

Schedule

Land	The unexpired term of the Lease	Unit 34	UP No. 4085	Block 1	Section 16	Division/District Wright
	and known as 34/2 Serventy Street, Wright ACT 2611					
Seller	Full name	Andrew Paul Cottle				
	ACN/ABN					
	Address	16 Bakewell Street, Coombs, ACT 2611				
Seller Solicitor	Firm	Elevated Legal Advisory				
	Email	jonathon@elevatedlegal.com.au				
	Phone	0437 693 862	Ref: Jonathon Bellato			
	DX/Address	PO Box 5327, Braddon ACT 2612				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	HIVE Property				
	Email	kathy@hiveproperty.co				
	Phone	0455 891 351	Ref: Kathy Komar			
	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 Contract				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	On or before 30 days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA					
Land Tax to be adjusted?	<input type="checkbox"/> No <input type="checkbox"/> Yes					
Residential Withholding Tax	New residential premises?				<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
	Potential residential land?				<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
	Buyer required to make a withholding payment?				<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?				<input type="checkbox"/> No	<input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?				<input type="checkbox"/> No	<input type="checkbox"/> Yes

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

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price					(GST inclusive unless otherwise specified)
	Less deposit					(10% of Price) <input type="checkbox"/> Deposit by Instalments
	Balance					(clause 52 applies)
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	% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction. 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.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 34 UP No. 4085
Block 1 Section 16 Wright
34/2 Serventy Street Wright ACT 2611

SPECIAL CONDITIONS

54. DEFINITIONS

In this contract:

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

55. GENERAL

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

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

56. GENERAL CONDITION AMENDMENTS

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

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

to the address of the person to be served as stated in the Schedule, or as notified by that person to the other as that person's address for service under this Contract, or to that party's solicitor.

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

57. CONDITION OF PROPERTY

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

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

58. KEYS

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

59. ADJUSTMENTS

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

60. SELLER AGENT

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

61. ENTIRE AGREEMENT

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

62. RELIANCE AND REPRESENTATIONS

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

63. FIRB APPROVAL

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

64. DIRECTOR GUARANTEE AND INDEMNITY

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

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

65. INSOLVENCY AND INCAPACITY

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

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

- (b) A notice of termination under this clause 65 will not take effect during any stay period, as the term is defined in Section 451(E)(2) of the *Corporations Act 2001* (Cth)
- (c) If the Buyer is an individual and:
 - i. dies; or
 - ii. becomes incapable to manage their affairs due to unsoundness of mind,

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

ANNEXURE A: GUARANTEE AND INDEMNITY

In this Guarantee & Indemnity:

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

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

Executed by in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Guarantor
(Please print)

.....
Name of Witness
(Please print)

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Wright Section 16 Block 1 on Deposited Plan 10887 with 113 units on Unit Plan 4085

Unit 34 (Class A) entitlement 98 of 10000, 3 subsidiaries

Lease commenced on 09/01/2015, terminating on 16/02/2111

Proprietor

Andrew Paul Cottle

34/25 John Gorton Drive Wright ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
26/07/2023	3259053	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

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
201221567	Development Application	18/04/2012	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/08/2012

Description

MULTI DWELLING - 113 UNIT DEVELOPMENT. Proposed construction of 113 new residential dwellings with basement car parking on new block.

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**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Wright Section 16 Block 1 on Deposited Plan 10887 with 113 units on Unit Plan 4085

Lease commenced on 09/01/2015, terminating on 16/02/2111

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4085

C/- Grady Strata & Facilities, PO Box 3197 Manuka ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
18/08/2015	1986612	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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

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

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201221567	Development Application	18/04/2012	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/08/2012

Description

MULTI DWELLING - 113 UNIT DEVELOPMENT. Proposed construction of 113 new residential dwellings with basement car parking on new block.



ACT
Government

Justice and Community Safety

OFFICE OF REGISTRATION
ACT Justice and Community Safety



SR\$1986612

30/07/2015 13:41:19 HART

1986612

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094-SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2168:20	WRIGHT	16	1	4085

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

Amend Rule 4 & 11, add new rule 12

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

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature	Signature
Full Name (Block Letters) ERIK ADRIAANSE	Full Name (Block Letters) GERALDINE JONES
Address 91 NORTHBOURNE AVENUE, TURNER	Address 91 NORTHBOURNE AVENUE, TURNER
Office Held MANAGING DIRECTOR	Office Held SENIOR ADMINISTRATION OFFICER

OFFICE USE ONLY

Lodged by	Annexures/Attachments <u>Minutes/Resolution/Motion</u>
Data entered by	
Registered by	Registration Date 18 AUG 2015

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: 4085

A2 - Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Wednesday, 8th April 2015*

Tick applicable box, or both boxes if applicable:

Regularly convened - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

Convened After Adjournment - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

A3 - Reduced Quorum Decisions

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

Date of decision: *Wednesday, 8th April 2015*

Full text of reduced quorum decision (See attached Minutes)

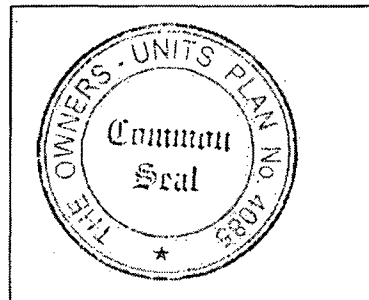
A4 - Owners Corporation Declaration

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

Dated: *Wednesday, 8th April 2015*

Signature: _____ *C*

Designation: **Strata Manager**



Seal

**MINUTES OF REDUCED QUORUM ANNUAL GENERAL MEETING
UNIT PLAN 4085 STROMLO TERRACE**

HELD: Wednesday, 11 March 2015 at 6.00 pm
Atlas Room, Hellenic Club in the City, 13B Moore Street, Canberra City.

PRESENT: Ms A Clearihan(unit 1), Ms D Odegard (unit 2), Mr L Bode (unit 3),
Mr S Regan & Ms R Dickson(unit 5), Pigs in Mud Pty Ltd (unit 6), A Kaur & S Singh (unit 7),
Mr K Pattugalan (unit 9), Mr S Richards & Ms S Algate (unit 13), Ms T Stevens (unit 14), Ms K
Heffernan (unit 17), Mr S McCallum (unit 22), Mr & Mrs M Williamson (unit 23 & 24),
Mr N Blandford & Ms C Downs (unit 29), Mr & Mrs J Robinson (unit 36),
Mr & Ms D O'Sullivan (unit 37 & 38), Ms A Sengchansavang (unit 52), Ms B Sarafov (unit 54)
R Cvjeticanin (unit 59), H Kim (unit 65), Ms L Sirimanotham (unit 66), Ms J Nuttall (unit 69),
Ms M Woodhouse (unit 76), Mr B Wallace (unit 78), Mandeep Man (unit 79),
Ms J Stortz & partner (unit 83), Ms M Price (unit 85), Mr B Thornton (unit 88),
Mr & Mrs D Thompson (unit 89), Mr & Mrs D Collins (unit 96), Mr & Mrs J Bullen (unit 99),
Mr D McDonald & Ms J Harris (unit 100), Mr D Williams & Ms E van den Bos (unit 102),
Miss E Jackson (unit 104), Ms H Williamson (unit 105), Ms J Sloan (unit 107),
Mr C Reeves (unit 108), Mr & Mrs Conlon (unit 110), A Lau (unit 113),
Mr M Crncevic representing Victory Homes, Mr E Adriaanse, Mrs N Cannell, Ms C Fenwick
and Ms J Mason representing Independent Strata Management Pty Ltd.

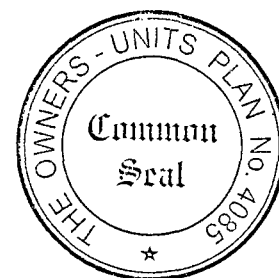
PROXIES: Nil

ABSENTEE: Mr D Kottege (unit 40) Ms G Dider (unit 80)

APOLOGIES: Nil

CHAIR: Mr S McCallum (unit 22) was elected chairperson for the meeting.

QUORUM: A quorum was not present. However the meeting proceeded with a Reduced Quorum
(Schedule 3.9 of the Unit Titles (Management) Act 2011).



Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

MOTION 1: *It was resolved that the Minutes of the Inaugural Meeting be noted.* **CARRIED**

INSURANCE

MOTION 2: *It was resolved that the Owners Corporation of UP4085 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.* **CARRIED**

MOTION 3: *It was resolved that the Owners Corporation of UP4085 obtain Office Bearers insurance cover to an amount as determined by the Executive Committee.* **CARRIED**

FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of \$79,905.24 in the Administrative Fund and a balance of \$11,051.84 in the Sinking Fund. The balance of the Cheque Account is \$100,131.97.

MOTION 4: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

INVESTMENT OF FUNDS - Special Resolution

MOTION 5: *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for UP4085.* **CARRIED**

SINKING FUND PLAN

The Sinking Fund Forecast Report obtained 4th March 2015 is available on the Owners Portal. A copy of this can also be provided upon request to the Strata Manager.

MOTION 6: *It was resolved that the Owners Corporation of UP4085 give consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

CARRIED

BUDGET DEBATE

Administrative Fund

MOTION 7: *It was resolved that the proposed Administrative Fund budget of \$226,979.00 (plus GST) be adopted.* **CARRIED**

Sinking Fund

MOTION 8: *It was resolved that the proposed Sinking Fund budget of \$57,181.82 (plus GST) be adopted.* **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 9: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 March 2015, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 May, 1 August, 1 November 2015, and 1 February 2016.* **CARRIED**

CONTRACTOR COMPLIANCE

MOTION 10: *It was resolved that the services of a Laing & Simmons Commercial Real Estate be engaged to audit contractors to ensure compliance with insurance and licencing requirements, at an annual cost of \$75.00 (plus GST).* **CARRIED**

APPOINTMENT OF SERVICE CONTRACTORS

MOTION 11: *It was resolved that the Executive Committee be authorised to make determinations concerning appointment of a service contractor.* **CARRIED**



ELECTION OF COMMITTEE

MOTION 12: *It was resolved that the Owners Corporation of UP4085 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.*

CARRIED

The following owners were elected to stand as Executive Committee Members:

- Mr S Richards
- Mr C Reeves
- Mr S McCallum
- Ms J Sloan
- Ms C Downs
- Mr J Robinson
- Ms J Stortz

RULE AMENDMENTS AND ADDITIONS (see Attachment A)

Erections and Alterations

MOTION 13: *It was resolved that Rule 4 of the Default Rules be amended.*

CARRIED

Seal of Owners Corporation

MOTION 14: *It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a).*

CARRIED

Recovery of Legal Fees

MOTION 15: *It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as follows and that all costs for registering be expended from the Administrative Fund.*

CARRIED

GENERAL BUSINESS

TAPS

Unit 23&24 tabled a request for townhouses and/or ground floor units to have garden taps installed in their courtyard area, as well as requesting additional taps be installed at each end of the building for the facilities manager or cleaners use. It was agreed that the Managing Agent will obtain quotes for these works from the developer's plumbers and forward to the committee for further consideration. It was further advised that individual unit owners wishing to install a garden tap within their unit boundary will be responsible for the cost associated with the work.

PETS

The Managing Agent advised the meeting that all pets must be approved by the Executive Committee as per legislative requirements, and further advised that the committee could not unreasonably without approval. Any resident wishing to keep a pet is to send an application to the Strata Manager to be passed onto the committee.

Furthermore, Mr J Bullen advised the meeting that the suburb of Wright has cat containment rules and that owners face high penalties if cats are not adequately contained.

CCTV CAMERAS

Unit 83 addressed the meeting requesting that all owners and residents be security conscious and take steps to ensure the property is as secure as possible, including; ensuring foyer doors are closed as you enter and exit the building, ensuring that you are not followed into the building or into the basement garage, and generally being aware of your surroundings. After discussion the Managing Agent was asked to seek quotes for the installation of security cameras for the entry to the basement as well as the fire stairs. It was also noted that the Facilities Manager will check the door closers and adjust these accordingly.



NBN

Owners mentioned that some residents had difficulty connecting to the NBN. The Strata Manager advised that the paperwork had been submitted to NBNCO and that the service should be available, others present confirmed they had recently transferred to the NBN from Transact; so residents should persist as the service is indeed available.

SECURITY INCLUSIONS

Unit 36 queried the inclusion of 'floor by floor security access' and asked the Managing Agent to raise this query with the developer. This was agreed and any response will be circulated to the Executive Committee.

COMMON PROPERTY DEFECTS

Owners were requested to notify the Strata Managers in writing regarding common property defects to ensure they are reported to the Developer / Builder accordingly. It was noted that the Facilities Manager has compiled a common property report and this will be circulated to the committee for review, with a copy sent to Victory Homes also.

Secretarial Note: Internal unit defects are to be added to your 90 day defect list and one final list is to be presented to the developer via email to Stromloterrace@victoryhomes.com.au
Any urgent matters such as water or electrical faults are to be reported immediately.

With no further business the meeting closed at 7.05 pm.



1 Definitions—Default Rules

- (1) In these Rules:

Executive Committee Representative means a person authorised in writing by the Executive Committee under Rule 10 (4).

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
(a) in accordance with the express permission of the **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).

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.

5 Use of common property

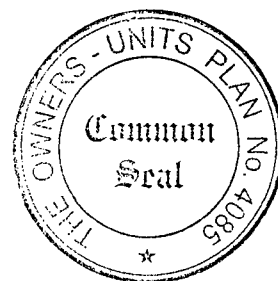
A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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



8 Noise

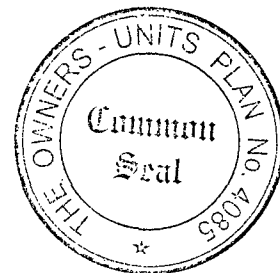
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the Executive Committee has 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.

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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



11 Seal of Owners Corporation

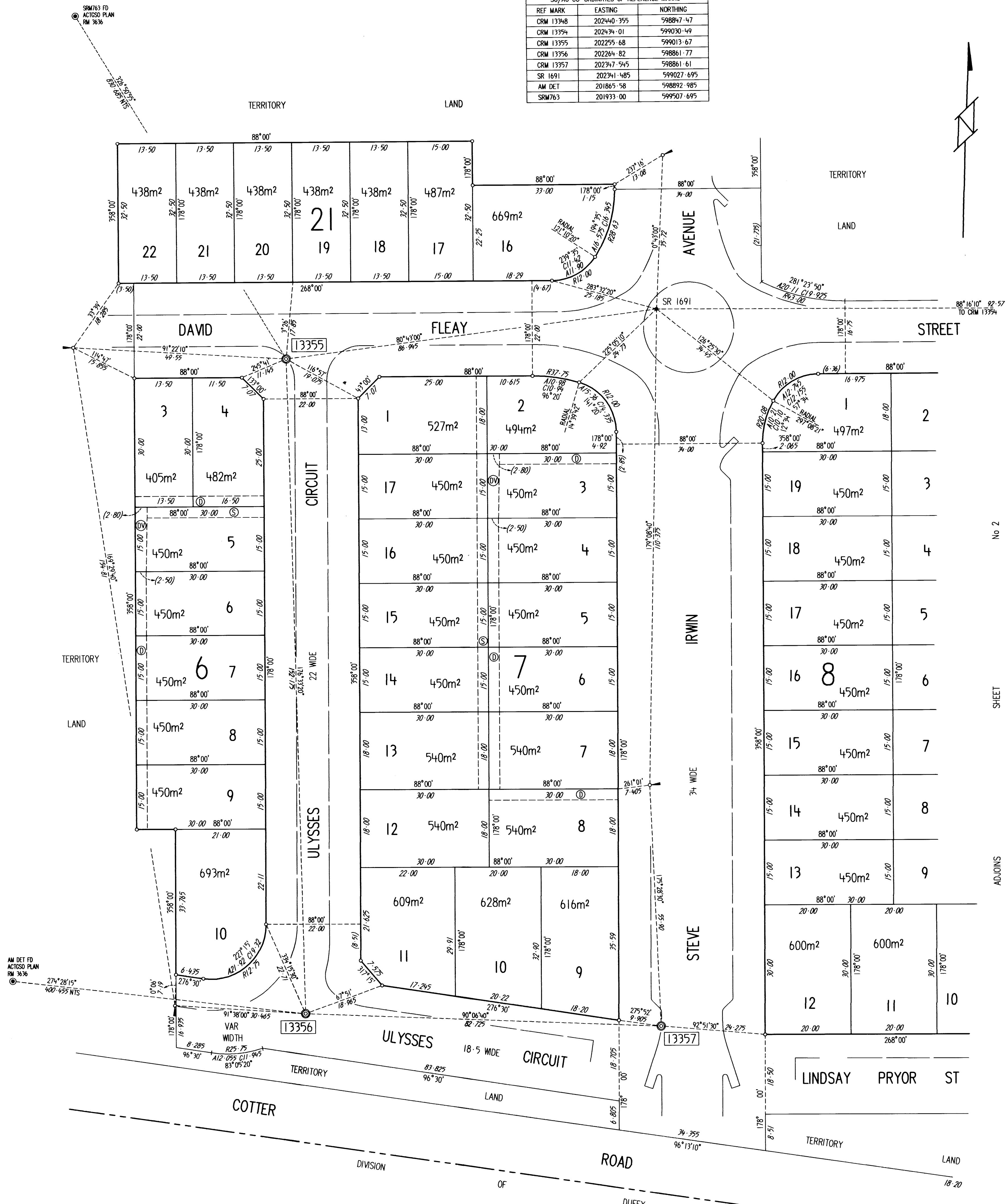
- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
 - (a) The common seal may be affixed to:
 - (i) reduced quorum meeting notices;
 - (ii) Rules registration documents;
 - (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (iv) certifications under Section 119 of the Actby the managing agent of the Owners Corporation without following procedure in Rule 11.1.

12 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.



SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13348	202440.355	598847.47
CRM 13354	202434.01	599030.49
CRM 13355	202255.68	599013.67
CRM 13356	202264.82	598861.77
CRM 13357	202347.545	598861.61
SR 1691	202341.485	599027.695
AM DET	201865.58	598892.985
SRM763	201933.00	599507.695

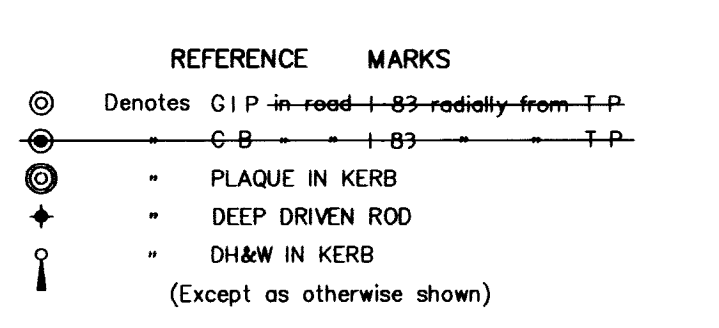


No 2 SHEET ADJOINING

- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓤ PROPOSED DRAINAGE SERVICE EASEMENT VARIABLE WIDTH
- NTS NOT TO SCALE

AMENDED
 BY D.P. No. 11295
 on 14th April 2015

THIS IS SHEET 1 OF MY PLAN IN 6 SHEETS



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

MAIL McDONALD BARNESLEY Pty Ltd
 of PO BOX 54 JAMISON ACT 2614
 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 17 November 2011.

(Signature) *Robert Richards*
 2-12-2011 Surveyor, Registered under the Surveyors Act 2007

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

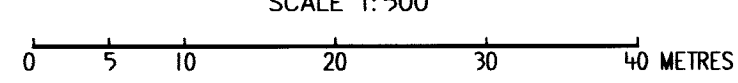
W.P. Smith 2-12-2011
 Surveyor-General of the ACT

PLAN OF SUBDIVISION
 BLOCKS 3-10 SECTION 6, BLKS 1-17 SEC 7, BLKS 1-19 SEC 8, BLKS 1-10 SEC 9, BLKS 1-11 SEC 10, BLKS 1-12 SEC 11, BLKS 1-17 SEC 12, BLKS 1-13 SEC 13, BLKS 1-6 SEC 14, BLK 1 SEC 15, BLK 1 SEC 16, BLKS 1-18 SEC 17, BLKS 1-11 SEC 18, BLKS 1-18 SEC 19, BLKS 16-22 SEC 21
 DIVISION: WRIGHT DISTRICT: MOLONGLO VALLEY
 AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:500

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 21st day of December 2015 at *11:11* minutes past *9* o'clock in the forenoon.

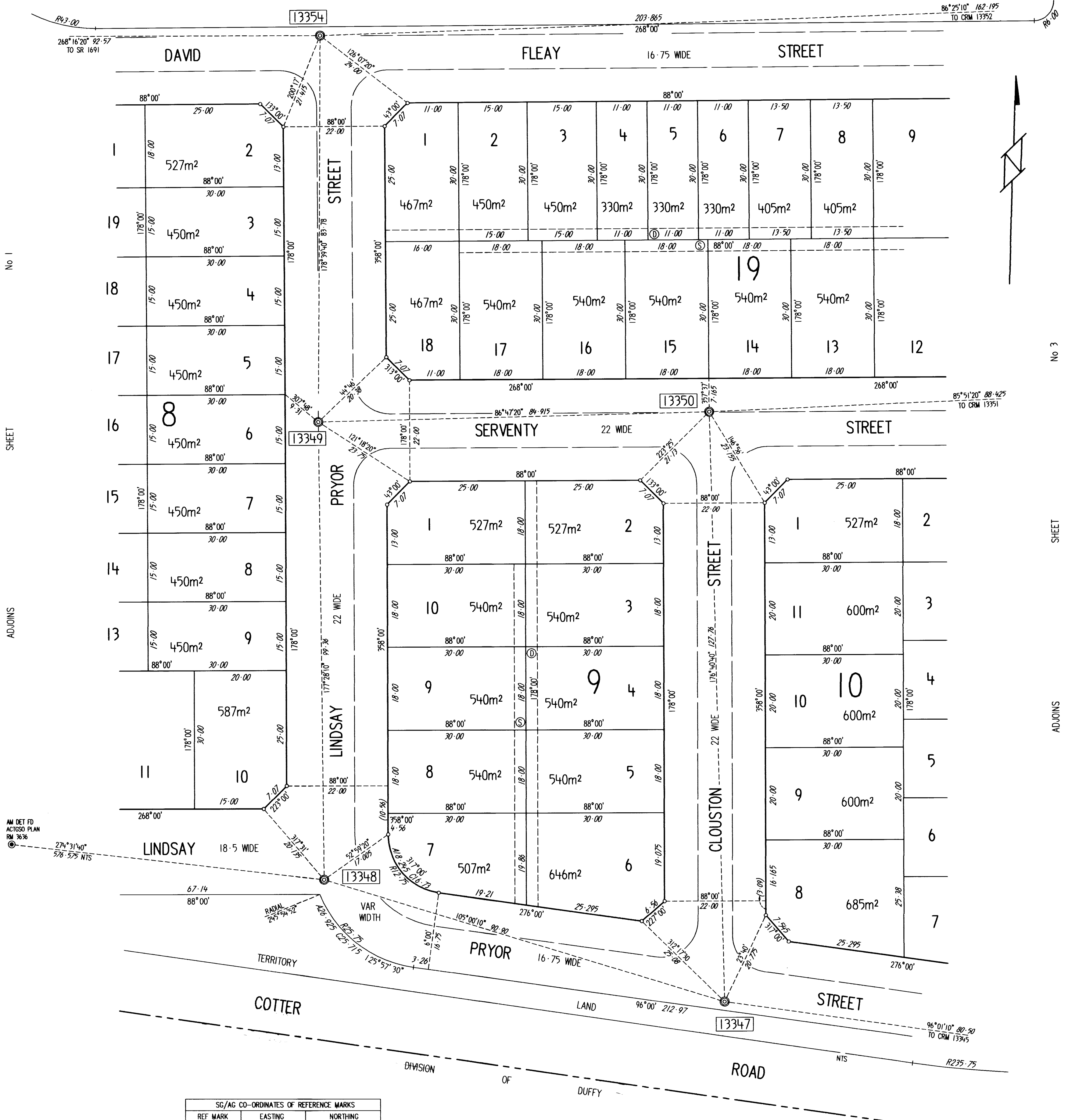
Approved *Brett Phillips*
 Registrar-General
 Registrar of Titles

DEPOSITED PLAN
 10887/1



TERRITORY

LAND



No 1
SHEET
ADJOINS

No 3
SHEET
ADJOINS

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13345	202608.21	598815.50
CRM 13347	202528.155	598823.94
CRM 13348	202440.355	598847.47
CRM 13349	202435.97	598946.73
CRM 13350	202520.75	598951.485
CRM 13351	202608.945	598957.875
CRM 13352	202595.89	599040.62
CRM 13354	202434.01	599030.49
CRM 13357	202347.545	598861.61
SR 1691	202341.485	599027.695
AM DET	201865.58	598892.985

- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- NTS NOT TO SCALE

THIS IS SHEET 2 OF MY PLAN IN 6 SHEETS
DATED 2.12.2011
Robert Richards
(Signature)
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
10887/2

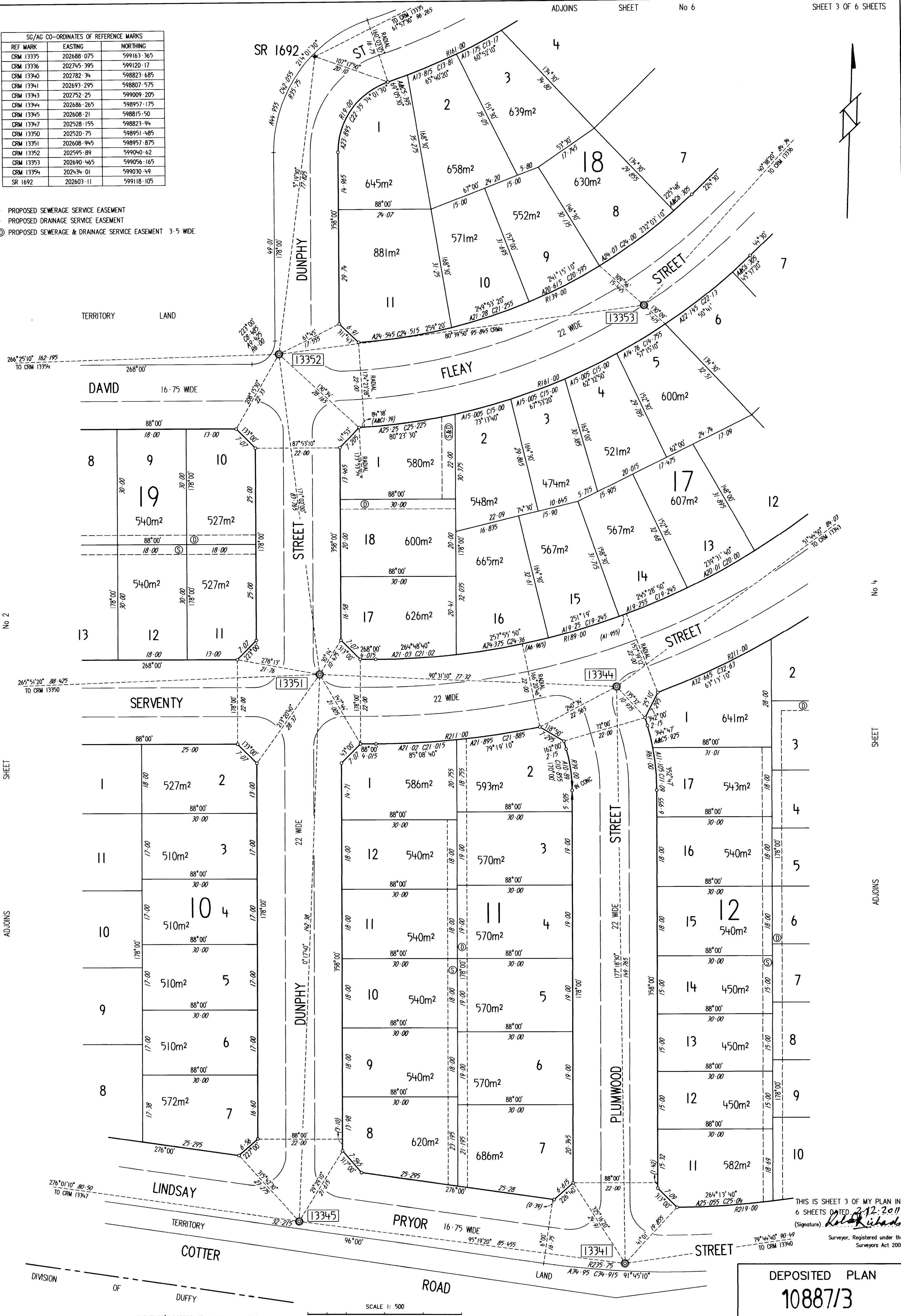
SCALE 1: 500
0 5 10 20 30 40 METRES

SURVEYOR'S REFERENCE: 09323_DPI_SH2

X20016 2

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13335	202688.075	599163.365
CRM 13336	202745.395	599120.17
CRM 13340	202782.34	598823.685
CRM 13341	202693.295	598807.575
CRM 13343	202752.25	599009.205
CRM 13344	202686.265	598957.175
CRM 13345	202608.21	598815.50
CRM 13347	202528.155	598823.94
CRM 13350	202520.75	598951.485
CRM 13351	202608.945	598957.875
CRM 13352	202595.89	599040.62
CRM 13353	202690.465	599056.165
CRM 13354	202434.01	599030.49
SR 1692	202603.11	599118.105

- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓢ&Ⓣ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE



No 2

SHEET

ADJOINS

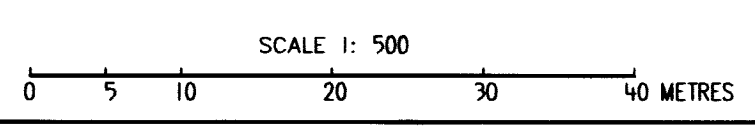
No 4

SHEET

ADJOINS

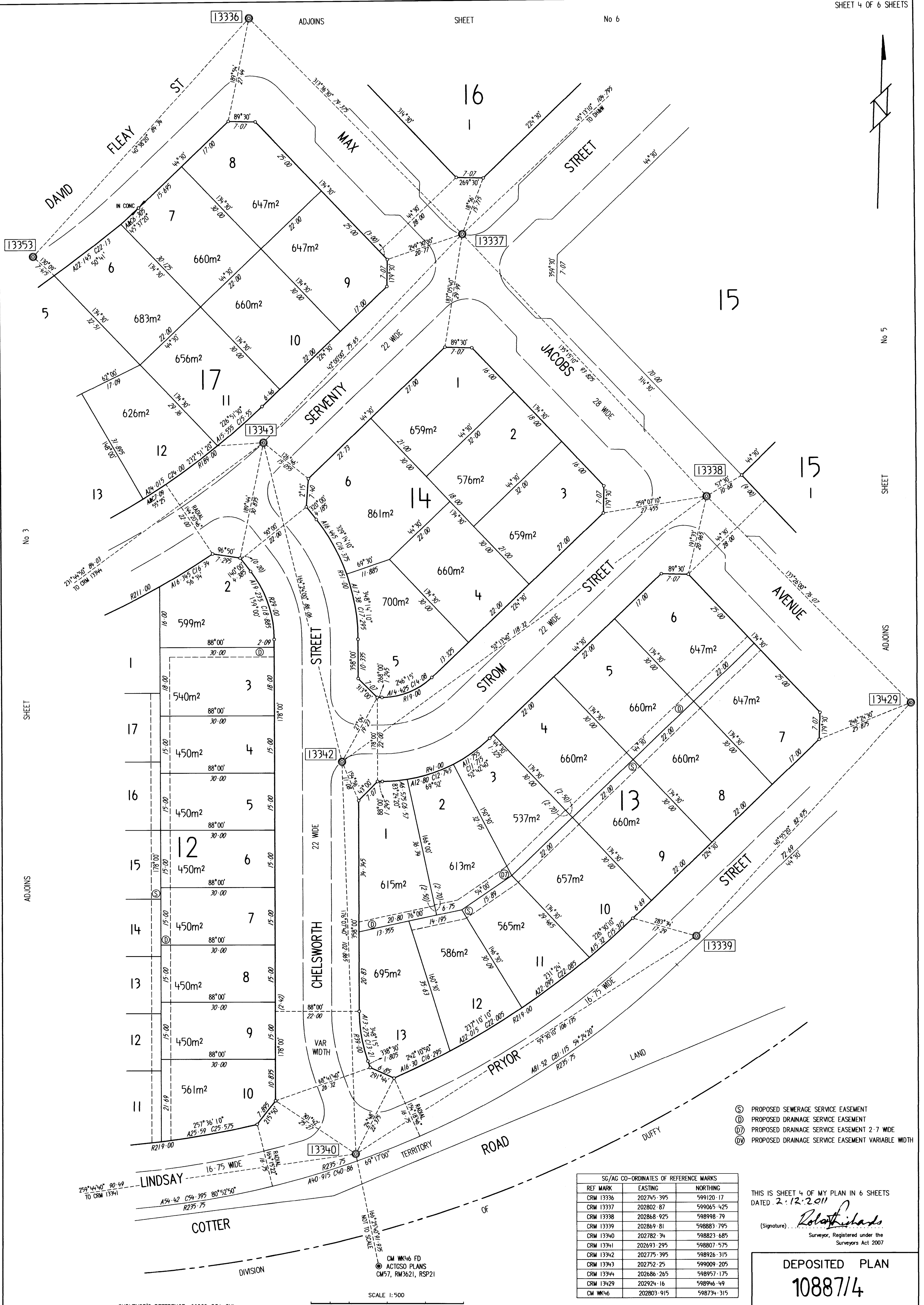
THIS IS SHEET 3 OF MY PLAN IN 6 SHEETS DATED 2.12.2011.
 (Signature) *Kuldeep Khatwa*
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
10887/3



SURVEYOR'S REFERENCE: 09323_DPI_SH3

X20016/3



- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓤ PROPOSED DRAINAGE SERVICE EASEMENT 2.7 WIDE
- Ⓥ PROPOSED DRAINAGE SERVICE EASEMENT VARIABLE WIDTH

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13336	202745.395	599120.17
CRM 13337	202802.87	599065.425
CRM 13338	202868.925	598998.79
CRM 13339	202869.81	598883.795
CRM 13340	202782.34	598823.685
CRM 13341	202693.295	598807.575
CRM 13342	202775.395	598926.315
CRM 13343	202752.25	599009.205
CRM 13344	202866.265	598957.175
CRM 13429	202924.16	598946.49
CM WK46	202803.915	598734.315

THIS IS SHEET 4 OF MY PLAN IN 6 SHEETS
DATED 2.12.2011

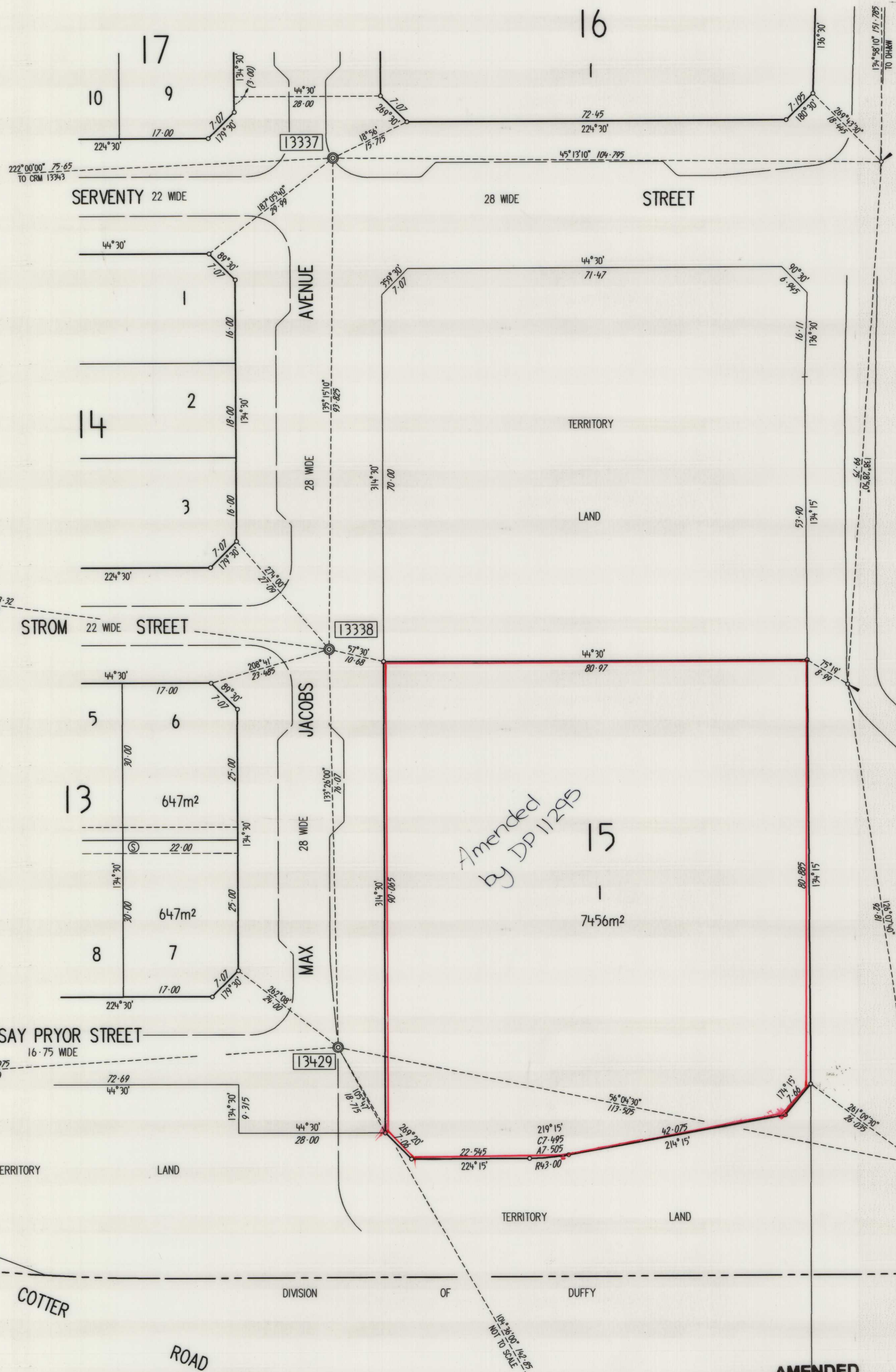
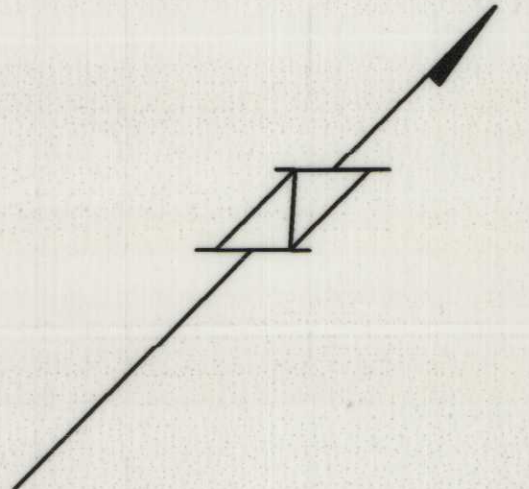
(Signature) *Roloff Lillard*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
10887/4

ADJOINS

SHEET

No 6



Amended by DP 11295

15
7456m²

647m²

647m²

AMENDED
BY D.P. No. 11295
on 14th April 2015

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13337	202802.87	599065.425
CRM 13338	202868.925	598998.79
CRM 13339	202869.81	598883.795
CRM 13342	202775.395	598926.315
CRM 13343	202752.25	599009.205
CRM 13429	202924.16	598946.49
R435	203062.40	598910.48

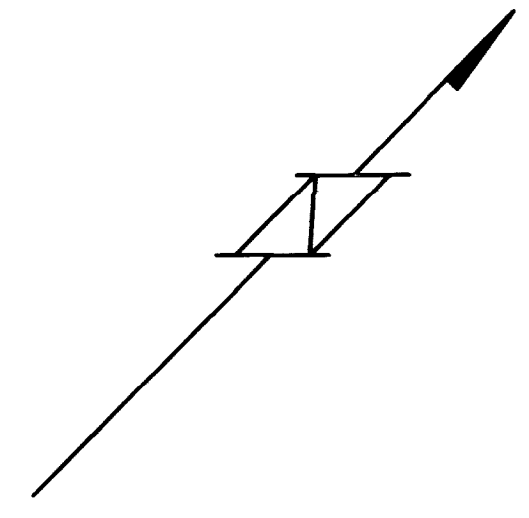
- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓞ PROPOSED DRAINAGE SERVICE EASEMENT VARIABLE WIDTH

THIS IS SHEET 5 OF MY PLAN OF 6 SHEETS
DATED 2.12.2011

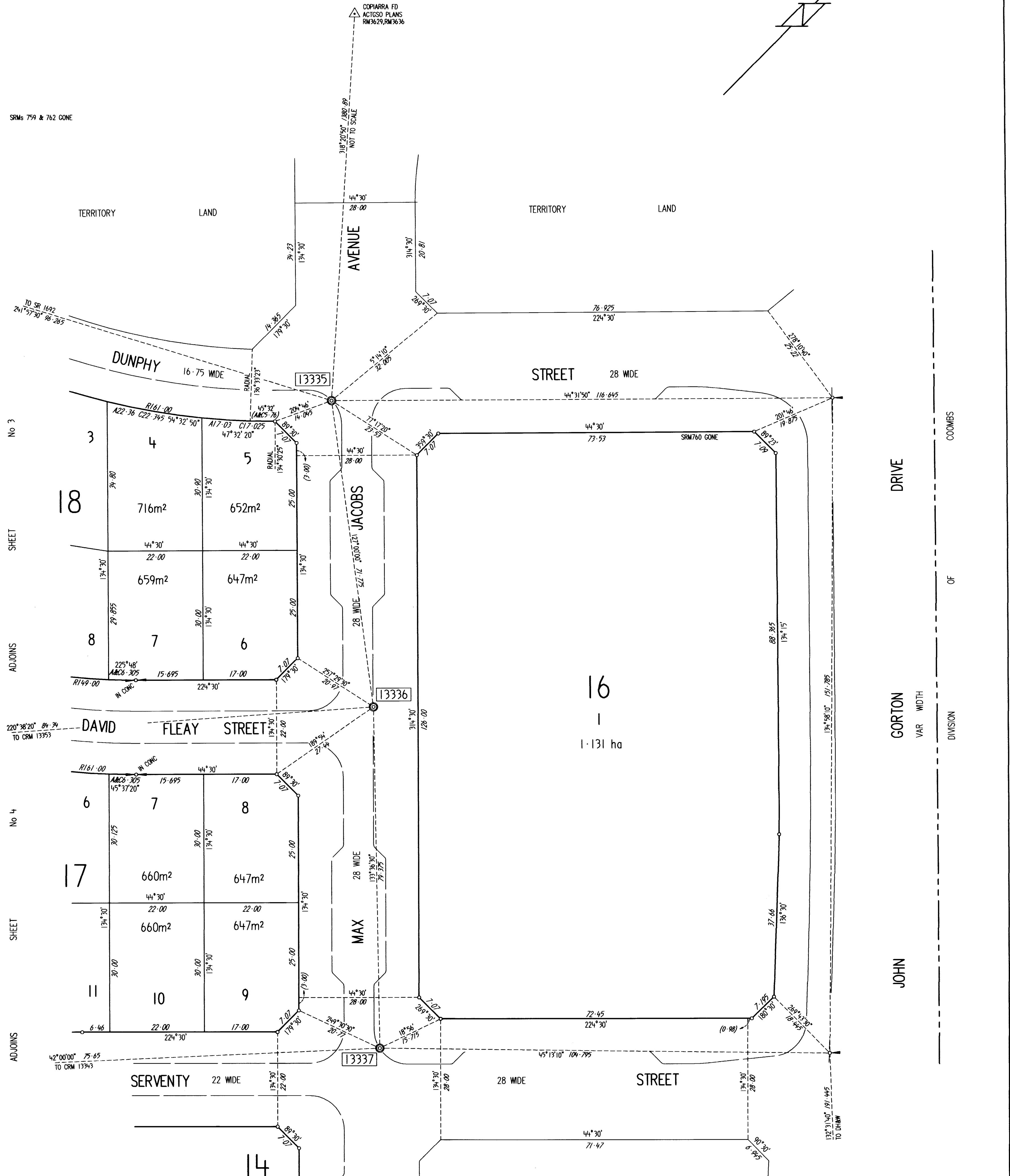
(Signature) *Robert Richards*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
10887/5

SCALE 1: 500
0 5 10 20 30 40 METRES



SRMs 759 & 762 GONE



ADJOINS SHEET No 3
ADJOINS SHEET No 4
ADJOINS SHEET No 5

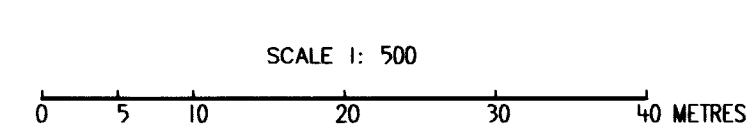
COOMBS
OF
DIVISION

DRIVE
GORTON
JOHN
VAR WIDTH

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13335	202688.075	599163.365
CRM 13336	202745.395	599120.17
CRM 13337	202802.87	599065.425
CRM 13343	202752.25	599009.205
CRM 13353	202690.465	599056.165
SR 1692	202603.11	599118.105
COPIARRA	201770.325	600195.155

THIS IS SHEET 6 OF MY PLAN OF 6 SHEETS
DATED 2.12.2011
Robert Richards
(Signature)
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
1088716

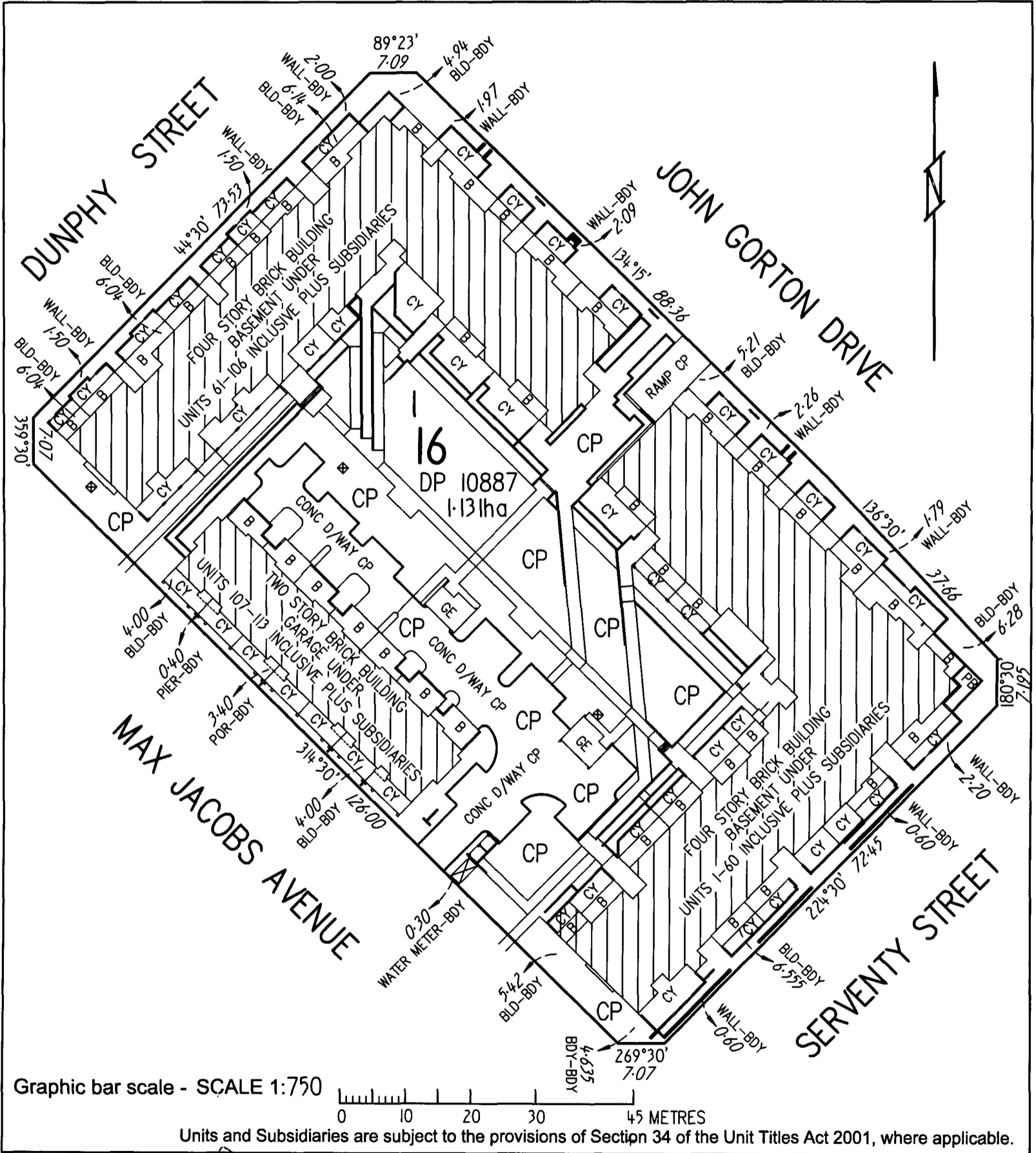


Form 088 - SP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
WRIGHT	16	I	A	4085



Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760, registered with the Office of Regulatory Services.

M. Crncevic

Registered Proprietor

P.S. 4/12/2014

Registered Surveyor

P. J. 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
2020:12	WRIGHT	16	1	10887	4085

NAME OF MANAGER / OWNERS CORPORATION
Independent Body Corporate

ADDRESS FOR SERVICE OF NOTICE
PO Box 1539 Canberra City ACT 2601

SURVEYOR'S DECLARATION

I, Peter John Selfe of 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) 5th December 2014
- 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

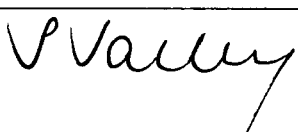
3 (a), (b), (c)

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





 Signature of Registered Surveyor

5/12/2014 Dated

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


 Lyn Tankey
 Delegate of the Authority / Executive

23 December 2014 Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	- 9 JAN 2015
DATA ENTERED BY			



SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
WRIGHT	16	1

Unit Plan No
4085

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	68	3	2168	21
2	67	3	2168	22
3	96	4	2168	23
4	67	3	2168	24
5	68	3	2168	25
6	67	3	2168	26
7	92	3	2168	27
8	84	3	2168	28
9	67	3	2168	29
10	67	3	2168	30
11	92	3	2168	31
12	84	3	2168	32
13	93	4	2168	33
14	67	3	2168	34
15	67	3	2168	35
16	90	3	2168	36
17	67	3	2168	37
18	60	3	2168	38
19	90	3	2168	39
20	67	3	2168	40
21	67	3	2168	41
22	99	4	2168	42
23	97	3	2168	43
24	107	3	2168	44
25	106	4	2168	45

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
2168	20

SIGNED BY MARTIN HARRIS CONCERNING BY POWER OF ATTORNEY #139700, REGISTERED WITH THE OFFICE OF REGULATORY SERVICES.

[Signature]
Signature of Lessee

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

Dated Twenty third this day of December 2014

[Signature]
Lyn Tankey
Delegate of the Authority/Executive

[Signature]

Brett Phillips
Registrar-General



Deputy Registrar-General



SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
WRIGHT	16	1	4085

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	68	3	2168	46
27	95	4	2168	47
28	96	3	2168	48
29	94	3	2168	49
30	105	3	2168	50
31	104	4	2168	51
32	91	3	2168	52
33	93	3	2168	53
34	98	3	2168	54
35	96	3	2168	55
36	107	3	2168	56
37	106	4	2168	57
38	92	3	2168	58
39	95	3	2168	59
40	99	3	2168	60
41	98	3	2168	61
42	109	3	2168	62
43	108	4	2168	63
44	94	3	2168	64
45	97	3	2168	65
46	68	3	2168	66
47	81	3	2168	67
48	94	3	2168	68
49	68	3	2168	69
50	67	3	2168	70

Aggregate
 Signed by MARTIN PAVLO CANEVIC BY POWER OF ATTORNEY # 139700, REGISTERED WITH THE OFFICE OF REGULATORY SERVICES.

 Signature of Lessee

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

Volume	Folio
2168	20

Column 1 above is the schedule of unit entitlement approved for the subdivision.
 Dated Twenty Third this day of December 2014

 Lyn Tankey
 Delegate of the Authority/Executive

Brett Phillips
 Registrar-General

 Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
WRIGHT	16	1	4085

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	68	3	2168	71
52	91	3	2168	72
53	91	3	2168	73
54	68	3	2168	74
55	67	3	2168	75
56	67	3	2168	76
57	91	3	2168	77
58	91	3	2168	78
59	68	3	2168	79
60	67	3	2168	80
61	68	3	2168	81
62	93	3	2168	82
63	67	3	2168	83
64	90	3	2168	84
65	67	3	2168	85
66	90	3	2168	86
67	96	4	2168	87
68	94	3	2168	88
69	68	3	2168	89
70	92	3	2168	90
71	91	3	2168	91
72	68	3	2168	92
73	92	3	2168	93
74	91	3	2168	94
75	68	3	2168	95

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
2168	20

SIGNED BY MARTIN MARIO ORACEVIC BY POWER OF ATTORNEY #139760, REGISTERED WITH THE OFFICE OF REGULATORY SERVICES

Signature of Lessee

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

Dated Twenty third this day of December 2014

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

Brett Phillips

Brett Phillips
Registrar-General



Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
WRIGHT	16	1	4085

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	108	4	2168	96
77	107	3	2168	97
78	95	4	2168	98
79	68	3	2168	99
80	106	4	2168	100
81	105	3	2169	1
82	93	3	2169	2
83	91	3	2169	3
84	108	4	2169	4
85	107	3	2169	5
86	95	3	2169	6
87	92	3	2169	7
88	110	4	2169	8
89	109	3	2169	9
90	97	3	2169	10
91	94	3	2169	11
92	93	4	2169	12
93	106	4	2169	13
94	67	3	2169	14
95	92	3	2169	15
96	111	3	2169	16
97	80	3	2169	17
98	92	3	2169	18
99	111	3	2169	19
100	87	3	2169	20

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
2168	20

SIGNED BY MARTIN RUIZO CANTENC BY AUTHORITY OF ATTORNEY # 139760, REGISTERED WITH THE OFFICE OF REGULATORY SERVICES.

[Signature]
Signature of Lessee


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

Dated Twenty Third this day of December 2014

[Signature] Lyn Tankey
Delegate of the Authority/Executive

[Signature]
Brett Phillips
Registrar-General

[Signature]
Deputy Registrar-General



SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

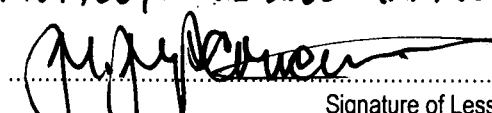
1. LAND

District/Division	Section	Block	Unit Plan No
WRIGHT	16	1	4085

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	95	4	2169	21
102	67	3	2169	22
103	93	3	2169	23
104	67	3	2169	24
105	93	3	2169	25
106	67	3	2169	26
107	118	4	2169	27
108	108	4	2169	28
109	108	4	2169	29
110	109	4	2169	30
111	107	4	2169	31
112	104	4	2169	32
113	117	4	2169	33
Aggregate	10000	363	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:	


SIGNED BY MARTIN MARCO ORINCEVIC BY POWER OF ATTORNEY # 139760, REGISTERED WITH THE OFFICE OF REGULATORY SERVICES


Signature of Lessee

Volume	Folio
2168	20

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

Dated Twenty third this day of December 2014


Lyn Tankey
Delegate of the Authority/Executive



Brett Phillips
Registrar-General



Deputy Registrar-General

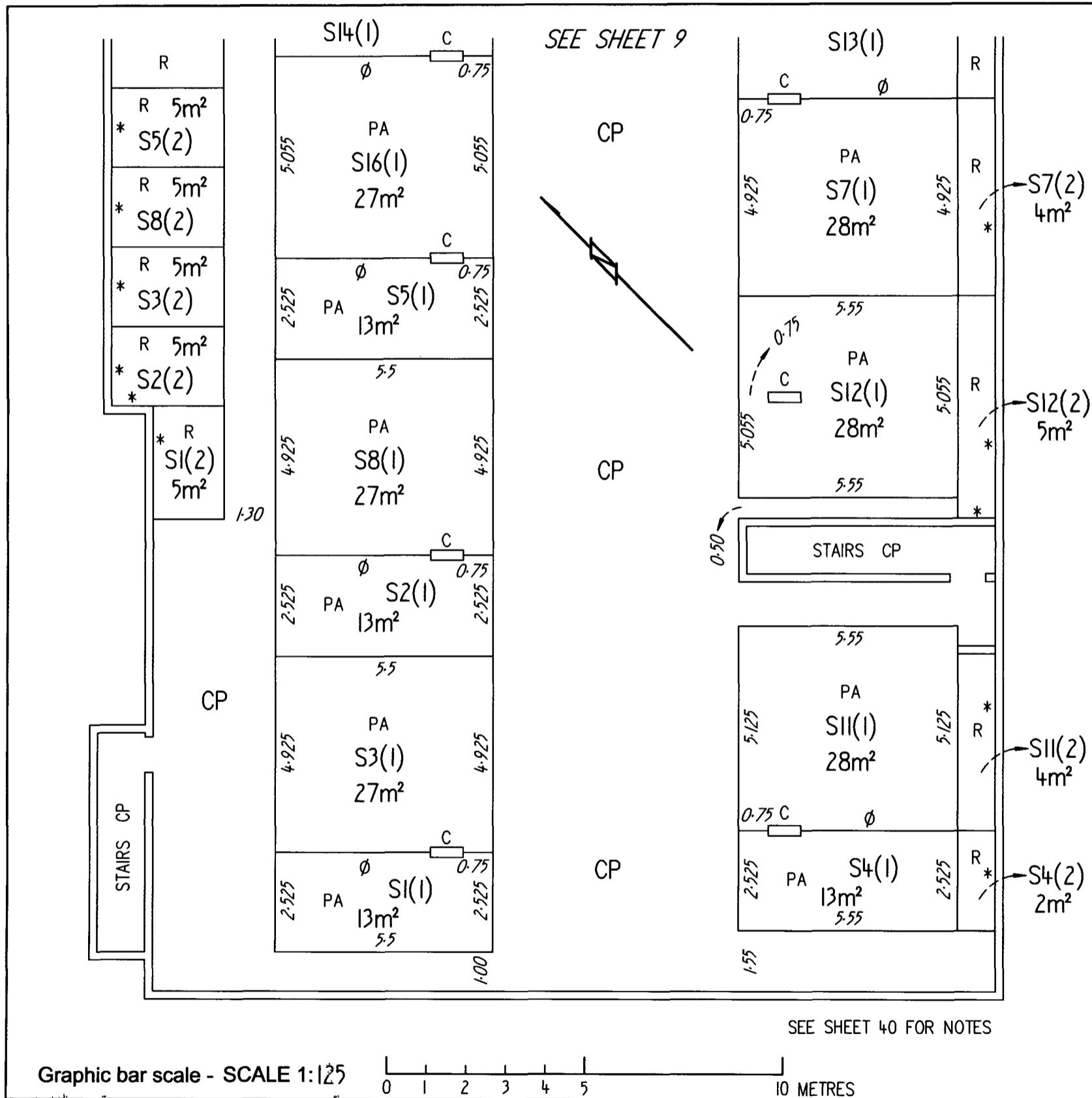
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

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



SEE SHEET 40 FOR NOTES

Signed by Martin Mario Crncevic by Power of Attorney #139760,
Attorney #139750, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey.....
Delegate of the ACT Environment and Sustainable
Development Directorate

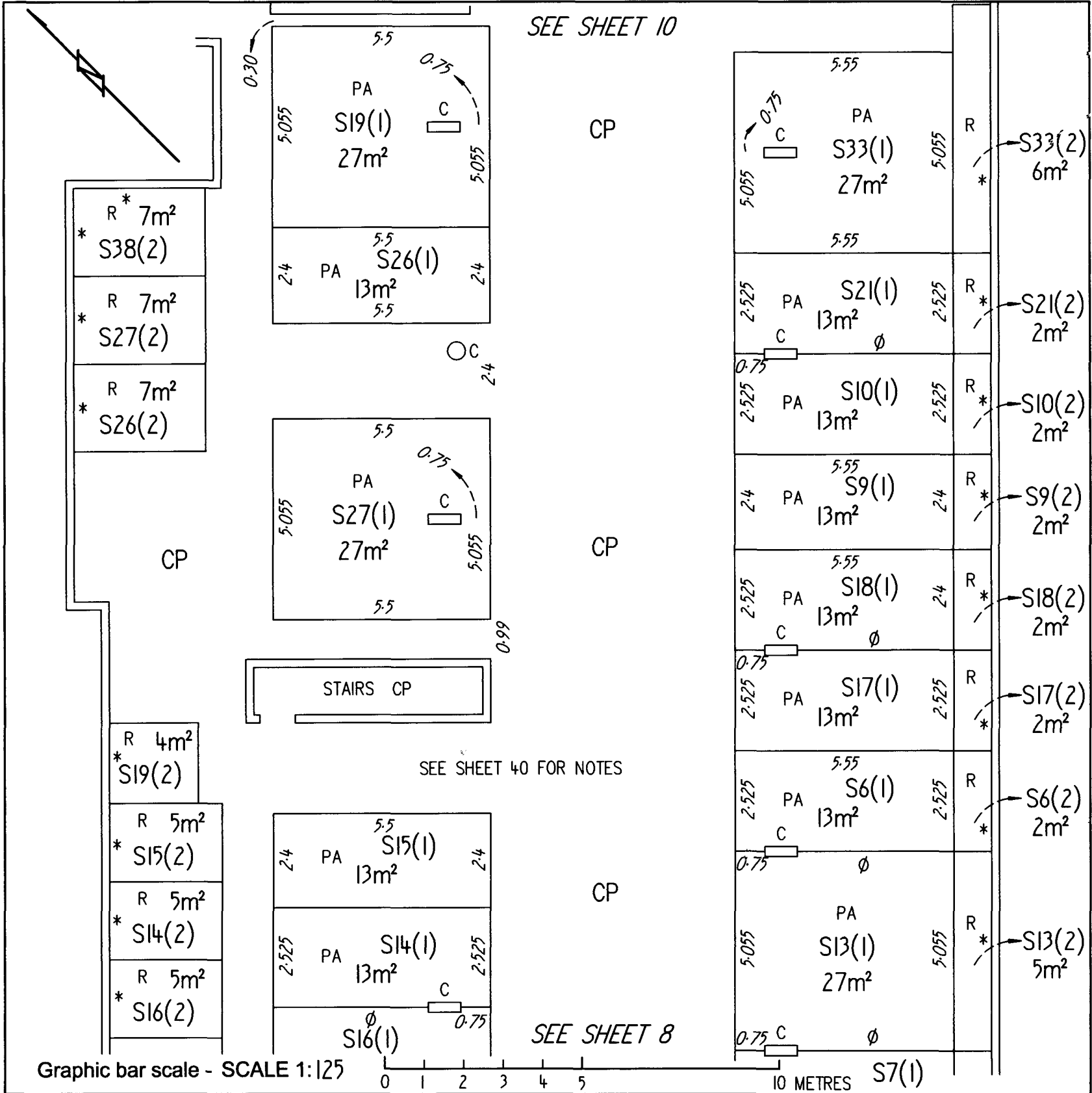
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



Signed by Martin ~~Wright~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]

Registered Proprietor

[Signature] Lyn Tankey

Delegate of the ACT Environment and Sustainable Development Directorate

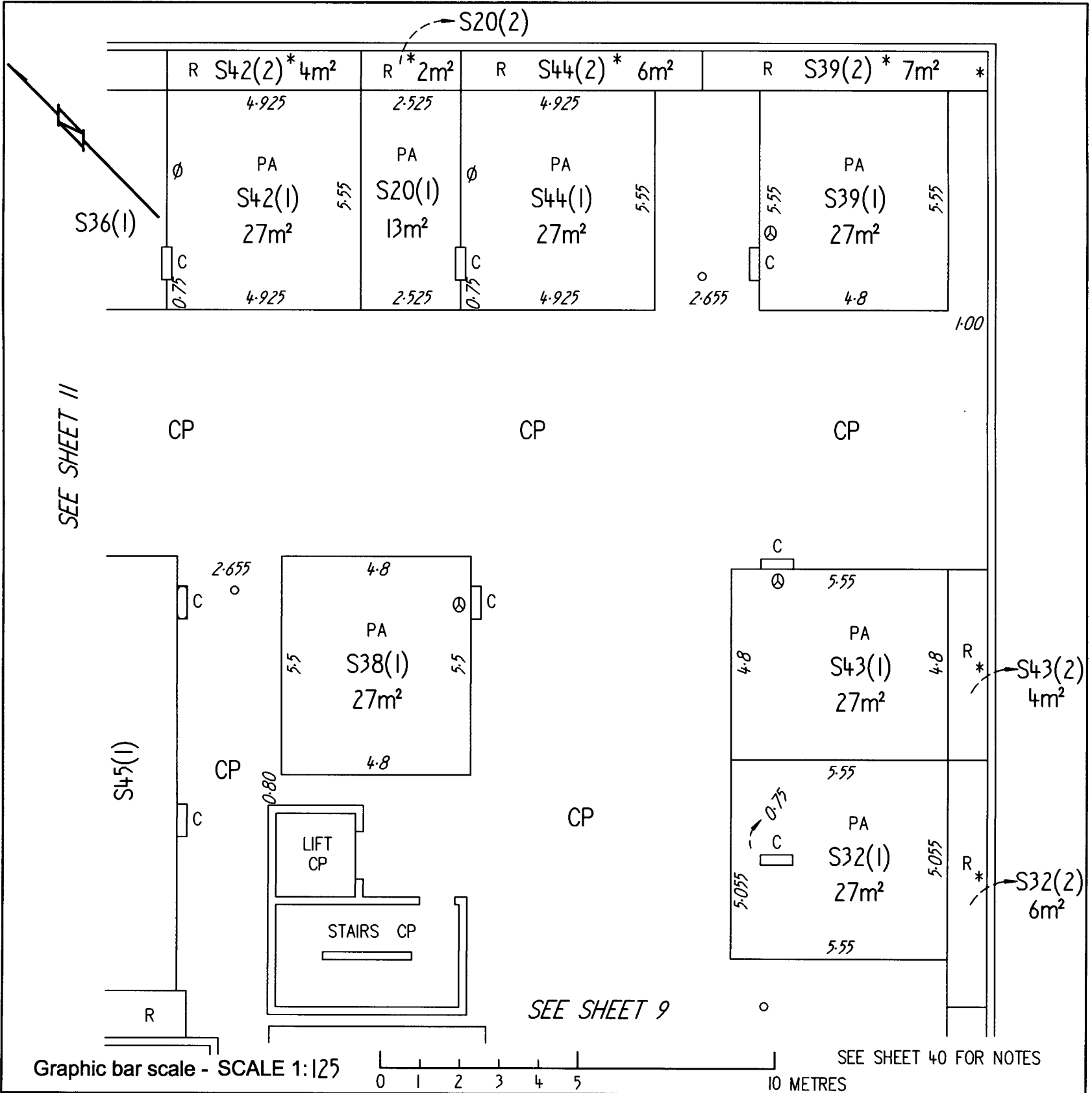
Form 091 - FP

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

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



Signed by Martin ~~M~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]

Registered Proprietor

[Signature] Lyn Tankey

Delegate of the ACT Environment and Sustainable Development Directorate

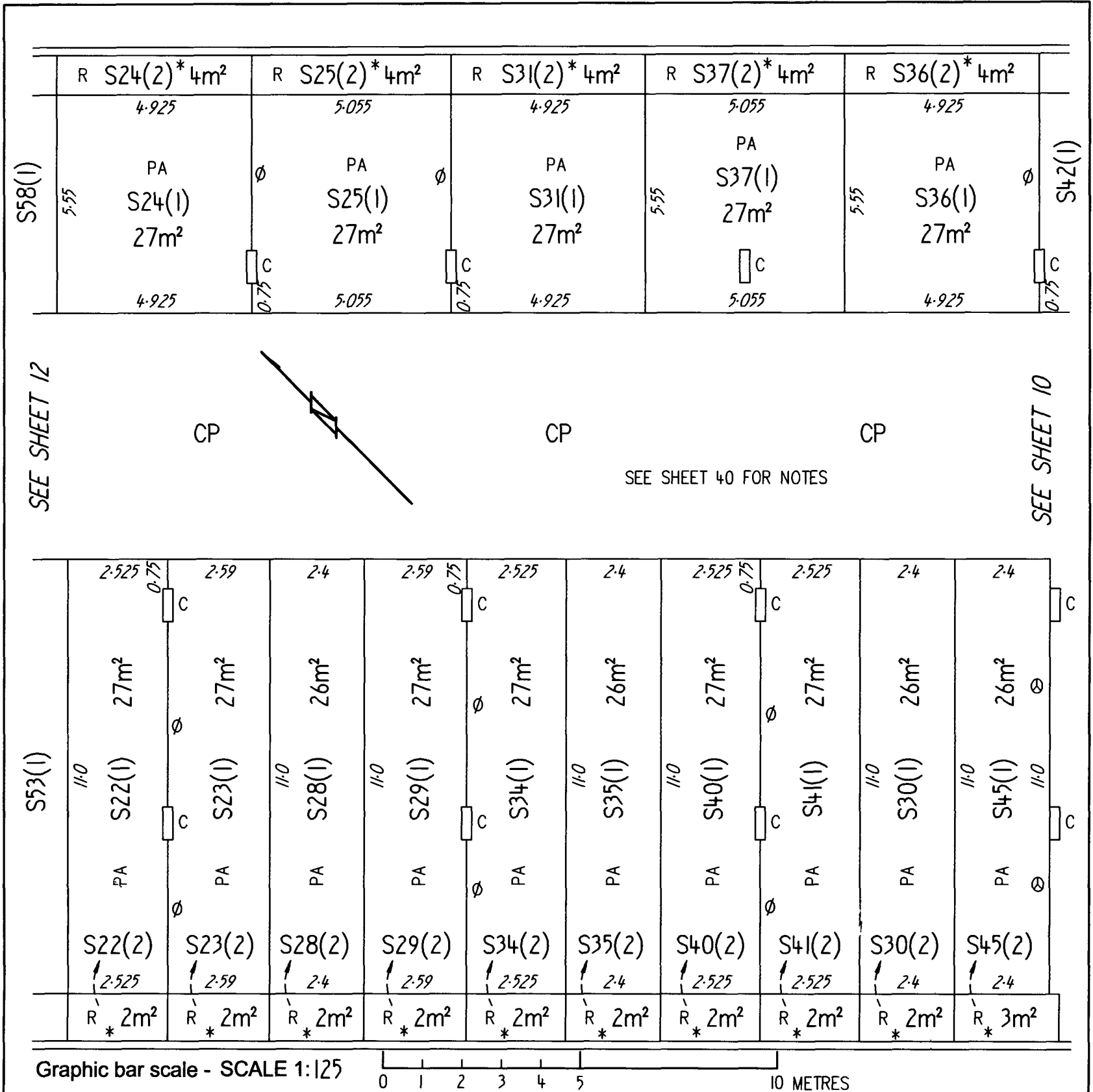
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



Signed by Martin ~~M~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

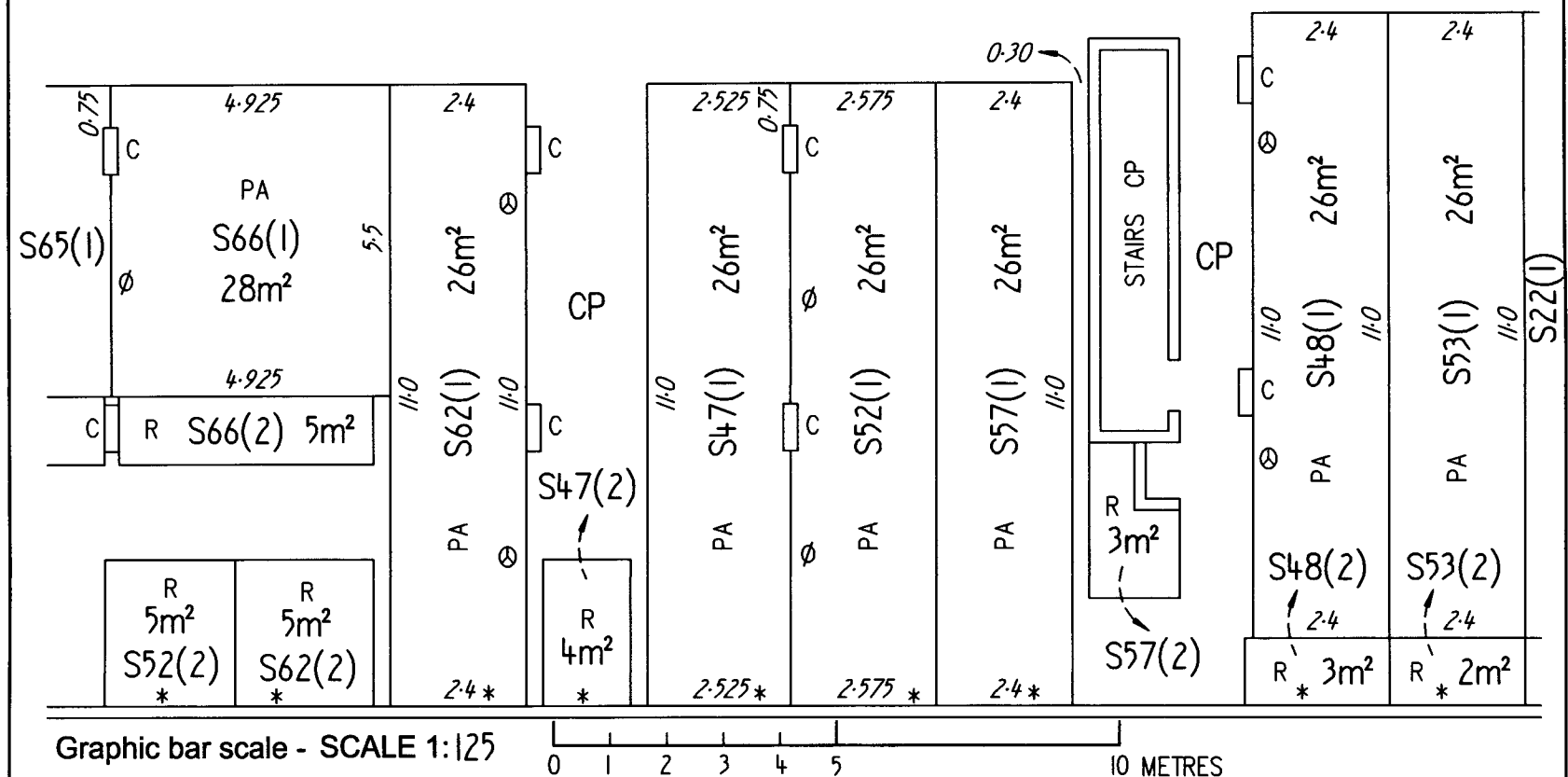
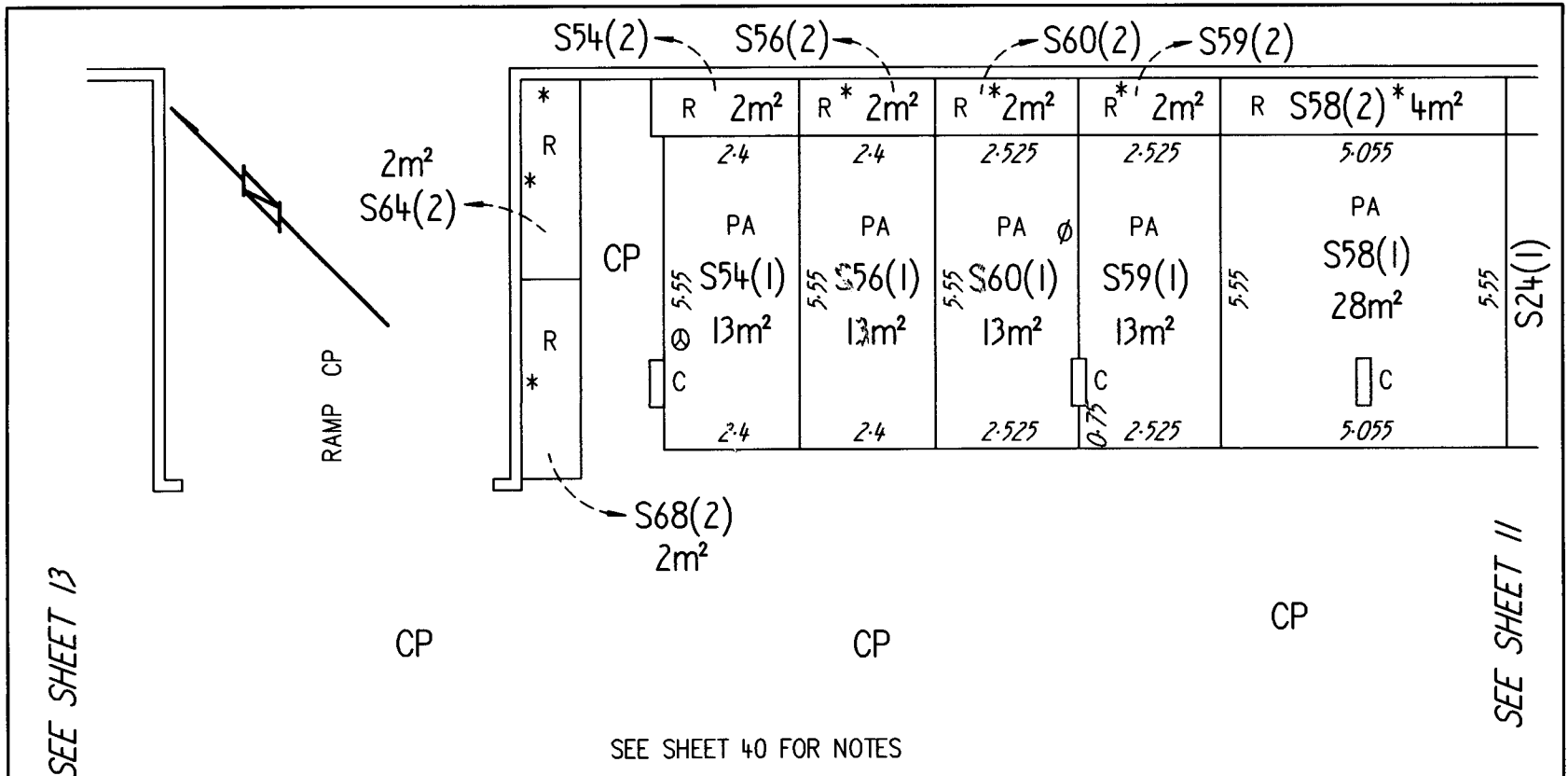
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

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



Signed by Martin Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]

Registered Proprietor

[Signature] Lyn Tankey.....

Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

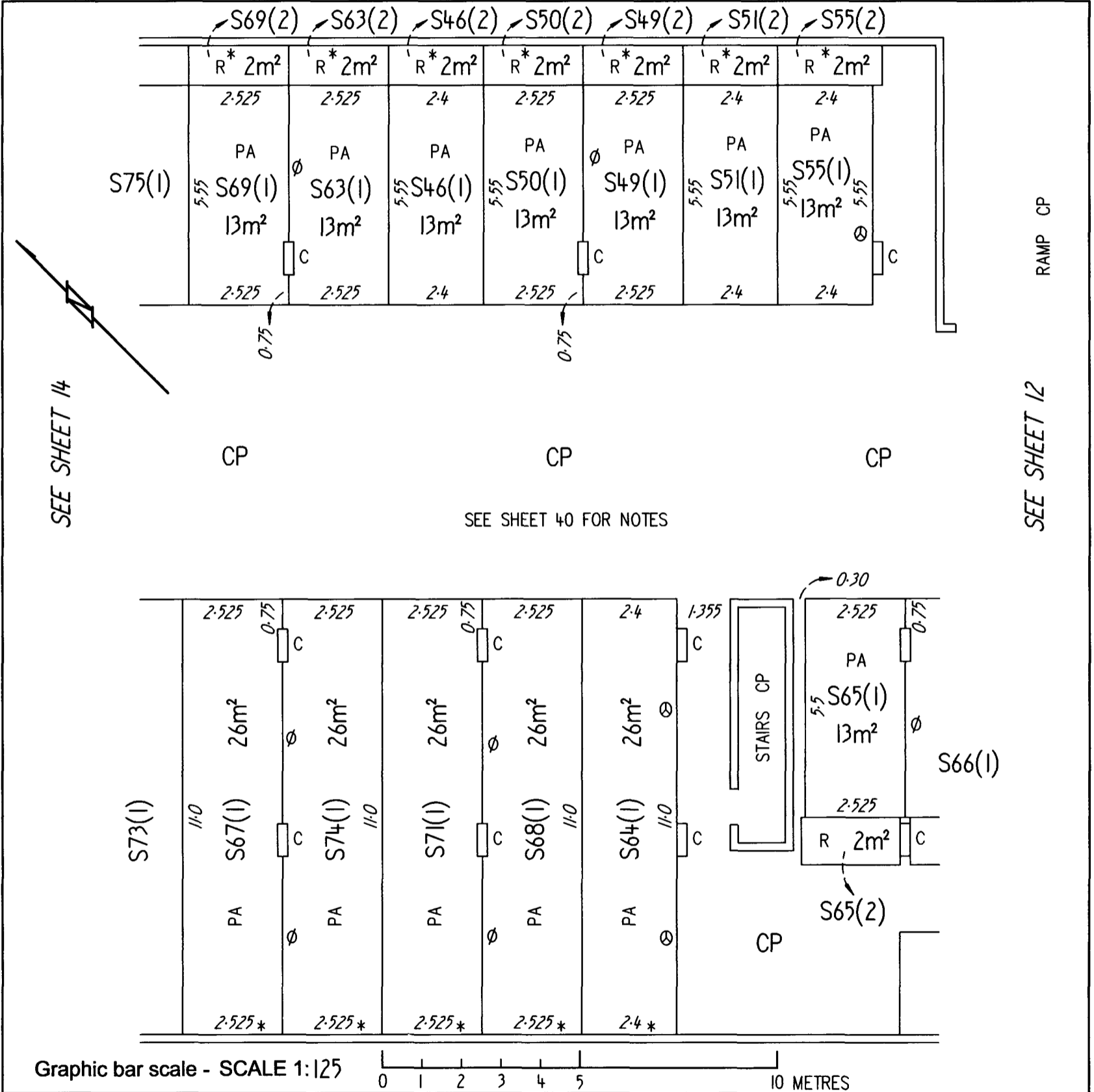
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

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



Signed by Martin ~~Martin~~ Crncevic by Power of Attorney #139760,
Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

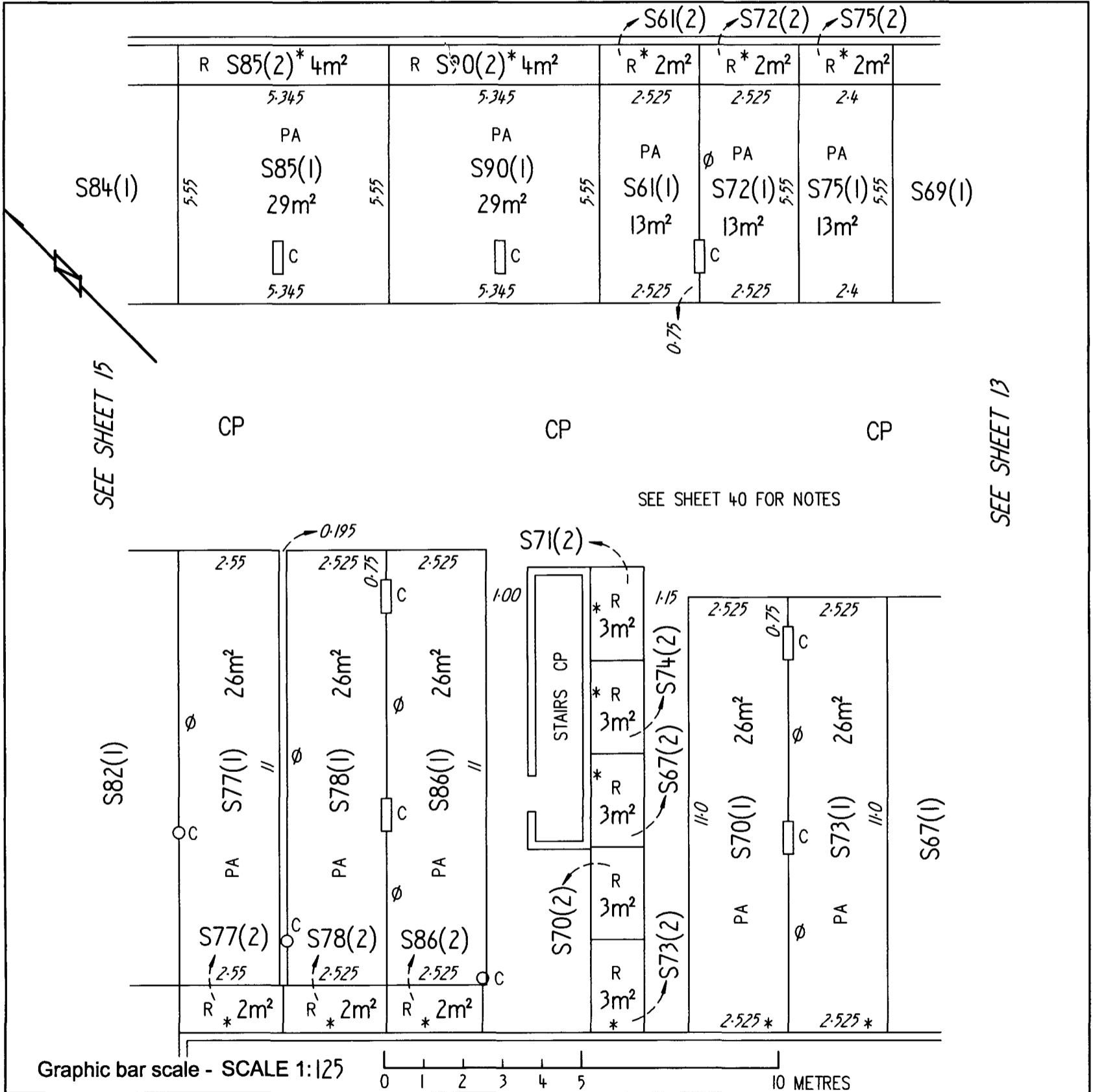
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

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



Signed by Martin *Mario Crncevic* by Power of Attorney #139760,
Attorney #139760, registered with the Office of Regulatory Services.

Mario Crncevic
Registered Proprietor

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

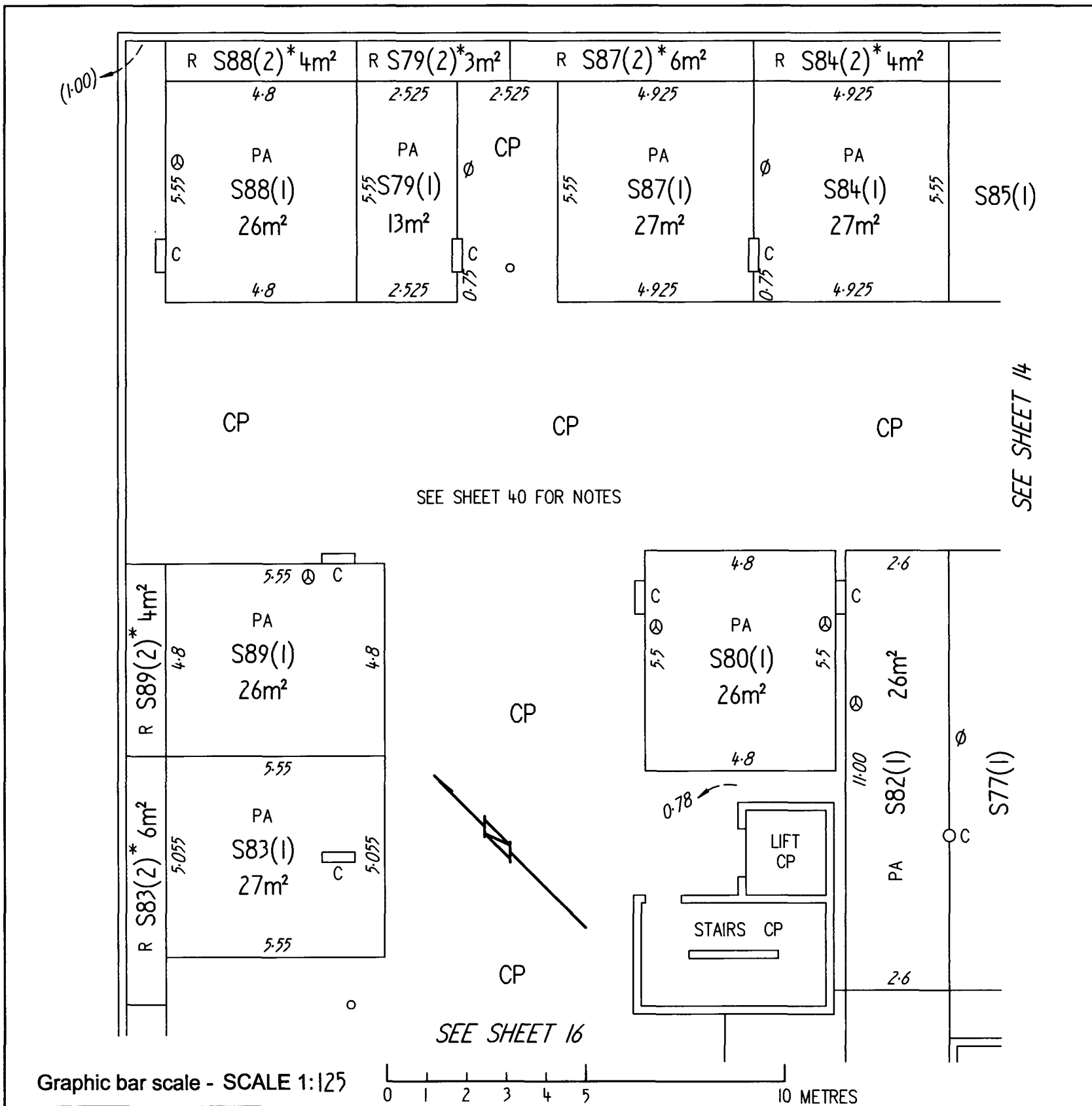
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



Signed by Martin Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]

Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

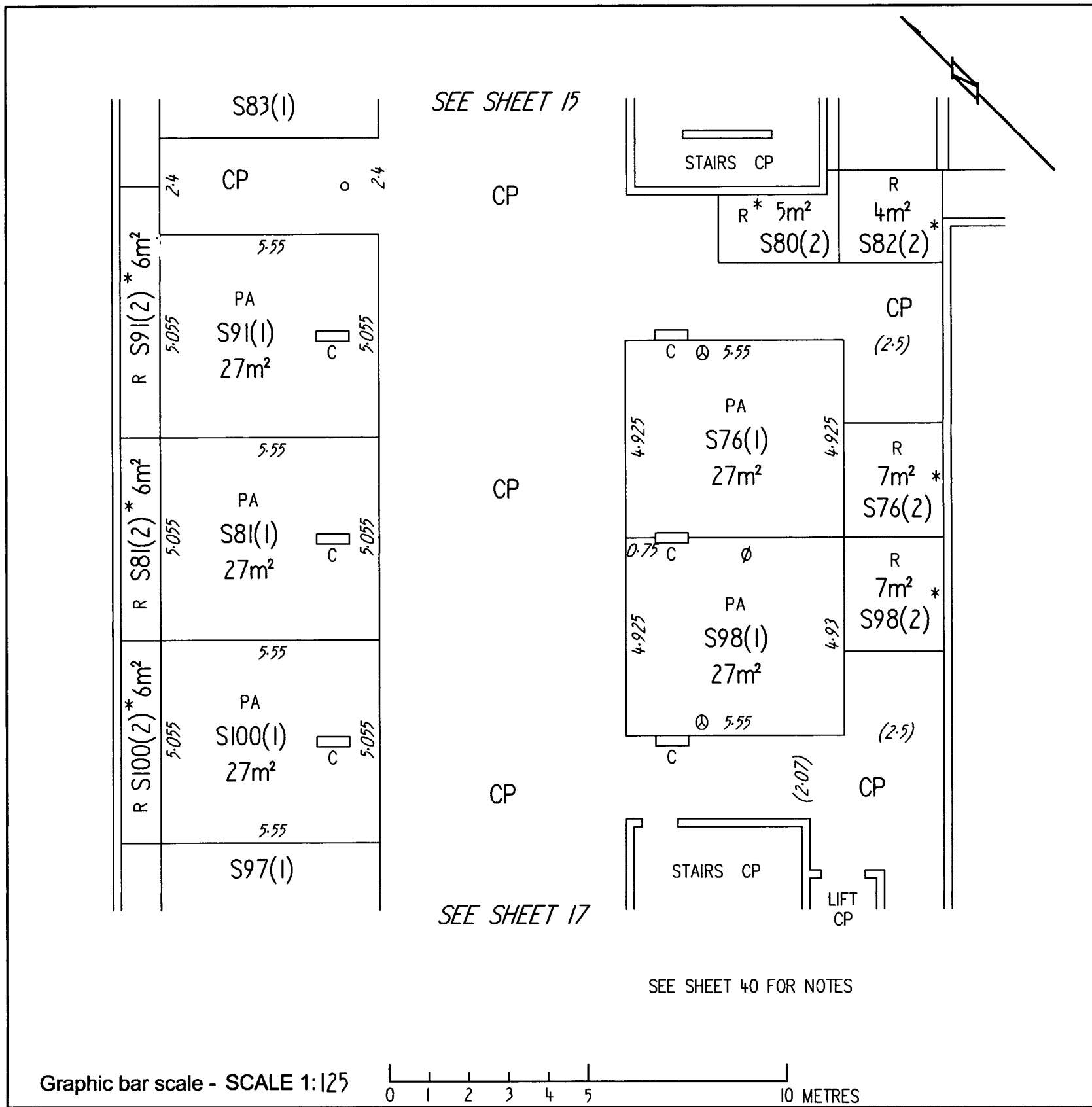
Form 091 - FP

FLOOR PLAN

Division	Section	Block
WRIGHT	16	I

UNITS PLAN No.
4085

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



Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760,
Attorney #139760, registered with the Office of Regulatory Services.

[Signature]

Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

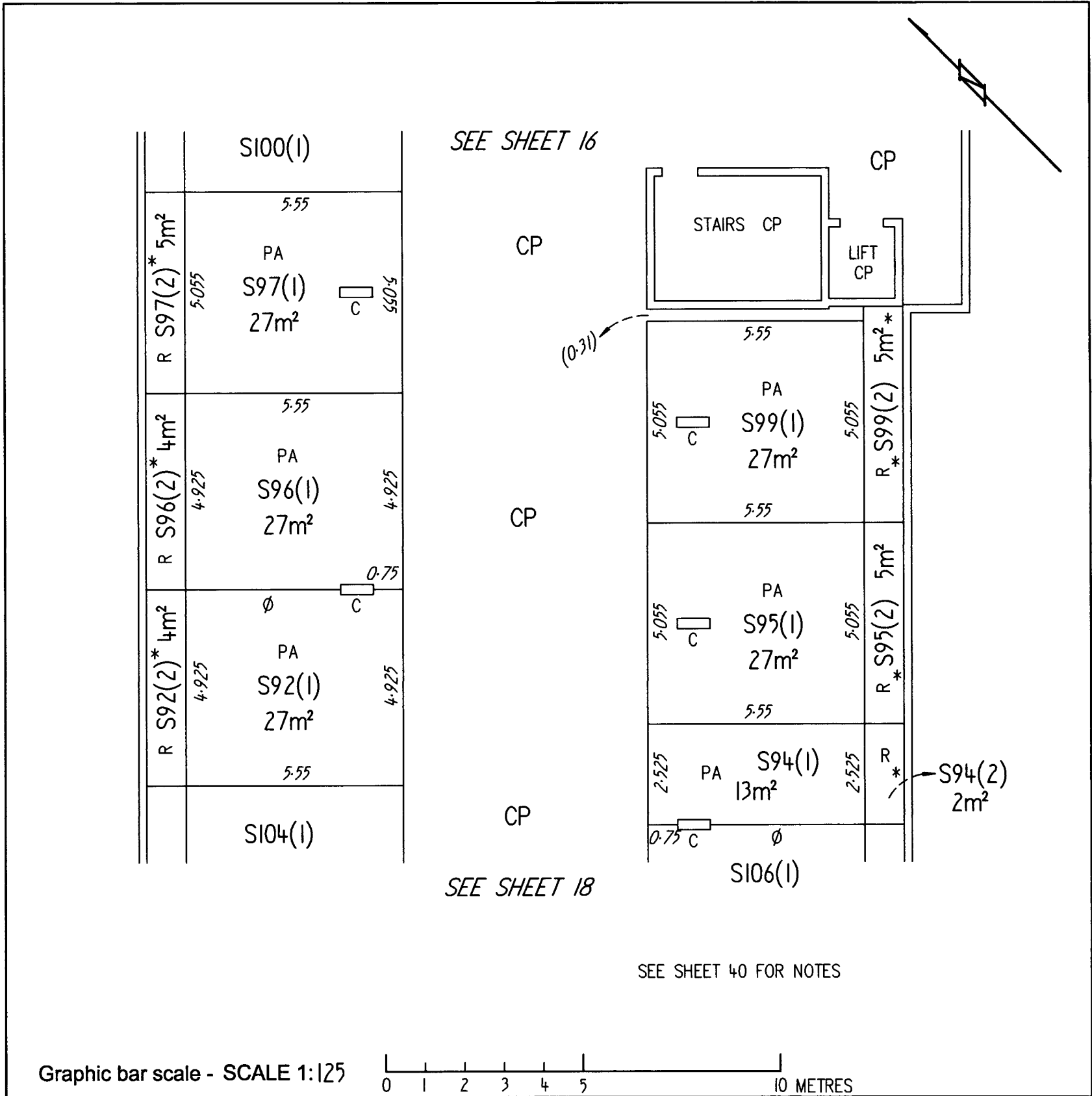
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

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



Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]

Registered Proprietor

[Signature] Lyn Tankey

Delegate of the ACT Environment and Sustainable Development Directorate

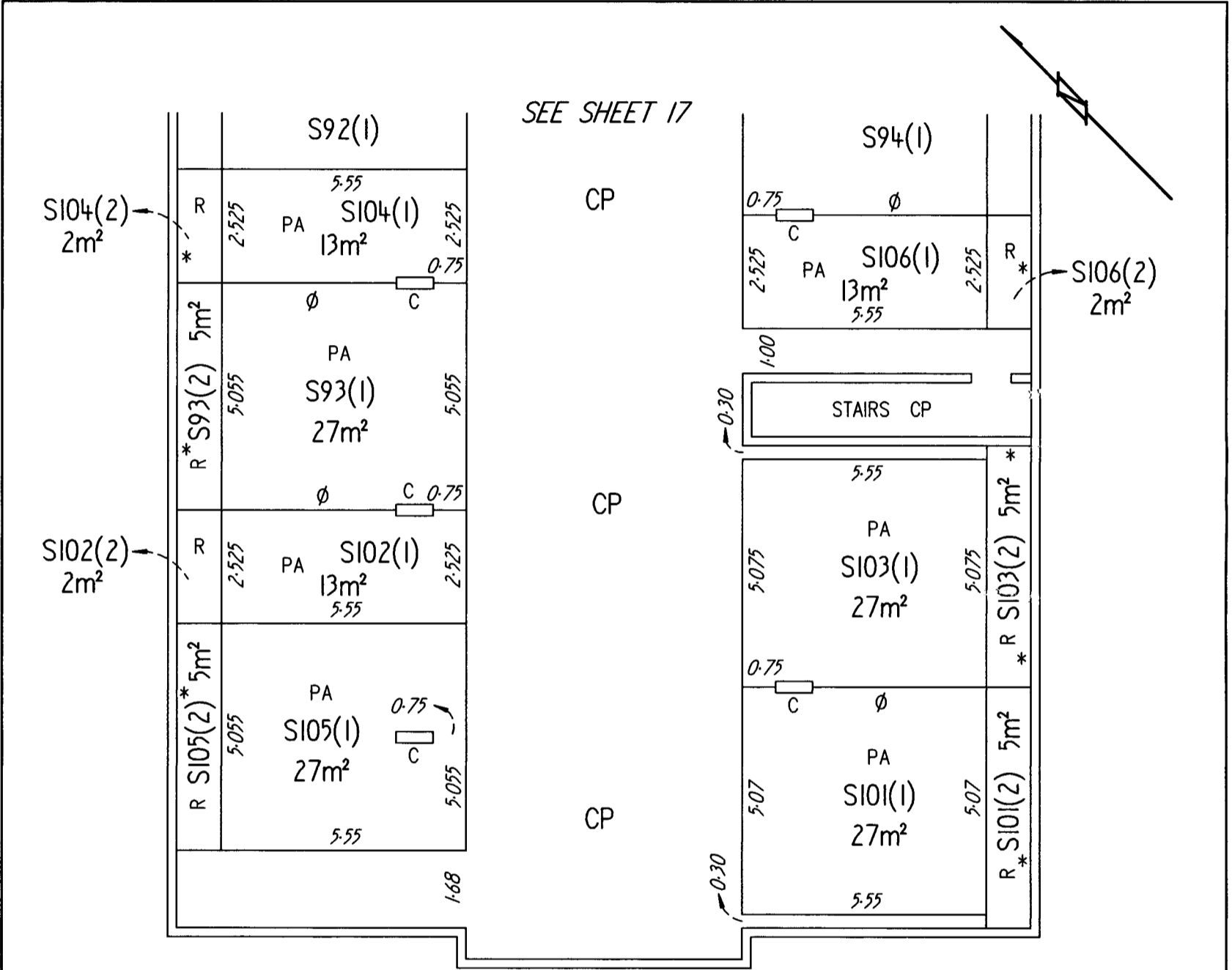
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

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



SEE SHEET 40 FOR NOTES

Graphic bar scale - SCALE 1:125



Signed by Martin ~~Pr~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

Registered Proprietor

Lyn Tankey

Delegate of the ACT Environment and Sustainable Development Directorate

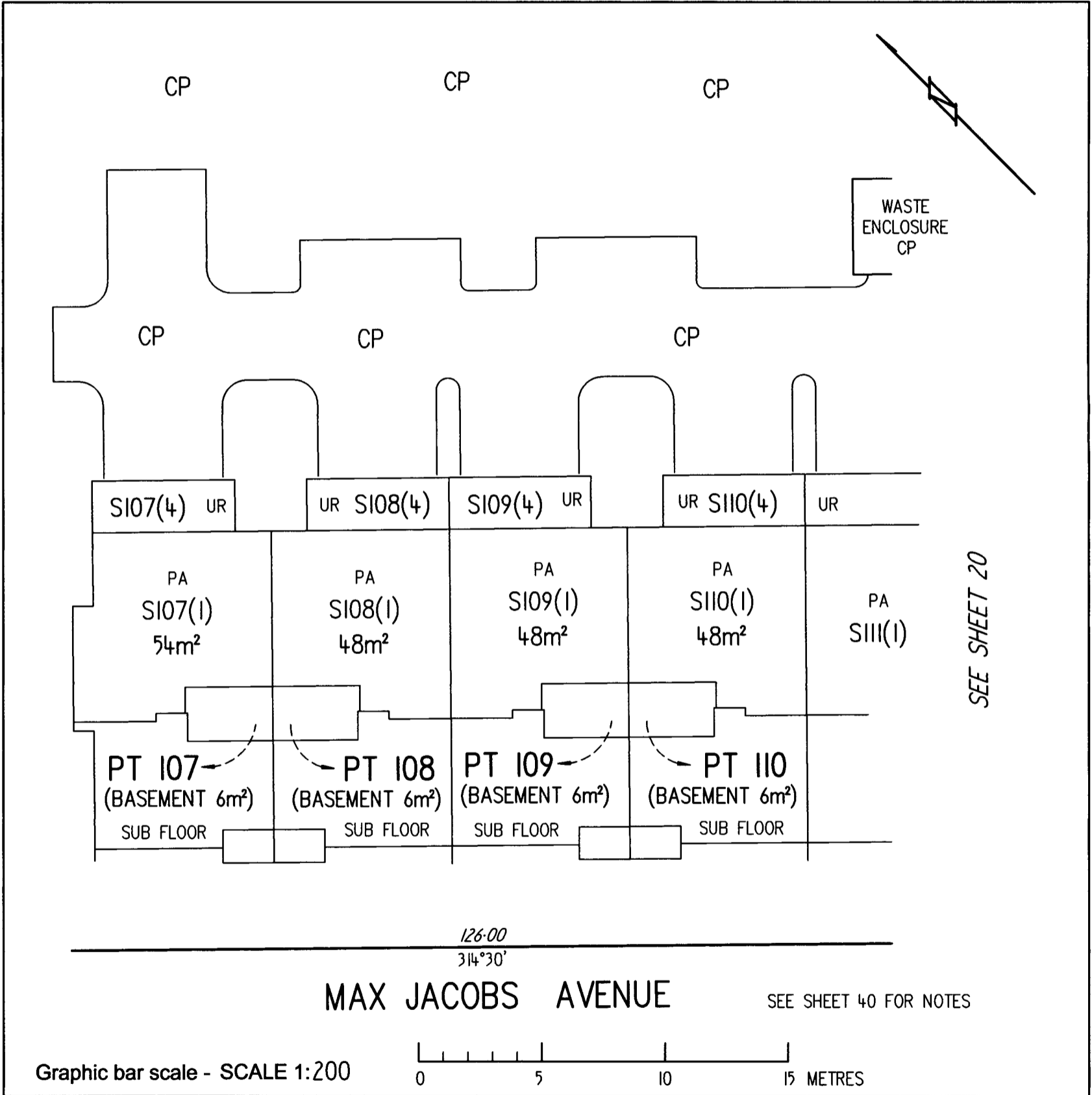
Form 091 - FP


OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate


FLOOR PLAN


Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



Signed by Martin  Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.


Registered Proprietor


Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

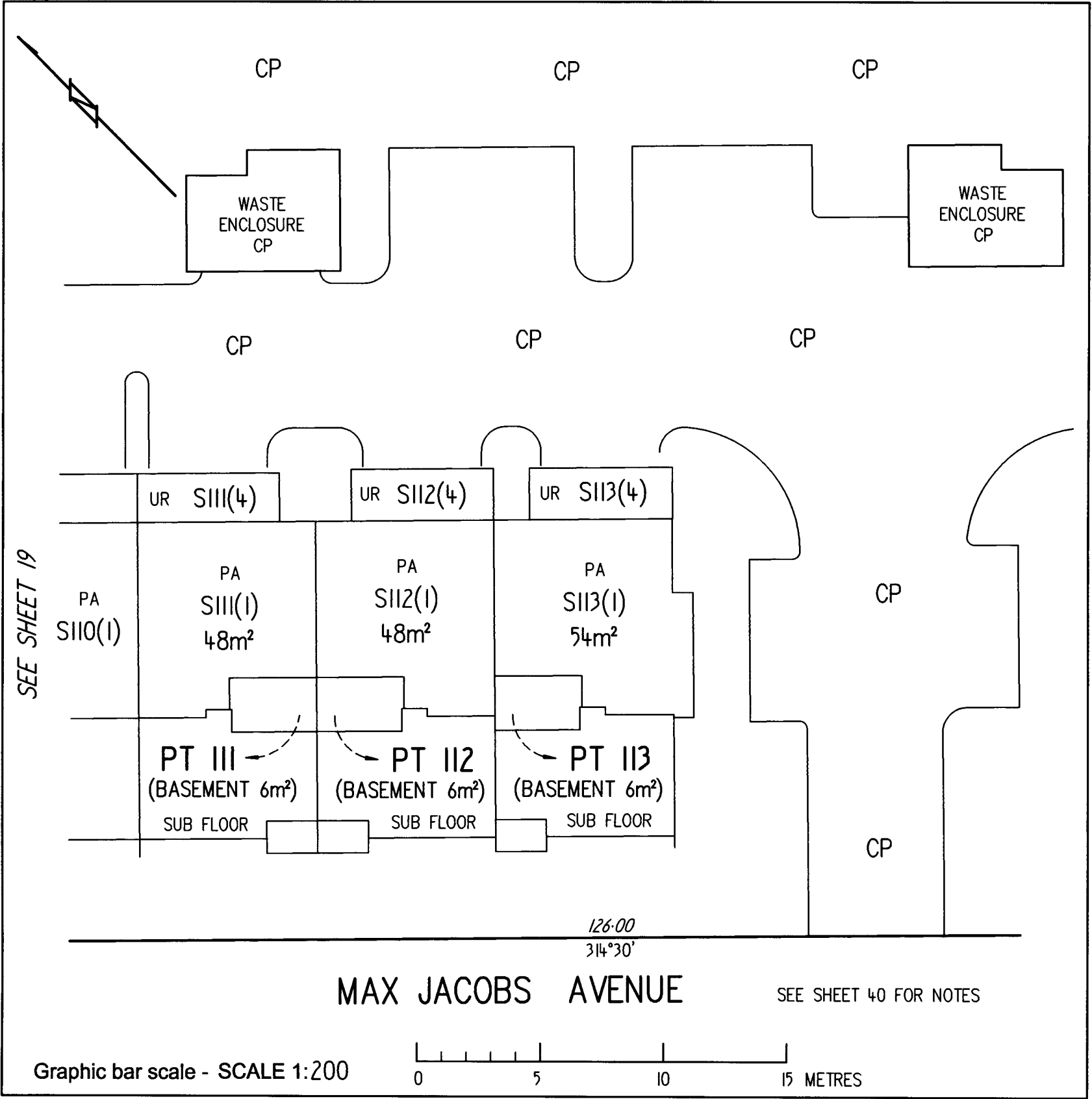
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



Signed by Martin ~~Crncevic~~ Crncevic by Power of Attorney #139760,
Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

Form 091 - FP

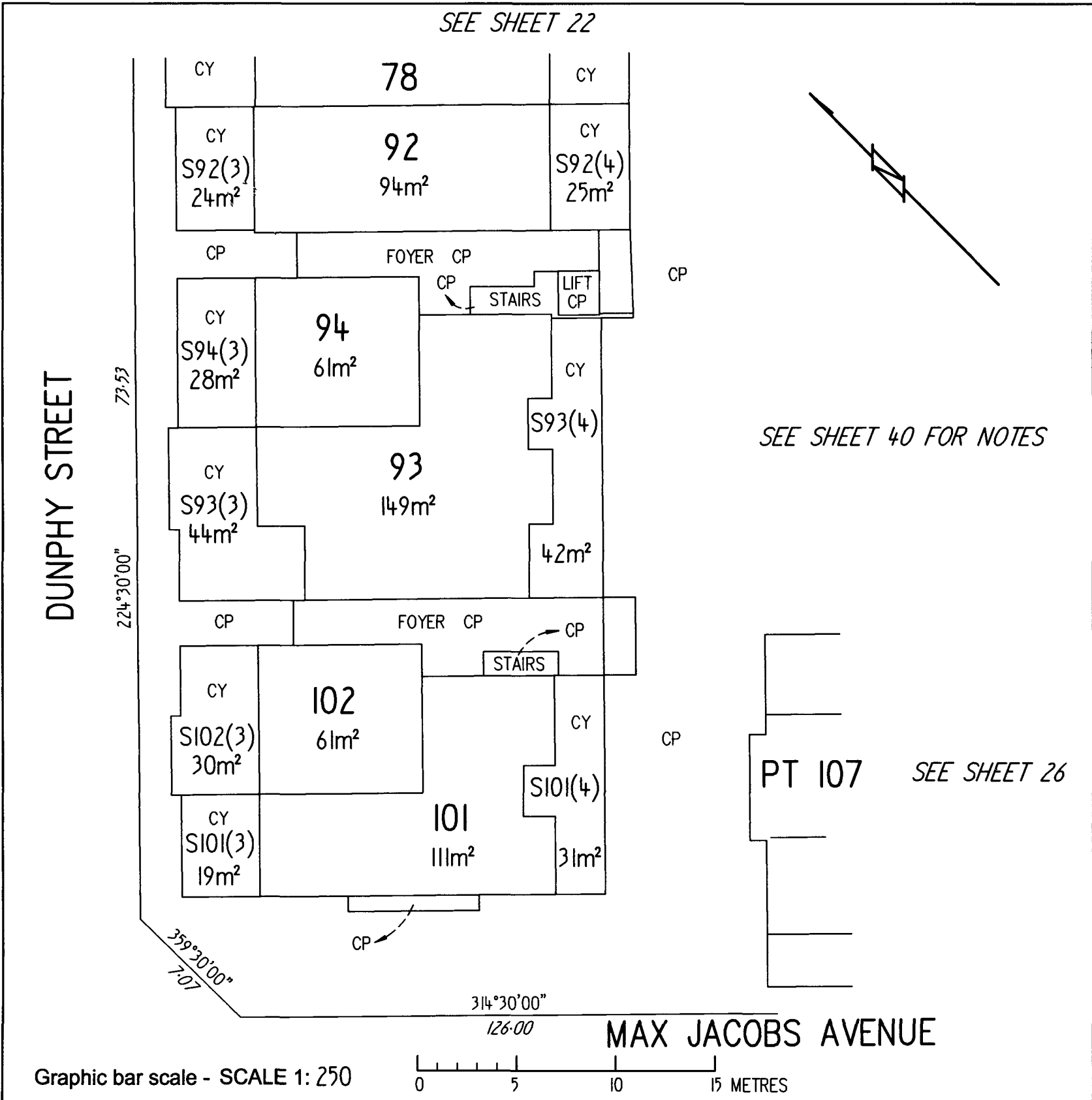
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

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



Signed by Martin ~~Martin~~ Crncevic by Power of Attorney #139760,
 Attorney #139760, registered with the Office of Regulatory Services.

M. Crncevic
 Registered Proprietor

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

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

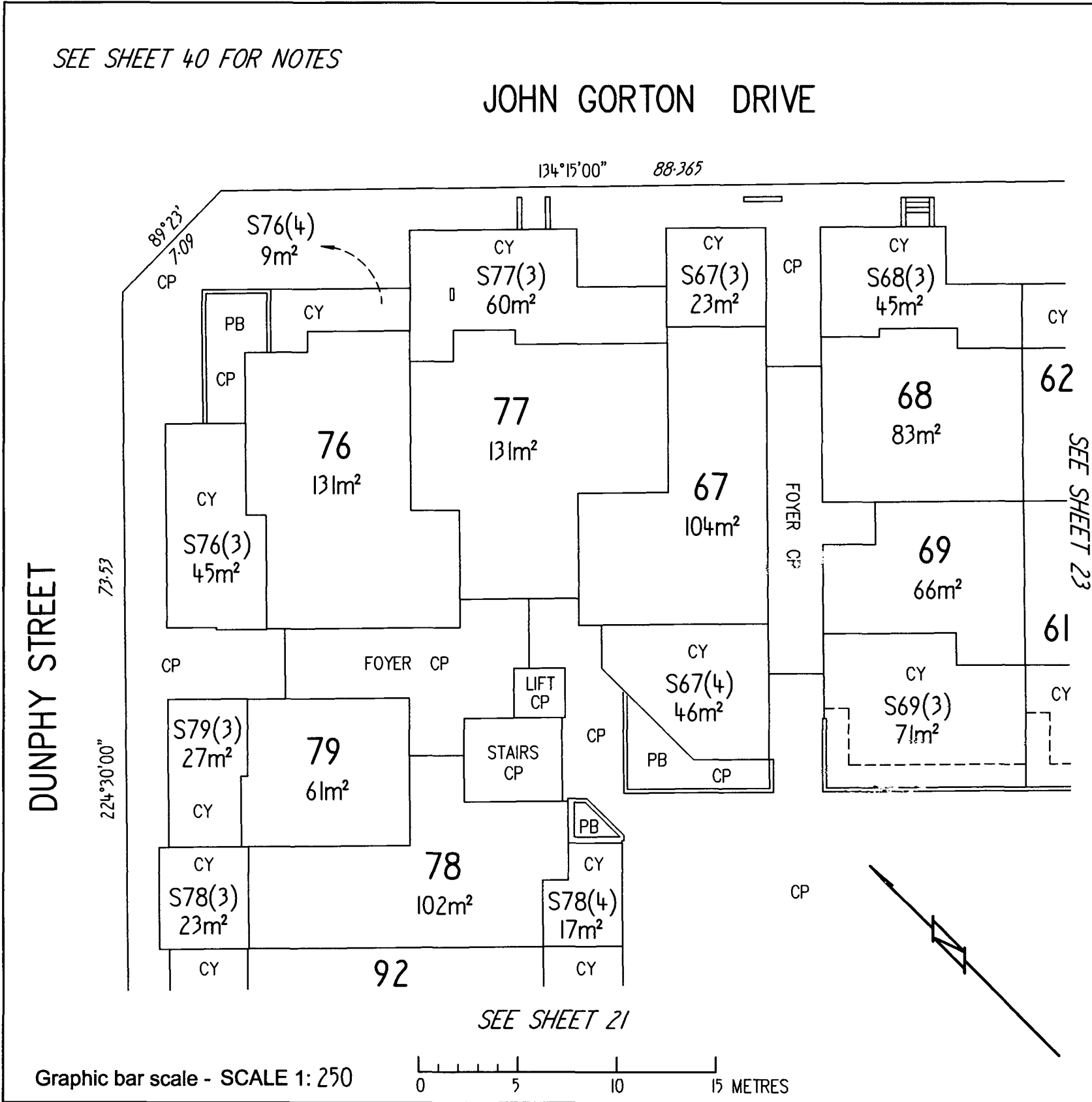
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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

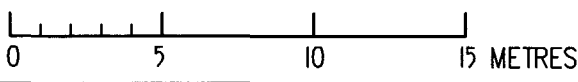
SEE SHEET 40 FOR NOTES

JOHN GORTON DRIVE



SEE SHEET 21

Graphic bar scale - SCALE 1: 250



Signed by Martin Crncevic by Power of Attorney #139760,
Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

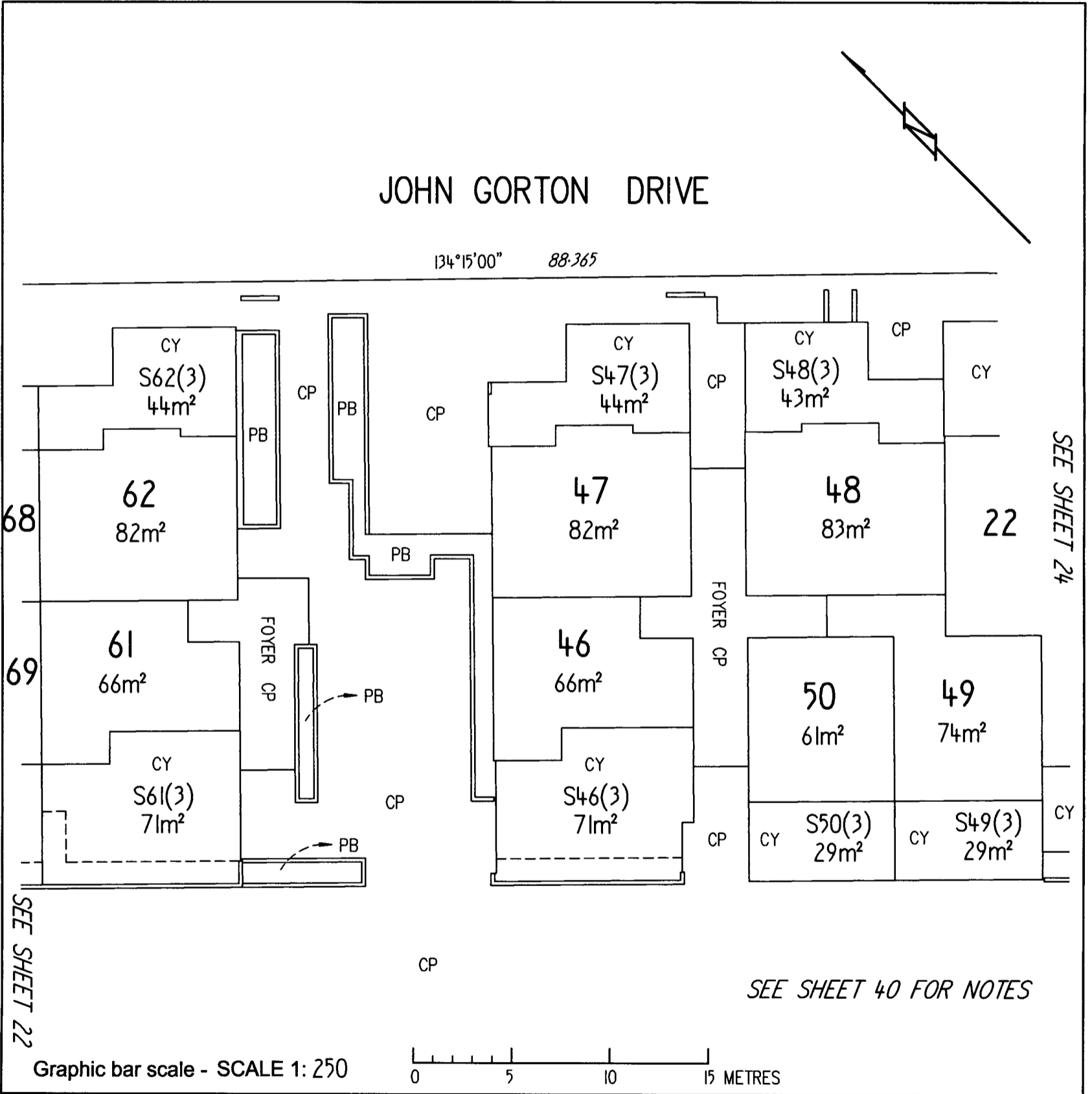
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

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



Signed by Martin *M. Crncevic* by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

M. Crncevic

Registered Proprietor

Lyn Tankey Lyn Tankey

Delegate of the ACT Environment and Sustainable Development Directorate

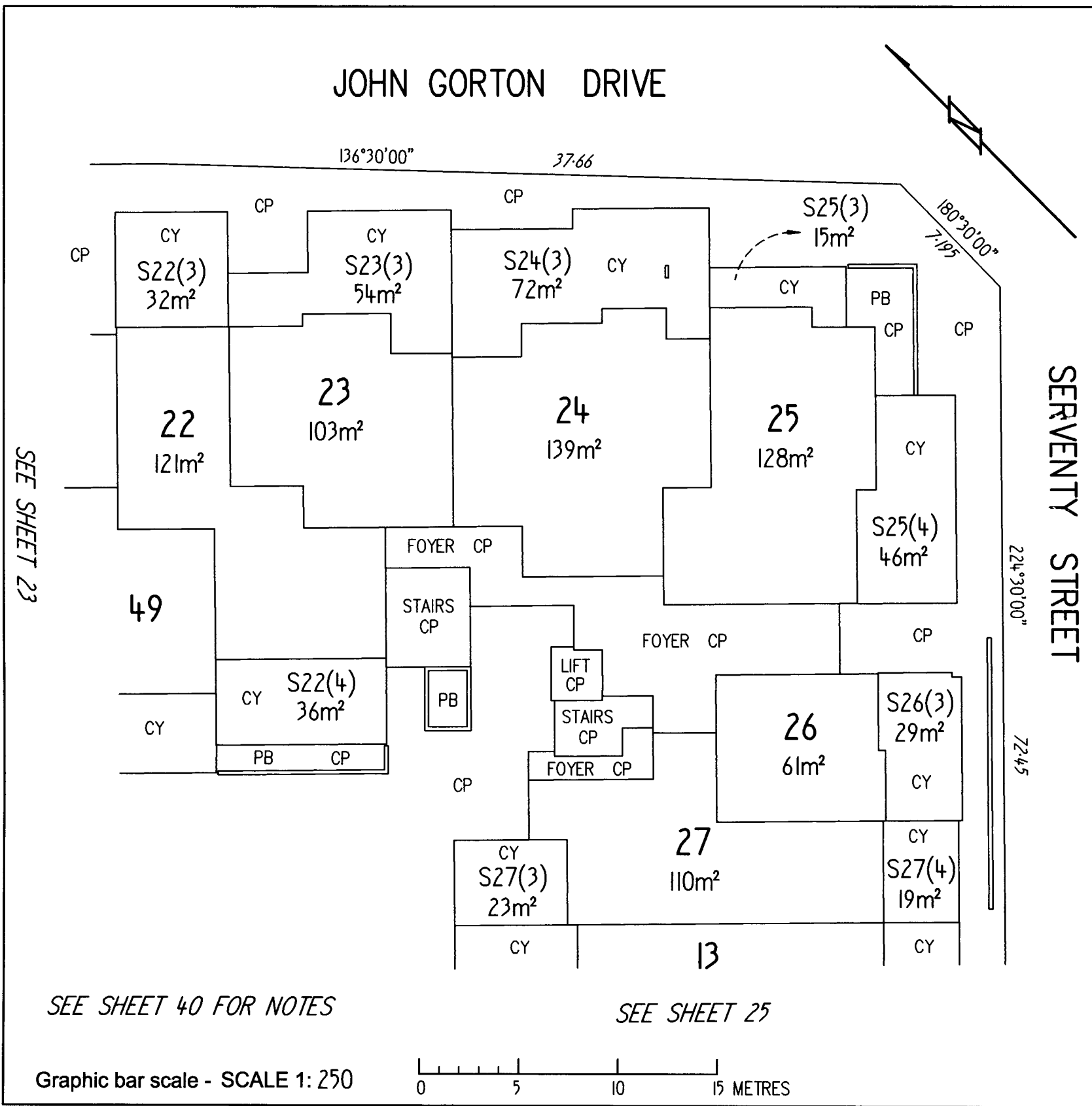
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

FLOOR NUMBER	GROUND
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M. Crncevic
Registered Proprietor

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

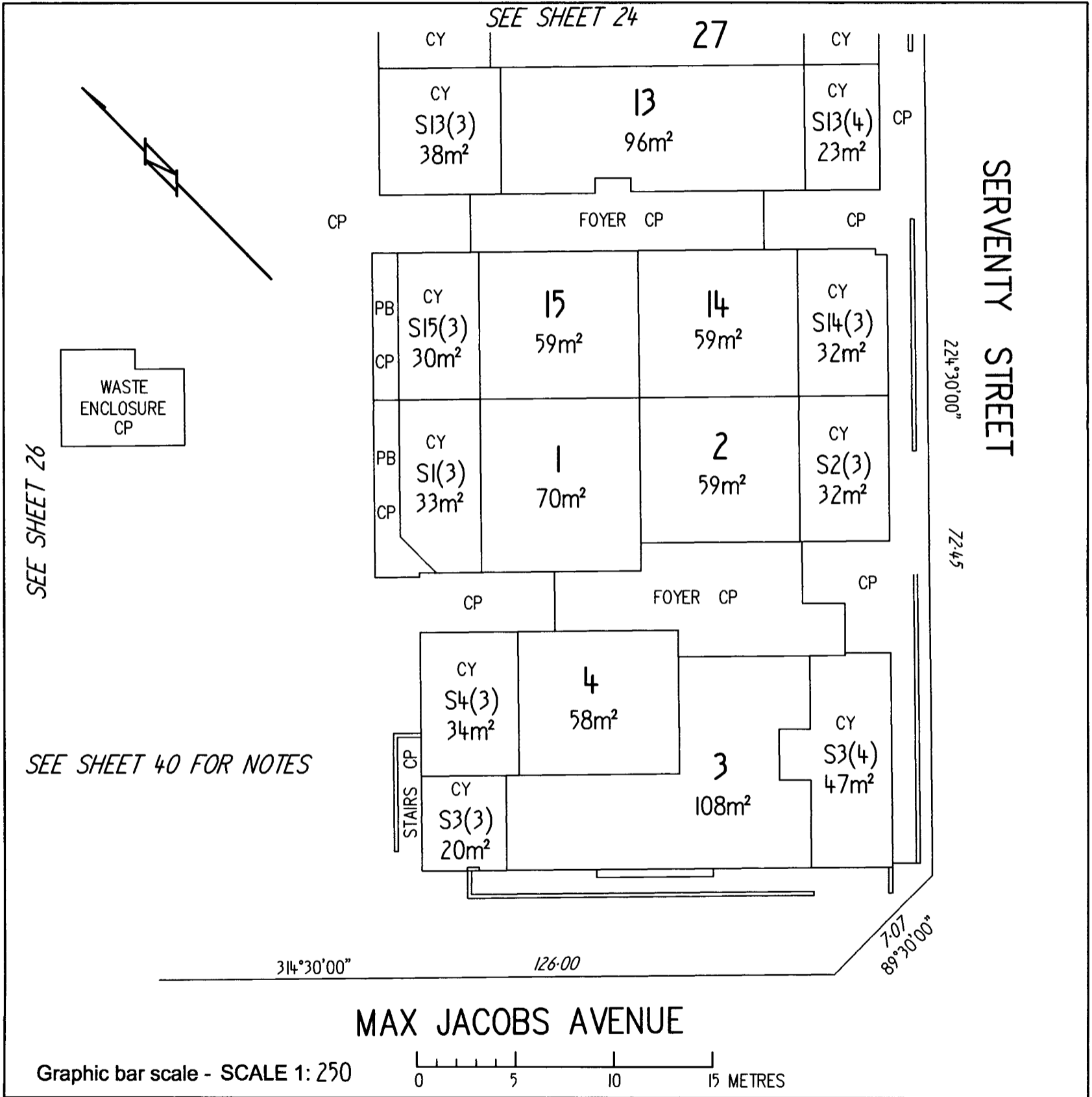
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

FLOOR NUMBER	GROUND
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Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

M. Crncevic
Registered Proprietor

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

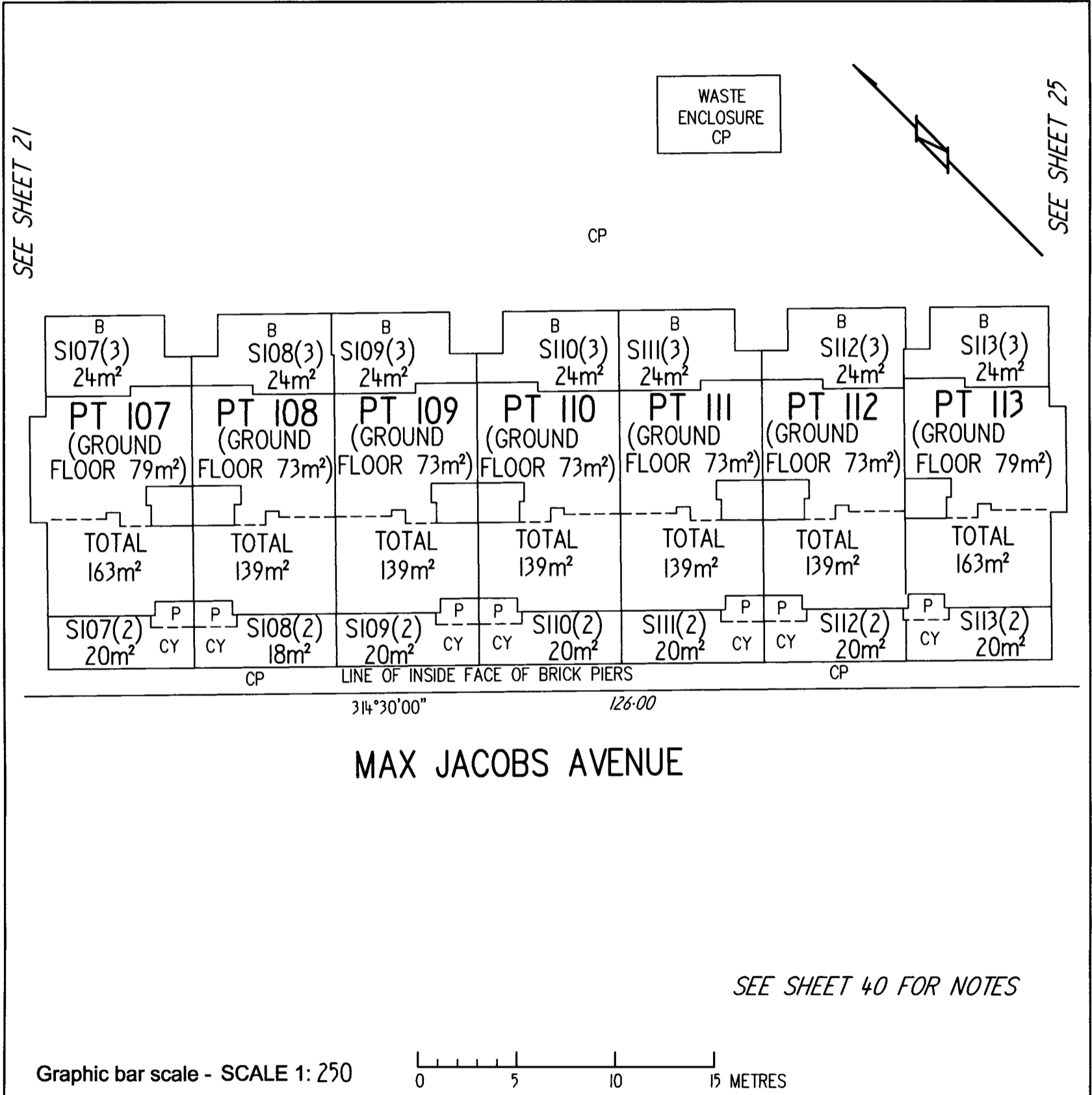
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

FLOOR NUMBER	GROUND
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Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature].....Lyn Tankey...
Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

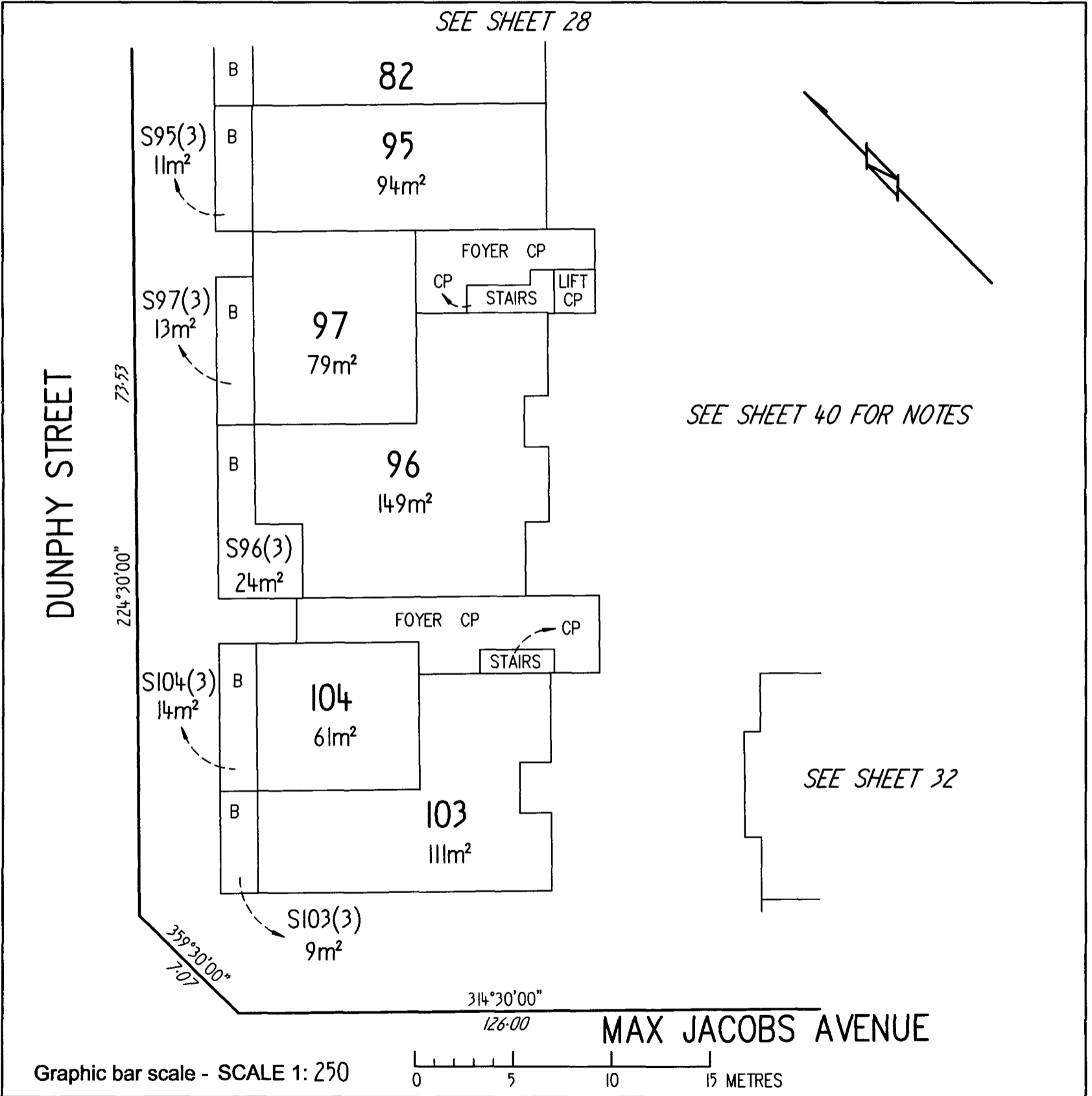
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

FLOOR NUMBER	FIRST
--------------	-------



Signed by Martin ~~Mr~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

M. Crncevic

Registered Proprietor

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

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

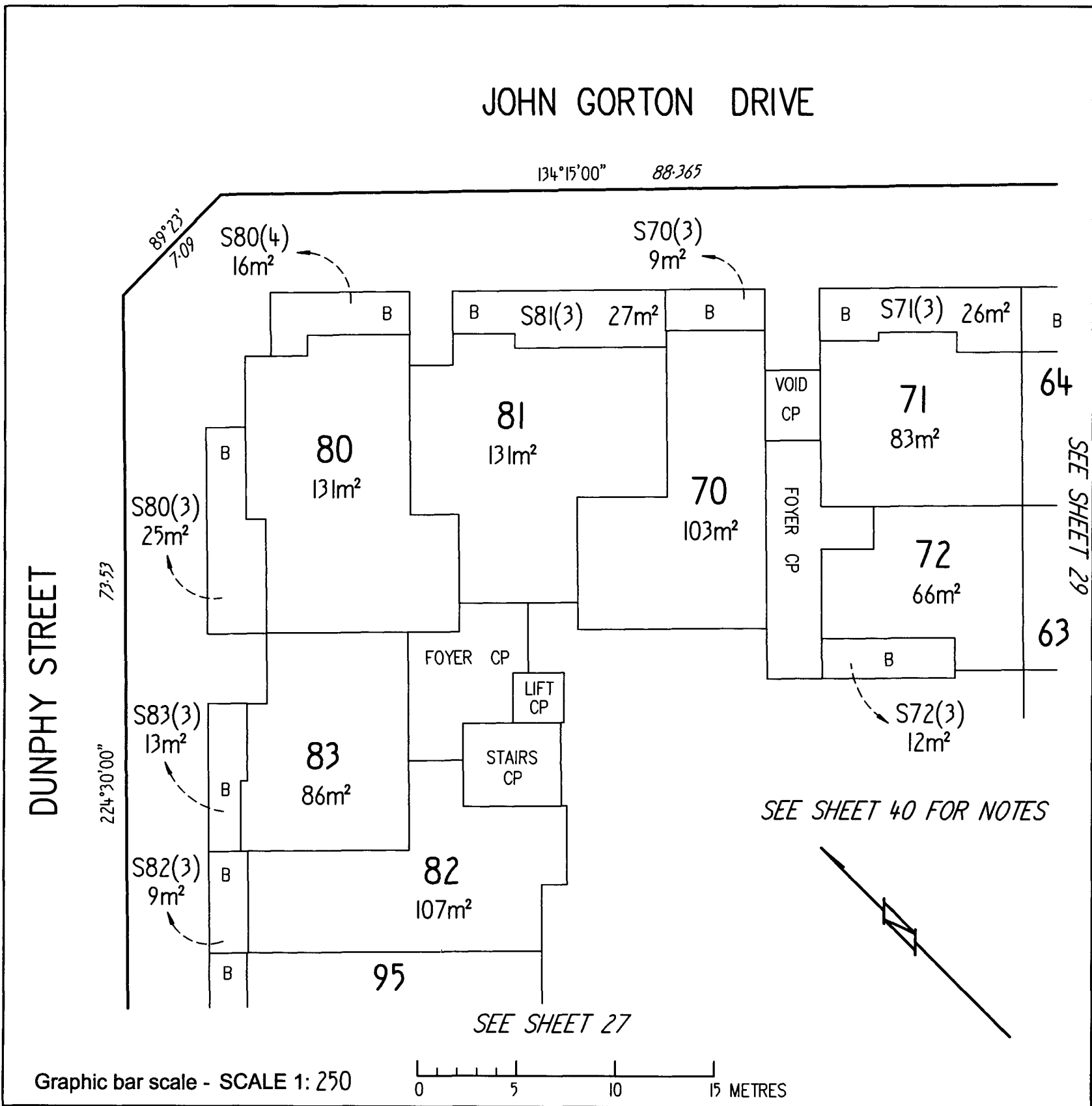
Form 091 - FP

FLOOR PLAN

Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

FLOOR NUMBER	FIRST
--------------	-------



Signed by Martin ~~Wright~~ Crncevic by Power of Attorney #139760,
Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

LAND TITLES

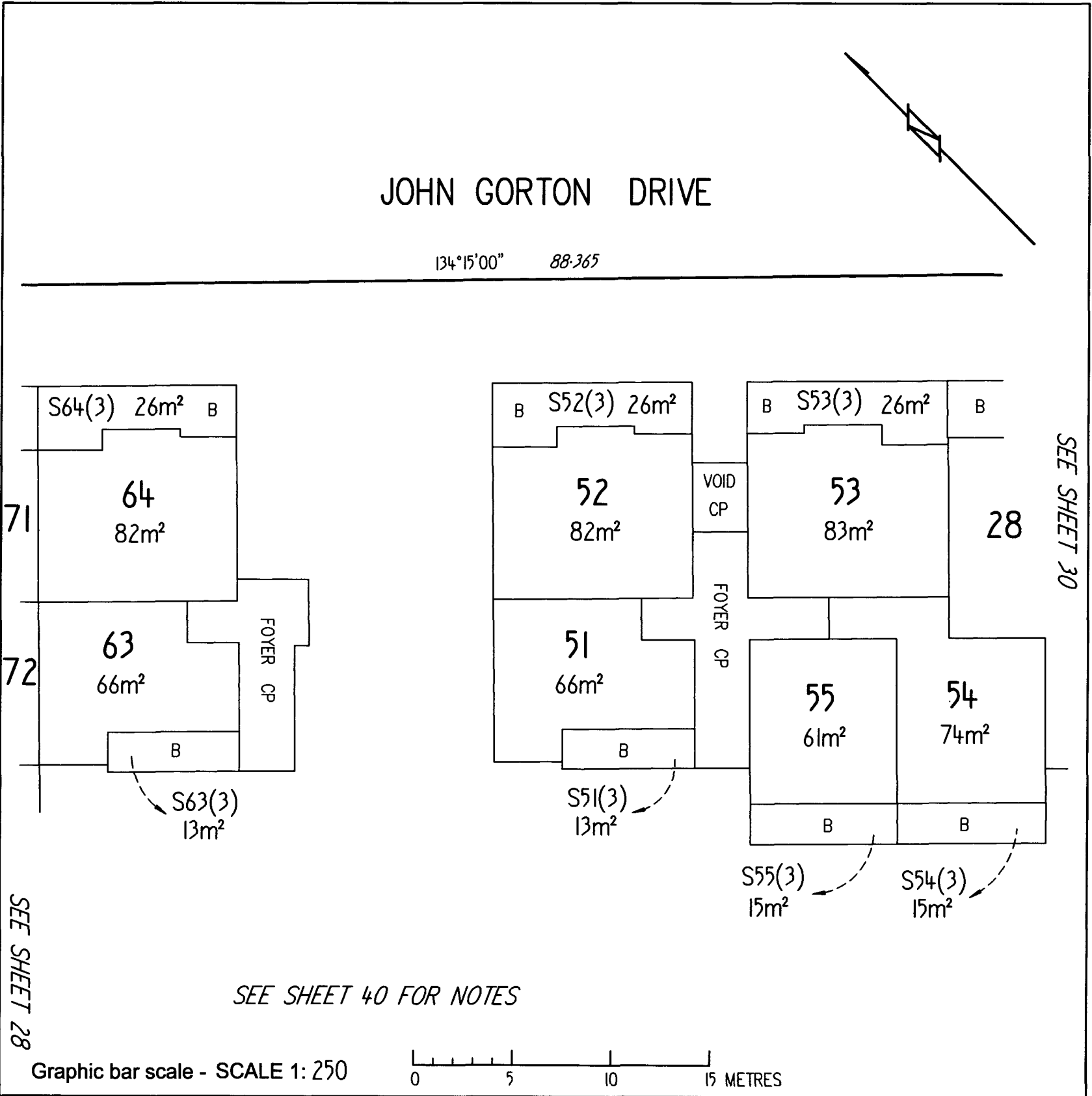
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

FLOOR NUMBER	FIRST
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[Signature]
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

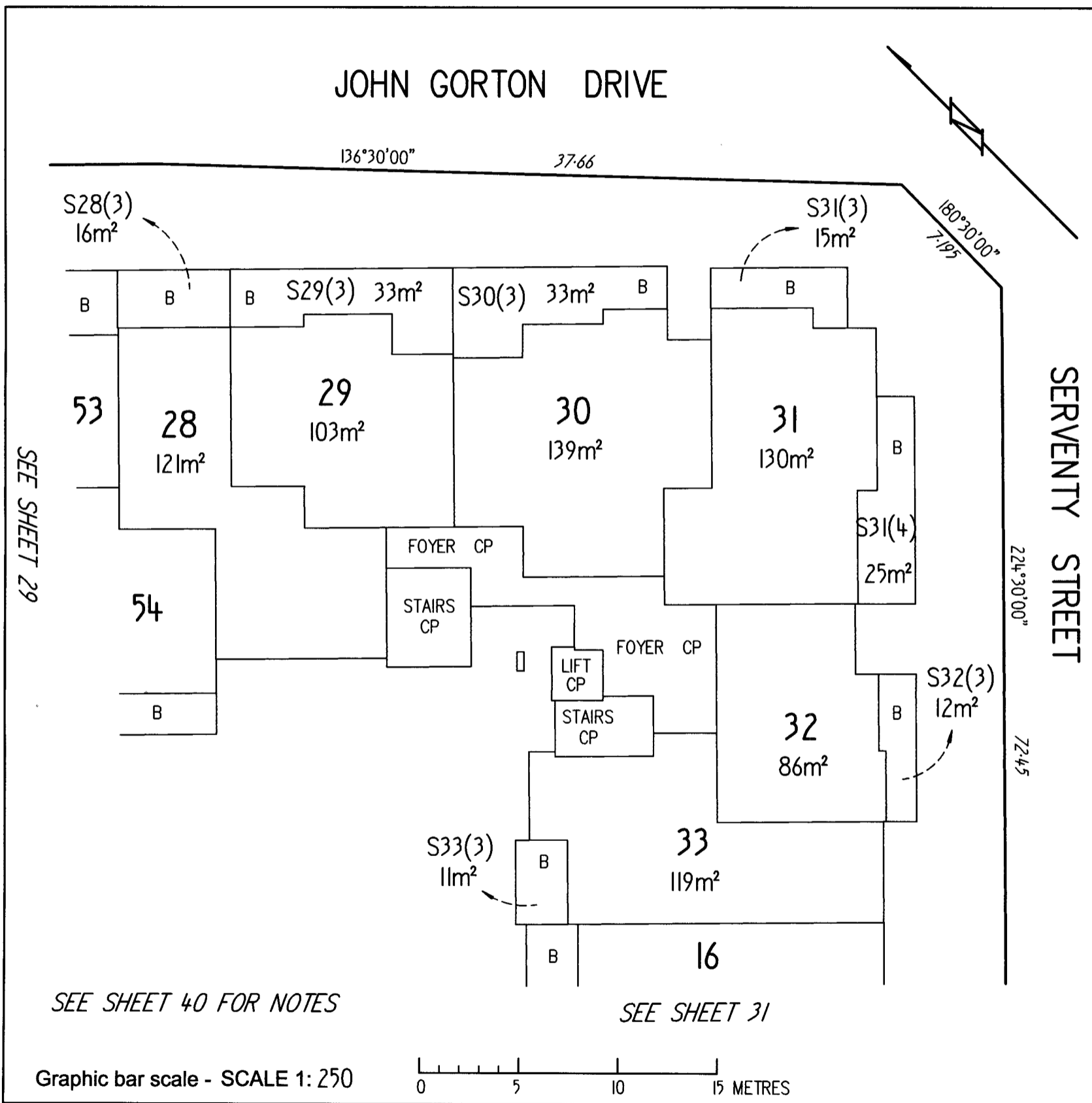
Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

FLOOR NUMBER	FIRST
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[Signature]
Registered Proprietor

[Signature] Lyn Tankey...
Delegate of the ACT Environment and Sustainable Development Directorate

LAND TITLES

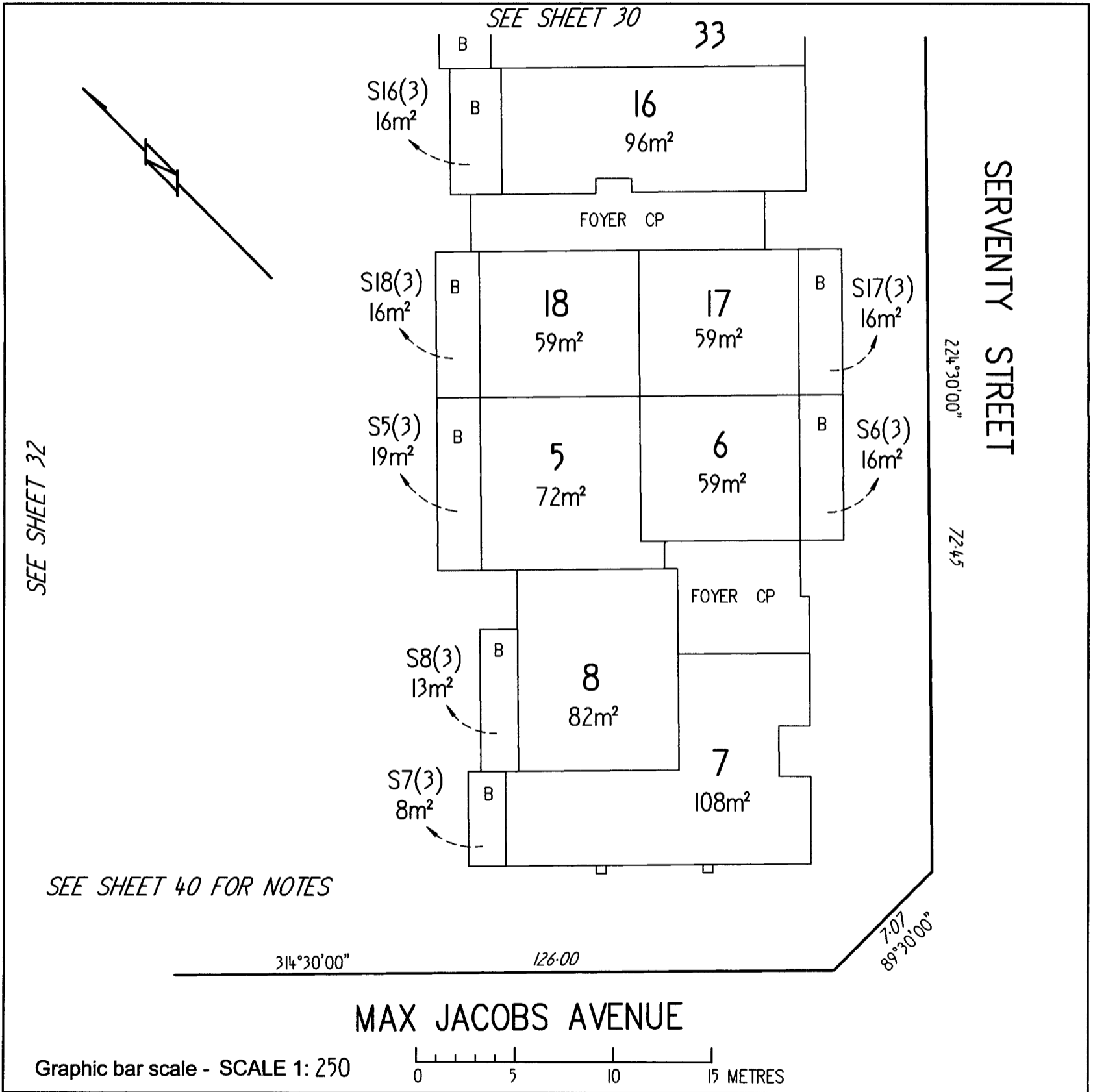
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

FLOOR NUMBER	FIRST
--------------	-------



Signed by Martin ~~Marko~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey
Delegates of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

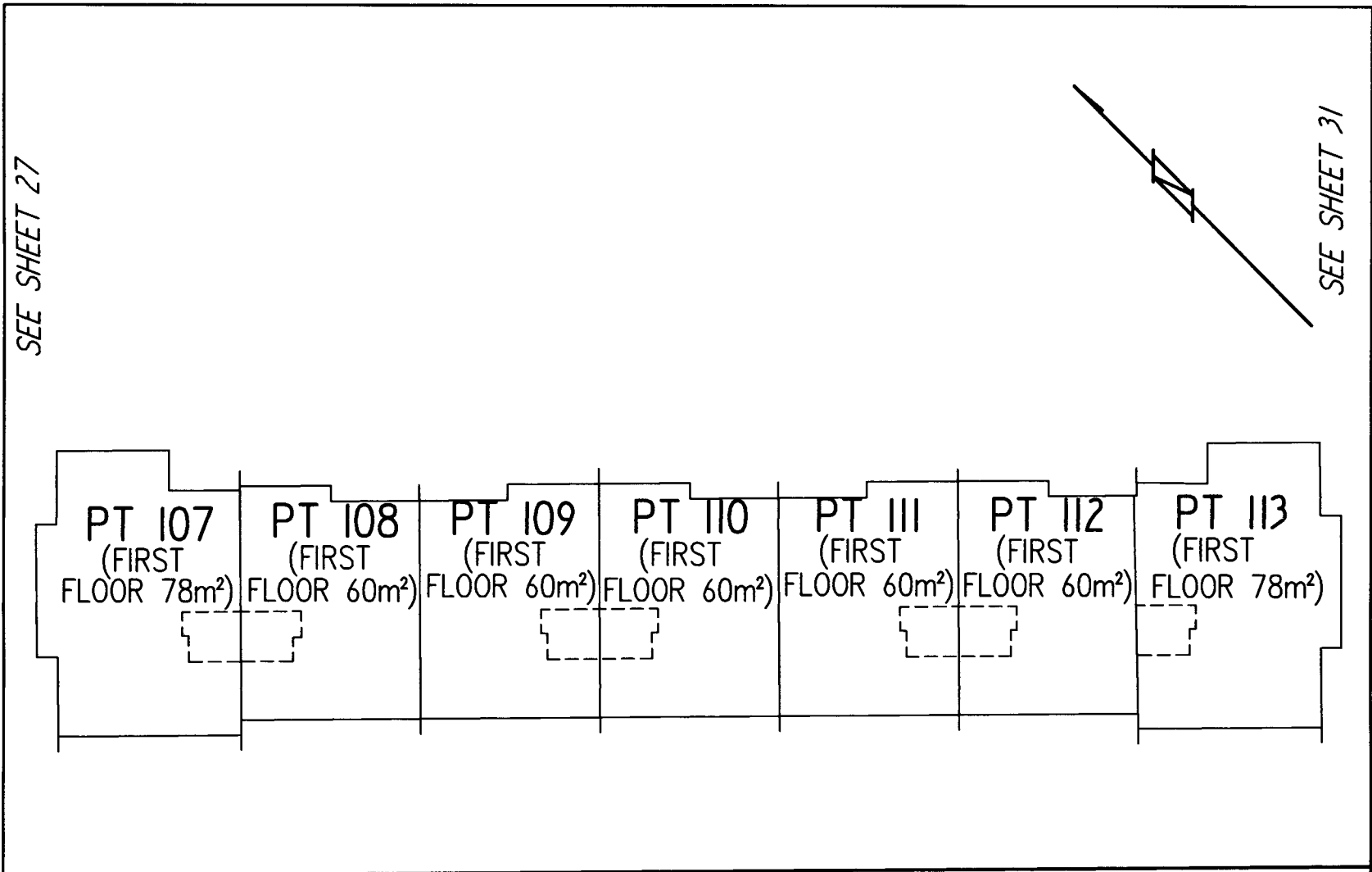
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

FLOOR NUMBER	FIRST
--------------	-------



314°30'00" 126.00

MAX JACOBS AVENUE

SEE SHEET 40 FOR NOTES

Graphic bar scale - SCALE 1: 250

Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

Registered Proprietor

Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

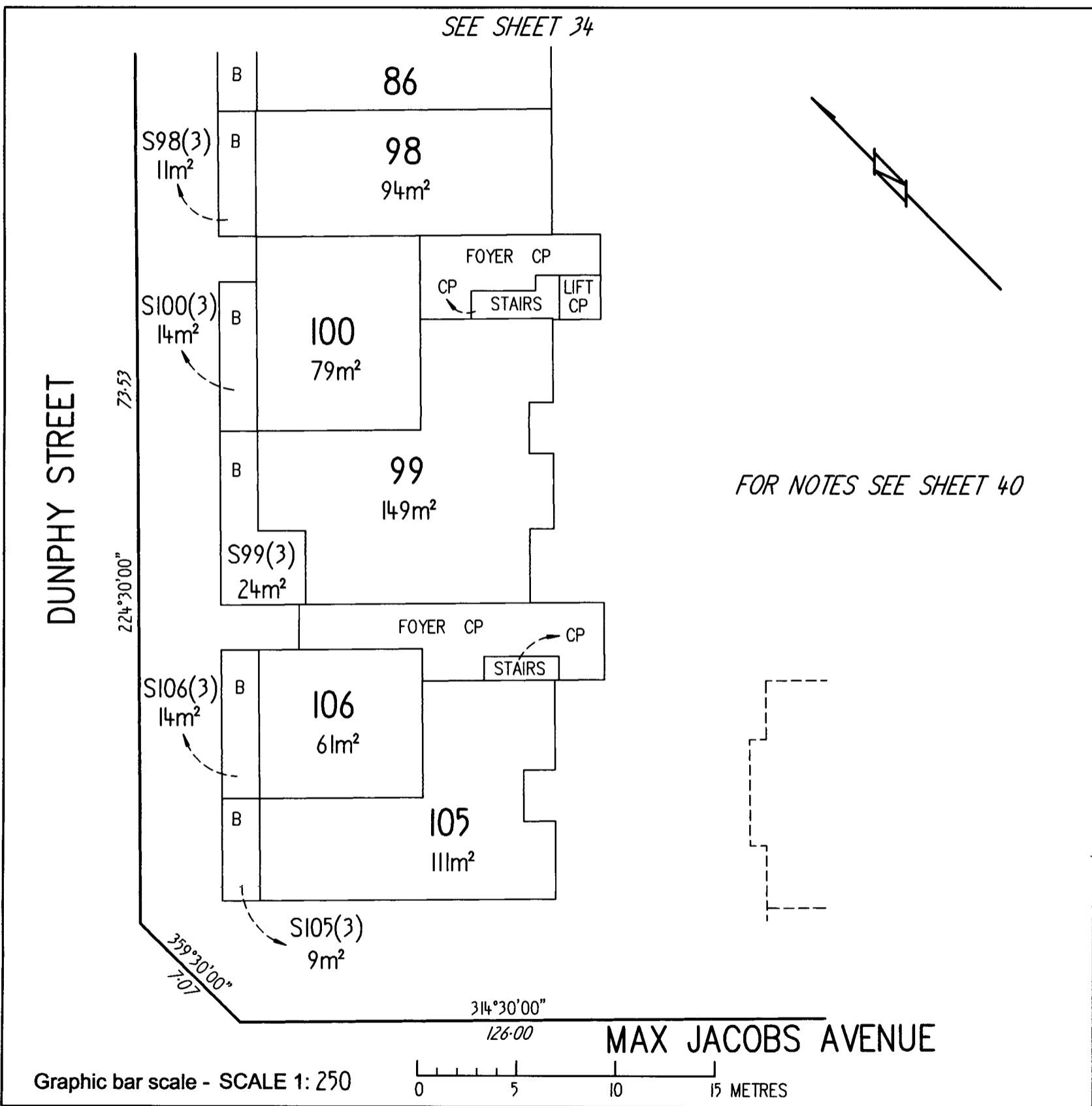
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

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



Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

M. Crncevic

Registered Proprietor

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

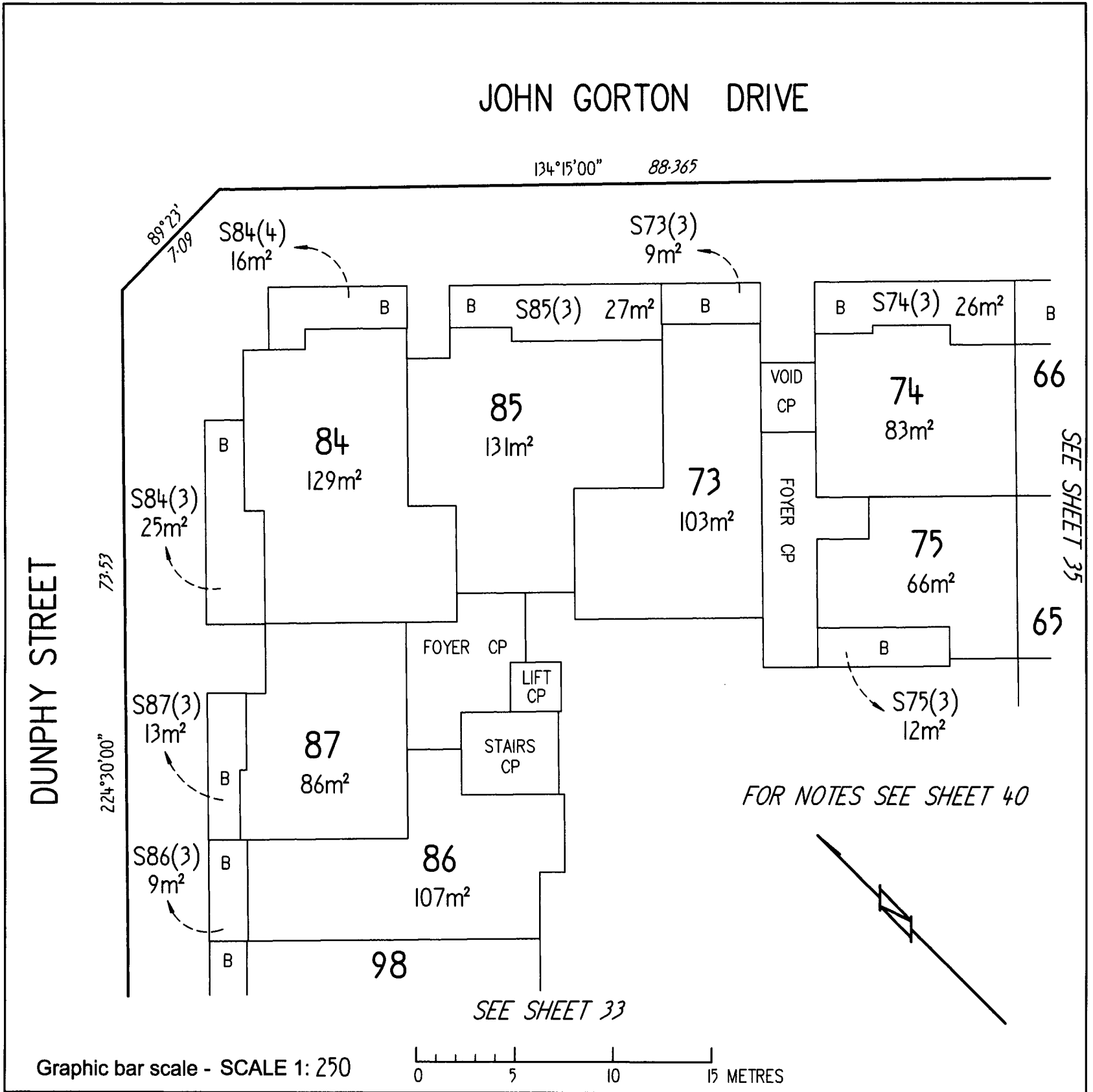
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OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

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



Signed by Martin Crncevic by Power of Attorney #139760,
Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey
Delegate of the ACT Environment and Sustainable
Development Directorate

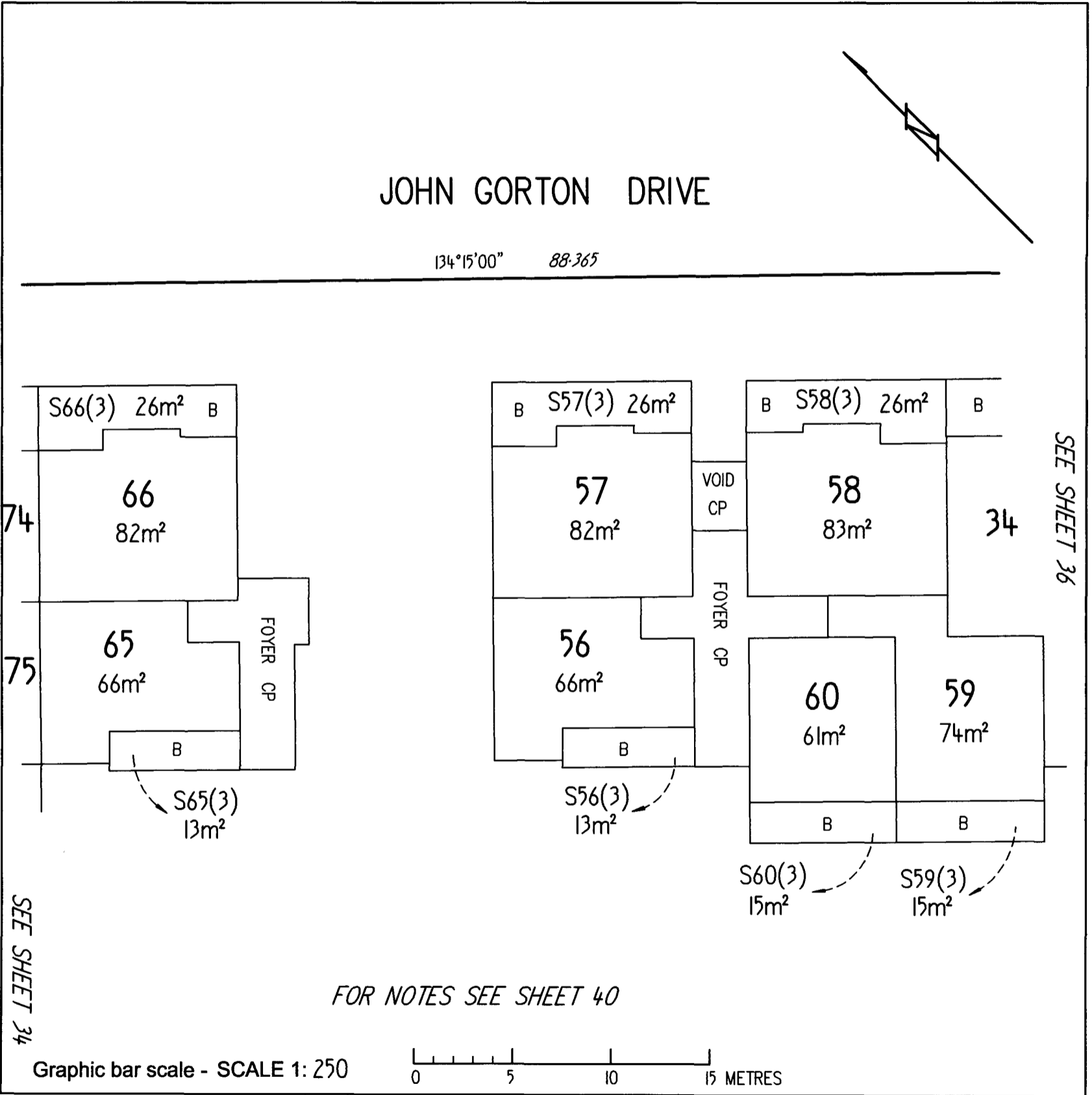
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OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	I	4085

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



Signed by Martin ~~Crncevic~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]

Registered Proprietor

[Signature] Lyn Tankey
 Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

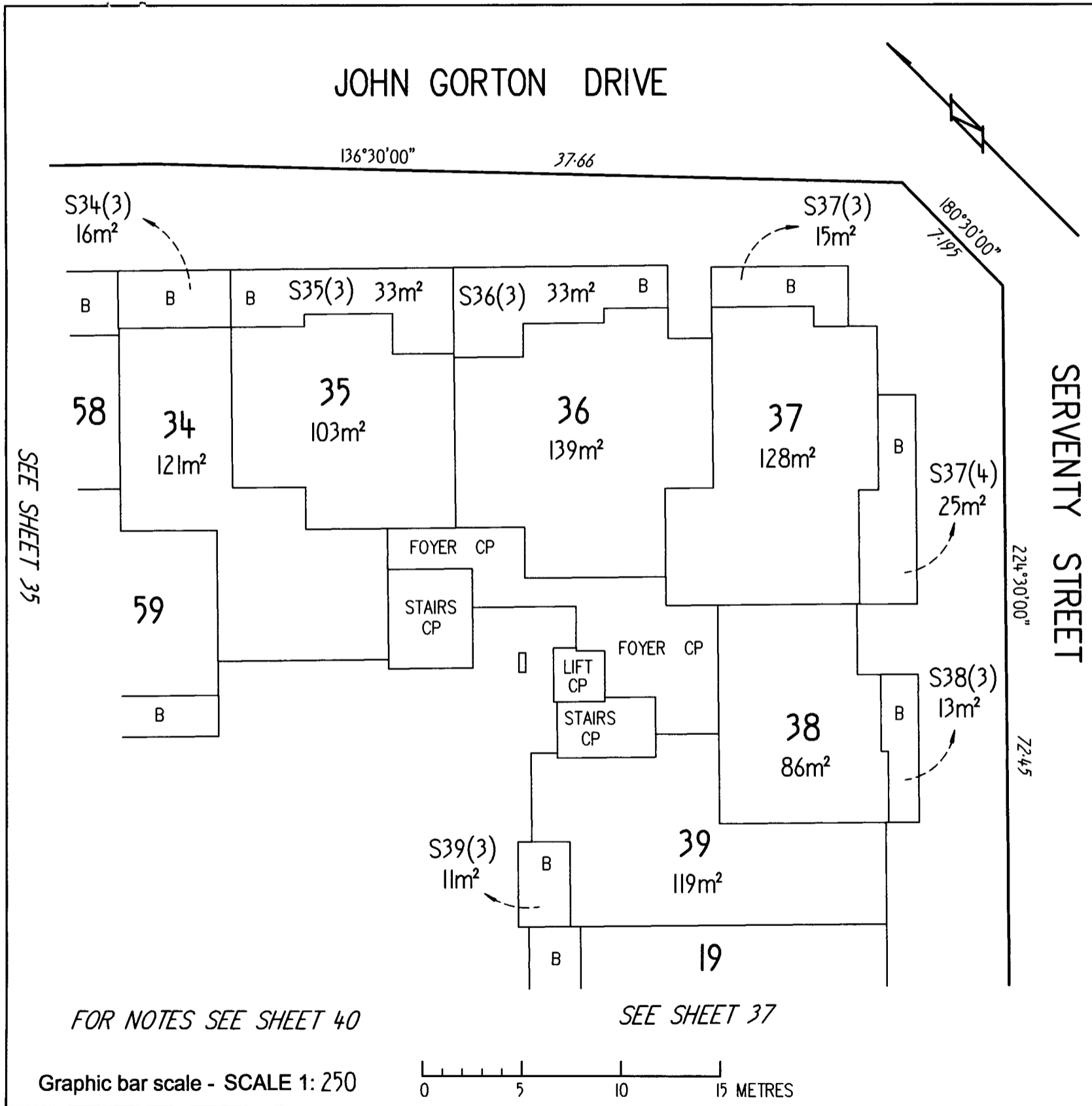
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
WRIGHT	16	I

UNITS PLAN No.
4085

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



Signed by Martin Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

M. Crncevic
Registered Proprietor

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

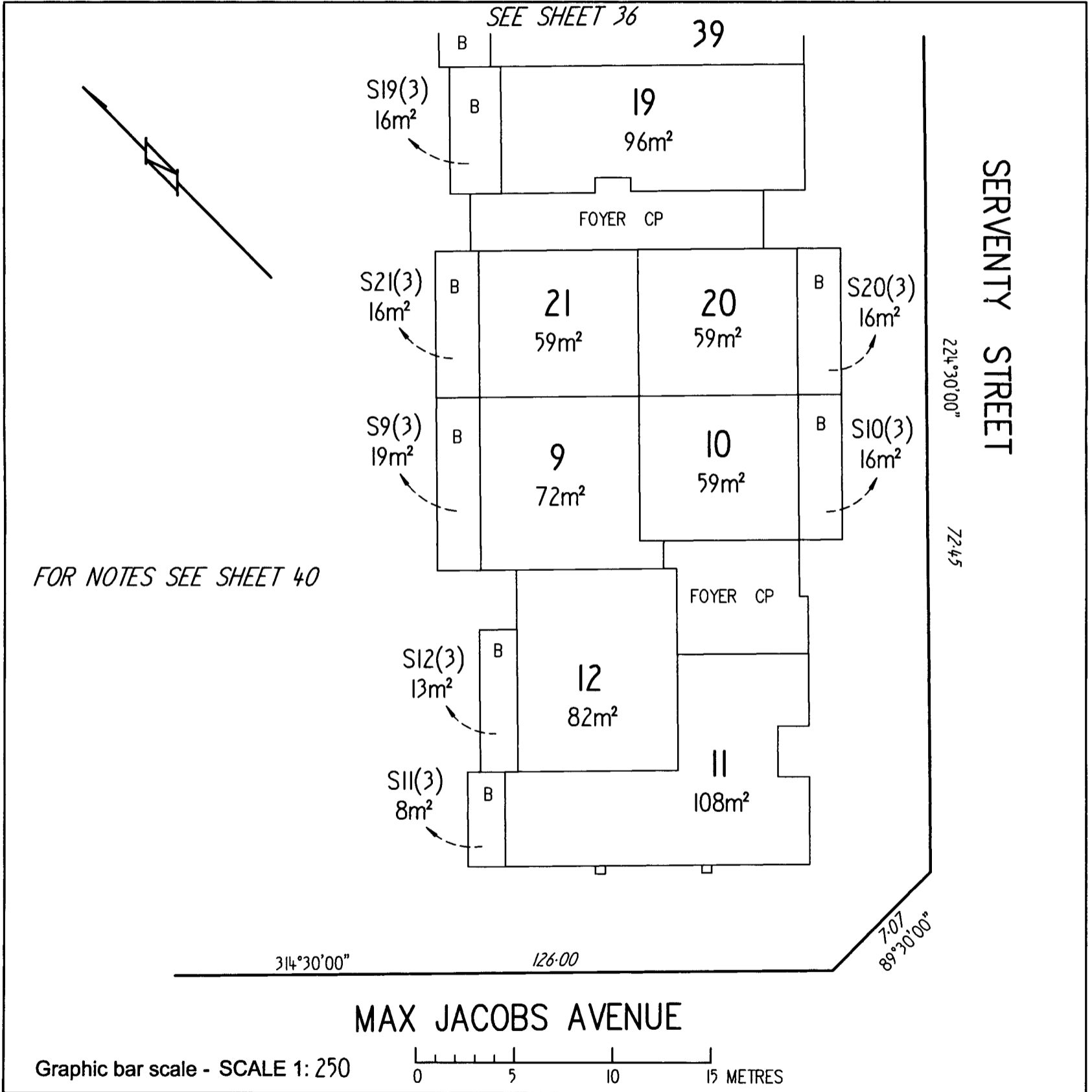
Form 091 - FP

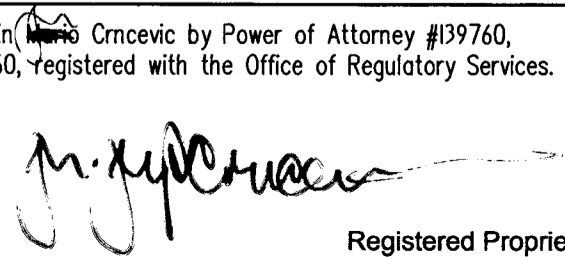
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

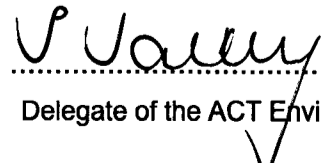
Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



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Registered Proprietor

 Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

LAND TITLES

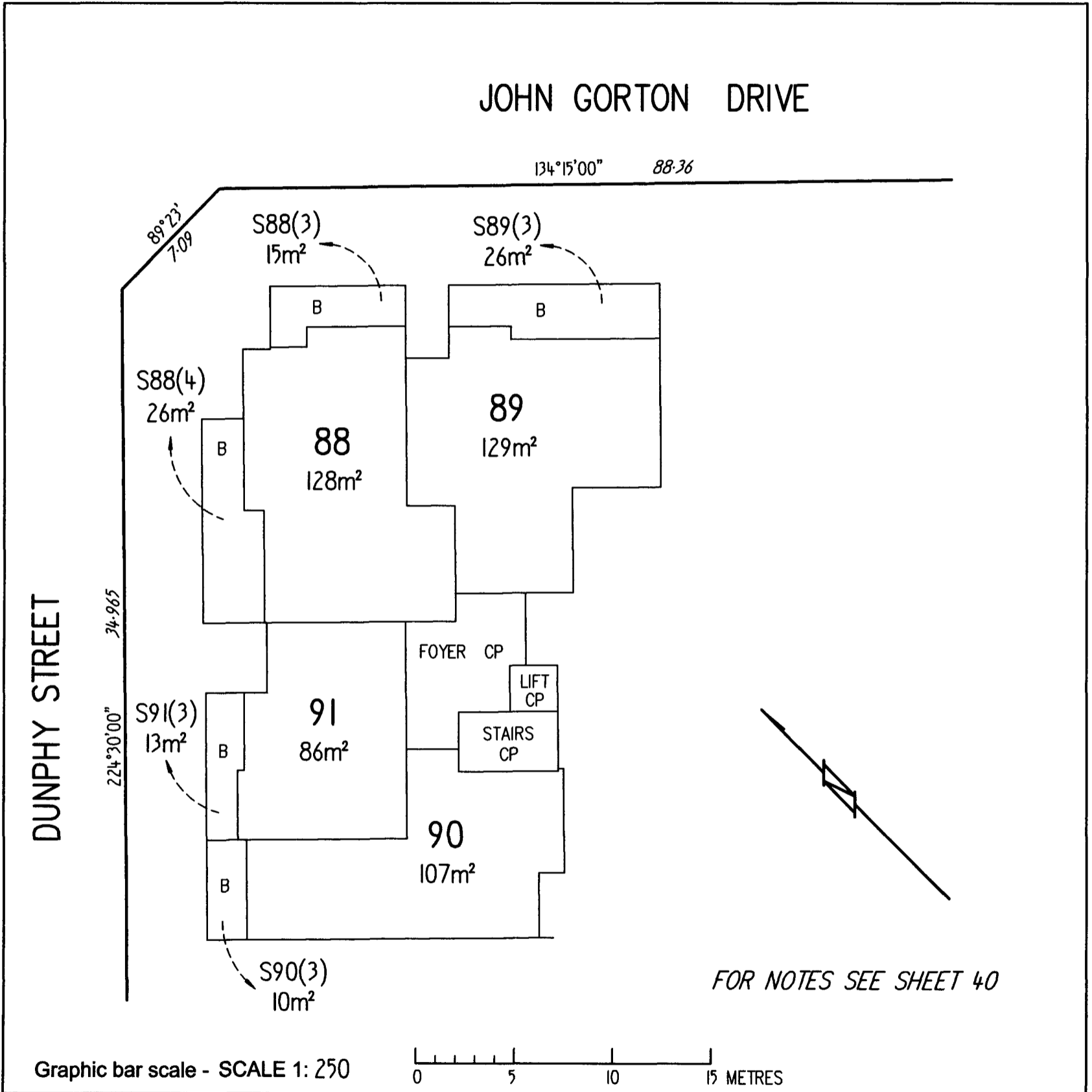
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]

Registered Proprietor

[Signature] Lyn Tankey
 Delegate of the ACT Environment and Sustainable Development Directorate

LAND TITLES

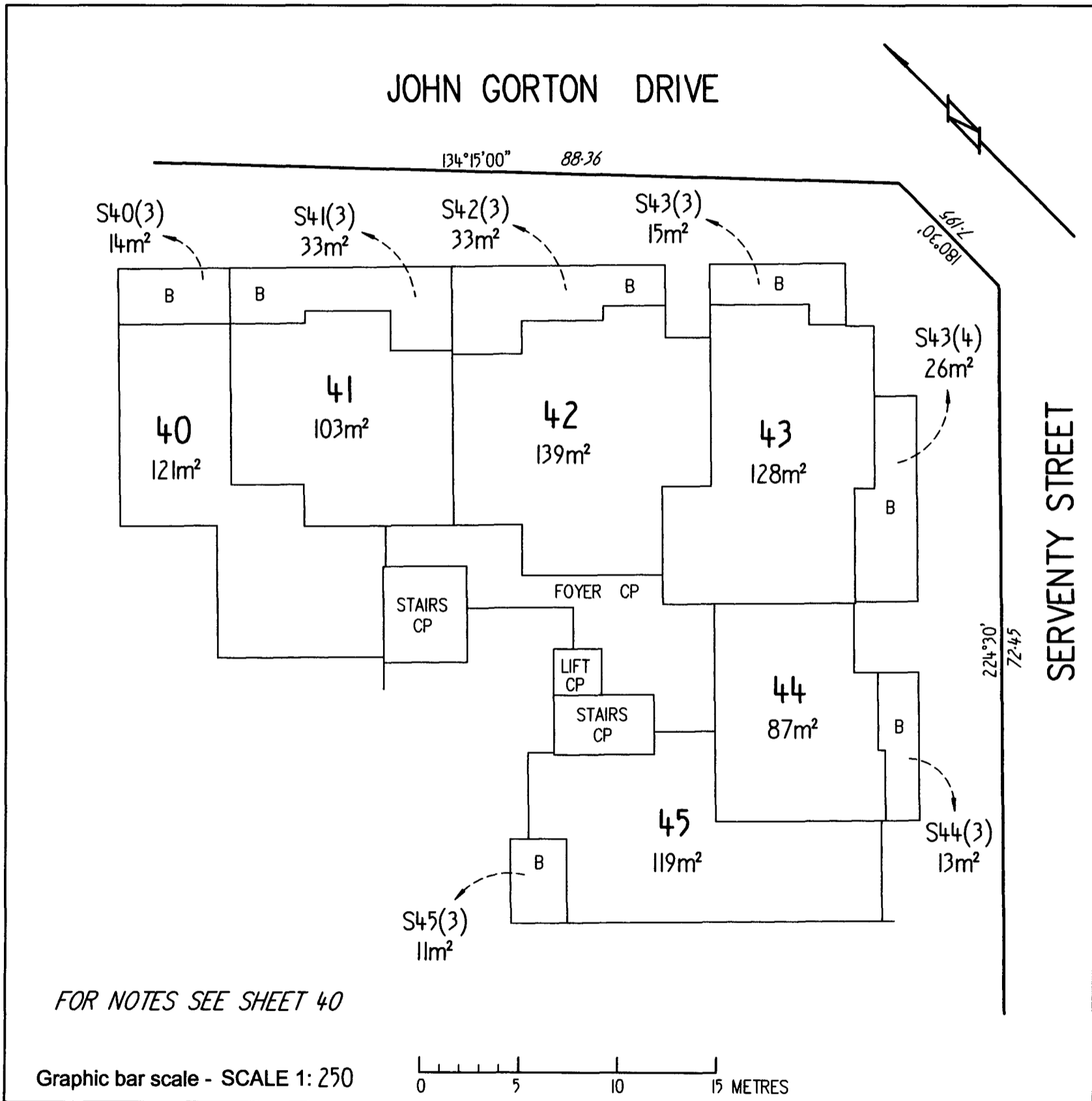
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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



Signed by Martin *[Signature]* Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.

[Signature]
Registered Proprietor

[Signature] Lyn Tankey...
Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
WRIGHT	16	1	4085

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

R - DENOTES METAL STOREROOM 1m²
(UNLESS OTHERWISE NOTED)

PA - DENOTES CAR PARKING AREA

* - DENOTES SUBSIDIARY BOUNDARY ALONG FACE OF WALL

CY - DENOTES COURTYARD

C - COLUMN (COMMON PROPERTY)

UR - DENOTES UTILITY ROOM (AREA) 11m²

P - DENOTES PORCH (AREA INCLUDED IN COURTYARD)

B - DENOTES BALCONY

PB - DENOTES PLANTER BOX (COMMON PROPERTY)

GE - DENOTES GARBAGE ENCLOSURE (COMMON PROPERTY)

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

Signed by Martin ~~Mario~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.



Registered Proprietor



Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN


Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

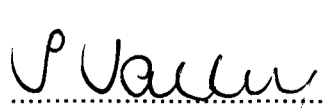
UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL	
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		STOREROOM		COURTYARD		BALCONY			
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No		
2 SERVENTY STREET	1	25	GROUND	1	SI	8	S2	8	S3	25			3	
	2	25	GROUND	2	SI	8	S2	8	S3	25			3	
	3	25	GROUND	3	SI	8	S2	8	S3,S4	25			4	
	4	25	GROUND	4	SI	8	S2	8	S3	25			3	
	5	31	FIRST	5	SI	8	S2	8				S3	31	3
	6	31	FIRST	6	SI	9	S2	9				S3	31	3
	7	31	FIRST	7	SI	8	S2	8				S3	31	3
	8	31	FIRST	8	SI	8	S2	8				S3	31	3
	9	37	SECOND	9	SI	9	S2	9				S3	37	3
	10	37	SECOND	10	SI	9	S2	9				S3	37	3
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	13	25	GROUND	11	SI	9	S2	9	S3,S4	25				4
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	17	31	FIRST	17	SI	9	S2	9				S3	31	3
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	25	24	GROUND	25	SI	11	S2	11	S3,S4	24				4
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	27	24	GROUND	27	SI	9	S2	9	S3,S4	24				4
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	32	30	FIRST	32	SI	10	S2	10				S3	30	3
	33	30	FIRST	33	SI	9	S2	9				S3	30	3

Signed by Martin Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.



Registered Proprietor

 Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN


Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

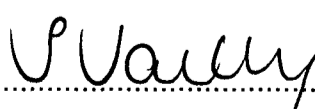
UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		STOREROOM		COURTYARD		BALCONY		
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
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	41	39	THIRD	41	SI	11	S2	11			S3	39	3
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	44	39	THIRD	44	SI	10	S2	10			S3	39	3
	45	39	THIRD	45	SI	11	S2	11			S3	39	3
25 JOHN GORTON DRIVE	46	23	GROUND	46	SI	13	S2	13	S3	23			3
	47	23	GROUND	47	SI	12	S2	12	S3	23			3
	48	23	GROUND	48	SI	12	S2	12	S3	23			3
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	63	29	FIRST	63	SI	13	S2	13			S3	29	3
64	29	FIRST	64	SI	13	S2	12			S3	29	3	

Signed by Martin ~~Crncevic~~ Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.



Registered Proprietor



Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

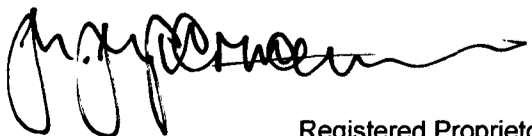
Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085

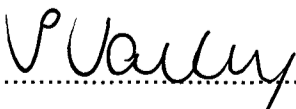
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ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
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					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
25 JOHN GORTON DRIVE	65	35	SECOND	65	SI	13	S2	13			S3	35	3
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	67	22	GROUND	67	SI	13	S2	14	S3,S4	22			4
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	76	22	GROUND	76	SI	16	S2	16	S3,S4	22			4
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	83	28	FIRST	83	SI	15	S2	15			S3	28	3
	84	34	SECOND	84	SI	15	S2	15			S3,S4	34	4
	85	34	SECOND	85	SI	14	S2	14			S3	34	4
	86	34	SECOND	86	SI	14	S2	14			S3	34	3
	87	34	SECOND	87	SI	15	S2	15			S3	34	3
	88	38	THIRD	88	SI	15	S2	15			S3,S4	38	4
	89	38	THIRD	89	SI	15	S2	15			S3	38	3
	90	38	THIRD	90	SI	14	S2	14			S3	38	3
	91	38	THIRD	91	SI	16	S2	16			S3	38	3
92	21	GROUND	92	SI	17	S2	17	S3,S4	21			4	
93	21	GROUND	93	SI	18	S2	18	S3,S4	21			4	
94	21	GROUND	94	SI	17	S2	17	S3	21			3	
95	27	FIRST	95	SI	17	S2	17			S3	27	3	
96	27	FIRST	96	SI	17	S2	17			S3	27	3	
97	27	FIRST	97	SI	17	S2	17			S3	27	3	

Signed by Martin Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.



Registered Proprietor

 Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

Form 091 - FP

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

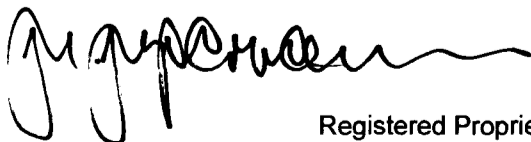
Division	Section	Block
WRIGHT	16	1

UNITS PLAN No.
4085


UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING		STOREROOM		COURTYARD		BALCONY		
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
1 DUNPHY STREET	98	33	SECOND	98	SI	16	S2	16			S3	33	3
	99	33	SECOND	99	SI	17	S2	17			S3	33	3
	100	33	SECOND	100	SI	16	S2	16			S3	33	3
	101	21	GROUND	101	SI	18	S2	18	S3,S4	21			4
	102	21	GROUND	102	SI	18	S2	18	S3	21			3
	103	27	FIRST	103	SI	18	S2	18			S3	27	3
	104	27	FIRST	104	SI	18	S2	18			S3	27	3
	105	33	SECOND	105	SI	18	S2	18			S3	33	3
	106	33	SECOND	106	SI	18	S2	18			S3	33	3
26 MAX JACOBS AVENUE													
	PT107	19	BASEMENT	107	SI	19	S4	19					
	PT107	26	GROUND						S2	26	S3	26	4
	PT107	32	FIRST										
	PT108	19	BASEMENT	108	SI	19	S4	19					
	PT108	26	GROUND						S2	26	S3	26	4
	PT108	32	FIRST										
	PT109	19	BASEMENT	109	SI	19	S4	19					
	PT109	26	GROUND						S2	26	S3	26	4
	PT109	32	FIRST										
	PT110	19	BASEMENT	110	SI	19	S4	19					
	PT110	26	GROUND						S2	26	S3	26	4
	PT110	32	FIRST										
	PT111	19	BASEMENT	111	SI	20	S4	20					
	PT111	26	GROUND						S2	26	S3	26	4
	PT111	32	FIRST										
	PT112	19	BASEMENT	112	SI	20	S4	20					
	PT112	26	GROUND						S2	26	S3	26	4
PT112	32	FIRST											
PT113	19	BASEMENT	113	SI	20	S4	20						
PT113	26	GROUND						S2	26	S3	26	4	
PT113	32	FIRST											

Signed by Martin Crncevic by Power of Attorney #139760, Attorney #139760, registered with the Office of Regulatory Services.



Registered Proprietor



Lyn Tankey
Delegate of the ACT Environment and Sustainable Development Directorate

FORM 4

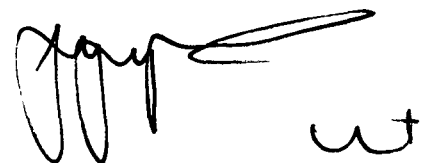
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4085

Block 1 Section 16 Division of WRIGHT

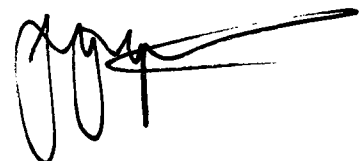
SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

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

A handwritten signature in black ink, followed by the initials 'wt' to the right.

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

- (g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (h) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (i) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (k) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.



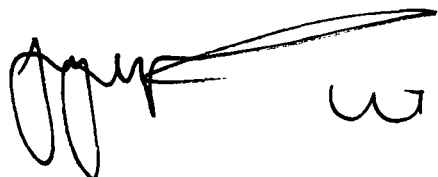
W

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

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if:
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:

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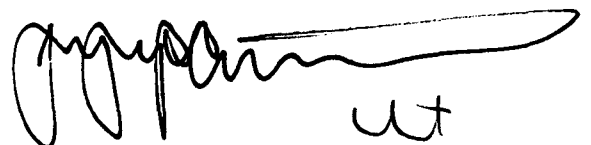
- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or the Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed as the context permits or requires on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purpose of single dwelling housing for two dwellings;
- (e) "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;

A handwritten signature consisting of a large, stylized 'W' or similar shape, followed by the initials 'wt'.

- (f) "Lessee" shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "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;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "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);
- (j) "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;
- (k) "unit" means the parcel of land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (l) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (m) words in the singular include the plural and vice versa;
- (n) words importing one gender include the other genders;

A handwritten signature in black ink, followed by the initials 'ut' written below it.

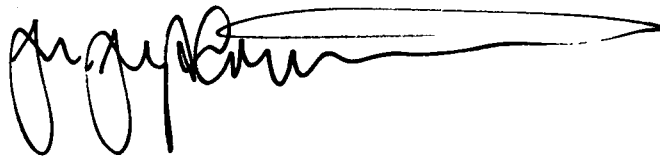
- (o) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the 22ND Twenty Third day of DECEMBER 2014.



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

LESSEE: MPK INVESTMENTS PTY LTD A.C.N. 059 564 279



SIGNED BY MARTIN ~~PETROVIC~~ PETROVIC
BY POWER OF ATTORNEY # 139760,
REGISTERED WITH THE OFFICE OF REGULATORY SERVICES.

FORM 5

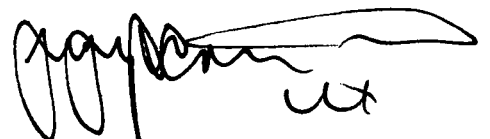
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4085

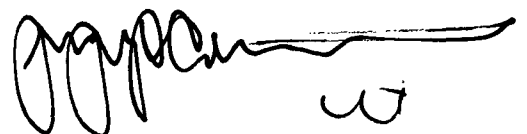
Block 1 Section 16 Division of WRIGHT

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 sixteenth day of February Two thousand one hundred and eleven.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 4085 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;



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

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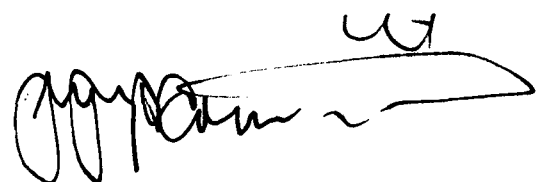
- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005,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

4. It is mutually covenanted and agreed by the Commonwealth and the Owners Corporation as follows:

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002.

5. In this schedule unless the contrary intention appears:

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

A handwritten signature in black ink, appearing to be 'John [unclear]', with the initials '47' written above it.

- (b) "building" means any building or structure constructed or partially constructed or to be constructed as the context permits or requires on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 4085';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the 22ND Twenty third day of DECEMBER 2014.



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



LESSEE: MPK INVESTMENTS PTY LTD A.C.N. 059 564 279

SIGNED BY MARTIN HANCOCK BY POWER OF ATTORNEY
#139700, REGISTERED WITH THE OFFICE OF REGULATORY
SERVICES.



LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	34	Block	1	Section	16	Suburb	WRIGHT
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 75294 | | Dated: 18-DEC-14 |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Applicant's Name : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 20260239 - 190642067

Date: 01-APR-26 15:23:29



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

01-APR-2026 15:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

WRIGHT Section 16/Block 1/Unit 34

Building Class: A

Area(m2): 11,314.6
Unimproved Value: \$5,480,000 **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.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201221567 **Lodged** 18-APR-12 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING - 113 UNIT DEVELOPMENT. Proposed construction of 113 new residential dwellings with basement car parking on new block.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Wright	16	1-1	

-- Involved Parties -----

Role	Name
Lessee	Mpk Investments Pty Ltd
Applicant	Ozta Architects P/L

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



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

01-APR-2026 15:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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 or for further information please call Access Canberra on 132281.

---- END OF REPORT ----

Unit Titles (Management) Sale Certificate Determination 2024

Unit Title Sale Certificate

Unit Titles (Management) Act 2011

Units Plan No. 4085

Unit no: 34

Unit entitlement: 98 Total unit entitlement: 10000

Unit owner/eligible person: Andrew Cottle/

1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Member	Rachel Russell Stromlo Terrace, 2/2 Serventy Street, WRIGHT ACT 2611
Member	Phillip Siomos Stromlo Terrace, 112/26 Max Jacobs Avenue, WRIGHT ACT 2611
Member	Kate McIntosh Stromlo Terrace, 57/25 John Gorton Drive, WRIGHT ACT 2611
Member	Lois Wurzer Stromlo Terrace, 27/2 Serventy Street, WRIGHT ACT 2611
Member	John Reece Stromlo Terrace, 33/2 Serventy Street, WRIGHT ACT 2611

2. MANAGEMENT

Does the Owners Corporation have a Managing Agent?

YES/NO

Yes, Agent's name and address:

Grady Strata
Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

3. BOOKS & RECORDS

The Owners Corporation's books, records and corporate register may be inspected at:

Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

4. INSURANCE

Policy No.	HS000612640	Chu Underwriters
	7	
Type:	Strata	Broker: Honan Insurance Group Pty Ltd PO Box R1782, ROYAL EXCHANGE NSW 1225
Premium:	\$98,704.94	Paid on: 09/05/2025 Policy start date: 28/05/2025 Next due: 28/05/2026
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Building	\$77,773,000.00	\$500.00
Public Liability	\$30,000,000.00	\$0.00
Office Bearers Liability	\$5,000,000.00	\$0.00
Machinery Breakdown	\$100,000.00	\$0.00
Catastrophe	\$11,665,950.00	\$0.00
Govt. Audit Costs	\$25,000.00	\$0.00
Legal Expenses	\$50,000.00	\$0.00
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00
Loss of Rent	\$11,665,950.00	\$0.00

4.1 A copy of the Certificate of Currency is attached.

4.2 A copy of the current insurance valuation report is attached (if available)

5. CONTRIBUTIONS

5.1 When does the current financial year for contributions begin? 01 Mar 2025

5.2 Contributions due from this unit for the current financial year:
Annual – \$6,410.20

Administrative (General) Fund instalments (as determined under S78):

Total amount last determined with respect to the lot		\$4,053.60
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 01/05/2025 - 31/07/2025	24 May 2025	\$1,013.40
Quarterly Admin/Sinking Levy 01/08/2025 - 31/10/2025	01 Aug 2025	\$1,013.40
Quarterly Admin/Sinking Levy 01/11/2025 - 31/01/2026	01 Nov 2025	\$1,013.40
Quarterly Admin/Sinking Levy 01/02/2026 - 30/04/2026	01 Feb 2026	\$1,013.40
Amount owing		\$0.00
Interest owing		\$0.00
Total amount owing		\$0.00
Discount applicable for early payment		0.00%

5.3 Sinking Fund instalments (as determined under S89)

Total amount last determined with respect to the lot		\$2,356.60
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 01/05/2025 - 31/07/2025	24 May 2025	\$589.15
Quarterly Admin/Sinking Levy 01/08/2025 - 31/10/2025	01 Aug 2025	\$589.15
Quarterly Admin/Sinking Levy 01/11/2025 - 31/01/2026	01 Nov 2025	\$589.15
Quarterly Admin/Sinking Levy 01/02/2026 - 30/04/2026	01 Feb 2026	\$589.15
Amount owing		\$0.00
Interest owing		\$0.00

Total amount owing \$0.00
Discount applicable for early payment 0.00%

Special levies:
None

Balance of Funds Special Purpose Fund -\$25,820.25

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate – \$0.00

5.5 Are there any other outstanding debts owing on this unit? Details as follows:

Details of other debts	Due Date	Amount Due	Amount Outstanding
		\$	\$
		\$	\$
		\$	\$

5.6 Total outstanding contributions and debts as at the date of this Certificate – \$0.00

6. BALANCE OF FUNDS

The balance of funds held for the Owners Corporation at the date of this certificate:

The Balance Sheet for the Corporation at the date of this certificate is attached.

7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

9. SUSTAINABILITY INFRASTRUCTURE

The corporation has installed sustainability infrastructure. 30kW solar installed by Owners Corporation and held on behalf of owners in proportional share of the Unit Entitlement. Power delivered to Common Property.

10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency
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11. PLANNING AND LAND AUTHORITY – CROWN LEASE EXTENSION

The Owners Corporation has/has not applied to the Planning and Land Authority for an extension of the crown lease.

12. IS THERE A REGULATED SWIMMING POOL ON COMMON PROPERTY?

NO

13. ARE ANY UTILITIES WITHIN THE BUILDING PART OF AN EMBEDDED NETWORK?

NO

14. HAS THE OWNERS CORPORATION BORROWED FUNDS? NO

15. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE

A copy of the Minutes of Meetings is attached.

The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

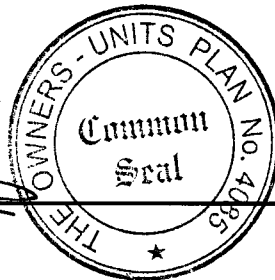
All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

DATE: 2 April 2026

The Common Seal of
The Owners - Units Plan No .4085
was hereunto affixed in
the presence of



Signature



Owner Ledger

Start Date: 01/04/2024
End Date: 30/04/2028
Owners: One only

The Owners Units Plan 4085

Stromlo Terrace, 2 Serventy Street, WRIGHT ACT 2611

Lot 34 Unit 34 Andrew Cottle

UE / AE: 98.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/06/2024	Quarterly	Quarterly Admin/Sinking Levy 01/05/2024 - 31/07/2024	0.00	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
2	01/08/2024	Quarterly	Quarterly Admin/Sinking Levy 01/08/2024 - 31/10/2024	531.60	531.60	427.60	427.60	0.00	0.00%	Standard	Normal	None
3	01/11/2024	Quarterly	Quarterly Admin/Sinking Levy 01/11/2024 - 31/01/2025	985.85	985.85	566.45	566.45	0.00	0.00%	Standard	Normal	None
4	01/02/2025	Quarterly	Quarterly Admin/Sinking Levy 01/02/2025 - 30/04/2025	985.85	985.85	566.45	566.45	0.00	0.00%	Standard	Normal	None
5	24/05/2025	Quarterly	Quarterly Admin/Sinking Levy 01/05/2025 - 31/07/2025	1,013.40	1,013.40	589.15	589.15	29.86	0.00%	Standard	Normal	None
6	24/06/2025	Once-off	Lot 34: Debt recovery Stage 1	55.00	55.00	0.00	0.00	0.00		Owner Invoice	Normal	None
7	01/08/2025	Quarterly	Quarterly Admin/Sinking Levy 01/08/2025 - 31/10/2025	1,013.40	1,013.40	589.15	589.15	0.00	0.00%	Standard	Normal	None
8	01/11/2025	Quarterly	Quarterly Admin/Sinking Levy 01/11/2025 - 31/01/2026	1,013.40	1,013.40	589.15	589.15	0.00	0.00%	Standard	Normal	None
9	01/02/2026	Quarterly	Quarterly Admin/Sinking Levy 01/02/2026 - 30/04/2026	1,013.40	1,013.40	589.15	589.15	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Sinking Fund		Unallocated	Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid			
04/05/2024		Unalloc money allocation		Levy Posting	12.87	0.00	10.36	0.00	(23.23)	0.00		2

The Owners Units Plan 4085

Stromlo Terrace, 2 Serventy Street, WRIGHT ACT 2611

Lot 34	Unit 34	Andrew Cottle	UE / AE: 98.00 / 10,000.00							
12/07/2024	4856	Receipt	Banked	518.73	0.00	417.24	0.00	0.00	935.97	2
18/10/2024	5022	Receipt	Banked	985.85	0.00	566.45	0.00	0.00	1,552.30	3
24/01/2025	5213	Receipt	Banked	985.85	0.00	566.45	0.00	0.00	1,552.30	4
31/07/2025	5602	Receipt	Banked	2,082.08	18.88	1,178.46	10.98	0.00	3,290.40	5, 7, 8, 6
24/10/2025	5752	Receipt	Banked	1,013.12	0.00	588.99	0.00	0.00	1,602.11	8
15/01/2026	5904	Receipt	Banked	1,013.40	0.00	589.15	0.00	0.00	1,602.55	9

Statement of Financial Position - Group

As at 31/03/2026

The Owners Units Plan 4085

Stromlo Terrace, 2 Serventy Street, WRIGHT ACT
2611

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(24,882.71)
Owners Equity--Admin	73,195.04
	<u>48,312.33</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	(8,048.15)
Owners Equity--Sinking	484,619.60
	<u>476,571.45</u>
Net owners' funds	<u><u>\$524,883.78</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(6,588.22)
Receivable--Levies--Admin	2,836.33
Receivable--Owners--Admin	110.00
	<u>(3,641.89)</u>
Sinking Fund	
Cash at Bank--Sinking	423,505.99
Investments--Sinking	174,158.17
Receivable--Levies--Sinking	1,648.84
	<u>599,313.00</u>
Unallocated Money	
Cash at Bank--Unallocated	10,135.02
	<u>10,135.02</u>
<i>Total assets</i>	<u>605,806.13</u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	8,276.83
	<u>8,276.83</u>
Sinking Fund	
Creditor--GST--Sinking	(1,556.53)
	<u>(1,556.53)</u>
Unallocated Money	
Prepaid Levies--Unallocated	10,135.02
	<u>10,135.02</u>
<i>Total liabilities</i>	<u>16,855.32</u>
Net assets	<u><u>\$588,950.81</u></u>

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

Cladding Replacement Fund**Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin 0.00

Owners Equity--Admin 75,440.83

75,440.83**Sinking Fund**

Operating Surplus/Deficit--Sinking 0.00

0.00**Net owners' funds**

\$75,440.83

Represented by:**Assets****Administrative Fund**

Cash at Bank--Admin (25,820.25)

Investments--Admin 47,591.72

21,771.47**Sinking Fund**

0.00*Total assets*

21,771.47

Less liabilities**Administrative Fund**

Creditor--GST--Admin 0.55

0.55**Sinking Fund**

0.00*Total liabilities*

0.55

Net assets

\$21,770.92

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

Certificate of Currency Residential Strata Insurance Plan

Policy No	HQ0006148005
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	28/05/2025 to 28/05/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4085
Situation	25 JOHN GORTON DRIVE WRIGHT ACT 2611

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	\$77,773,000
	Common Area Contents	\$777,730
	Loss of Rent & Temporary Accommodation (total payable)	\$11,665,950
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$5,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	
	Sum Insured	\$11,665,950
	Extended Cover - Loss of Rent & Temporary Accommodation	\$1,749,892
	Escalation in Cost of Temporary Accommodation	\$583,297
	Cost of Removal, Storage and Evacuation	\$583,297
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

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

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected

Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

13/05/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**ANNUAL GENERAL MEETING MINUTES
'STROMLO TERRACE'**

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held at The Hellenic Club, Phillip, ACT on the 31st of March 2021 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 31 (observer), 1, 7, 14, 16, 22, 27, 33, 39, 42, 43, 46, 76, 85, 89, 96, 99, 105, 108, 111

Proxies & Absentees: 17, 44

The Managing Agent, Mr Michael Grady, welcomed members to the meeting and introduced the Executive Committee Chairperson, Mr Sacha McCallum, who provided a brief overview of works undertaken during the year, including the class action regarding flammable cladding, and securing the basement with access control upgrades.

Item 1

Motion 1: *“That the Owners Corporation adopt the March 2020 Annual General Meeting Minutes as a true and accurate record of that meeting”*

Motion Carried

Item 2

Motion 2: *“That the Owners Corporation adopt the financial statements for the financial year ended 28 February 2021.”*

The Managing Agent, Mr Michael Grady, provided a brief overview of the financial statements.

Motion Carried

Item 3

The meeting discussed the ongoing requirement for an audit of the Owners Corporations financial statements which is now mandatory for Stromlo Terrace from 2022 as a result of amendments to the *Unit Titles (Management) Act 2011*.

Item 4

Motion 3: *“That the Owners Corporation adopts an administrative budget of \$315,092.94 (GST exclusive) and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 May, 1 August, 1 November and 1 February.”*

Motion Carried

Motion 4: *“That the Owners Corporation adopts a Sinking Fund levy of \$124,065 (GST exclusive) and a Sinking Fund expenditure budget of \$50,800 (ex. GST). A contribution is to be determined to the Sinking Fund equal to the sum of the levy, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 May, 1 August, 1 November and 1 February.”*

Motion Carried

Item 5

Motion 5: *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4085 in accordance with the attached Certificate of Currency provided by CHU Insurance and agreed for the policy to be adjusted on renewal in consultation with the Executive Committee at the next renewal.”*

Motion Carried

Item 6

The meeting discussed ongoing insurance claims at Stromlo Terrace Apartments, including a claim for water ingress into a unit via the balcony and the subsequent quote to expand drainage.

The meeting noted that the builder has been accommodating in attending to defective items as needed and the building is still within a period of being able to pursue the builder for structural issues if they arise.

Item 7

Motion 6: *“That the Owners Corporation agree to appoint Units 22, 16, 89, 39, 46, 33 & 95 to stand as Executive Committee members until the next Annual General Meeting”*

Motion Carried

Item 8

The Managing Agent, Michael Grady, explained the requirement to discuss the adequacy of any authorisations, delegations and appointments in force, and that under the management contract which can be found on the owners portal there are several items delegated to the managing agent. If there are any questions surrounding these delegations Grady Strata are happy to discuss.

Item 9

The meeting noted that there are no major structural issues that have been identified at the complex, except for an ongoing water ingress issue into one apartment on Dunphy Street due to a waterproofing failure in the courtyard.

Item 10

The meeting discussed the requirement for the creation and ongoing maintenance of a Building Maintenance Plan in accordance with legislative changes commencing 1 November 2020. Michael Grady outlined that this item is a more in depth routine maintenance schedule, which is already in place. The goal of this report is to be more prescriptive and detailed in order to ensure all items are maintained.

Item 11

The meeting discussed ongoing provision of fire maintenance to the building and the buildings compliance with the National Construction Code's (NCC) fire safety requirements and that it is a requirement to disclose the presence of flammable cladding.

Motion 7a: *"That the Owners Corporation agree a quote from Cladding Compliance for a cladding risk assessment of Stromlo Terrace at a cost of \$41,500 (ex. GST). A levy is to be struck to the administrative fund equal to the sum of the quote and payable via two instalments on 1 May 2021 and 1 August 2021."*

Motion Carried

Motion 7b: *"That the Owners Corporation agree a quote from Warrington Fire for a cladding risk assessment of Stromlo Terrace at an overall cost of \$29,490 (ex. GST). A levy is to be struck to the administrative fund equal to the sum of the quote and payable via two instalments on 1 May 2021 and 1 August 2021."*

Motion Failed

The Executive Committee advised that they have written to the ACT Government regarding the rectification of flammable cladding. A minister has responded to advise that the ACT Government will be releasing further information regarding potential grants or funding for addressing flammable cladding issues in multi-unit complexes in Q2 2021.

Item 12

The meeting discussed ongoing or outstanding maintenance items at Stromlo Terrace Apartments including:

- Window cleaning – if you notice any windows missed in a scheduled window clean please report this to the strata or building manager within 7 days to have this rectified.
- Window faults – at least one set of Dowell windows were incorrectly installed, resulting in the windows not closing fully. Dowell have been non-responsive to attend under warranty. If you are experiencing this issue with your windows please contact your Strata Manager.
- Bollards on Serventy Street – an area just off the road often becomes muddy due to cars and trucks driving up onto the wet verge, to prevent this further quotes and solutions to be investigated.
- Solar panel expansion to be investigated based on performance.
- Garbage dumping – incorrect items are routinely being placed into the bins and bin rooms. The on-site manager is to re-implement the ratings system previously trialled, and investigate and

quote locking the bin room doors and installing private property signs as it appears people from outside the complex may be using the bins.

- Composting – Corporate Gardens being contacted to discuss a date to resume composting in the complex.
- Water ingress into letter boxes on Serventy Street – solutions to be discussed to provide wet weather solutions to prevent mail damage.

Item 13

Motion 8: *“That the Owners Corporation approve for Unit 7 to install a clear PVC pull-down balcony blind per with a non-visible headbox, provided that the blind remains up when not in use and the removal and reinstallation for any potential cladding works will be undertaken by the owner”*

Motion Carried

Item 14

The meeting discussed the potential enclosure of balconies to create additional weather-proof and usable space. The meeting agreed to defer this discussion until the cladding report was complete and outcomes of that report known, as removal of cladding may be required which would impact any installation that occurred.

Meeting closed 7:39pm

GENERAL MEETING MINUTES 'STROMLO TERRACE'

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held via Zoom on the 27th of September 2021 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 89, 111, 72, 22, 33, 43, 16, 39, 96, 27, 97, 38.

Proxies & Absentees: 80, 94

The Managing Agent, Mr Michael Grady, welcomed members to the meeting.

An overview of the cladding testing report from Cladding Compliance Australia was provided to the meeting, noting the 'moderate' risk outcomes outlined in the cladding report and the recommendation that the cladding be replaced and risk-mitigation strategies implemented until such a time as the cladding is replaced. The meeting noted that the Executive Committee is currently exploring several avenues in relation to remediation, including compliance information for the original build from Access Canberra, a legal opinion on options available to the owners corporation to recover funds from those involved in the claddings installation and a quantity surveyors report on the potential cost of replacement.

The meeting noted that the Cladding Compliance report advises that there is no flammable cladding affixed to the townhouses, hence a risk assessment of the townhouse was not required or completed as they are not physically attached to the high-rise buildings.

MINUTES

ITEM 1

Motion 1: *"That the Owners Corporation adopt the 2021 Annual General Meeting Minutes as provided."*

Motion Carried

INSURANCE

ITEM 2 – POLICY RESPONSE TO RISK ASSESSMENT

Motion 2: *"That the Owners Corporation note the provision of the cladding risk assessment report by Cladding Compliance Australia to the buildings insurer, CHU, and provide authorisation to the Executive Committee to make any necessary adjustments to the insurance policy as a result of disclosure of this report. Insurance must always remain in line with the legislated requirements outlined in the Unit Titles (Management) Act 2011."*

The meeting noted that the buildings insurers, in accordance with the Owners Corporations requirements for disclosure under the existing insurance policy, have been provided with a copy of the risk assessment report for the flammable cladding affixed to Stromlo Terrace and at this stage had not advised any changes to the existing insurance policy for the building.

Motion Carried

ITEM 3 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

Motion 3: *“That the Owners Corporation agree to pursue cost recovery of insurance excesses against apartment owners if there is a claim made in relation to a fire involving flammable cladding where the resident has contributed to the fire due to incorrect storage of materials and/or heat sources (excluding existing air-conditioning condensers) in proximity to the flammable cladding affixed to apartment balconies.”*

The meeting noted that advice should be provided to all owners and residents via appropriate channels, including email, letter and noticeboards, of any implementation of this Rule.

Concerns were raised in relation to external condenser units for air-conditioning purposes located on balconies being a potential source of fire and agreed to note this as an exclusion in the excess recovery policy.

Motion Carried

BUILDING MAINTENANCE

ITEM 4 – STRUCTURAL DEFECTS

The meeting noted that there is one apartment with an active water leak into the property, however there are no major structural defects of note at the property.

ITEM 5 – FIRE SAFETY REVIEW

Motion 4: *“That the Owners Corporation agree for the Executive Committee to engage a chosen contractor after sourcing 3 quotes for the development and provision of emergency evacuation plans and diagrams at a maximum cost of \$9,980 + GST. A levy is to be struck to the administrative fund equal to the sum of the accepted quote and payable via two instalments on 1 November 2021 and 1 January 2022.”*

The meeting noted that only a single quote has been procured thus far due to time constraints before the General Meeting was called. The meeting agreed that additional quotes, a minimum of 3, should be sought by the Executive Committee prior to approving any single quote on a value for money basis, with owners only levied for the cost of the final accepted quote.

Motion Carried By Special Resolution

Motion 5: *“That the Owners Corporation agree to add new Rule 13 “Residents are not permitted to store any flammable material or heat sources on their balcony if the balcony adjoins any cladding affixed to Stromlo Terrace. Items include but are not limited to aerosol cans, barbeques, outdoor heaters, ashtrays, etc.””*

Concerns were raised in relation to the restrictions of this Rule, particularly where owners and residents have barbeques on balconies that are more than 1.5m away from any flammable cladding as recommended by the risk assessment report by Cladding Compliance. It was noted that enforcement of a Rule requiring heat sources to be more than 1.5m away from flammable cladding would be resource intensive to enforce, with determinations of distance when looking from the ground floor difficult to make.

It was suggested that the Rule under consideration be modified to include provision for Executive Committee approval for heat sources on balconies with cladding affixed. Members noted concerns that this arrangement would delegate excess risk to the Executive Committee unnecessarily.

The meeting discussed the potential installation of a communal barbeque in the central courtyard if residents are unable to have barbeques located on their balconies. The meeting agreed not to install a barbeque in the central courtyard at this time due to cost concerns when major rectification to the building may be required at significant cost to owners.

Motion Carried By Special Resolution

ITEM 6 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting noted that the ongoing maintenance plan for the building is being followed, with no major outstanding items to report.

GENERAL BUSINESS

ITEM 7 – RECTIFICATION OF FLAMMABLE CLADDING

The meeting noted the advice that the Executive Committee is seeking further input from Access Canberra, Kerin Benson Lawyers and a quantity surveyor in relation to the legalities of the presently affixed cladding and the potential cost for replacement, which will be discussed with Owners further at a future General Meeting and advised via regular Executive Committee Meeting Minutes.

Meeting closed 7:15pm

GENERAL MEETING MINUTES 'STROMLO TERRACE'

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held via Zoom on the 20th of December 2021 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 85, 89, 77, 111, 110, 105, 17, 14, 33, 39, 44, 47, 72, 82, 88, 97, 96, 57, 27, 16, 29, 30, 48

Proxies & Absentees: 30, 12, 94

The Managing Agent, Mr Michael Grady, welcomed members to the meeting and provided an overview of the information provided via previous General Meetings of the Owners Corporation relating to the ongoing cladding concerns at the complex. It was noted that this information is available by reading the prior meeting notices and minutes in conjunction with the cladding risk assessment completed by Cladding Compliance Australia and GHD.

The meeting noted that the Cladding Compliance report advises that there is no flammable cladding affixed to the townhouses, hence a risk assessment of the townhouse was not required or completed as they are not physically attached to the high-rise buildings.

MINUTES

ITEM 1

Motion 1: *"That the Owners Corporation adopt the September 2021 General Meeting Minutes as provided."*

Motion Carried

FLAMMABLE CLADDING ITEMS

ITEM 2 – EVACUATION PLANS

Motion 2: *"That the Owners Corporation agree a quote from PRENSA for the development and provision of emergency evacuation plans and diagrams at a total cost of \$4,120 + GST. A levy is to be struck to the administrative fund equal to the sum of the quote and payable via two instalments on 1 February 2022 and 1 April 2022."*

The meeting noted that additional quotes were sought for emergency evacuation plans following requests last meeting. The meeting further noted that the additional quotes sourced have a reduced scope but are significantly cheaper than the originally proposed quote from WERP.

Motion Carried

ITEM 3 – QUANTITY SURVEYOR COST ESTIMATES

Motion 3a: *“That the Owners Corporation agree a quote from GHD for the development of drawings illustrating a scope of remediation for replacement cladding and a quantity surveyors estimate of cladding replacement cost to P80 standard at an estimated cost of \$19,700 + GST. A levy is to be struck to the administrative fund equal to the sum of the quote and payable via two instalments on 1 February 2022 and 1 April 2022.”*

OR

Motion 3b: *“That the Owners Corporation agree a quote from Donald Cant Watts Corke for the development of a quantity surveyors estimate of cladding replacement cost to P80 standard at a total cost of \$8,000 + GST. A levy is to be struck to the administrative fund equal to the sum of the quote and payable via two instalments on 1 February 2022 and 1 April 2022.”*

The meeting noted that quotes have been sought for a quantity surveyor’s estimate of replacement costs for the cladding identified by Cladding Compliance in their risk assessment and this report is needed to meet the requirements for the ACT Governments Cladding Scheme, which will likely result in a rebate of up to \$20,000 to the Owners Corporation for the cladding assessment process.

The meeting noted that the GHD quote includes the development of drawings illustrating a scope of works for remediation of the identified cladding in addition to a P80 cost assessment, with drawings illustrating the scope of works to remediate the cladding affixed to the building not included in the quote from Donald Cant Watts Corke.

***Motion 3a Carried.
Motion 3b Defeated.***

ITEM 4 – LEGAL ADVICE

Motion 4: *“That the Owners Corporation agree to engage Minter Ellison at an estimated cost of \$15,000 + GST to obtain advice relating to potential legal claims against entities associated with the construction and certification of Stromlo Terrace with regard to the installation of flammable cladding. A levy is to be struck to the administrative fund equal to the sum of the quote and payable via two instalments on 1 February 2022 and 1 April 2022.”*

The meeting considered a quote for legal advice relating to the identified cladding from Minter Ellison, who have been referred to the Owners Corporation by an independent fire engineer who acts as a professional witness for cladding cases around the country. The meeting noted that the quote would only cover initial exploratory works and advice to the Owners Corporation as to whether there was any likelihood of success pursuing any parties involved with the installation of the cladding affixed to Stromlo Terrace. The meeting agreed that without this initial advice, plus the quantity surveyors estimate of costs, it wouldn’t be possible to further consider whether legal action against any party is warranted and/or commercially viable.

Motion Carried

INSURANCE

ITEM 5 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there is one ongoing insurance claim relating to flooring damage due to a water leak from a dishwasher, however there are no other claims to note at this time.

The meeting noted that the Owners Corporations insurer, CHU, has been provided a copy of the Cladding Compliance report. Some concerns were raised by CHU, however those concerns are being addressed by the Owners Corporation to ensure ongoing coverage.

BUILDING MAINTENANCE

ITEM 6 – STRUCTURAL DEFECTS

The meeting noted that a defect has been identified with the roof drainage system, particularly relating to under-specification guttering and downpipes in accordance with relevant codes. This defect has been raised with the builder, however will also be raised with Access Canberra if a response isn't received from the builder.

ITEM 7 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting noted that the annual inaccessible window cleaning was completed recently, however the outcomes of that clean were not up to the standard of prior years. The meeting agreed that other contractors should be considered for the next clean.

ITEM 8 – FIRE SAFETY REVIEW

The meeting noted that there is ongoing discussion regarding remediation of flammable cladding affixed to the building, however all fire assets in the building are being serviced regularly above relevant Australian Standards as recommended in the Cladding Compliance risk assessment.

GENERAL BUSINESS

ITEM 9 – ANY OTHER ITEMS

The meeting noted that some residents have taken to parking in the disabled visitor parking spaces without a disabled sticker, which is against the Rules and quite frustrating for those with disabled visitors. The meeting agreed that the Committee should continue to identify these residents to enable them to take further steps to cease this behaviour.

Meeting closed 7:29pm

ANNUAL GENERAL MEETING MINUTES 'STROMLO TERRACE'

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held via Zoom on the 30th of March 2022 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 14, 16, 17, 22, 29, 30, 33, 42, 69, 72, 77, 96, 97, 99, 105.

Proxies & Absentees: 89

The Managing Agent, Mr Michael Grady, welcomed members to the meeting and introduced the Executive Committee Chairperson, Mr Sacha McCallum, who assumed the position of Chair as the Chair of the outgoing Executive Committee.

MINUTES

ITEM 1

Motion 1: "That the Owners Corporation adopt the December 2021 General Meeting Minutes as provided."

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2

Motion 2: "That the Owners Corporation adopt the financial statements for the financial year ended 28 February 2022, subject to a non-averse audit opinion being received and distributed to owners on receipt."

Motion Carried

2022/23 BUDGET

ITEM 3

Motion 3: "That the Owners Corporation adopts an administrative expenditure budget of \$362,962.72 (plus GST) and that a contribution be determined to the Administration Fund of \$350,220.42, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 May, 1 August, 1 November and 1 February."

The meeting noted that the levy income required comparative to the prior year has increased ~11%, with much of this increase attributable to insurance premium increases, insurance excess increases and fire testing increases.

Motion Carried

Motion 4: "That the Owners Corporation adopts a Sinking Fund levy of \$129,028 (plus GST) and a Sinking Fund expenditure budget of \$35,602 (plus GST). A contribution is be determined to the Sinking Fund equal to the sum of the levy, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 May, 1 August, 1 November and 1 February."

Motion Carried

INSURANCE

ITEM 4 – POLICY NOTATION AND RENEWAL

Motion 5: *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4085 in accordance with the attached Certificate of Currency provided by CHU Insurance and agreed for the policy to be adjusted on renewal in consultation with the Executive Committee at the next renewal.”*

Motion Carried

ITEM 5 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there are currently two ongoing insurance claims relating to water ingress to units as a result of heavy storms in early 2022, with the cause of the ingress being rectified.

ELECTION OF EXECUTIVE COMMITTEE

ITEM 6

Motion 6: *“That the Owners Corporation agree to appoint Deepika Patwardhan, Sacha McCallum, Ben Damiano, Suzanne Baker, Carol Tolstrup and John Reece to stand as Executive Committee members until the next Annual General Meeting”*

Motion Carried

ITEM 7

To meeting noted that the only existing delegations in force were noted in the contract between Grady Strata and Units Plan 4085, with a copy of that contract available on request.

BUILDING MAINTENANCE

ITEM 8 – STRUCTURAL DEFECTS

The meeting noted that a report has been received in relation to non-compliance with Australian Standards for the roof drainage system on the high-rise section of the building, with this report being submitted to the builder for action. The meeting further noted that there are no other known structural defects at the property.

ITEM 9 – MAINTENANCE PLAN

To meeting noted that a maintenance plan will be developed during 2022 in conjunction with a review of the Sinking Fund Plan for consideration at the 2023 Annual General Meeting.

ITEM 10 – FIRE SAFETY REVIEW

The meeting noted that the GHD works approved at the December 2021 General Meeting determining a scope of works and cost estimate for replacement of the moderate risk cladding at the property were ongoing with the report expected to be received in the next 2 weeks.

The meeting noted that the Prensa Emergency Evacuation Plans agreed to at the December 2021 General Meeting are still being drafted with the draft to be reviewed before approval for installation.

The meeting noted that the legal advice in relation to potential legal liabilities to others for the combustible cladding installed at the property has not yet been received, however follow-up with MinterEllison for this advice is ongoing.

The meeting agreed that a General Meeting shall be called once the GHD report and legal advice is received to allow discussion of potential funding options for the replacement of the cladding.

The meeting noted that additional fire testing by Form1 is still ongoing as recommended by GHD and will need to continue until the cladding risk is remediated.

ITEM 11 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting noted that there are 3 apartments with leaks yet to be resolved, with Peak Consulting having provided reports in relation to all of these leaks. Works are ongoing to repair the cause before internal repairs are completed.

GENERAL BUSINESS

ITEM 12 – ANY OTHER ITEMS

The meeting discussed the efficiency of online only meetings, with several owners noting they are from out-of-town and can only attend meetings where an online option is provided and several owners noting their preference for an in-person meeting. The meeting agreed that, at a minimum, a hybrid meeting should be held, however the Committee are to consider the feedback provided at this meeting before determining how the next meeting should be held.

Meeting closed 6:43pm

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4085

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 17/7/23

Tick applicable box, or both boxes if applicable:

Regularly convened

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

**Convened after
adjournment**

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

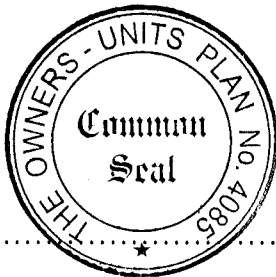
A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
14/7/23	Please see attached minutes

A4 Owners corporation declaration

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



..... 19/7/23

[†] 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).

**GENERAL MEETING MINUTES
'STROMLO TERRACE'**

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held at The Denman Community Center & via Zoom on the 16th of February 2023 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present In Person: Representatives for Lots: 112, 76, 22, 42, 33, 96, 110, 111, 89, 99, 30, 82, 14, 17, 1, 61, 42, 27.

Present via Zoom: 47, 95, 18, 72, 77, 81, 29

Proxies & Absentees: 87, 68, 12, 50, 105, 20, 69, 80, 21

Apologies: 85

The Committee Chair, Sacha McCallum, assumed the position of Chair of the meeting.

The Managing Agent, Mr Michael Grady, welcomed members to the meeting and provided an overview of the proposed items of business, with the main purpose of the meeting being to agree the appointment of a Project Manager for the cladding replacement project.

The meeting noted that a tender process was undertaken by the Executive Committee from October to December 2022 for project management of the cladding replacement works, with separate tender reviews completed by the Executive Committee and Grady Strata before amalgamation of scoring was discussed. The meeting noted that of the 4 tenders received, following overall averaging of scores for each tender received against the weighting outlined in the RFT document, Dowse Project were the recommended tenderer for the cladding replacement project management. This recommendation was based on their local base, activity in the sector, local knowledge and staffing arrangements.

The meeting noted advice that the works will be covered under a set-fee arrangement proposed by each tenderer, regardless of the length of time for the project.

The meeting discussed the potential for splitting costs between units on the basis of a flat-fee per unit rather than via the default legislative method of unit entitlement. The managing agent advised that this would require a Special Resolution to pass, with several owners voicing their concern that splitting items outside unit entitlement would result in unintended consequences including owners with no cladding on their balcony/unit requesting that they not be included in the replacement costs and overall community division.

The meeting noted concerns that some previous owners had not disclosed the existence of the cladding on the building to purchasers of units in the property, with those owners advised that legal advice would be required on an individual basis, as the risk assessment was completed and disclosed to owners in October 2021.

The meeting requested that consideration be given by the Owners Corporation for entry in to the ACT Government loan scheme, with a motion to be considered at the next General Meeting to reflect these considerations.

MINUTES

ITEM 1

Motion 1: *“That the Owners Corporation adopt the October 2022 General Meeting Minutes as provided.”*

The meeting noted that two amendments were required to include Units 96 and 105 in the attendees list and to add the Hellenic Club as a location for the meeting.

Motion Carried

APPOINTMENT OF PROJECT MANAGER

ITEM 2

Motion 2 (RECOMMENDED): *“That the Owners Corporation – Units Plan 4085 RESOLVE to engage Dowse Projects as Project Managers for the Stromlo Terrace Cladding Replacement Project at a cost of \$100,000, in accordance with the terms of a contract to be negotiated with the Executive Committee. For the avoidance of doubt the Executive Committee are duly authorised to enter in to this contract as necessary to complete the works as outlined in the attached tender documentation.”*

Motion Carried

Motion 3: *“That the Owners Corporation – Units Plan 4085 RESOLVE to engage Deloitte PDS as Project Managers for the Stromlo Terrace Cladding Replacement Project at a cost of \$58,581, in accordance with the terms of a contract to be negotiated with the Executive Committee. For the avoidance of doubt the Executive Committee are duly authorised to enter in to this contract as necessary to complete the works as outlined in the attached tender documentation.”*

Motion Rescinded

Motion 4: *“That the Owners Corporation – Units Plan 4085 RESOLVE to engage Construct Solutions Management as Project Managers for the Stromlo Terrace Cladding Replacement Project at a cost of \$37,500, in accordance with the terms of a contract to be negotiated with the Executive Committee. For the avoidance of doubt the Executive Committee are duly authorised to enter in to this contract as necessary to complete the works as outlined in the attached tender documentation.”*

Motion Rescinded

Motion 5: *“That the Owners Corporation – Units Plan 4085 RESOLVE to engage GHD as Project Managers for the Stromlo Terrace Cladding Replacement Project at a cost of \$144,959.10, in accordance with the terms of a contract to be negotiated with the Executive Committee. For the avoidance of doubt the Executive Committee are duly authorised to enter in to this contract as necessary to complete the works as outlined in the attached tender documentation.”*

Motion Rescinded

FUNDING OF PROJECT MANAGER APPOINTMENT

ITEM 3

Motion 6 (RECOMMENDED): *“That the Owners – Units Plan 4085 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to create a Special Purpose Fund for the purposes of replacing identified flammable cladding affixed to the Common Property and Defined Parts of Units Plan 4085 including potential ancillary costs, including but not limited to, repairs to items that may be damaged or removed during the replacement process and the engagement of a project manager.”*

The managing agent advised that the purpose of this motion was to create a separate fund to track expenses related to cladding replacement, with future costs relating to replacement also to be apportioned to this fund. This will facilitate accurate income and expenditure reporting for this project to the Owners Corporation.

Motion Carried by Special Resolution

Motion 7 (RECOMMENDED): *“That the Owners – Units Plan 4085 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a contribution of \$100,000 (plus. GST) to the General Fund. This contribution is to be contributed by owners in accordance with their unit entitlements with the total levy payable to be paid via 3 instalments due on the following schedule:*

- 1) **50% due 15 March 2023;**
- 2) **25% due 30 June 2023; and**
- 3) **25% due 30 September 2023.”**

Motion Carried

Motion 8 (RECOMMENDED): *“That the Owners – Units Plan 4085 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to set aside all \$100,000 (plus. GST) of levy contributions raised in accordance with Motion 7 of the 16 February 2023 General Meeting to the Cladding Replacement Special Purpose Fund. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution that these funds are to be expended for the purposes replacing identified flammable cladding affixed to the ‘Common Property’ and/or ‘Defined Parts’ of Units Plan 3941, including potential ancillary costs including the engagement of the Project Manager.”*

Motion Carried by Special Resolution

INSURANCE

ITEM 4 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there is one known outstanding insurance claim relating to an external rain-related leak in to a property, with this insurance claim unable to be closed until such a time as the cladding is replaced, as this is suspected to be the ongoing source of the leak.

BUILDING MAINTENANCE

ITEM 5 – STRUCTURAL DEFECTS

The meeting noted that there are some ongoing leaks in to properties, along with roof drainage adequacy concerns, which have been raised with Victory Homes who are presently non-responsive. These matters have also been raised with Access Canberra for enforcement under the Construction Occupations Licensing Act.

ITEM 6 – MAINTENANCE ISSUES & CONTRACTS (NEW OR OUTSTANDING)

The meeting noted concerns regarding a rat infestation in the waste room, noting that correspondence was not provided to owners regarding this infestation and the ongoing servicing arrangements with Rentokil were insufficient to prevent this infestation. The managing agent noted these concerns and agreed to increase communication in relation to these types of issues and review actions taken by the Grady Strata on-site building manager to ensure an appropriate response occurred post-identification of the issue.

The meeting noted concerns from the townhouse owners that the hot water systems and garage doors on their properties were not being serviced on a regular basis, nor was leaf blowing occurring near townhouse garages with any regularity as agreed last meeting. The managing agent advised that an informal arrangement was in place in respect of these servicing arrangements, however they should still be occurring and follow-up on these items will occur as soon as possible.

The meeting noted concerns with the waste room door still not appropriately closing, with the managing agent agreeing to engage a carpenter to review the door and rectify as necessary.

The meeting noted that there are a number of residents storing items outside their storage cages, with an audit of these storage arrangements, including issuance of notices to occur as soon as possible.

The meeting noted ongoing concerns with parking on the Serventy St nature strip. The meeting agreed for the Committee to investigate options for prevention, including notices to residents, installation of large boulders and installation of bunting. The meeting noted that quotes for bollards were received previously but were found to be cost prohibitive.

ITEM 7 – FIRE SAFETY REVIEW

The meeting noted that the cladding affixed to the building has been identified as moderate risk via a risk assessment by GHD, with impending removal and replacement to be forthcoming in the near future. The meeting further noted that the recommendations for risk management in the GHD report have all been implemented.

GENERAL BUSINESS

ITEM 8 – ANY OTHER ITEMS

Nil.

Meeting closed 7:58pm

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held via Teams at 6:00PM on the 20th of March 2023.

PRESENT EXECUTIVE COMMITTEE (EC): Susan Baker, Carol Tolstrup, Sacha McCallum, Ben Damiano, John Reece

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Peter Burns

APOLOGIES:

1 Minutes

1. The Committee **confirmed** the EC meeting minutes of 23 August 2022.

2 Facilities Management

Maintenance Items

- a. The Committee **noted** that a report has been received from Peak Consulting, which consolidates several individual unit reports relating to water ingress from balconies and the façade generally. This report identifies alleged breaches of the National Construction Code (NCC) by the builder. The matter will be referred to the Construction Occupations Registrar for regulatory enforcement action and repairs.
- b. The Committee **agreed** to arrange a meeting with Corporate Gardens, with owners to be invited to attend, to review the state of the gardens, potential upgrades to areas that are bare and potential mulching options.
- c. The Committee **agreed** to seek further quotes for mulching of the gardens in addition to the quote from Corporate Gardens, whilst again seeing if there is interest in a working bee arrangement from within the resident group.
- d. The Committee **agreed** to re-tender the cleaning to a comprehensive market, as there are a number of areas that are not being appropriately serviced including stairwells from the ground level to the basement, letterboxes and general vacuuming standards.
- e. The Committee **agreed** that the gardens are looking good at present, with the gardens presenting well but with opportunity to re-plant some areas where plants have died due to age.
- f. The Committee **agreed** to re-tender the fire services for the complex, noting that additional servicing requirements will remain in place until the cladding is replaced.
- g. The Committee **agreed** to re-tender for contract electricity.
- h. The Committee **agreed** that the servicing of the garage door and garbage room doors remains OK, however the main entry door needs review as it is banging as it reaches the top. Servicing arrangements need to ensure inclusion of the townhouse garage doors.
- i. The Committee **agreed** to re-tender for servicing of the mechanical ventilation system and CO sensors in the basement.
- j. The Committee **agreed** to re-tender the lift servicing contract, noting that this tender will address a need for installation of dual-sim emergency phones thus removing the need for a hard line.
- k. The Committee **approved** a quote from Form1 for rectification of failed emergency and exit lights.

- I. The Committee **approved** a quote from Form1 for the rectification of failed smoke detectors.

3 Strata Management Report

- a. The Committee **noted** that the budget year has ended, with the administrative fund ending broadly on-budget for the year.
- b. The Committee **agreed** to consider the draft budget for the coming year out-of-session.
- c. The Committee **noted** that Dowse have been formally engaged and are well progressed in production of a tender document for the flammable cladding replacement project. The Committee **agreed** to meet with Dowse to receive an update on the flammable cladding replacement works tender, plus discuss any questions as necessary.
- d. The Committee **agreed** to engage Economos to undertake an audit of the Owners Corporations financial statements for the prior 12-month period.
- e. The Committee **agreed** to hold the Annual General Meeting at the Denman Prospect Community Centre on 13 April 2023.
- f. The Committee **agreed** that the following future-planning works will be added to the budget for the upcoming year:
 - Sinking Fund Plan Update
 - Insurance Valuation
 - Maintenance Plan Drafting (outside the existing programmed maintenance register)
- g. The Committee **agreed** to hold the Annual General Meeting at the Denman Prospect Community Centre on 13 April 2023.

**ANNUAL GENERAL MEETING MINUTES
'STROMLO TERRACE'**

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held at The Denman Community Center & via Zoom on the 13th of April 2023 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present In Person: Representatives for Lots: 33, 110, 96, 111, 97, 99, 105, 77, 1, 20, 61.

Present via Zoom: 21, 22, 5, 30, 72

Proxies & Absentees: 89, 80

Apologies: 85

The Managing Agent, Mr Michael Grady, welcomed members to the meeting and introduced the Executive Committee Chairperson, Mr Sacha McCallum, who assumed the position of Chair as the Chair of the outgoing Executive Committee.

The Managing Agent provided advice that the cladding Request for Tender (RFT) is progressing well, with Dowse having undertaken several site walks identifying critical details for the RFT. Site walks with potential tenderers have also been undertaken, however the official tender has not yet been issued, as the draft contract is yet to be completed by MVLaw.

The Managing Agent advised members that Dowse had internally reviewed the cost estimate previously provided by Turner & Townsend of \$1,877,022, noted that the exclusions in the cost estimate would likely mean that the costs for the project will sit between \$2.4m and \$2.5m when tenders are received, however the final costs will not be accurately known until such a time as the tenders are received from the market. The meeting discussed the potential entry in to the cladding loan scheme, however the majority agreed not to proceed down this path, although commercial lending options will be investigated further which would allow some owners to opt in to a loan arrangement and others to opt out.

The meeting noted that legal advice has been sought in relation to the prospect of recovery of costs from others for the installation of the cladding, however agreed that prospects of success as outlined in the legal advice were low, although this can be considered once works are complete.

MINUTES

ITEM 1

Motion 1: *"That the Owners Corporation adopt the February 2023 General Meeting Minutes as provided."*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2

Motion 2: *“That the Owners Corporation adopt the audited financial statements for the financial year ended 28 February 2023.”*

Motion Carried

2022 BUDGET

ITEM 3

Motion 3: *“That the Owners Corporation adopts an administrative expenditure budget of \$372,045.11 (plus GST) and that a contribution be determined to the Administration Fund of \$368,514.05 (plus GST), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 May, 1 August, 1 November and 1 February.”*

The managing agent provided an overview of the proposed budget, noting that it captures the annual administrative compliance costs and physical preventative maintenance on-site, along with some long-term planning items in reviewing the Sinking Fund Plan, Maintenance Plan and Insurance Valuation for the next 12 months. The managing agent advised that the increase in required levies is broadly related to increases in Insurance Premiums expected over the next 12 months, both due to a hardening insurance market and the presence of cladding.

The meeting noted that the proposed budget includes annual maintenance of the townhouse hot water heaters and garage doors despite them not being Common Property given their ongoing contribution to the overall budget and the large number of facilities within this budget that are not utilized by townhouse owners.

Motion Carried

Motion 4: *“That the Owners Corporation adopts a Sinking Fund levy of \$134,189 (plus GST) and a Sinking Fund expenditure budget of \$105,468 (plus GST). A contribution is to be determined to the Sinking Fund equal to the sum of the levy, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 May, 1 August, 1 November and 1 February.”*

Motion Carried

INSURANCE

ITEM 4 – POLICY NOTATION AND RENEWAL

Motion 5: *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4085 in accordance with the attached Certificate of Currency provided by CHU Insurance and agreed for the policy to be adjusted on renewal in consultation with the Executive Committee at the next renewal.”*

Motion Carried

ITEM 5 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there is currently one outstanding insurance claim, which cannot be finalized until the cladding replacement works are complete.

ELECTION OF EXECUTIVE COMMITTEE

ITEM 6

Motion 6: *“That the Owners Corporation agree to appoint Jimmy Reece, Ibtihaj Subeih, Carol Tolstrup, Sacha McCallum and Ben Damiano to stand as Executive Committee members until the next Annual General Meeting”*

Motion Carried

ITEM 7

The meeting noted that the only delegations in force between the Owners Corporation and another party are by way of contract with Grady Strata, a copy of which is available upon request.

BUILDING MAINTENANCE

ITEM 8 – STRUCTURAL DEFECTS

The meeting noted that there are no known structural stability issues with the building, however there are 7 leaking units due to alleged defective building work that have been referred to the Construction Occupations Registrar and Victory Homes for action under builders liability.

ITEM 9 – MAINTENANCE PLAN

The meeting noted that Grady Strata maintain a programmed maintenance register for the property for all assets maintainable over a 12 month period, a copy of which can be supplied to owners. An updated maintenance register detailing all of the long-term maintenance at the property will be sought via an external consultant over the next 12 months.

ITEM 10 – FIRE SAFETY REVIEW

The meeting noted that all fire suppression assets in the building are maintained by Form1 Fire in accordance with the relevant Australian Standards and in line with recommendations made under the cladding risk assessment.

ITEM 11 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting noted that the rat problem in the waste room appears to have been resolved, however the insulation replacement is still outstanding. Quotes have been requested.

The meeting noted that a call out occurred to owners seeking interest in mulching the gardens to reduce cost. There was significant volunteer interest, and as such mulch will be ordered once advice on amount is received from Corporate Gardens.

The meeting requested that consideration be given to the installation of bike racks in the basements, with access to be given to Townhouse owners who may be interested in using them.

The meeting requested that the Committee investigate a tap on the waste room near the bin enclosure.

The meeting noted that underneath the rear of some of the townhouses the render is flaking away. The building manager will investigate the cause and seek quotes for repair.

GENERAL BUSINESS

ITEM 12 – LOT 107 SKYLIGHTS

Amended Motion 7: “We, the Owners Corporation of Units Plan 4085, in accordance with Section 112A of the Unit Titles (Management) Act 2011 grant to the registered proprietors of Lots 107 this special privilege rule in permitting the installing of skylights in the roof of their lot within the confines of their roof extending only over their lot allocation on Units Plan 4085, including any necessary roof penetrations on the condition that:-

- (i) the registered proprietors of Lot 107 undertake the skylight installation so that it does not impact on the structural integrity of the building; and
- (ii) the registered proprietors of Lot 107 will ensure that any penetration is appropriately fire treated and water-tight; and
- (iii) the registered proprietors of Lot 107 are responsible for all costs/expenses incurred in maintaining the skylight and to the extent necessary relieve the Owners Corporation from any maintenance obligations placed upon it in respect of this installation, including in respect of the skylights themselves, any associated infrastructure and any penetrations made to the roof. for a period as long as the skylights and ancillary infrastructure remain in place.
- (iv) the skylights must be appropriately hail resistant in severe hail and appropriately wind resistant.”

Motion Carried by Special Resolution

ITEM 13 – ANY OTHER ITEMS

The meeting noted that there are ongoing issues with off-leash dogs running through the gardens. A notice will be provided to residents regarding securing their dog on Common Property, not allowing them to defecate on Common Property. A pet audit will also be undertaken in the near future to assist with identification of problematic pet behaviours.

Meeting closed 6:45pm

GENERAL MEETING MINUTES 'STROMLO TERRACE'

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held at The Denman Community Center & via Zoom on the 17th of July 2023 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present In Person: Representatives for Lots: 22, 99, 42, 53, 57, 111, 54, 90, 88, 11, 83, 2, 13, 96, 97, 100, 76, 50, 81, 65, 35, 47, 77, 5, 63, 43, 36, 44, 107, 104, 105, 110, 46, 28, 73, 61.

Present via Zoom: 72, 16, 69, 14, 1, 30, 40, 89, 17, 39, 33, , 108, 55, 82, 29.

Proxies & Absentees: 41, 58, 12, 80, 20, 21.

Apologies: 85

The Committee Chair, Sacha McCallum, assumed the position of Chair of the meeting.

The Managing Agent, Mr Michael Grady, welcomed members to the meeting and introduced Andrew Curran and John Diamond from Dowse Projects to present their tender recommendations for the cladding replacement project.

The Dowse Projects team provided an overview of their company structure, the assigned staff members for the job and their tender recommendation as sent out with the General Meeting Package. The meeting noted advice that Canberra Building Services were the only tenderer for the job despite several companies being approached, which was largely resultant from heavy demands on the industry due to the sheer volume of cladding replacement work either underway or commencing shortly.

The meeting questioned what items were excluded from the quote and may be covered by the contingency figure proposed to be funded via the levy process. Advice was provided that the amount provided in the tender recommendation report is a fixed-price figure until mid-September, however contingency funds were allowed for repairs to unknown items that may not be discovered until the cladding is removed. The meeting noted advice from the Strata Managers that the use of contingency funds will be controlled by the Project Manager and Executive Committee, and if unspent will remain in the Owners Corporations bank account and likely utilized to offset future levies either in the Admin Fund or Sinking Fund.

The meeting noted advice that the projected costs of the works had increased considerably over the Turner & Townsend cost estimate, as the cost estimate had a considerable number of exclusions included, however the tender received does sit within expectations for the Project Managers based on the current market and inclusions in the tender received.

The meeting noted advice that the replacement cladding will be non-flammable, is certified by CodeMark and a Certificate of Occupancy will be re-issued once the works are complete. The replacement cladding is intended to be the same colour as existing.

The meeting considered advice regarding the potential of switching to the ACT Government Loan Scheme, which whilst possible will result in a 15 business day turnaround for approvals, following which a General Meeting would need to be held to agree to the proposed loan terms. It was further noted that

the loan scheme and the Unit Titles legislation are not seen to be flexible enough to allow some owners to pay up front and others to pay over the course of the loan.

The meeting noted advice from the Chair that the buildings insurance company, CHU Insurance, are the only onshore insurer that have provided terms for the building insurance policy and that they have indicated that the project must commence as soon as possible, otherwise they may not continue to provide coverage. The strata manager advised that if on-shore coverage was not available, considerable cost increases are usually applicable for off-shore insurance.

The meeting questioned whether payment to the contractor would be due up-front and whether sign-offs for works would occur. Dowse Projects advised that the contractor would only be paid upon completion of works, with a payment certificate to be used to the Owners Corporation once an inspection of works had occurred by Dowse.

The meeting questions how the break-down of levy costs were determined. The Strata Manager advised that the levy break-down is proposed in accordance with the unit entitlements on the registered Strata Plan, which is the default position under legislation.

The meeting noted advice that a detailed project plan will be distributed prior to the project start date, which will include site shed locations, storage locations and projected dates for works on each façade. This project plan will be updated regularly for advice of owners and residents.

MINUTES

ITEM 1

Motion 1: *“That the Owners Corporation adopt the 13 April 2023 Annual General Meeting Minutes as provided.”*

Motion Carried

APPOINTMENT OF BUILDER (CLADDING REPLACEMENT)

ITEM 2 – BUILDER APPOINTMENT

Motion 2: *“That the Owners Corporation – Units Plan 4085 RESOLVE to engage Canberra Building Services as the head builder of the Stromlo Terrace Cladding Replacement Project at a cost of \$2,639,867.36 (inc. GST), in accordance with the terms of a contract to be negotiated with the Executive Committee. For the avoidance of doubt the Executive Committee are duly authorised to enter in to a contract with Canberra Building Services as necessary to complete the cladding replacement works as outlined in the Dowse Projects Tender Recommendation Report.”*

Motion Carried

FUNDING OF CLADDING REPLACEMENT PROJECT

ITEM 3 – CLADDING REPLACEMENT LEVY & SPECIAL PURPOSE FUND

The meeting noted that a request was received for the Owners Corporation to consider a motion excluding the townhouses from the levying process, as no cladding is affixed to the townhouse building facades.

NEW Motion 3: *“That the Owners – Units Plan 4085 RESOLVES by Special Resolution, in accordance with Section 78 (2)(b) of the Unit Titles (Management) Act 2011, to raise a contribution of \$2,639,867.36 (inc. GST) to the General Fund. This contribution is to be contributed by owners of Lots 1 – 106 (excluding Units 107-113) in accordance with their unit entitlements with the total levy payable to be paid via 3 instalments due on the following schedule:*

- 1) 50% due 17 August 2023;**
- 2) 25% due 15 October 2023; and**
- 3) 25% due 15 November 2023.”**

Motion Failed

Motion 4: *“That the Owners – Units Plan 4085 RESOLVES by ordinary resolution, in accordance with Section 78 (2)(a) of the Unit Titles (Management) Act 2011, to raise a contribution of \$2,639,867.36 (inc. GST) to the General Fund. This contribution is to be contributed by owners in accordance with their unit entitlements with the total levy payable to be paid via 3 instalments due on the following schedule:*

- 1) 50% due 17 August 2023;**
- 2) 25% due 15 October 2023; and**
- 3) 25% due 15 November 2023.”**

Motion Carried

Motion 5: *“That the Owners – Units Plan 3941 RESOLVES by Special Resolution, in accordance with Section 74 of the Unit Titles (Management) Act 2011, to set aside all \$2,639,867.36 (inc. GST) of levy contributions raised in accordance with Motion 3 of the 17 July 2023 General Meeting to the Cladding Replacement Special Purpose Fund. Furthermore, and for the avoidance of doubt, the Owners Corporation RESOLVES by Special Resolution that these funds are to be expended for the purposes replacing identified flammable cladding affixed to the ‘Common Property’ and/or ‘Defined Parts’ of Units Plan 3941, including potential ancillary costs.”*

The meeting noted that the intention of this motion is to ensure accurate and accountable reporting on expenditure of funds for the cladding replacement project.

Motion Carried by Special Resolution

APPOINTMENT OF GRADY STRATA & FACILITIES

ITEM 4 – APPOINTMENT OF STRATA MANAGING AGENT

Motion 5: *“That the Owners Corporation of Units Plan 4085 authorise the Executive Committee to enter into a written management agreement for strata management services appointing Grady Strata & Facilities as follows:*

- a. *Grady Strata (“Agent”) be appointed as strata managing agent of Units Plan 4085 for a period of three (3) years commencing 18 July 2023*
- b. *The Owners Corporation execute a written agreement, (“Agreement”), to give effect to this appointment and any delegations contained therein;*
- c. *The delegation is to the subject to the conditions and limitations set out in the Agreement; and*
- d. *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting”.*

Motion Carried

INSURANCE

ITEM 5 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there is on outstanding insurance claim for the complex which will only be able to be finalized upon completion of the cladding replacement works due to ongoing leaks from the cladding.

BUILDING MAINTENANCE

ITEM 6 – STRUCTURAL DEFECTS

The meeting noted that Victory Homes has re-engaged with respect to alleged water leakage defects, with ongoing communication occurring between Victory Homes and the Strata Manager. These matters will continue to be pursued to completion.

ITEM 7 – MAINTENANCE ISSUES & CONTRACTS (NEW OR OUTSTANDING)

The meeting noted that the mulching works in the garden will be attended to once the cladding replacement works are complete, which will assist in ensuring the mulch is of best effect and not impacted by the cladding works. The meeting requested that newspaper is utilized under the new mulch to ensure it is sufficiently effective.

The meeting noted that the entry to 2 Serventy Street on the corner near John Gorton Drive is regularly wet due to the lack of sunlight in this location. This will be investigated further to see if there is an appropriate resolution possible.

The meeting noted that there is ongoing dumping in the waste room, however it is not possible to identify the dumpers due to a lack of CCTV and access control on the doors. Further investigations will be undertaken on potential solutions for consideration of the Owners Corporation.

The meeting noted that the waste room pedestrian door has been fixed, however it is still regularly being left open by residents as no door closer has been installed.

New Motion 6: “That the Owners Corporation agree to install appropriate hydraulic door closers on the waste room doors.”

Motion Carried

The meeting noted concerns raised with respect to electric vehicle charging and storage in the underground basement, with objections made to the storage of electric vehicles due to alleged spontaneous combustion issues. Responses were provided that electric vehicles spontaneously combusting is no greater than an internal combustion engine.

The meeting requested that bike racks are considered for installation in the high-rise basements.

The meeting noted advice that packages are being stolen from some of the lobbies, however no CCTV was available for this location. The managing agent agreed to seek prices of CCTV coverage of the lobbies and some parcel lockers for consideration by the Owners Corporation at the next General Meeting.

ITEM 8 – FIRE SAFETY REVIEW

The meeting noted that the building is currently subject to increased testing of fire assets in line with the cladding risk assessment report recommendations and these are completed by Form1 Fire.

GENERAL BUSINESS

ITEM 9 – ANY OTHER ITEMS

The meeting requested that language in the General Meeting Package is simplified to assist in greater understanding by owners. The managing agent undertook to review this for future General Meeting Packages.

The meeting requested that a clean-up of the items stored in the car parking spaces is undertaken. The managing agent agreed to have this completed by the Building Manager via issuance of notices to residents storing items in breach of the Rules.

Meeting closed 8:00pm

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held via Teams at 6:00PM on the 19th of February 2024.

PRESENT EXECUTIVE COMMITTEE (EC): Sacha McCallum, Ben Damiano, John Reece

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Peter Burns

APOLOGIES: Tutu Subeih, Carol Tolstrup

1 Facilities Management

Maintenance Items

- a. The Committee **noted** that follow-up continues to occur with Victory Homes with respect to the various defects identified by Peak Consulting to the site. Victory Homes have provided responses to each item, however have not yet executed upon the agreed items within each report.
- b. The Committee **noted** that it is still awaiting a response from Victory Homes on the roof drainage assessment along 2 Serventy St, with SilverWolf having provided their report several months ago on this matter for the OC.
- c. The Committee **agreed** a quote from Corporate Gardens to replace all of the dying hedges (due to age) along the perimeter of the property. These will be replaced with Virburnum Tinus to tie in with the other perimeter and internal planting around the property.
- d. The Committee **declined** to proceed with internal patch and paints as quoted, noting that internal complete repaint is due in 2024/2025.
- e. The Committee **approved** a quote to re line mark the internal visitor car park spaces once the cladding works are complete and site sheds removed.
- f. The Committee **approved** a quote from Level Plumbing to rectify a leak in to Unit 113.
- g. The Committee **approved** a quote from PacificFM to rectify a failed Variable Speed Drive to the basement CO sensor and fan system.
- h. The Committee **agreed** to seek a second quote to replace 3 * failed external HWS on the communal boiler system.
- i. The Committee **noted** requests to protect the verge along Serventy St. The Committee **agreed** that quotes for rocks and bollards had previously been sourced and not agreed on the basis of cost. The matter can be raised at the AGM as necessary.
- j. The Committee **agreed** to have the solar panels cleaned using the on-site materials.
- k. The Committee **approved** quotes from Level Plumbing for installation of a drip tray above Unit 56's car space.

2 Strata Management Report

- a. The Committee **agreed** to proceed with Hardwickes Accounting to complete the annual audit of accounts in preparation for the AGM.
- b. The Committee **agreed** to place \$300,000 from the Sinking Fund in a Term Deposit account with Macquarie Bank.
- c. The Committee **noted** that the arrears for the complex are tracking well despite the large levies imposed via the cladding program. All payment

requirements for the project have been able to be met so far. All owners are thanked for their assistance in this regard.

- d. The Committee **agreed** to seek an updated financial tracking status showing expenses expected vs. budget for the remaining cladding project works.
- e. The Committee **agreed** to update the Sinking Fund Forecast, with the following items to be specifically listed:
 - External Repaint – Listed for 24/25 currently to remain.
 - Internal Repaint – Listed for 23/24 currently to be placed in 24/25.
 - Gas to Electric HWS changeover, including townhouses – Not currently listed, to be added from 2030.
 - Add 1 * Dual EV Charger in visitor spaces in 26/27.
- f. The Committee **agreed** to seek an updated insurance valuation.
- g. The Committee **agreed** to hold the AGM in early April (approx. 9 or 11 April). The meeting will be held at the Denman Prospect Community Centre.

ANNUAL GENERAL MEETING MINUTES 'STROMLO TERRACE'

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held at The Denman Community Center & via Zoom on the 2nd of May 2024 at 6pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present In Person: Representatives for Lots: 82, 18, 99, 96, 57, 50, 22, 27, 77, 105, 97, 111, 61.

Present via Zoom: 1, 98, 17, 15, 76, 30, 54, 14.

Proxies & Absentees: 20, 89, 80, 29.

The Managing Agent, Mr Michael Grady, welcomed members to the meeting and introduced the Executive Committee Chairperson, Mr Sacha McCallum, who assumed the position of Chair as the Chair of the outgoing Executive Committee.

The meeting noted the receipt of the Dowse Projects report on the flammable cladding replacement works across the property, which outlines project outcomes, notably the saving of \$189,136.59 ex. GST in cost vs. projected costs at the beginning of the project.

The meeting noted that the savings from the cladding replacement project could be addressed in the following ways:

- Retained by the Owners Corporation in the Special Purpose Fund to ensure funds are available to the OC should any complaints ensue regarding works quality, then distribution of funds as agreed by the OC at the 2025 AGM.
- Redistributed as a credit against the Admin Fund and/or Sinking Fund levies for 2024/25.

An informal vote was taken of owners present with respect to the potential options for the special purpose fund surplus, with the majority of owners indicating their preference to redistribute funds to the Admin Fund and Sinking Fund to offset the first two levies due in 2024/2025.

MINUTES

ITEM 1

Motion 1: *"That the Owners Corporation adopt the July 2023 General Meeting Minutes as provided."*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2

Motion 2: *"That the Owners Corporation adopt the financial statements for the financial year ended 28 February 2024, subject to a non-adverse audit opinion being received and distributed to owners on receipt."*

Motion Carried

SINKING FUND PLAN

ITEM 3

Motion 3: *“That the Owners Corporation adopt the updated Sinking Fund Forecast produced by QS Solutions and provided with the 2024 AGM Package.”*

The meeting noted that the Sinking Fund Plan has been updated in several key areas, including:

- Allowance to complete building external repainting during 2024/25. An external scoping and project management company will be engaged to ensure quality tender and work outcomes. The scope of works will include external repainting of the façade and low-level walls across the property in elastomeric paint, capping of low-level walls and repair of hairline cracks across the façade.
- Allowance to complete building internal corridor and entry area repainting in 2024/25.
- Visitor parking line marking refresh.
- Allowance ongoing each year for remediation of balcony waterproofing, where failures have begun to occur.
- Allowance for a dual Electric Vehicle (EV) charger in the Visitor Parking area in 26/27, which addresses potential future needs in the short term whilst technology continues to mature in this space, general user needs are better solidified and Government policy is developed with respect to potential funding assistance for apartment complexes given the increased complications in this space. This will include user-pays charge-back facilities for electricity usage, above the market rate paid by the Stromlo Terrace OC.
- Allowance in 2030/31 to replace the existing gas hot water heaters from gas to electric, including both the common plant and individual townhouse hot water heaters. This has been included to ensure we can meet future ACT Government Gas-Free targets and don't need to scramble in future years to catch up.

The meeting undertook an informal vote to consider amendments to the plan to remove particular items within the plan, with the following items agreed to be removed:

- Electric Vehicle Charging.
- Visitor car space line marking.

AMENDED Motion 3: *“That the Owners Corporation adopt the updated Sinking Fund Forecast produced by QS Solutions provided with the 2024 AGM Package, and including amendments to remove Electric Vehicle Chargers and Visitor Car Space Line Marking from the plan.”*

Motion Carried

2024/25 BUDGETS

ITEM 4

AMENDED Motion 4: *“That the Owners Corporation adopts an administrative expenditure budget of \$365,805.34 (plus GST) and that a contribution be determined to the Administration Fund of \$255,443.80 (inc GST), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments as follows: \$0 – Due 1 June 2024, \$54,246.50 – due 1 August 2024, \$158,402.25 – Due 1 November 2024, \$158,402.25 – Due 1 February 2025.”*

The meeting noted the informal agreement of owners to transfer funds from the Special Purpose Fund to the Admin Fund and Sinking Fund to offset levies to be raised during 2024/25 for operational and sinking fund expenditure. As such, the meeting agreed to amend Motions 4 and 5 as necessary to account for these proposed transfers.

Motion Carried

AMENDED Motion 5: *“That the Owners Corporation adopts a Sinking Fund levy of \$159,238.80 (inc. GST) and a Sinking Fund expenditure budget of \$694,402.00 (plus GST). A contribution is be determined to the Sinking Fund equal to the sum of the levy, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments as follows: \$0 – Due 1 June 2024, \$43,631.60 – due 1 August 2024, \$57,803.60 – Due 1 November 2024, \$57,803.60 – Due 1 February 2025.”*

Motion Carried

Motion 6: *“That the Owners Corporation adopts a Cladding Replacement Special Purpose Fund expenditure budget of \$736,403.12 (plus GST).”*

Motion Carried by Special Resolution

NEW Motion 7: *“That the Owners Corporation agree to transfer \$133,589.84 from the Special Purpose Fund to the General Admin Fund.”*

Motion Carried by Special Resolution

NEW Motion 8: *“That the Owners Corporation agree to transfer \$52,546.75 from the Special Purpose Fund to the Sinking Fund.”*

Motion Carried by Special Resolution

INSURANCE

ITEM 5 – POLICY NOTATION AND RENEWAL

Motion 7: *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4085 in accordance with the attached Certificate of Currency provided by CHU Insurance and agreed for the policy to be adjusted on renewal in consultation with the Executive Committee at the next renewal.”*

The meeting noted that the insurance renewal for 2024/25 will fall due in May 2024, and it is likely a wider market response will be available now that the cladding replacement works are complete. The meeting further noted that an insurance valuation has been undertaken, which will increase sums insured, but the premium for the policy will likely be less than prior years following the cladding works.

Motion Carried

ITEM 6 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there are no open insurance claims, nor any outstanding for lodgment.

ELECTION OF EXECUTIVE COMMITTEE

ITEM 7

Motion 8: *“That the Owners Corporation agree to appoint Sacha McCallum, Kate McIntosh, James O’Rourke and John Reece to stand as Executive Committee members until the next Annual General Meeting”*

Motion Carried

ITEM 8 - DELEGATIONS

The meeting noted that the only current delegations in force outside of legislation are by way of contract between the Owners Corporation and Grady Strata. A copy of this contract is available upon request.

BUILDING MAINTENANCE

ITEM 9 – STRUCTURAL DEFECTS

The meeting noted that there is a defect above 2 Serventy St, whereby the roof drainage is insufficient. The builder has agreed to pay for repair of the roof as necessary, however would like the OC to cost these repairs via their own trades for payment.

ITEM 10 – MAINTENANCE PLAN

The meeting noted that Grady Strata maintain a programmed maintenance schedule with the Executive Committee. No amendments to the plan were proposed.

ITEM 11 – FIRE SAFETY REVIEW

The meeting noted that the fire safety systems within the building are maintained by Form1 Fire in accordance with the relevant Australian Standards, and otherwise the building is now compliant with the National Construction Code for Fire Safety following the cladding replacement works.

The meeting requested that a simplified statement of events leading to approval of the prior flammable cladding installation to the façade of the building is provided to owners.

ITEM 12 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting noted that several units are experiencing hot water entering their units via the cold water pipes. Owners are requested to report this to Grady Strata to ensure current investigations are fully informed to find resolution.

The meeting noted that there is a leak in to the staircase servicing units 61-63 to the basement, which occurs during rainfall. The building manager will be tasked with investigation.

The meeting noted that replanting works are planned for various areas of the complex, which Corporate Gardens will execute upon shortly.

The meeting noted that one of the pop-up sprinklers in the garden area is damaged and causing flooding. Corporate Gardens will be asked to rectify.

The meeting noted that one of the trees in the central courtyard is dying and may need replacement. Corporate Gardens will be asked to investigate.

The meeting noted that vehicles continue to park on the nature strip along Serventy St, as there is no barrier to entry of the nature strip. The meeting further noted that prices have previously been sourced for bollards or stones to protect the nature strip, however these were not accepted due to their cost. Owners were asked to report these vehicles to Access Canberra when seen.

The meeting agreed to have Grady Strata arrange an additional bulky waste collection to address waste dumping within the bin rooms. Residents were also encouraged to report waste dumping to Grady Strata, along with an approximate time when that person swipes in to a building so they can be identified.

GENERAL BUSINESS

ITEM 13 – RULE REPEAL

Motion 9: *“That the Owners Corporation RESOLVE by Special Resolution to repeal Rule 13 – Fire Safety (Flammable Cladding) within the Owners Corporations Rules.”*

Motion Carried by Special Resolution

ITEM 14 – ANY OTHER ITEMS

The meeting noted that residents continue to park their vehicles in the visitor parking areas against the Rules for the property, meaning that visitor parking spaces are not available for genuine visitors. The offenders will be identified and issued Rule Infringement Notices if this behavior is ongoing.

Meeting closed 8:00pm

SECRETARIAL NOTE – FLAMMABLE CLADDING EVENTS SUMMARY

This summary is provided as request under Item 11 following the Annual General Meeting. It is intended as a simplified summary of consultants reports on how flammable cladding was affixed to the façade of the property, not a holistic document to be relied upon by owners for action.

- 1) A report from ‘DeFire Innovative Fire Safety’ was issued to MPK Investments Pty Ltd on 2/5/2013 (CA120094). This reports primary purpose was to document the findings of a fire safety engineering assessment of the property to determine whether the residential development at Block 1, Section 16, WRIGHT, ACT complies with relevant performance requirements of the National Construction Code 2013 Volume One – Building Code of Australia. Notable within this report is:
 - a. A description (Item 3, page 3) of the fire performance compliance of the Aluminium Composite Panels (ACP).
 - b. Section 8 (pages 40-48), which describes different compliance requirements for non-combustible materials in external walls.
 - c. Appendix F-H describing material testing standard and materials to be used on the façade. Notably, the ‘Test Report Summary’ at Appendix H is that of “Alucobond Plus”.
- 2) On 27 November 2014, a Certificate of Occupancy and Use was issued by the ACT Government for a building constructed at Block 1, Section 16, Wright, noting as follows: *“This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.”*
- 3) A report from Cladding Compliance Australia was issued to ‘The Owners of Units Plan 4085’ in June 2021, which contained a test report of façade samples taken from the development located at Block 1, Section 16, WRIGHT, ACT, identifying that the polymer mass within the samples taken from the façade were between 42% and 50% polymer filled.
- 4) A report from GHD Fire Engineers was issued to ‘The Owners of Units Plan 4085’. Notable within this report is that at Section 2.5.3 it is identified:

“The cladding applied to the building, as documented in Table 8, exhibited inconsistent results ranging between 42 % and 50 % PE content. Whilst the specific brand of ACP cannot be determined through these results, it is clear that the samples tested are not Alucobond Plus, which typically has a PE content in the range of 30 %. It is also clear that the product is not Vitrabond A2, which typically has a PE content in the range of <10 %.

Partial product marking on the back of panels was observed on site, which indicates a Fairview Architecture ACP. Fairview manufacture a range of different ACP products. The presence of Magnesium Hydroxide could be indicator of Vitrabond FR ACP (a Fairview product). Vitrabond FR ACP is understood to have been subject to formulation changes over time, which may explain the inconsistencies observed in these test results.

While the panel shown in the figure below can be confirmed as Vitrabond FR, the inconsistencies mean GHD cannot conclusively determine the specific brand of ACP used throughout the development. Therefore, for the purposes of this assessment, this cladding will be identified as FRACP (>30% PE).”

- 5) On 16 August 2022, the Owners Corporation received a 'memorandum of advice' from MinterEllison lawyers setting out potential options for the Owners Corporation to take legal action against relevant parties with respect to the variance between the panels suspected to have been installed to Stromlo Terrace, and those believed to have been installed.
- 6) On 20 October 2022, the Owners Corporation held a General Meeting to discuss various items of business, where it was noted with regard to the MinterEllison Advice that " The meeting noted advice from MinterEllison that there may be some paths of legal recourse, however agreed that these may only be possible for a subset of owners who may act individually or collaboratively or would be prohibitively costly for the Owners Corporation to pursue."
- 7) On 17 July 2023, the Owners Corporation agreed to enter in to a contract with Canberra Building Services to replace the flammable cladding affixed to Stromlo Terrace's façade.
- 8) On 29 April 2024, a Certificate of Occupancy and Use was issued with respect to the cladding remediation works by the ACT Government, identifying all works were complete.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4085

A2 General meeting

Date (or dates) of general meeting 2/5/24
at which the reduced quorum
decision or decisions were made—

Tick applicable box, or both boxes if applicable:

Regularly convened

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

Convened after adjournment

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision

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.



..... 15/5/24

[†] 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).

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held via Teams at 5:00PM on the 4th of November 2024.

PRESENT EXECUTIVE COMMITTEE (EC): Sacha McCallum, John Reece, Kate McIntosh, James O'Rourke

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Michael Grady, Andrew Rose

APOLOGIES: Peter Burns, Building Manager

1 Facilities Management

Maintenance Items

- a. The Committee **noted** the quotes received from 3 of the 5 contractors approached for exterior and interior common area painting. Grady Strata to seek clarification on render repairs as an inclusion or extra from Higgins Coatings. RFP and Higgins Coating are comparative tenderers.
- b. The Committee **agreed** to obtain quotes for the painting of basement carpark columns for increased visibility and an epoxy coating application to basement lift entrances.
- c. The Committee **noted** that Victory Homes have agreed to address the roof drainage along 2 Serventy St, following the SilverWolf report. Grady will be lodging notice on OC behalf with ACT Government for a rectification order to ensure the building warranty cover extends to 2025.
- d. The Committee **agreed** a quote from Corporate Gardens to replace the dying hedges (due to age) along the perimeter of the property per the provided plan. The Committee agreed to take up the discounted offer from Corporate Gardens for all works to be completed as a single job. These will be replaced with a selection of Virburnum Tinus, Phormium Tenax and Teucrium Fruitcans to tie in with the other perimeter and internal planting around the property.
- e. The Committee **agreed** that renewal of individual unit tempering valves remains an owners responsibility.
- f. The Committee **noted** that there are alternative water delivery design solutions that might be pursued in the future to manage tempering valve issues.

2 Strata Management Report

- a. The Committee **noted** the balcony damage reported from the cladding project. Strata Manager has scheduled with DOWSE builders inspection to determine any repairs required.

3 Other Business

- b. Strata Manager **noted** that Stromlo Terrace has been proposed for inclusion in ACT Government research and reviews into issues and designs for multi-unit complex conversions to from gas to electric energy as the single energy source – “de-gasification”.
- c. The Committee **noted** that there is no requirement for the owners corporation to provide EV chargers. The future plan in preparation for increasing EV take up is to engage a consultant to prepare a Special hazard report and then design suitable system for the complex electrical capacity and manage those risks identified in the report.

- d. The Committee **noted** that the period of notice for the removal of the vehicle from the visitors car park expires 12 November 2024. Grady Strata will initiate vehicle removal from the property once the period has expired.
- e. The Committee **agreed** that notices be prepared to request owners clean basement storage areas.

MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held via Teams at 5:30PM on the 3rd of March 2025.

PRESENT EXECUTIVE COMMITTEE (EC): Sacha McCallum, Kate McIntosh, James O'Rourke

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Andrew Rose

APOLOGIES: John Reece, Michael Grady, Peter Burns

1 Facilities Management

Maintenance Items

- a. The Committee **agreed** to proceed per quote for the exterior flashing repairs to Units 110 and 111.
- b. The Committee **noted** that quote for the painting of basement carpark lift and fire stair entrances is pending and Strata Manager will circulate to the EC for consideration when received.
- c. The Committee **noted** that Victory Homes have provided payment for the rectification of gutters at 2 Serventy St. The materials have been ordered and once manufactured, works will be scheduled.
- d. The Committee **noted** that Corporate Gardens are scheduled to replace the dying hedges (due to age) and ground cover along the perimeter of the property per provided plan during March 2025.
- e. The Committee **noted** that the exterior and interior painting has been completed. A final defects review is to be conducted with Higgins Painting including inaccessible Unit doors, identified cleaning and minor garden repairs to Units and common area.

2 Strata Management Report

- a. The Committee **agreed** the AGM 2025 Pack including the proposed Admin and Sinking fund budgets per the sinking fund plan.
- b. The Committee **agreed** that the AGM be scheduled for 8 April 2025, 530pm at The Denman Prospect Community Centre.
- c. The Committee **noted** that the AGM pack will be issued prior to the AGM with the completed 2024-2025 audit review following the close of the Financial Year.
- d. The Committee **noted** the balcony glass damage reported from the cladding project has been repaired to Unit 66.

3 Other Business

No other business raised

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4085

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 8 April 2025

Tick applicable box, or both boxes if applicable:

Regularly convened

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

**Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
8 April 2025	See minutes as attached for record of decisions

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.

16 April 2025.....

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

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ANNUAL GENERAL MEETING MINUTES 'STROMLO TERRACE'

2 Serventy Street, 25 John Gorton Drive, 26 Max Jacobs Ave and 1 Dunphy Street

Held at The Denman Community Center & via Zoom on the 8th of April 2024 at 5:30pm. As there were not enough members present to constitute a quorum the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Attending: Representatives for Lots: 2, 21, 22, 27, 33, 50, 57, 59, 76, 82, 96, 99, 105, 110, 111, 112.

Proxies & Absentees: 12, 80, 89.

The Managing Agent, Mr Andrew Rose, welcomed members to the meeting and introduced the Executive Committee Chairperson, Mr Sacha McCallum, who assumed the position of Chair as the Chair of the outgoing Executive Committee.

The meeting opened with discussion on achievements during the financial year including:

- Agreement and provision of cash for the quoted costs to remediate defects to the roof drainage above 2 Serventy Street
- Complete building external repainting
- Complete building internal corridor and entry area repainting
- Basement lift and fire stair entrance areas.

MINUTES

ITEM 1

Motion 1: *“That the Owners Corporation adopt the May 2024 General Meeting Minutes as provided.”*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2

The audited financial statements were issued to owners on 7 April 2025 prior to the meeting, as additional information to the AGM Pack. The motion was amended to note the receipt of the audited statements and that there were no adverse findings for the review.

Amended Motion 2: *“That the Owners Corporation adopt the financial statements for the financial year ended 28 February 2025, noting that no adverse audit opinion was received.”*

Motion Carried



2025/26 BUDGETS

ITEM 3

The meeting agreed to amend the motions for the 2025/26 budgets for typographical errors to replace 2024 year references with 2025 and 2025 years with 2026.

AMENDED Motion 3: *“That the Owners Corporation adopts an administrative expenditure budget of \$427,695.70 (plus GST) and that a contribution be determined to the Administration Fund of \$376,030.00 (plus GST), to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 24 May 2025, 1 August 2025, 1 November 2025 and 1 February 2026.”*

Motion Carried

AMENDED Motion 4: *“That the Owners Corporation adopts a Sinking Fund levy of \$218,594.00 (plus GST) and a Sinking Fund expenditure budget of \$142,063.00 (plus GST). A contribution is be determined to the Sinking Fund equal to the sum of the levy, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 24 May 2025, 1 August 2025, 1 November 2025 and 1 February 2026.”*

Motion Carried

INSURANCE

ITEM 5 – POLICY NOTATION AND RENEWAL

Motion 5: *“That the Owners Corporation note the currency and extent of coverage provided for Units Plan 4085 in accordance with the attached Certificate of Currency provided by CHU Insurance and agreed for the policy to be adjusted on renewal in consultation with the Executive Committee at the next renewal.”*

Motion Carried

ITEM 6 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there are no open insurance claims.

ELECTION OF EXECUTIVE COMMITTEE

ITEM 6

Motion 6: *“That the Owners Corporation agree to appoint Sacha McCallum, Kate McIntosh, John Reece, Rachel Russell, Phillip Siomos and Lois Wurzer to stand as Executive Committee members until the next Annual General Meeting”*

Motion Carried

ITEM 7 - DELEGATIONS

The meeting noted that the only current delegations in force outside of legislation are by way of contract between the Owners Corporation and Grady Strata. A copy of this contract is available upon request. No changes were proposed.

BUILDING MAINTENANCE

ITEM 8 – STRUCTURAL DEFECTS

The meeting noted that there defect above 2 Serventy St, whereby the roof drainage is insufficient is scheduled for remediation. The builder has provided an agreed cash settlement to the OC, contractors have been engaged and materials ordered for the works. Works are scheduled for the second quarter of the 2025 calendar year.

ITEM 9 – MAINTENANCE PLAN

The meeting noted that Grady Strata maintain a programmed maintenance schedule with the Executive Committee. No amendments to the plan were proposed.

ITEM 10 – FIRE SAFETY REVIEW

The meeting noted that the fire safety systems within the building are maintained by Form1 Fire in accordance with the relevant Australian Standards, and otherwise the building is now compliant with the National Construction Code for Fire Safety following the cladding replacement works.

ITEM 11 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

The meeting noted that replanting works are underway for various areas of the complex to replace aged and plant new ground cover to the John Gorton Drive common garden areas and north east corner of the internal courtyard.

The meeting noted that damage to the lawn and the garden edging had been repaired following damage from the boom lift during painting.

GENERAL BUSINESS

ITEM 12 – ANY OTHER ITEMS

Rubbish room waste dumping

The meeting noted continued dumping of inappropriate, and bulky, materials in rubbish rooms that cannot be placed in waste bins. This included large boxes and similar recycling items that should be crushed. The meeting noted responsibility for disposal rests with the individual to dispose of their items and placing these on the street is not an acceptable method of disposal. The costs of the disposal of these items are borne by all owners in increased levies in the event that additional waste disposal must be arranged.

The Meeting noted that new signage will be placed in rubbish rooms to assist residents in identifying appropriate means of disposal, directions for disposal. This will include multi-lingual signage. The attendees agreed that additional notifications will be issued from Grady Strata and Facilities via mail drop and email to all owners and residents in relation to the disposal of bulk waste and other items.

EC ACTION ITEMS

Security

The meeting discussed security arrangements for the building and potential increased security measures for residents. The first is to reiterate to residents their responsibilities for assuring the closure of building entrances. The EC will consider additional measures available for the complex.

Basement clean

Owners requested cleaning be conducted through the basement carpark area. Grady Strata Building Manager noted that this is yet to be quoted though is scheduled for May/June period following EC agreement.

Car Park traffic control

The meeting noted discussions in relation to re-marking the parking area and turnaround lines at the Max Jacobs Ave driveway entry and driveway. The meeting suggested alternative signage options for the EC to consider in redirecting vehicles at the entry to avoid the turnaround in the North end of the driveway area, where there is restricted vehicle space.

Painting damages

The meeting noted the damages incurred through the external painting by Higgins. These have now been remediated or in the final stages of remediation for owners. The costs for these damages are yet to be negotiated with Higgins or pursued through insurance as appropriate with the project closure.

A final defect inspection, including identified unit/townhouse entrance doors that remain unpainted and courtyard areas, is yet to be completed. Attendees noted areas of incompleteness and advised of defects for inspection.

Rubbish room taps

The meeting discussed the installation of exterior vandal proof (security) taps to courtyard walls of both bin rooms - with appropriate secure storage of access keys to the taps for owners.

Rubbish room – sensor lights

The meeting noted that there is a delay in sensor lights triggering on when residents enter the rubbish rooms. Building Manager will arrange inspection and test/adjustment to sensor where possible, with replacement installed - if necessary.

Sinking Fund, Maintain building – Garage doors

A query was raised in relation to inclusions for the Sinking fund budget item for Garage doors for townhouses. It was noted by townhouse owners that garage doors have not been serviced recently.

Letterbox signage

Following repaint of the exterior, consideration be given to the upgrade or replacement of letterbox signage

Meeting closed 7:02pm



MINUTES OF EXECUTIVE COMMITTEE MEETING

Meeting held via Teams at 4:30PM on the 2nd of October 2025.

PRESENT EXECUTIVE COMMITTEE (EC): Sacha McCallum, Kate McIntosh, John Reece, Rachel Russell, Phillip Siomos, Sacha McCallum, Lois Wurzer

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Andrew Rose, Michael Grady and Peter Burns

APOLOGIES: Nil

1 Confirmation of office bearers

- a. The Committee **agreed** to appoint Ms Kate McIntosh as Chairperson
- b. The Committee **agreed** to appoint Mr Phillip Siomos as Treasurer
- c. The Committee **agreed** to appoint Ms Lois Wurzer as Secretary

The Committee thanked Mr Sacha McCallum for his contribution to the Stromlo Terrace community as former EC Chair and member.

2 Unit flooding – 2 Serventy St

The Committee **noted** that flooding had been experienced in seven (7) units in the 2 Serventy St building on 20 September. The water ingress stemming from a second floor shower leak caused by an unauthorised party undertaking repairs to a mixer tap.

The immediate response was the plumber attending to shut off water to the block and address the issue with the Unit shower. Carpet and water damage experts attended to provide dryers for the slab and other areas of identified water ingress.

The insurance assessor has provided report to the insurer and owners are pending the building insurers approval for the claim to proceed.

The Committee **agreed** to pay the insurance excess once insurance approval has been provided and will consider options for any potential recoveries.

The Committee **noted** that affected owners should, once repair works are resolved, document their personal costs - for example laundering, electrical charges and similar items resulting from the water ingress and table these to the EC for insurance recovery.

The Committee **noted** that all residents should make themselves aware of isolation points in their units for water and electricity in the event of emergency. With expedient isolation, water ingress can be contained and impacts reduced significantly.

Grady Strata are currently in process to review welcome packs to detail this information for new residents. However, Strata is often not informed of resident changes with tenant movements and short term accommodation rentals. Owners should be providing this detail to Property Managers to ensure information is available to their resident.

3 Strata Management Report

- a. The Committee **noted** that Sutton Roofing have commenced work for the rectification of gutters at 2 Serventy St and Dunphy St roof areas. Scaffold will be in place in the internal courtyard from 3 October, with works to proceed from 7

October. As noted, funding for this rectification was previously obtained from the Developer as this was a building defect.

- b. The Committee **noted** that the increase in Corporate Gardens attendance has raised the standard of the gardens presentation. It was also confirmed that plants stolen earlier in the year from the John Gorton Ave side have been replaced.
- c. The Committee **agreed** that notice be given to Unit 67 to remove pets and other unapproved items from the Unit courtyard that are now causing significant nuisance to other residents in the immediate area.
- d. The Committee **agreed** to the installation of cat netting to the balcony of Unit 12 to comply with cat containment laws.

4 Other Business

The Committee **noted** that the following items are remaining for discussion with quotes to come forward for remediation:

- Garden plants to Serventy St small gardens adjacent to remap areas
- Emergency lighting replacement
- Concrete ramp repairs to internal courtyard ramp

The Committee **noted** that the signage for the townhouse garage entry drive has been installed.

The Committee **did not agree** that the mirrors be placed at the townhouse garage entry drive noting the low volume of traffic and alternate solutions available for owners to avoid the occasional vehicle movement.

26 March 2024

File No: 1152.6.5

The Owners UP4085
C/o Michael Grady
Grady Strata & Facilities
PO Box 3197
Manuka ACT 2603

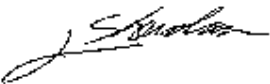
Dear Michael,

**RE: STROMLO TERRACE REINSTATEMENT COST ASSESSMENT
25 JOHN GORTON DRIVE, WRIGHT ACT**

Further to our proposal and your subsequent commission, we are pleased to enclose our property insurance reinstatement cost assessment for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan

QS Solutions

Enc

Stromlo Terrace Reinstatement Cost Assessment



**The Owners, Unit Plan 4085
25 John Gorton Drive, Wright ACT**

March 2024

File No:1152.6.5

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone:02 9876 4757

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1. Introduction

Under instructions from Michael Grady of Grady Strata & Facilities, QS Solutions have prepared this reinstatement cost assessment for the subject property.

The purpose of this report is to assist in obtaining property insurance quotations for the subject properties from insurance companies and brokers.

Neither the current policy nor any proposed policy information has been provided to QS Solutions in the preparation of this assessment.

The parties to this insurance policy should satisfy themselves as to the wording of the policy and risks covered.

2. Base reconstruction data

2.1 Calculations & measurements

We understand that no significant capital works have been carried out to the property since the original inspection on the 22 September 2017. We have updated the original report by reviewing current construction rates, escalation rates and professional fees as applied to the previously calculated costs.

All base reconstruction cost data including demolition, reconstruction and professional fees are exclusive of GST.

2.2 Demolition and disposal cost

The cost includes for making safe the damaged building, demolishing the existing structure and grubbing up the existing foundations, removing any remaining debris and shoring and temporarily protecting any adjoining buildings where appropriate.

2.3 Reconstruction cost

This is the anticipated cost of totally reconstructing the property using conventional tendering methods and completed documentation at the policy commencement date. The cost allows for reconstructing the building in accordance with current regulations. An allowance for heritage work is included where applicable.

Professional fees, escalation and demolitions costs are not included within this amount.

Foundation costs are based on typical sub-soil conditions bearing in mind the type and location of the building.

Where we have been unable to examine elements of the structure we have assumed the use of reasonable materials and construction methods bearing in mind the age and character of the building.

Allowance has been made for the effect of currency fluctuations on imported building materials and services from overseas.

2.4 Professional fees

This allowance covers the professional fees for the following disciplines when appropriate:

- Quantity Surveyor,
- Project Manager,
- Architect,
- Structural Engineer,
- Council Fees,
- Building and Design approval,
- Mechanical and Electrical design,
- Minor fees such as acoustic & soil testing,
- Disbursements and sundries.

2.5 Cost escalation

This inflation cost provision is applied to the reconstruction cost for the period of demolition, re-documentation and reconstruction. Separate cost escalations are included for the first year and years thereafter disaster. No allowance has been made for any abnormal factors such as earthquakes, major floods and tempests, which would affect escalation.

2.6 Demolition, documentation and construction durations

Demolition, re-documentation and construction periods are based on working weeks and the current award agreements of a thirty-eight hour, five day week.

It is assumed that demolition will be carried out in conjunction with re-documentation and that the normal period for obtaining permits and approvals for this type of building will be required.

3. Reinstatement cost data

The reinstatement cost figures represent the total reconstruction cost assuming total destruction.

- The cost assessment as at 28 November 2023 is the total re-construction cost if destruction occurs on the first day of the insurance period.
- The cost assessment as at 27 November 2024 is the total re-construction cost if destruction occurs on the last day of the insurance period.

Our reinstatement cost assessment is provided inclusive and exclusive of GST. We recommend you discuss this with your tax advisors and insurer to determine if GST should be included within this insurance valuation.

4. Exclusions

Items excluded from the reinstatement cost assessment are:

- Cost of renting alternative accommodation and consequential loss,
- Loss of rent, relocation expenses and leasing up period on completion,
- Cost of professional fees incurred in the preparation of a claim following a loss,
- Costs in connection with changes in plot ratio,
- Variations to current design of the building,
- Common property loose furniture, fittings and works of art,
- Occupant fit out including furniture, curtains, blinds, carpets and painting not forming part of the building,
- Contributions to fitout and tenant incentive costs,
- Trade or advertising signs, logos and similar items,
- External works beyond the boundary of the site including in ground services,
- Finance charges for reconstruction,
- Unexpected delays in obtaining approvals caused by appeals or abnormal factors,
- The presence and subsequent removal of asbestos.

5. Property description and photograph

5.1 Property description

The property occupies an entire block 83m by 135m and is enclosed by Dunphy Street, Max Jacobs Avenue, Serventy Street and John Gorton Drive at Wright ACT. The property contains 113 air-conditioned residential lots, central garden area, 2 four storey buildings with basement car park and 7 two storey townhouses with lower level garaged car parking.

The buildings have painted, face brick and metal clad façades, flat metal roofs, balconies with glazed and masonry balustrades, courtyards, planter box's and common corridors.

The property is serviced by 3 passenger lifts, security access, sump pumps, centralised fire alarm system and central hot water system.

5.2 Fire Protection provisions

The property contains a centralised fire alarm system servicing common areas, fire hose reels, fire hydrants, fire extinguishers and car park fire sprinklers.

5.3 Property photograph



6. Reinstatement cost assessment

**Stromlo Terrace
 UP4085
 25 John Gorton Drive, Wright ACT**

Base Reconstruction Data, 28 November 2024	
Policy commencement date	28 November 2024
Demolition and disposal cost	\$4,130,000
Base reconstruction cost	\$53,169,000
Professional fees	\$5,849,000
Cost escalation, first year	4.50%
Cost escalation, years thereafter	4.50%
Demolition, documentation and permit application duration	52 weeks
Reconstruction duration	70 weeks

Reinstatement Cost Assessment		
Total building reinstatement cost based on the above reconstruction data and notes within this report		
	Start of insurance	End of insurance
Disaster date / start of reinstatement	28 November 2024	27 November 2025
Reinstatement cost excluding GST	\$67,658,000	\$70,703,000
Reinstatement cost including GST	\$74,424,000	\$77,773,000

7. Disclaimer

This reinstatement cost assessment has been prepared for the sole purpose of insurance and is not to be used for any other purpose. The contents of this assessment are confidential to the instructing party and essential parties dealing with the property insurance reinstatement cost assessment and is not to be distributed to anyone else without the agreement of Justin Sheridan and QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this report.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue, Epping NSW 2121

Telephone: 02 9876 4757

Email: info@qssolutions.com.au

ABN 44 532 823 563

26 March 2024

File No: 1152.6.4

The Owners UP4085
C/o Michael Grady
Grady Strata & Facilities
PO Box 3197
Manuka ACT 2603

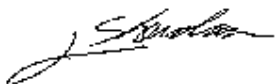
Dear Michael,

**RE: STROMLO TERRACE SINKING FUND
25 JOHN GORTON DRIVE, WRIGHT ACT**

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our Sinking Fund report for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan
QS Solutions

Enc

Stromlo Terrace Sinking Fund



25 John Gorton Drive, Wright ACT

The Owners, Unit Plan 4085

March 2024

File No: 1152.6.4

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone: 02 9876 4757

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1. Introduction

Under instructions from Michael Grady of Grady Strata & Facilities, QS Solutions have prepared an independent sinking fund analysis for unit plan 4085 at 25 John Gorton Drive, Wright ACT. The purpose of the assessment is to assist the owners corporations plan for the future by identifying when sinking fund expenses may be required for specific building assets. The assessment will help the owners corporation plan for the timely reinstatement of the building's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable sinking fund contributions so the building retains its desired quality while reducing the need for special capital works levies.

2. Building Description

The property occupies an entire block 83m by 135m and is enclosed by Dunphy Street, Max Jacobs Avenue, Serventy Street and John Gorton Drive at Write ACT. The property contains a 113 lot residential strata development within central garden area enclosed by 2 four storey buildings with basement car parking plus 7 two storey townhouses with garaged car parking around a central garden area.

The buildings have painted, face brick and aluminium clad façades and flat metal roofs. The buildings contain balconies with glazed and masonry balustrades, courtyards, planter box's and common corridors.

The property is serviced by 3 passenger lifts, security access, sump pumps, centralised fire alarm system and central hot water system.

3. Valuation Methodology

This sinking fund assists the units plan owners in estimating the money it should set aside each year for anticipated sinking fund expenditure. This good property management recognises that all lot owners contribute to a buildings wear and tear and that they should contribute to the costs of reinstating the wear and tear.

This independent and unbiased sinking fund assessment is prepared to assist owners in estimating the funds they should set aside each year for the buildings anticipated capital expenditure.

3.1 Benefits of future planning

This sinking fund includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a units plan cash flow provision;
- Improves a units plan ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the buildings desired appearance and performance;
- Can assist in reducing owner contributions if invested sinking fund interest contributes towards sinking fund levies.

3.2 Included assets

The included sinking fund assets are understood to be the responsibility of the owners corporation which cannot be economically repaired or maintained without reinstatement. The sinking fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the draft unit plan and have prepare the report on the verbal advise as provided during the inspection. No architectural plans, services plans, by-laws or other agreements were provided when preparing the report.

3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective lives end when it is no longer economic to maintain them.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The owners corporations required standards.

3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST which is included at the bottom of the analysis after summing the annual cost of all assets. Owners should consider their requirements for collecting and paying GST when reviewing the sinking fund.

3.5 Inflation rate

The estimated building inflation rate is anticipated over the life of the sinking fund. Variances in inflation can significantly impact a sinking funds cash position and it is recommended the sinking fund be periodically updated to address inflation discrepancies.

4. Reviewing & Refining

Variations to this sinking fund are likely due to future unforeseen events and the owners corporation should periodically review and refine the sinking fund to ensure reasonable funds are available for future expenditure.

4.1 Why review

The sinking fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual sinking fund contributions. Reinstatement assets, durations, costs and inflation rates are intended as a guide for the purpose of contributing a reasonable annual allowance to the sinking fund. As an integral property management tool, sinking funds should be regularly refined as the building ages to ensure quality expectations can be met and anticipated expenses included.

4.2 Refining

Owners can improve the accuracy of anticipated sinking fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the owners corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular item;
- Focusing on assets with high annual maintenance and sinking fund contribution costs.

Any adjustment to the sinking fund will require the report to be recalculated by QS Solutions.

5. Information for Substantiation

This report is based on our understanding of the sinking fund requirements of the units plan owners.

5.1 Sinking fund update

This sinking fund is an update of the original report dated 1 March 2018 and an inspection on 22 September 2017. The property was not inspected when preparing this update on the understanding the basis of the original sinking fund remains unchanged.

This sinking fund updated adjusts the original sinking fund reinstatement durations, costs and opening balance as at March 2024. The update also includes an allowance to install car charging infrastructure, replace the gas hot water with electric systems and allow for annual waterproofing work to balconies as instructed.

5.2 General inclusions and exclusions

Unless specifically noted the sinking fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer available or more cost effective alternative may becomes available.

5.3 Specific exclusions

Assets anticipated to not require sinking fund expenditure within the next 10 years include:

- Works to metal façade cladding.
- Building defects and associated professional fees.
- Pergolas, window awnings and privacy screens.
- Painting stair railings or touch up painting to corridors.
- Courtyard metal fencing and gates.
- Upgrade car park lighting to energy efficient led lighting.
- Letter boxes.
- Lot air-conditioning systems and lot exhaust fans as maintained by lot owners.
- Works to water supply & drainage pipes as instructed.
- Waterproofing to raised planters, plant rooms, lot bathrooms or lot laundries.

5.4 Specific inclusions

Assets anticipated to require sinking fund expenditure within the next 10 years include:

- A budget allowance of \$25,000 to installing car charging infrastructure.
- Upgrading unit and townhouse hot water systems from gas to electrical storage systems.
- An annual allowance for minor balcony waterproofing.
- Car park line marking.
- Passenger lift overhaul in 14 years.
- Motors to all garage doors.
- Annual fire safety works.

6. Sinking Fund Analysis

The following contribution and expenditure table analysis provide a list of sinking fund assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the finds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (*) indicates the year in which each asset will be reinstated.

6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on sinking fund and insures sufficient fund area available to reinstate each asset when required.

The sum of the sinking fund accumulation row is recalculated in the Sinking fund levies row to provide annual sinking fund levies after deducting the existing sinking fund balance.

UP4085 Stromlo Terrace, 25 John Gorton Drive Assets as at March 2024		Reinstatement years		Sinking fund contributions												* Year of reinstatement			4% Building Inflation Rate		
		First	Subsequent	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034			
	Carried Forward			701,774	146,439	151,265	146,039	149,624	154,107	156,566	162,379	169,082	175,781								
33	Security Systems Overhaul																				
34	Security recording system	2	5	3,181	3,308 *	1,458	1,516	1,577	1,640	1,705 *	1,774	1,845	1,918								
35	Intercom system & access control	10	11	10,480	10,899	11,335	11,788	12,260	12,750	13,260	13,791	14,342	14,916 *								
36	Fire Services																				
37	Annual fire safety works	1	1	7,000	7,571 *	7,874 *	8,189 *	8,517 *	8,857 *	9,212 *	9,580 *	9,963 *	10,362 *								
38	Overhaul fire panel	3	12	6,000	2,249	2,339 *	719	748	778	809	841	875	910								
39	Electric jacking pump	7	8	1,500	260	270	281	292	304	316 *	293	305	317								
40	Passenger Lift Overhaul (No 3)																				
41	Flooring	3	5	4,000	1,499	1,559 *	1,011	1,051	1,093	1,137	1,182 *	1,230	1,279								
42	Main hoists, drive system & controllers	14	13	185,000	18,214	18,943	19,701	20,489	21,308	22,160	23,047	23,969	24,928								
43	Doors, landing systems & safety devices	14	13	128,000	12,118	13,106	13,631	14,176	14,743	15,333	15,946	16,584	17,247								
44	Internal finishes and buttons	14	13	128,000	12,118	13,106	13,631	14,176	14,743	15,333	15,946	16,584	17,247								
45	Plumbing																				
46	Townhouse hot water gas to electric (1 of 7)	2	2	6,000	3,308 *	3,441	3,578 *	3,722	3,870 *	4,025	4,186 *	4,354	4,528 *								
47	Central hot water system gas to electric	7	0	80,000	13,862	14,416	14,993	15,593	16,216	16,865 *	0	0	0								
48	Hot water circulation pumps	2	3	5,000	2,757 *	1,949	2,027	2,108 *	2,192	2,280	2,371 *	2,466	2,564								
49	Basement sump pumps	3	6	4,500	1,686	1,754 *	966	1,004	1,044	1,086	1,130	1,175 *	1,222								
50	External Works																				
51	Landscaping upgrade	15	18	40,000	3,742	3,891	4,047	4,209	4,377	4,552	4,734	4,924	5,121								
52	Landscape mulching, irrigation & plants	2	2	5,000	2,757 *	2,867	2,982 *	3,101	3,225 *	3,354	3,489 *	3,628	3,773 *								
53	Minor works to paving including curb & gutters	2	11	2,800	1,544 *	346	360	374	389	404	421	437	455								
54	Timber retaining wall	4	13	6,000	1,719	1,788	1,859 *	703	731	760	791	822	855								
55	Contingency / Minor Items 2.5%			19,962	6,175	6,293	6,183	6,343	6,561	6,729	6,552	6,815	7,086								
56	Sinking fund accumulation (excluding GST)			818,448	253,195	258,000	253,499	260,065	268,990	275,887	268,652	279,398	290,508								

UP4085 Stromlo Terrace, 25 John Gorton Drive, Wright ACT		Sinking fund levies at 4% increas PA ** (excluding GST)											
	Opening Bal.	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034		
	703,115	210,187	218,594	227,338	236,432	245,889	255,725	265,954	276,592	287,655	299,162		

** The sum of row 57 smoothed after deducting the opening balance

6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the sinking fund. The expenditure costs are at the date of reinstatement and include for inflation.

UP4085 Stromlo Terrace, 25 John Gorton Drive Assets as at March 2024		Reinstatement years		Reinstatement Cost (2024)	Sinking fund expenditure							* Year of reinstatement				4% Building Inflation Rate			
		First	Subsequent		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034					
Internal Painting																			
1	Paint corridors including basement entries	1	9	92,000	95,680 *													136,182 *	
3	Car park line marking (internal)	4	13	6,000			7,019 *												
External Painting																			
5	Building facade	1	9	355,000	369,200 *													525,487 *	
6	Touch up facade	6	12	28,500									36,062 *						
7	Masonry retaining walls, fencing & garbages rooms	1	7	71,000	73,840 *													97,168 *	
8	Car park line marking (external)	4	13	3,000			3,510 *												
Flooring																			
10	Carpet to corridors incl. stairs	1	10	78,000	81,120 *														
11	Overhaul tiled lobby incl. stairs & external entry	5	8	11,000									13,383 *						
Windows & Doors Overhaul																			
13	Motors to domestic garage doors (1 of 7)	3	3	1,500			1,687 *											2,135 *	
14	Motor to basement garage door	2	8	2,500	2,704 *													3,701 *	
15	Overhaul domestic garage doors	3	12	3,000			3,375 *												
16	Overhaul basement garage door	6	12	6,000														7,592 *	
17	Garbage roller doors replacement	6	7	3,000														3,796 *	
18	Entry lobby doors overhaul	5	7	6,000									7,300 *						
19	Windows and balcony doors	1	10	21,000	21,840 *														
Building Structure Overhaul																			
21	Roof gutters, flashings, fixings & penetrations	7	8	8,500														11,185 *	
22	Balcony railings	3	13	11,000			12,374 *												
23	Balcony tiles and membranes	1	1	20,000	20,800 *		22,497 *						24,333 *					28,466 *	
24	Basement car park ceiling drainage trays	9	10	4,000														5,693 *	
Ventilation Fans																			
26	Car park jet fans	9	9	8,500														12,098 *	
27	Car park ventilation fans (1 of 3)	3	5	3,500			3,937 *											4,790 *	
Electrical																			
29	Install 21KW dual EV charger	3	10	25,000			28,122 *												
30	Television antenna booster & filters (central)	7	8	2,000														2,632 *	
31	Television antennas to terraces	4	13	2,000			2,340 *												
32	Minor electrical works	1	4	4,500	4,680 *								5,475 *					6,405 *	
Brought Forward					667,160	24,336	71,991	36,266	50,491	74,654	40,136	129,330	54,798	694,975					

UP4085 Stromlo Terrace, 25 John Gorton Drive Assets as at March 2024	Reinstatement years		Reinstatement Cost (2024)	Sinking fund expenditure											* Year of reinstatement				4% Building Inflation Rate		
	First	Subsequent		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2030-2031	2031-2032	2032-2033	2033-2034				
Carried Forward				667,160	24,336	71,991	36,266	50,491	74,654	40,136	129,330	54,798	694,975								
33 Security Systems Overhaul																					
34 Security recording system	2	5	6,000		6,490 *																
35 Intercom system & access control	10	11	85,000											7,896 *							
36 Fire Services																					
37 Annual fire safety works	1	1	7,000	7,280 *	7,571 *	7,874 *	8,189 *	8,517 *	8,857 *	9,212 *	9,580 *	9,963 *	10,362 *								
38 Overhaul fire panel	3	12	6,000		6,749 *																
39 Electric jacking pump	7	8	1,500											1,974 *							
40 Passenger Lift Overhaul (No 3)																					
41 Flooring	3	5	4,000			4,499 *									5,474 *						
42 Main hoists, drive system & controllers	14	13	185,000																		
43 Doors, landing systems & safety devices	14	13	128,000																		
44 Internal finishes and buttons	14	13	128,000																		
45 Plumbing																					
46 Townhouse hot water gas to electric (1 of 7)	2	2	6,000		6,490 *		7,019 *		7,592 *		8,211 *		8,881 *								
47 Central hot water system gas to electric	7	0	80,000											105,275 *							
48 Hot water circulation pumps	2	3	5,000		5,408 *			6,083 *													
49 Basement sump pumps	3	6	4,500			5,062 *										6,405 *					
50 External Works																					
51 Landscaping upgrade	15	18	40,000																		
52 Landscape mulching, irrigation & plants	2	2	5,000		5,408 *		5,849 *		6,327 *		6,843 *		7,401 *								
53 Minor works to paving including curb & gutters	2	11	2,800		3,028 *																
54 Timber retaining wall	4	13	6,000				7,019 *														
55 Contingency / Minor Items 2.5%				19,962	6,175	6,293	6,183	6,343	6,561	6,729	6,552	6,815	7,086								
56 Sinking fund expenditure (excluding GST)				694,402	64,906	102,469	70,525	71,434	103,990	171,220	172,834	77,980	854,525								

6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected sinking fund expenditure occurs.

The summary should only be relied upon once the contribution and expenditure analysis have been reviewed and fully understood.

UP4085 Stromlo Terrace, 25 John Gorton Drive, Wright ACT				
Annual sinking fund cashflow excluding GST				
Financial Year	Opening balance	Levies at 4% increase PA	Anticipated Expenditure	Closing balance
2024-2025	703,115	210,187	694,402	218,900
2025-2026	218,900	218,594	64,906	372,588
2026-2027	372,588	227,338	102,469	497,458
2027-2028	497,458	236,432	70,525	663,364
2028-2029	663,364	245,889	71,434	837,819
2029-2030	837,819	255,725	103,990	989,554
2030-2031	989,554	265,954	171,220	1,084,287
2031-2032	1,084,287	276,592	172,834	1,188,045
2032-2033	1,188,045	287,655	77,980	1,397,720
2033-2034	1,397,720	299,162	854,525	842,356

7. Disclaimer

This sinking fund assessment has been prepared for the sole purpose of calculating the estimated annual sinking fund contributions to allow for anticipated sinking fund expenditure. It should not be used for any other purpose.

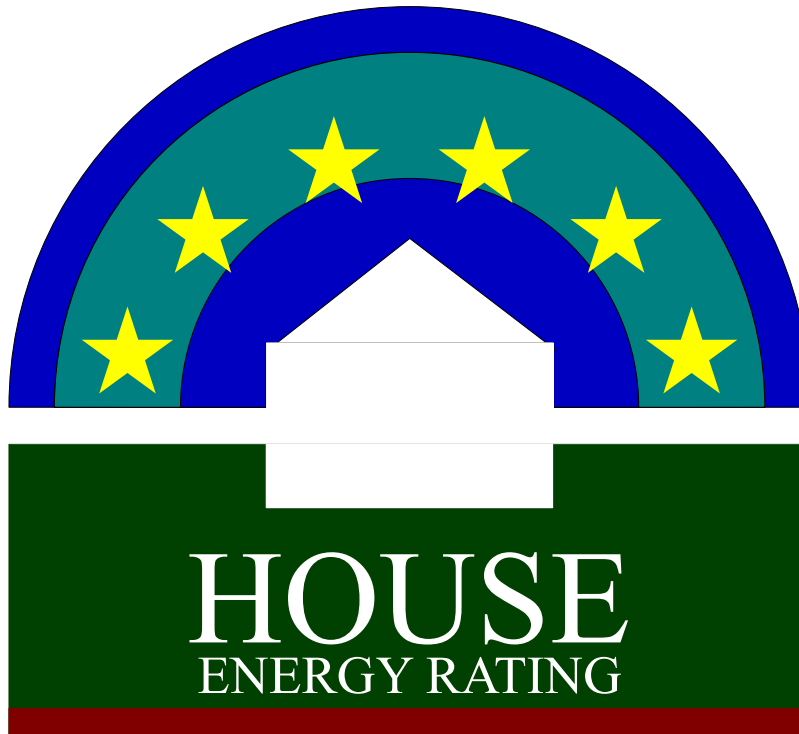
The contents of this assessment are confidential to the instructing party and essential parties dealing with the units plan fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 47 POINTS**

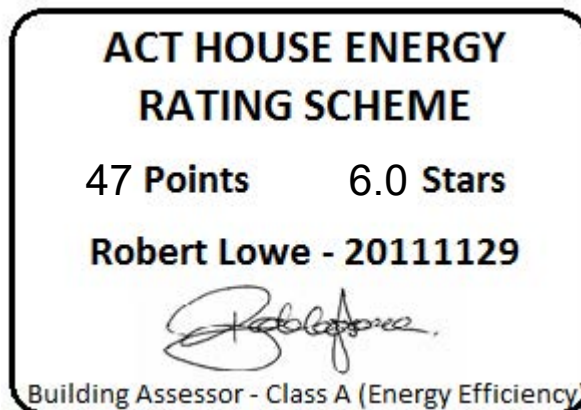
Name: Cottle

Ref No: 69280

House Title: Unit 34 Block 1 Section 16 WRIGHT

Date: 31-03-2026

Address: 34/2 Serventy Street, Wright ACT 2611



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	47	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>										
Potential	52	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

6

ORIENTATION

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

Current Rating	47	★★★★★★
-----------------------	----	--------

Largest windows in the dwelling;

Direction : North East

Area : 7 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North East	47	★★★★★★
2. East	45	★★★★★★
3. South East	46	★★★★★★
4. South	48	★★★★★★
5. South West	48	★★★★★★
6. West	47	★★★★★★
7. North West	45	★★★★★★
8. North	46	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 34 Block 1 Section 16 WRIGHT, 34/2 Serventy Street, Wright ACT 2611

Assessor's Name:

Net Conditioned Floor Area: 118.3 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	119	Insulation:	-104			
WALL				11	-2	9
Surface Area:	4	Insulation:	6	Mass:	-1	
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-5	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				9	0	8
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	49 %			
Exhaust Fans	32 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	19 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-10	-3	-13
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	7	6%	-12	7	-1	-6
SW	6	5%	-9	3	-2	-7
Total	13	11%	-20	10	-3	-13

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 0 points

				Winter	Summer	Total
RATING	★★★★★★			46	-10	47*

* includes 11 points from Area Adjustment

Detailed House Data

House Details

ClientName Cottle
HouseTitle Unit 34 Block 1 Section 16 WRIGHT
StreetAddress 34/2 Serventy Street, Wright ACT 2611
FileCreated 31-03-2026

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	Float Timb	R0.0	71.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	34.0m ²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	16.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	Yes	R0.0	39.2m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	7.0m	2.4m
3	Framed: FC Sheet Clad	No	R2.0	6.0m	2.4m
4	Brick Veneer	No	R2.0	8.0m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	Yes	No	R0.0	121.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NE	2.0m	1.8m	No	SG	ALIMPR	CW	No	3.0m	3.0m	0.7m
2	NE	2.0m	1.8m	No	SG	ALIMPR	CW	No	3.0m	3.0m	0.7m
3	SW	1.4m	1.8m	No	SG	ALIMPR	CP	No	0.6m	0.6m	0.1m
4	SW	1.0m	0.6m	No	SG	ALIMPR	NC	No	0.0m	0.0m	0.0m
5	SW	1.4m	1.8m	No	SG	ALIMPR	CP	No	0.6m	0.6m	0.1m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	NE	2.0m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m	3.0m	3.2m
2	NE	2.0m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	3.2m	3.0m	0.2m
3	SW	1.4m	1.8m	0.0m	0.0m	0.0m	0.0m	1.2m	0.5m	0.7m	0.0m
4	SW	1.0m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	6.0m	4.0m
5	SW	1.4m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	6.0m	0.3m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Andrew Cottle
34/2 Serventy St
WRIGHT ACT 2611
AUSTRALIA

Invoice Date
27 Mar 2026

Invoice Number
INV-69280

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 7 Apr 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Andrew Cottle
34/2 Serventy St
WRIGHT ACT 2611
AUSTRALIA

Payment Date
27 Mar 2026

Sent Date
30 Mar 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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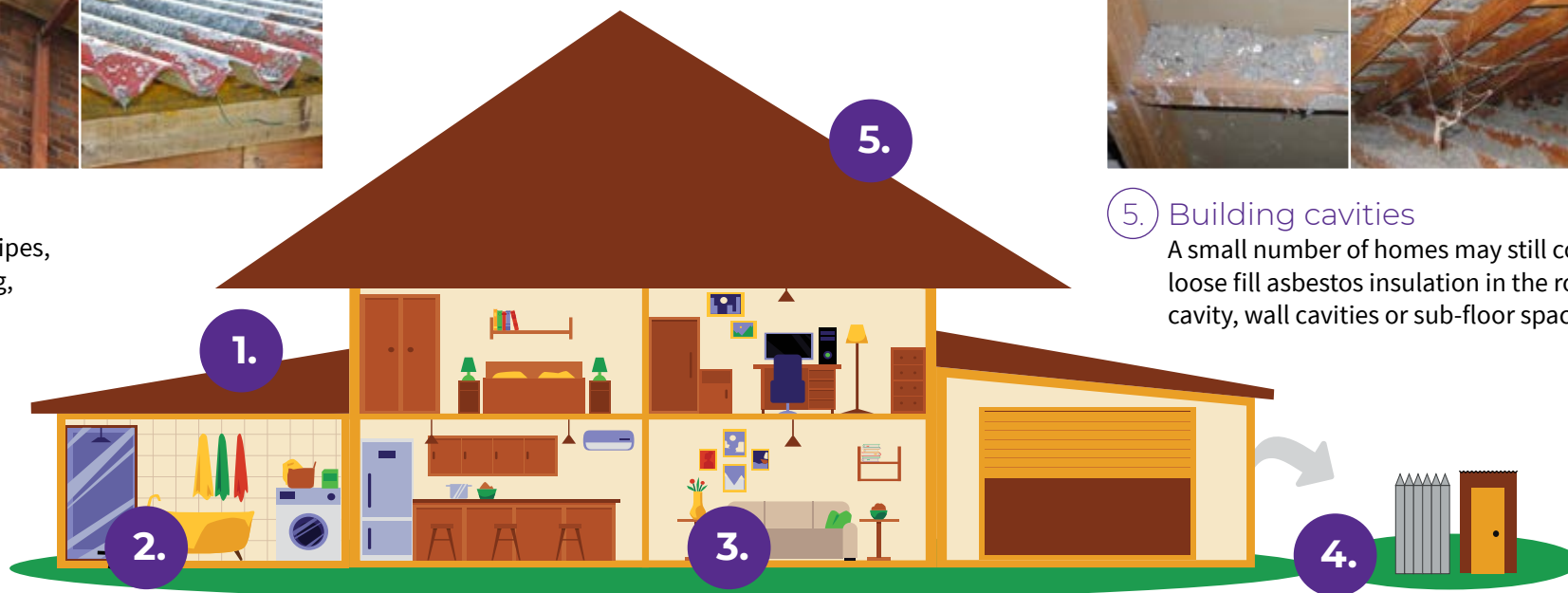
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
27 Mar 2026	INV-69280	Payment - INV-69280 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

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.

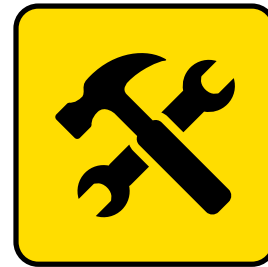
Asbestos materials become dangerous when:



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.