

Schedule

Land	The unexpired term of the Lease	Unit 40	UP No. 15617	Block 2	Section 66	Division/District Strathnairn
	and known as 40/14 Grace Munro Cres, Strathnairn & 40/206 Pro Hart Ave, Strathnairn					
Seller	Full name	Varshana Deonarain & Adrian Daniel Avellaneda				
	ACN/ABN					
	Address	9 Traine Court, Amaroo, ACT 2914				
Seller Solicitor	Firm	Ammitoj Singh Legal				
	Email	ammitoj@aslegal.net.au				
	Phone	02 8622 4688	Ref AS:2026/072			
	DX/Address	GPO Box 1581, Canberra ACT 2601				
Stakeholder	Name	Hive Property Canberra Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	tom@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Palmer			
	DX/Address	level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed Floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
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 checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ (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 40 UP No. 15617
Block 2 Section 66 Strathnairn

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 have loose fill asbestos insulation in the cavity, wall cavities or sub-floor spaces.



2. Wet areas - bathroom, laundry and kitchen
 wall and ceiling panels, vinyl floor tiles, backing for wall tiles and splashbacks, hot water pipe insulation



3. Internal areas
 wall and ceiling panels, carpet underlay, textured paints, insulation in domestic heaters



4. Backyard
 fences, sheds, garages, carports, dog kennels, buried or dumped waste, letterboxes, swimming pools

If a home was built before 1990

it may contain dangerous asbestos material



Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

1 SHUTDOWN PERIOD – ACT

1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 1.1.

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

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

WHO means the World Health Organisation.

1.2 Shutdown period

In this clause 1 **Shutdown Period** means any day:

1.2.1 when any of the following is closed:

1.2.1.1 the ACT Law Society settlements room;

1.2.1.2 the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;

1.2.1.3 the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;

1.2.1.4 the place of business of the Seller's solicitor;

1.2.1.5 the place of business of the Buyer's solicitor;

1.2.1.6 the ACT Land Titles Office; or

1.2.1.7 the ACT Revenue Office,
in accordance with any direction by a Government Department or Authority or company policy; or

1.2.2 when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2.1 due to being Isolated,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

1.3 Notice of closure

1.3.1 Either party to this Contract may invoke this clause 1 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

1.3.2 Either party may notify the other party of the end of the Shutdown Period.

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

1.4 Completion Extended

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

1.5 Extension of Notice to Complete

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

1.6 Extension of other notice

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

1.7 Payment of damages

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

SPECIAL CONDITIONS

1. AUCTION CONDITIONS

- 1.1. If sold by auction, these are the standard conditions for the conduct of public auctions of residential property.
- 1.2. The auctioneer may make 1 bid for the Seller of the property at any time during the auction.
- 1.3. Each person bidding must be entered on the bidders record.
- 1.4. The auctioneer may refuse any bid.
- 1.5. The auctioneer may decide the amount by which the bidding is to be advanced.
- 1.6. The auctioneer may withdraw the property from sale at any time.
- 1.7. The auctioneer may refer a bid to the Seller at any time before the end of the auction.
- 1.8. If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 1.9. If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 1.10. The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 1.11. The highest recorded bidder will be the Buyer, subject to any reserve price.
- 1.12. If a reserve price has been set for the property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the property.
- 1.13. The Buyer must sign the Contract and pay the deposit immediately after the fall of the hammer.
- 1.14. The Seller reserves the right to vary the terms and conditions of this Contract without notice at any time prior to the commencement of the auction.

2. AMENDMENTS TO THE PRINTED TERMS

- 2.1. In printed terms clause 2.3, the words "electronic funds transfer" are added after the word "cheque".
- 2.2. In printed terms clause 2.6, the words "in cash (up to \$200)" are replaced with "by electronic funds transfer".
- 2.3. In printed terms clause 5.2, "7" is replaced with "14".
- 2.4. In printed terms clause 5.3, "14" is replaced with "7".
- 2.5. In printed terms clause 8.4, "Buyer solicitor" is replaced with "Seller Solicitor".
- 2.6. In printed terms clause 17.1.1 (a) "5%" is replaced with "\$1,000".
- 2.7. In printed terms clause 17.1.2 (a) "5%" is replaced with "\$1,000".
- 2.8. The relevant interest for printed term clause 22.1.1 is "0%"
- 2.9. The relevant interest for printed term clause 22.1.2 is "10%"
- 2.10. In printed terms clause 22.1.3, the words "party not at fault" is replaced by "the seller"
- 2.11. The relevant amount for clause 22.1.3 is "\$660".

3. CONDITION OF THE PROPERTY

- 3.1. The buyer agrees to accept the property and any improvements or goods at the property in its present condition and state of repair.
- 3.2. Unless otherwise specified in this contract, the seller is not required to make any repairs or improvements to the property after the date of this contract.
- 3.3. The buyer must not delay completion, make any objections, requisitions or claims in relation to the condition of the property or any goods at the property.

4. REPRESENTATION

- 4.1. The buyer agrees that they have conducted their own enquiries and that they do not rely on any representations, statements or warranties made by any person except as provided in this contract.

4.2. The buyer acknowledges that this contract comprises the entirety of their agreement in relation to the purchase of this property.

5. KEYS

- 5.1. The seller must provide the buyer with keys to obtain access to the property.
- 5.2. The seller shall provide to the buyer all keys to the property in possession of the seller.
- 5.3. The buyer must not make claims, objections or requisitions in relation to the availability of any other keys.

6. REAL ESTATE AGENT

- 6.1. The buyer warrants that they have not been introduced to the Seller or the property by any real estate agent other than the Seller's agent as listed on the Schedule of this contract.
- 6.2. The buyer agrees to indemnify the seller from any claims for commission, damages, compensation or any other costs arising as a result of the buyer being introduced to the property or the Seller by any real estate agent other than the Seller's agent as listed on the Schedule of this contract.
- 6.3. This clause will not merge on completion.

7. DEATH OR MENTAL INCAPACITY

- 7.1. If either the buyer or the seller dies or if either of them become mentally incapable in any way such that they do not have capacity to complete the contract, either party may by written notice rescind the contract. If such a notice is provided detailing the incapacity, clause 21 of the Printed Terms will apply.

8. ADJUSTMENTS

- 8.1. If Completion does not occur on or before the date of completion as noted in the Schedule as a result of buyer's default, the buyer will be liable for all land charges including but not limited to general rates, water rates, land tax, body corporate levies from the date of completion as per the schedule notwithstanding anything in clause 8 of the printed terms.
- 8.2. The seller will be entitled to all Income in relation to the subject premises up to and including completion.

9. INCONSISTENCY

- 9.1. In the event of an inconsistency between these special conditions and the printed terms, these special conditions will prevail, and the printed terms will be deemed void to the extent of the inconsistency.

10. ERROR

- 10.1. If there are any errors in relation to the adjustments or otherwise in relation to payment of monies, both parties agree that once identified, the parties will do everything necessary to rectify all such errors.
- 10.2. Any outstanding monies as a result of the error will be deemed as a debt owed to the other party.
- 10.3. This clause will not merge at completion.

11. REQUIRED DOCUMENTS

- 11.1. The buyer agrees that they have received all required documents from the seller as a part of this contract.
- 11.2. The buyer must not make any requisitions, objections, claim for compensation or delay completion as a result of any information or lack of information in the required documents.

12. DEFT PAYMENTS

- 12.1. This clause is applicable if the buyer elects to use DEFT Auction pay platform to pay the deposit.
- 12.2. If the monies are not received in the stakeholder's account within one business day from the date of this contract, the buyer will be in breach of this contract and the seller may without notice choose to terminate the contract and clause 19 will apply.
- 12.3. A delay in exercising the right to terminate the contract as per Special condition 12.2 does not in any way affect the seller's right to terminate the contract at a later stage.
- 12.4. Until the Seller chooses to terminate the contract or waive their right to terminate, the contract will remain on foot.
- 12.5. The right to terminate under Special condition 12.2 can only be waived in writing.

13. DEPOSIT BOND

- 13.1. Subject to Special conditions 13.2 & 13.3 below, the delivery of a Deposit bond or Bank guarantee upon or before making this contract to the Seller's solicitor or Seller's Agent, shall to the extent of the amount guaranteed under the guarantee be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- 13.2. The buyer must pay the amount stated on the guarantee or the deposit bond to the seller at completion of this contract or at a time stipulated in this contract.
- 13.3. If the Seller serves on the buyer a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the bank under the bank guarantee or deposit bond, the buyer shall forthwith pay the deposit or so much thereof as has not already been paid to the Stakeholder as stated in this contract.
- 13.4. The seller acknowledges that payment by the bank under the bank guarantee or by the provider under the deposit bond, shall to the extent of the amount paid, be in satisfaction of the buyer's obligation to pay the deposit under Special condition 13.3 above.
- 13.5. If the contract is not completed before the expiration of the term of the bank guarantee or the deposit bond, the buyer must provide to the sellers no later than three (3) days before the expiration date, a new bank guarantee or deposit bond as replacement. The obligation of the buyer to produce the replacement bank guarantee or deposit bond and the time for production of the replacement bank guarantee or deposit bond will be of essence of this contract, and if the buyer fails to do so, the seller may terminate the contract.

14. NO CAVEAT

- 14.1. The buyer must not lodge a caveat on the title of this property prior to completion of this contract. This is an essential term of this contract.
- 14.2. The buyer hereby irrevocable appoints the seller and seller's nominated representative as Buyer's attorney to withdraw any caveat lodged on the title of this property in contravention of this clause.
- 14.3. The buyer must pay for any costs including but not limited to the Registration Fee, Seller's legal cost, Agent fee incurred as a result of contravention of Special condition 14.

15. DIRECTOR GUARANTEE

- 15.1. If the buyer is a corporate entity, the directors of the buyer must execute and complete the directors guarantee attached to this contract.
- 15.2. If at the date of this contract, the directors guarantee is not signed by the all the Directors of the buyer, the buyer is in default and the seller may without notice terminate the contract. Printed term 19 will apply.
- 15.3. This is an essential term of the contract.

ANNEXURE A – DIRECTORS GUARANTEE

I/We _____ (name of all Director/s)

of _____ (address/s)

agree as follows:

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

SIGNED, SEALED AND DELIVERED by the Buyer’s Director/s in the presence of

Signature of Buyer’s Director

Signature of Witness

Name of Buyer’s Director

Name of Witness

Signature of Buyer’s Director

Signature of Witness

Name of Buyer’s Director

Name of Witness

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Strathnairn Section 66 Block 2 on Deposited Plan 12114 with 46 units on Unit Plan 15617

Unit 40 (Class A) entitlement 188 of 10000, 3 subsidiaries

Lease commenced on 10/11/2022, terminating on 31/01/2120

Proprietor

ADRIAN DANIEL AVELLANEDA

14/40 GRACE MUNRO CRESCENT, STRATHNAIRN ACT 2615

VARSHANA DEONARAIN

14/40 GRACE MUNRO CRESCENT, STRATHNAIRN ACT 2615

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
02/12/2022	3210029	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
202037577	Development Application	04/09/2020	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	26/02/2021



ACT
Government

Product	Title Details
Date/Time	05/03/2026 08:58AM
Customer Reference	2026/072
Order ID	20260305000080
Cost	\$35.00

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 46 new townhouses, car parking, landscaping, tree removal, verge works and associated works.

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Strathnairn Section 66 Block 2 on Deposited Plan 12114 with 46 units on Unit Plan 15617

Lease commenced on 10/11/2022, terminating on 31/01/2120

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,617

LMM Solutions PO Box 884 Gungahlin ACT 2912

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
13/08/2024	3332252	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 46 new townhouses, car parking, landscaping, tree removal, verge works and associated works.



Access Canberra.

Chief Minister



SR\$3332252

07/08/2024 08:37:05 Shre P

3332252

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
LMM Solutions	accounts@lmm solutions.com.au	5110 3200	

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3014/850	Strathnairn	66	2	15617

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Amend Rule 1.4 and adopt Rule 2.0 & Rule 3.0	24 June 2024

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

CERTIFICATION *Delete the inapplicable
Applicant *The Certifier has retained the evidence to support this Registry Instrument or Document. *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement. Signed By: <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> Jane Victoria Fennell COO – LMM Solutions for: Owners of UP15617 </div> <div style="text-align: center;"> Grace Upton Accounts Manager – LMM Solutions </div> </div> on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	13/08/2024



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912
P 02 5110 3200
E enquiries@LMMsolutions.com.au

2 July 2024

To all Owners
UP15617 – Lincoln Rise
206 Pro Hart Avenue & 14 Grace Munro Crescent
STRATHNAIRN ACT 2615

Dear Owner

UP15617 - LINCOLN RISE
Minutes of Annual General Meeting 2023

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Abbie Rebbeck
Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Abbie@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2023
UNITS PLAN 15617 - LINCOLN RISE
206 PRO HART AVENUE & 14 GRACE MUNRO CRESCENT, STRATHNAIRN

Held: Monday, 24 June 2024 at 5:30pm

Location: Teleconference via Microsoft Teams.

Present: Ms C McClure (Unit 2), Mr M and Mrs I Roberts (Unit 6), Ms A Tehle (Unit 8),
Mr P Holdsworth (Unit 15), Ms G McIntosh (Unit 23),
Ms E Monge and Mr D Sims (Unit 27), Ms S Mee (Unit 34), Ms C Tucker (Unit 35),
Mr J Harris-Kelly (Unit 42) and Ms G Elith (Unit 45).
Miss A Rebbeck and Ms A Tetley representing LMM Solutions Pty Ltd.

Proxies: Nil

Absentees: Nil

Apologies: Nil

Chair: Mr P Holdsworth was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting
and draft the Minutes for the consideration of the appointed Executive Committee.

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were
Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the
Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP15617 confirm that they have
reviewed each of the tabled items (as above). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous General Meeting (dated 1 March
2024) be confirmed as a true and accurate record of the proceedings of the
meetings. **CARRIED**

Matters arising from Minutes

None.

ALTERNATIVE VOTING MECHANISM

MOTION 3: It was resolved that the Owners Corporation of UP15617 agree to accept that
meetings can be held via electronic means, including phone and teleconference,
and by postal vote and that votes by an entitled person are recorded as valid.
CARRIED

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

MOTION 4: It was resolved that the Owners Corporation of UP15617 authorise the Manager to adjust the building insurance in consultation with the Executive Committee.

CARRIED

INSURANCE VALUATION

MOTION 5: It was resolved that the Owners Corporation of UP15617 authorises the adjustment of the building insurance in accordance with the valuation.

CARRIED

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 6: It was resolved that the Owners Corporation of UP15617 accept the financial statements as presented.

CARRIED

INVESTMENT OF FUNDS - Special Resolution

MOTION 7: It was resolved that the Executive Committee be authorised to make determinations concerning the investment of surplus funds into appropriate interest-bearing accounts.

CARRIED

MAINTENANCE PLAN/SCHEDULE

MOTION 8: It was resolved that the Owners Corporation of UP15617 authorise the Executive Committee to make determinations in relation to the matters and contracts as specified within the maintenance plan.

CARRIED

Matters arising from the Maintenance Plan and building condition.

None.

BUDGET DEBATE

Administrative Fund

MOTION 9: It was resolved that the proposed Administrative Fund contribution of \$120,000.00 and expenditure amount of \$115,936.00 be adopted.

CARRIED

Sinking Fund

MOTION 10: It was resolved that proposed Sinking Fund contribution of \$25,387.00 and expenditure amount of \$2,300.00 be adopted.

CARRIED

Administrative and Sinking Fund Levy Contribution

MOTION 11: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 November 2023, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 November 2023	30 April 2024	1 July 2024
Levy 2	1 April 2024	31 October 2024	1 November 2024

CARRIED

Secretarial Note – Following the meeting, it was brought to light that the payment periods overlap with previous levy notices. Due to the complexities of the financials provided on handover, it was unfortunately unclear what the previous periods were until now. While the above levy periods are raised for a different financial year, it is confusing for owners as it appears to overlap with previous payments. To resolve the confusion, the Executive Committee have agreed to amend the payment periods and due dates as below, until the next AGM.

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	10 February 2024	30 April 2024	15 July 2024
Levy 2	1 May 2024	31 October 2024	1 October 2024

ELECTION OF COMMITTEE

MOTION 12: It was resolved that the Owners Corporation of UP15617 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair -	Mr P Holdsworth	Member -	Ms G McIntosh
Secretary -	Ms C McClure	Member -	Ms S Mee
Treasurer -	Mr J Harris-Kelly	Member -	Mr M Roberts

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [refer signed Strata Management Agreement – "Appointment and Delegation of the Agent].

RULE AMENDMENTS AND ADDITIONS - Special Resolutions

MOTION 13: It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**

MOTION 14: It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**

MOTION 15: It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**

MOTION 16: It was resolved that the Owners Corporation of UP15617 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Titles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

GENERAL BUSINESS

Welcome Pack Information

It was advised that some Owners did not receive the full welcome pack information, that were sent to Owners when LMM Solutions took management of the development. If you have not received the information pack, please send an email to enquires@LMMsolutions.com.au and we will arrange for the information to be posted/emailed to your preferred address.

Bin Rooms

An update was provided to Owners regarding the waste enclosure at the rear of the development. When LMM Solutions took management of the complex, it was advised that the bottom waste room does not get utilised due to incorrect bins onsite. The Manager advised that they are in discussions with ACT NoWaste to engage the best approach to ensure both enclosures are being used. A meeting on site is being arranged where the Executive Committee will be invited to join.

While in discussions, ACT NoWaste are to confirm why the development cannot have their bins collected, which are currently being serviced by a third party and paid for by the Owners Corporation.

And lastly, quotes are being sourced to replace/repair the handle on the roller door at the top of the development. Once received, these will be presented to the Committee for further direction.

With no further business, the meeting closed at 6.11 pm.

Unit Titles (Management) Act 2011 - Form 1
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decision[†]

A1 - The Owners Units Plan No: 15617

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Monday, 24 June 2024

Tick applicable box, or both boxes if applicable:

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

A3 - Reduced quorum decisions

If there is insufficient space here, tick and attach details to the notice [Full text of reduced quorum decision is noted on the Minutes attached.]

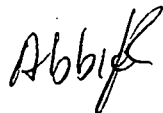
Date of decision: Monday, 24 June 2024.

A4 - Owners corporation declaration

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

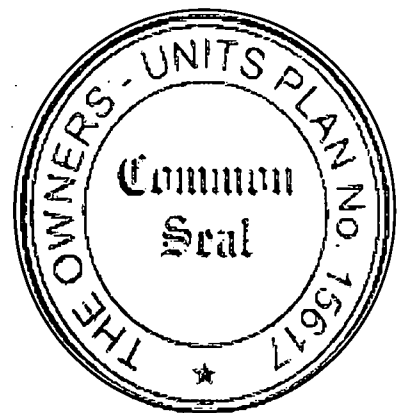
Seal affixed: Tuesday, 2 July 2024

Signed:



Title:

Strata Manager



[†] 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).

Default Rules

UNITS PLAN 15617 – Lincoln Rise

206 Pro Hart Avenue & 14 Grace Munro Crescent, Strathnairn

Schedule 1 – Unit Titles (Management) Regulation 2011

Note – the owners corporation may only amend default rule 1.4, 1.5 and 1.6 (UTMA Reg., S.7B (1)(a)) and may make alternative rules under s.108 of the UTMA, by special resolution.

1.1 Definitions—Default Rules

- (1) In these Rules:
Owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in the Act has the same meaning in these Rules.

1.2 Payment of rates and taxes by unit Owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations - amended

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the ~~owners corporation by special resolution~~ 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.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

1.5 Pets in units

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

1.6 Assistance animals

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

Default Rules

UNITS PLAN 15617 – Lincoln Rise

206 Pro Hart Avenue & 14 Grace Munro Crescent, Strathnairn

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

1.11 Illegal use of unit

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

1.12 What may an Executive Committee representative do?

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

Default Rules

UNITS PLAN 15617 – Lincoln Rise

206 Pro Hart Avenue & 14 Grace Munro Crescent, Strathnairn

- (4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

2.0 Execution of documents by owners corporations

(refer UTMA, 9A) – *added and amended*

- (1) An owners corporation must execute a document in 1 of the following ways:
 - (a) if the owners corporation has a common seal – by attaching the seal to the document:
 - (i) as authorised by a resolution of the owners corporation; and
 - (ii) with 2 executive members witnessing the attaching and signing the document as witnesses;
 - (b) without using a common seal:
 - (i) by 2 executive members, as authorised by a resolution of the owners corporation, signing the document; or
 - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.
- (2) The manager may affix the common seal of the Owners Corporation to:
 - (a) reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (d) certifications under Section 119 of the Act;
 - (e) any other document requiring the common seal with the written authorisation of the executive committee;without following procedure outlined in Alternative Rule 2 (1)(a).
- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2(1)(b).

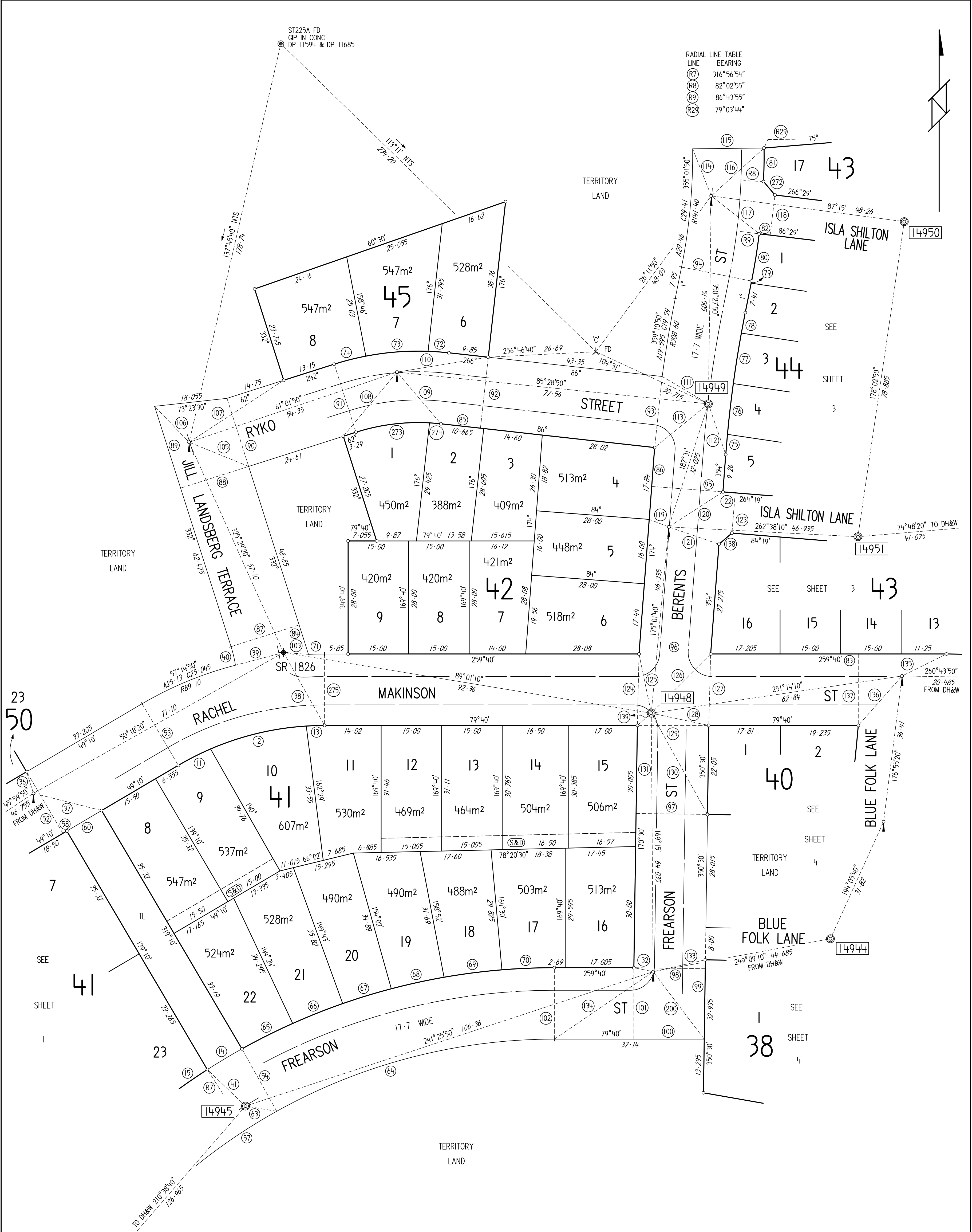
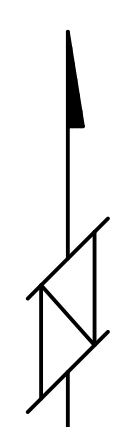
3.0 Recovery of Legal Fees - *added*

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner 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 owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (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 *Rule 3.0 (1)*.
- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a General Meeting.

ST225A FD
GIP IN CONC
DP 11594 & DP 11685

RADIAL LINE TABLE

LINE	BEARING
(R7)	316°56'54"
(R8)	82°02'55"
(R9)	86°43'55"
(R24)	79°03'44"



23
50

41

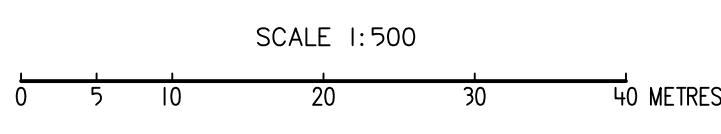
23

14945

STAR PICKET 'C' - STAR PICKET 'D' 92°19'25" 316.73
SHOWN SHEET 2 SHOWN SHEET 7

(S&D) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE
NTS NOT TO SCALE
★ STAR PICKET
IN NATURAL GROUND FD
DP 11685

SURVEYOR'S REFERENCE: 15100-15

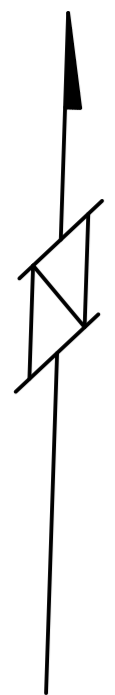


THIS IS SHEET 2 OF MY PLAN OF 8 SHEETS
DATED 2 JUNE 2020

(Signature)

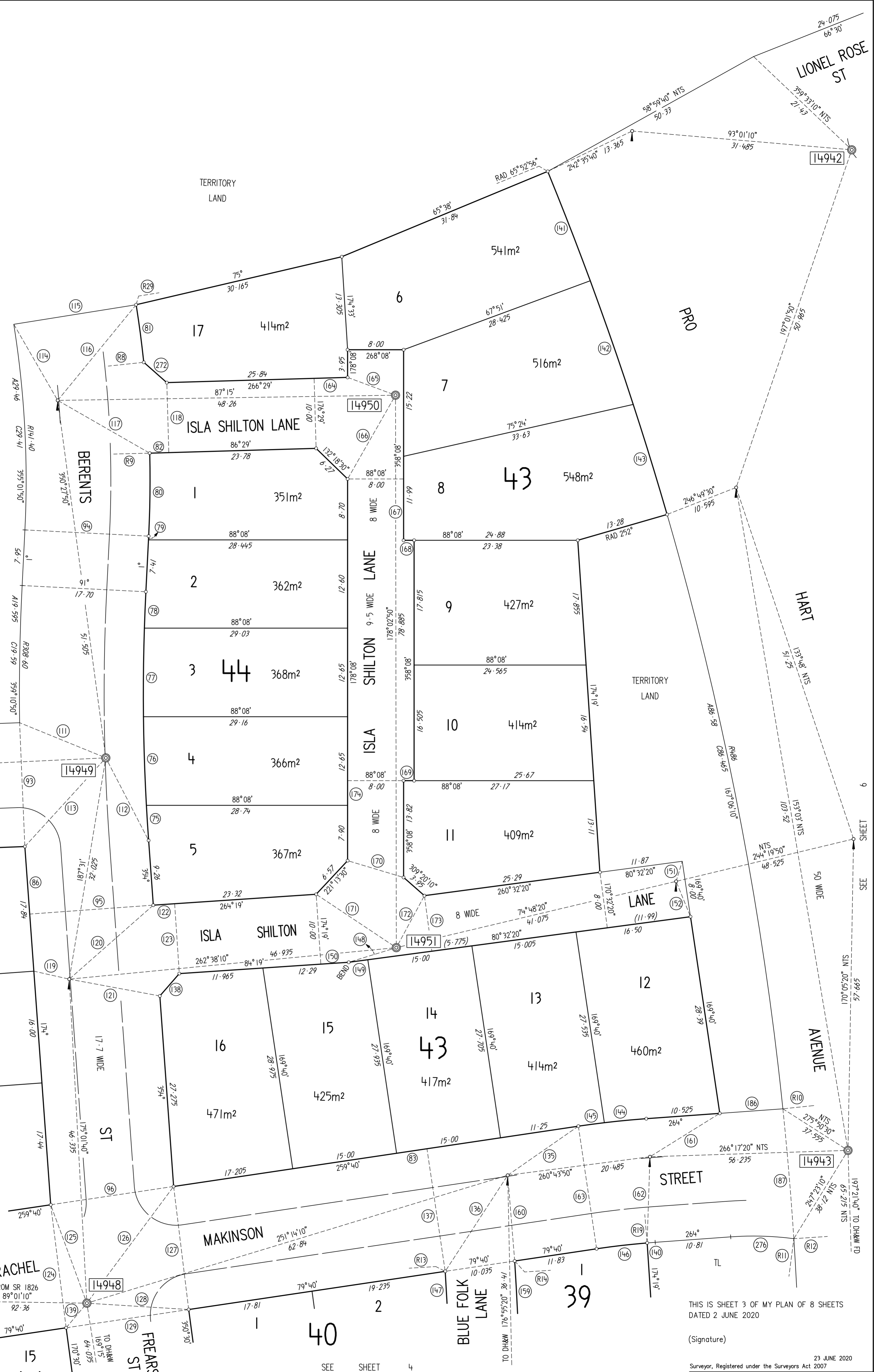
23 JUNE 2020
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
12114/2



RADIAL LINE TABLE
LINE BEARING

(R8)	82° 02' 55"
(R9)	86° 43' 55"
(R10)	82° 12' 25"
(R11)	5° 31' 51"
(R12)	84° 24' 03"
(R13)	84° 35' 12"
(R14)	84° 28' 34"
(R19)	353° 24' 16"
(R29)	79° 03' 44"



SEE SHEET 2

SEE SHEET 4

KERBING IN ISLA SHILTON LANE HAS BEEN REMOVED FOR CLARITY
NTS NOT TO SCALE
TL TERRITORY LAND

SURVEYOR'S REFERENCE: 15100-15

SCALE 1:300
0 5 10 15 20 25 METRES

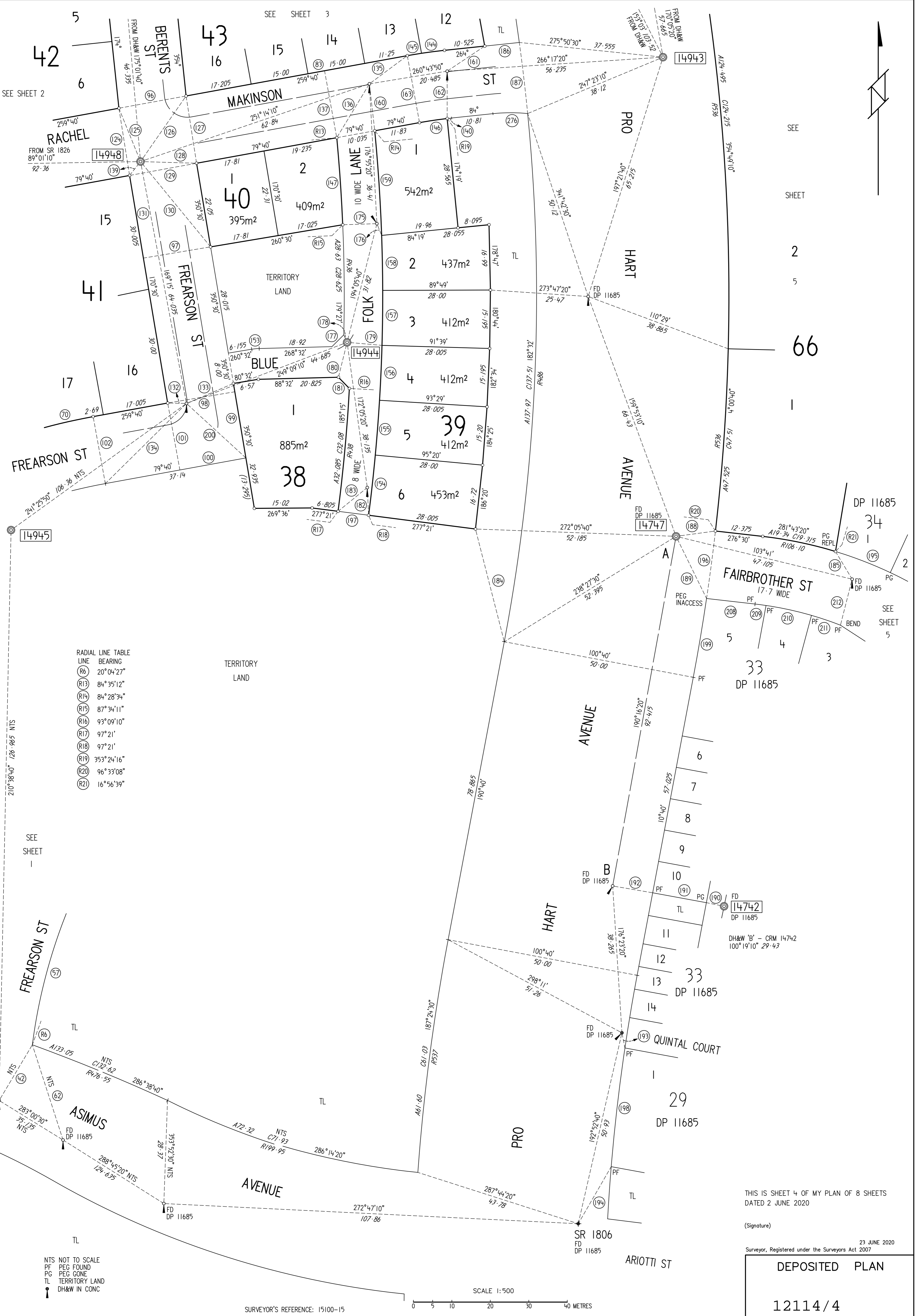
THIS IS SHEET 3 OF MY PLAN OF 8 SHEETS DATED 2 JUNE 2020

(Signature)

23 JUNE 2020
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

12114/3



RADIAL LINE TABLE

LINE	BEARING
R6	20°04'27"
R13	84°35'12"
R14	84°28'34"
R15	87°34'11"
R16	93°09'10"
R17	97°21'
R18	97°21'
R19	353°24'16"
R20	96°33'08"
R21	16°56'39"

TERRITORY LAND

SEE SHEET 1

THIS IS SHEET 4 OF MY PLAN OF 8 SHEETS DATED 2 JUNE 2020

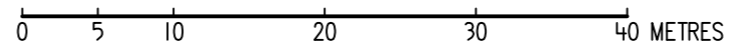
(Signature) 23 JUNE 2020
Surveyor, Registered under the Surveyors Act 2007

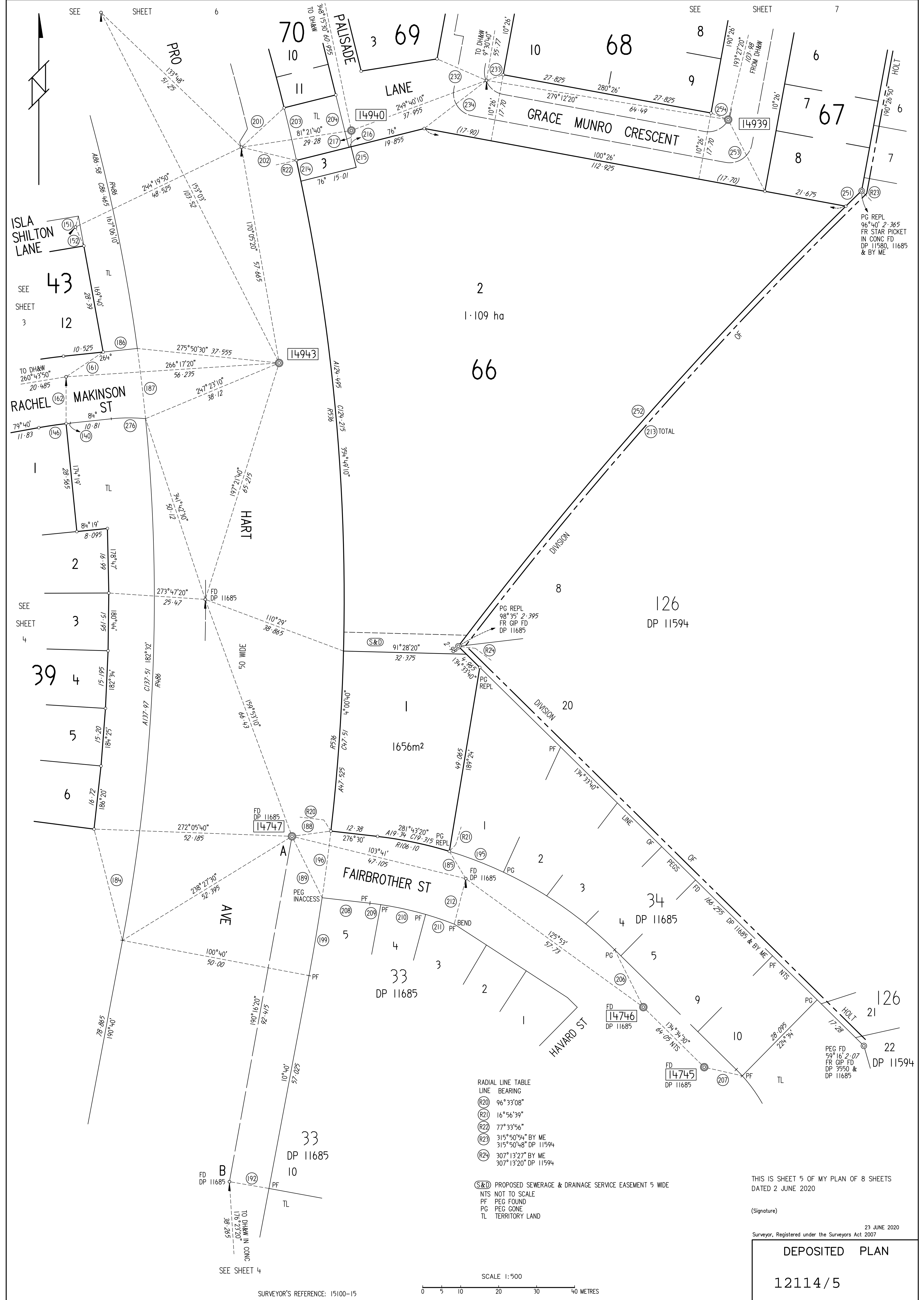
DEPOSITED PLAN
12114/4

NTS NOT TO SCALE
PF PEG FOUND
PG PEG GONE
TL TERRITORY LAND
DH&W IN CONC

SURVEYOR'S REFERENCE: 15100-15

SCALE 1:500





SEE SHEET 6

SEE SHEET 7

ISLA SHILTON LANE

RACHEL MAKINSON ST

SEE SHEET 4

SEE SHEET 4

70

69

10

68

6

67

2
1.109 ha

66

39

5

6

HART

AVE

FAIRBROTHER ST

HARVARD ST

33
DP 11685

10
DP 11685

126
DP 11594

34
DP 11685

126
21

22
DP 11594

- RADIAL LINE TABLE
- | LINE | BEARING |
|-------|---|
| (R20) | 96°33'08" |
| (R21) | 16°56'39" |
| (R22) | 77°33'56" |
| (R23) | 315°50'54" BY ME
315°50'48" DP 11594 |
| (R24) | 307°13'27" BY ME
307°13'20" DP 11594 |

(S&D) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 5 WIDE
 NTS NOT TO SCALE
 PF PEG FOUND
 PG PEG GONE
 TL TERRITORY LAND

THIS IS SHEET 5 OF MY PLAN OF 8 SHEETS DATED 2 JUNE 2020

(Signature)

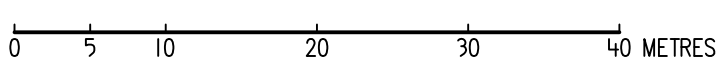
23 JUNE 2020
 Surveyor, Registered under the Surveyors Act 2007

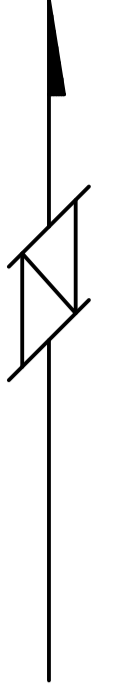
DEPOSITED PLAN

12114/5

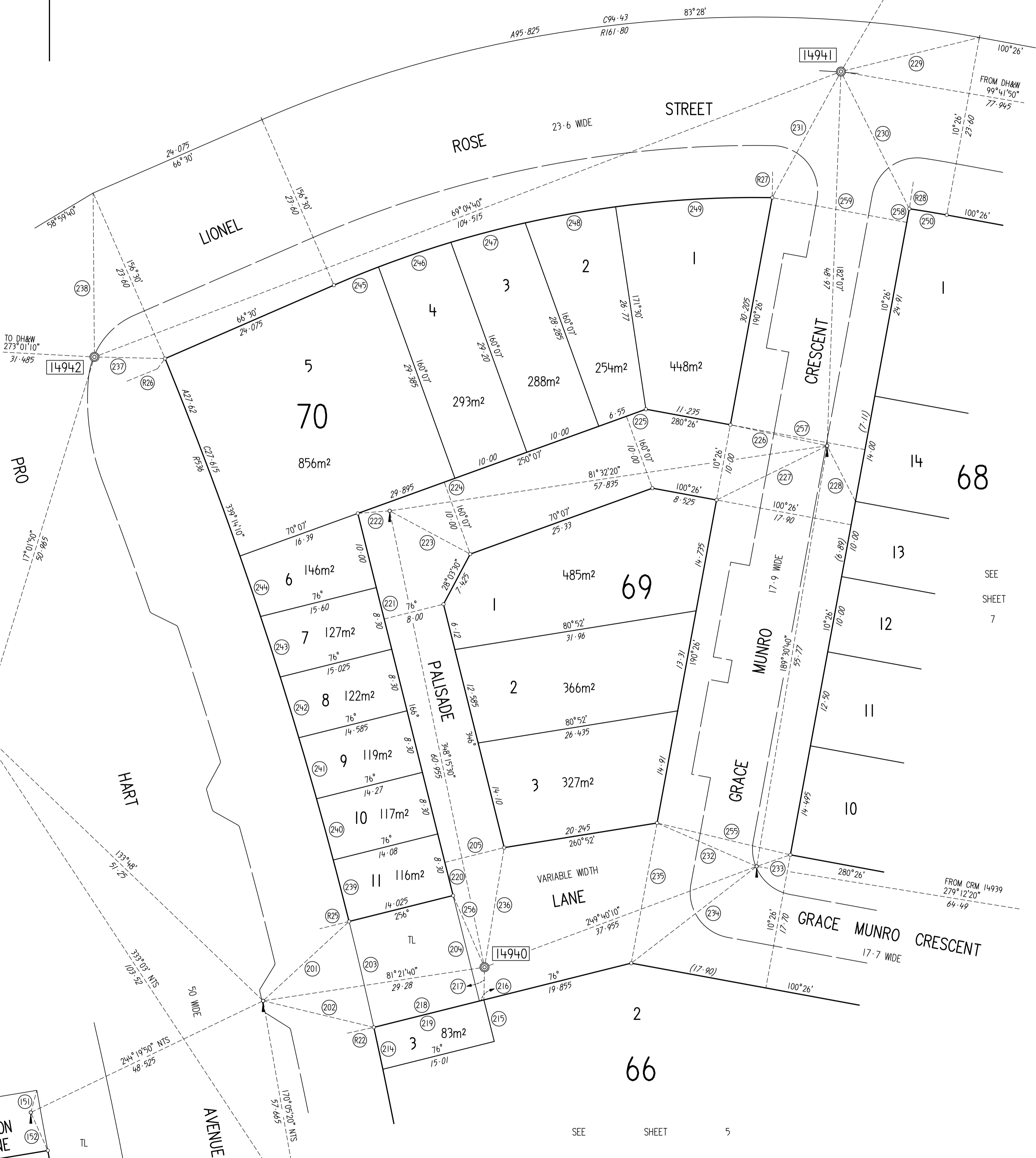
SURVEYOR'S REFERENCE: 15100-15

SCALE 1:500





TERRITORY
LAND



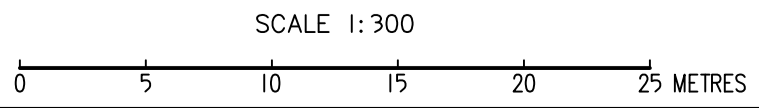
ISLA
SHILTON
LANE
12
SEE
SHEET
43
3

RADIAL LINE TABLE

LINE	BEARING
(R22)	77°33'56"
(R25)	76°02'43"
(R26)	67°45'36"
(R27)	0°54'51"
(R28)	8°22'42"

KERBING IN PALISADE LANE HAS BEEN REMOVED FOR CLARITY
NTS NOT TO SCALE
TL TERRITORY LAND

SURVEYOR'S REFERENCE: 15100-15



FROM DH&W
99°41'50"
77.945

SEE
SHEET
7

FROM CRM 14939
279°12'20"
64.49

THIS IS SHEET 6 OF MY PLAN OF 8 SHEETS
DATED 2 JUNE 2020

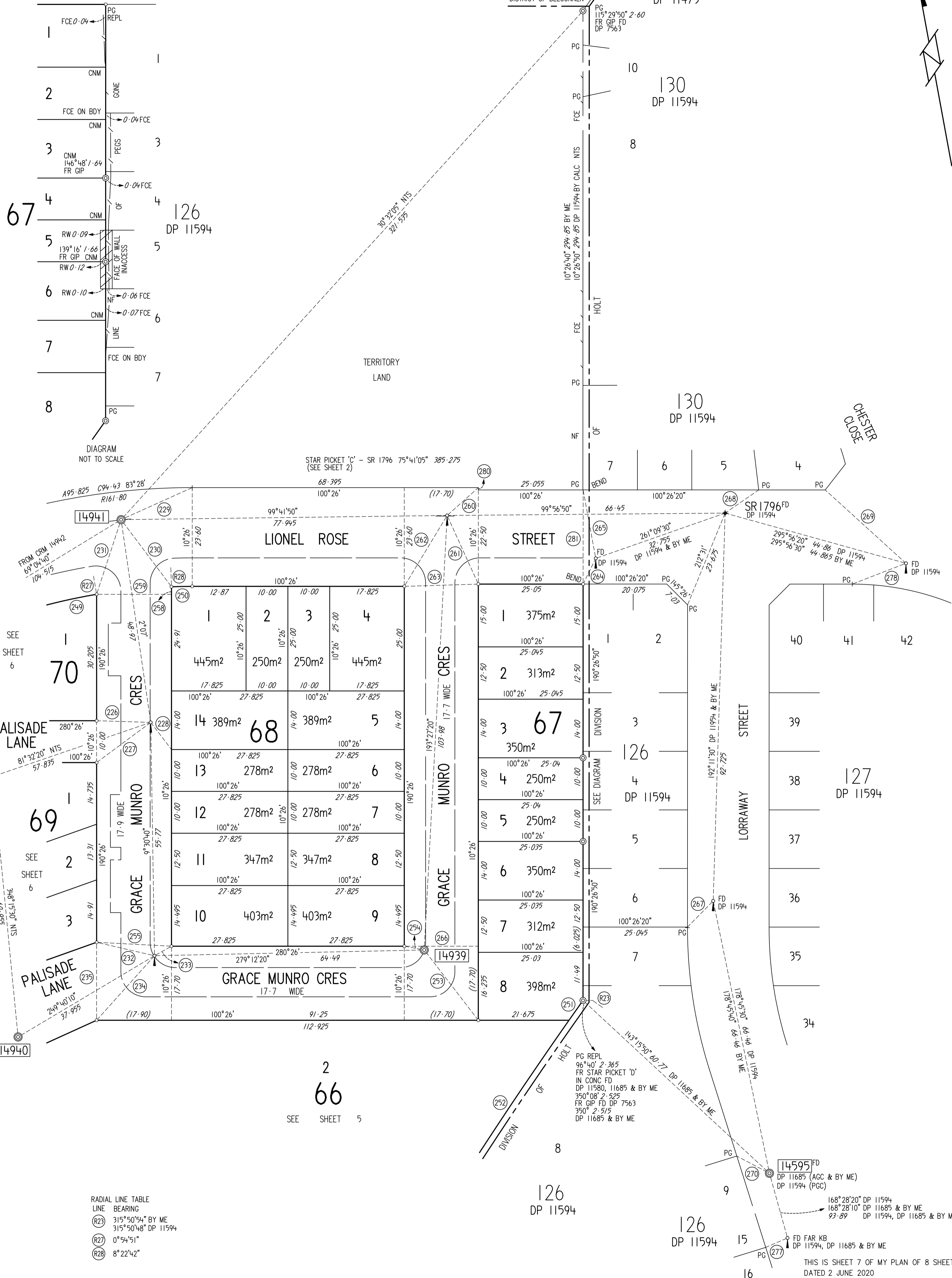
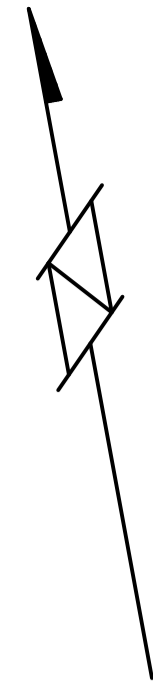
(Signature)

23 JUNE 2020
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
12114/6

LIONEL ROSE ST

1559 DP 10296 DISTRICT OF BELCONNEN 2 132 DP 11475



RADIAL LINE TABLE
LINE BEARING

(R23)	315°50'54" BY ME
(R27)	0°54'51"
(R28)	8°22'42"

CNM CORNER NOT MARKED
FCE COLOURED METAL FENCE
NF NOT FENCED
NTS NOT TO SCALE
PG PEG GONE
RW SUBJECT STONE RETAINING WALL AT GROUND LEVEL
SOME KERBING IN GRACE MUNRO CRESCENT HAS BEEN REMOVED FOR CLARITY

THIS IS SHEET 7 OF MY PLAN OF 8 SHEETS DATED 2 JUNE 2020

(Signature)

23 JUNE 2020
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
12114/7

SURVEYOR'S REFERENCE: 15100-15

SCALE 1:500



SHORT LINE TABLE				
LINE	BEARING	DISTANCE	RADIUS	ARC
1	189°29'20"	5.655	129.10	5.655
2	192°35'50"	8.35	129.10	8.35
3	203°30'40"	15.465	49.10	15.53
4	219°37'20"	12.05	49.10	12.08
5	227°55'10"	2.14	49.10	2.14
6	229°10'	1.86		
7	9°33'	5.12	111.40	5.12
8	12°39'30"	6.965	111.40	6.965
9	23°07'10"	9.465	31.40	9.50
10	40°28'40"	9.485	31.40	9.525
11	52°46'	8.97	71.40	8.975
12	66°12'	24.385	71.40	24.505
13	77°51'	4.525	71.40	4.53
14	228°45'	10.00	159.10	10.00
15	224°20'40"	14.465	159.10	14.47
16	219°04'10"	14.81	159.10	14.815
17	213°48'20"	14.415	159.10	14.42
18	208°22'40"	15.72	159.10	15.725
19	202°21'10"	17.73	159.10	17.74
20	195°32'30"	20.075	159.10	20.09
21	189°46'10"	11.96	159.10	11.96
22	275°35'10"	15.045	469.85	15.045
23	275°08'30"	13.24	800	13.24
24	276°36'50"	27.87	800	27.87
25	238°01'	10.915		
26	344°06'30"	15.875		
27	345°41'	15.41		
28	47°52'40"	18.48		
29	161°26'30"	9.20		
30	269°51'50"	13.11		
31	326°15'40"	17.02		
32	128°33'	8.38		
33	24°18'20"	11.395		
34	226°08'	13.28		
35	82°28'50"	17.59		
36	331°59'	5.59		
37	93°50'	17.42		
38	140°17'10"	20.715		
39	244°56'40"	12.31		
40	156°16'50"	4.725	31.65	4.73
41	303°20'40"	13.08		
42	50°35'	28.685		
43	14°59'30"	14.395		
44	244°39'50"	14.39		
45	98°15'	17.70		
46	104°27'	17.70		
47	104°27'	17.70		
48	14°27'	14.65		
49	104°27'	17.70		
50	104°27'	17.70		
51	139°10'	17.70		
52	139°10'	17.70		
53	139°10'	17.70		
54	320°33'01"	17.70		
55	99°52'30"	17.715		
56	4°40'06"	21.60		
57	43°30'	166.89	141.40	178.515
58	49°10'	(1.15)		
59	14°27'	(4.935)		
60	49°10'	10.00		
61	104°27'	1.58		
62	335°11'50"	28.775		
63	89°09'20"	7.84		
64	(65°06'30"	71.09	141.40	71.86)
65	233°05'10"	14.07	159.10	14.075
66	238°01'10"	13.32	159.10	13.325
67	242°41'10"	12.595	159.10	12.595
68	247°21'50"	13.375	159.10	13.38
69	252°22'40"	14.455	159.10	14.46
70	257°19'30"	13.01	159.10	13.015
71	258°23'20"	3.98	89.10	3.98
72	263°50'50"	5.155	68.60	5.155
73	255°13'10"	15.47	68.60	15.505
74	245°22'20"	8.07	68.60	8.075
75	354°29'40"	5.03	290.90	5.03
76	356°14'10"	12.655	290.90	12.66
77	358°43'40"	12.65	290.90	12.65
78	0°29'20"	5.205	290.90	5.205
79	1°	0.54		
80	358°52'	11.85	159.10	11.85
81	350°33'20"	8.29	159.10	8.295
82	(86°29'	2.73)		
83	(259°40'	4.385)		
84	332°	7.64		
85	(86°	9.85)		
86	(174°	9.665)		
87	62°	17.70		
88	62°	17.70		
89	(332°	21.265)		
90	152°	17.70		
91	152°	17.70		
92	176°	17.70		
93	175°43'10"	17.70		
94	91°	17.70		
95	84°	17.70		
96	79°40'	17.75		
97	80°30'	17.70		
98	80°30'	17.70		
99	(350°30'	17.445)		
100	(79°40'	17.445)		
101	169°40'	17.70		
102	169°40'	17.70		
103	83°44'	6.20		
104	101°45'50"	15.92		
105	305°45'40"	12.355		
106	46°26'	28.015		

RAD

SHORT LINE TABLE				
LINE	BEARING	DISTANCE	RADIUS	ARC
108	209°36'20"	20.72		
109	129°16'	16.805		
110	70°22'	22.935		
111	290°19'	13.30		
112	150°43'40"	13.285		
113	220°33'	17.155		
114	328°07'30"	12.55		
115	79°03'44"	17.70		
116	37°29'	17.665		
117	117°57'10"	15.15		
118	176°29'	10.00		
119	280°48'	5.19		
120	46°46'20"	15.99		
121	98°38'10"	13.16		
122	84°19'	3.055		
123	174°19'	10.00		
124	170°59'10"	17.705		
125	337°57'30"	14.97		
126	34°46'30"	20.77		
127	171°08'40"	17.705		
128	91°42'50"	14.58		
129	79°40'	17.70		
130	140°37'10"	28.70		
131	(170°30'	21.795)		
132	271°22'	4.885		
133	66°54'40"	13.275		
134	225°21'	29.64		
135	53°21'30"	12.28		
136	211°12'	16.375		
137	169°40'	17.70		
138	39°09'30"	4.23		
139	218°13'	4.595		
140	263°42'10"	1.16	111.40	1.16
141	156°52'10"	16.755	486	16.755
142	158°57'40"	18.695	486	18.70
143	161°01'50"	16.44	486	16.44
144	262°40'	6.015	129.10	6.015
145	260°30'	3.75	129.10	3.75
146	81°32'10"	7.265	111.40	7.27
147	176°04'40"	22.695	436	22.70
148	251°04'	7.115		
149	80°32'20"	2.75		
150	(84°19'	3.995)		
151	15°07'	3.00		
152	155°59'	5.45		
153	264°32'	1.955	14	1.955
154	6°20'20"	15.735	446	15.74
155	4°24'40"	14.295	446	14.295
156	2°34'20"	14.30	446	14.30
157	0°44'10"	14.30	446	14.30
158	358°54'	14.30	446	14.30
159	356°13'40"	27.27	446	27.275
160	173°29'50"	12.285		
161	56°16'50"	11.74		
162	180°00'40"	12.315		
163	169°40'	17.70		
164	(266°29'	4.79)		
165	288°30'40"	7.30		
166	207°54'40"	13.78		
167	(358°08'	8.755)		
168	268°08'	1.50		
169	88°08'	1.50		
170	104°48'10"	8.35		
171	301°47'20"	13.755		
172	26°31'20"	8.44		
173	170°32'20"	8.00		
174	(178°08'	3.525)		
175	268°07'50"	8.89		
176	158°04'20"	3.295		
177	225°	4.35		
178	336°14'	2.135		
179	94°58'30"	9.105		
180	193°54'30"	9.355		
181	135°45'	4.075		
182	177°15'20"	7.205		
183	230°51'50"	9.785		
184	345°39'50"	30.26		
185	329°02'30"	8.395		
186	264°	9.04		
187	173°18'10"	18.61	486	18.61
188	82°18'20"	10.335		
189	153°52'10"	18.01		
190	281°27'	4.685		
191	280°26'	14.19		
192	99°39'50"	10.555		
193	168°50'	4.02		
194	29°59'50"	17.135		
195	291°04'10"	15.265	106.10	15.28
196	7°30'	17.705	536	17.705
197	97°21'	8.00		
198	6°35'	31.07	487	31.075
199	9°33'20"	20.785	536	20.785
200	132°30'50"	20.965		
201	47°16'10"	15.295		
202	103°27'50"	14.89		
203	346°48'20"	14.22	536	14.22
204	166°	14.22		
205	76°	8.00		
206	333°27'30"	16.915		
207	102°46'	10.29		
208	96°30'	12.685		
209	97°25'50"	2.875	88.40	2.875
210	102°17'10"	12.095	88.40	12.105
211	108°47'20"	7.955	88.40	7.955
212	194°13'30"	12.35		
213	221°32'10"	160.21	1065.385	160.365

DP 11685 & BY ME

SHORT LINE TABLE				
LINE	BEARING	DISTANCE	RADIUS	ARC
214	347°51'50"	5.605	536	5.605
215	166°	5.60		
216	76°	0.605		
217	181°04'	4.28		
218	76°	14.225		
219	76°	14.83		
220	(166°	4.465)		
221	(166°	4.23)		
222	265°21'40"	4.175		
223	118°13'40"	11.96		
224	(250°07'	1.49)		
225	(250°07'	2.71)		
226	282°13'20"	12.945		
227	243°52'20"	16.11		
228	153°02'	8.165		
229	76°10'40"	18.645		
230	153°30'40"	20.05		
231	208°36'	18.78		
232	293°31'10"	14.205		
233	71°08'	4.66		
234	232°20'20"	20.72		
235	10°26'	18.635		
236	9°21'20"	15.85		
237	91°18'50"	9.245		
238	359°33'10"	21.43		
239	345°36'10"	8.30	536	8.30
240	344°42'50"	8.30	536	8.30
241	343°49'40"	8.305	536	8.305
242	342°56'20"	8.31	536	8.31
243	342°03'	8.32	536	8.32
244	341°09'30"	8.35	536	8.35
245	67°48'20"	6.295	138.20	6.295
246	71°11'	10.005	138.20	10.005
247	75°20'30"	10.04	138.20	10.045
248	79°54'40"	12.01	138.20	12.01
249	86°39'30"	20.51	138.20	20.53
250	99°24'20"	4.955	138.20	4.955
251	225°41'30"	5.81	1065.385	5.81
252	221°22'50"	154.415	1065.385	154.55
253	152°50'30"	21.205		
254	291°06'	4.85		
255	103°25'40"	17.925		
256	336°20'50"	10.235		
257	100°26'	17.90		
258	(10°26'	1		

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

Sheet No. 1 of 21

SITE PLAN

LAND DETAILS

Block
2

Section
66

Division
STRATHNAIRN

Deposited Plan Number
12114

Volume/Folio
3005:493

Class of Units (A or B)
A

ACN: 632 374 979

[Signature]
Dimitri Nikias
Director

[Signature]
George Diamond
Director

STRATHNAIRN PROJECTS
No.1 PTY LTD
Signature of Lessee

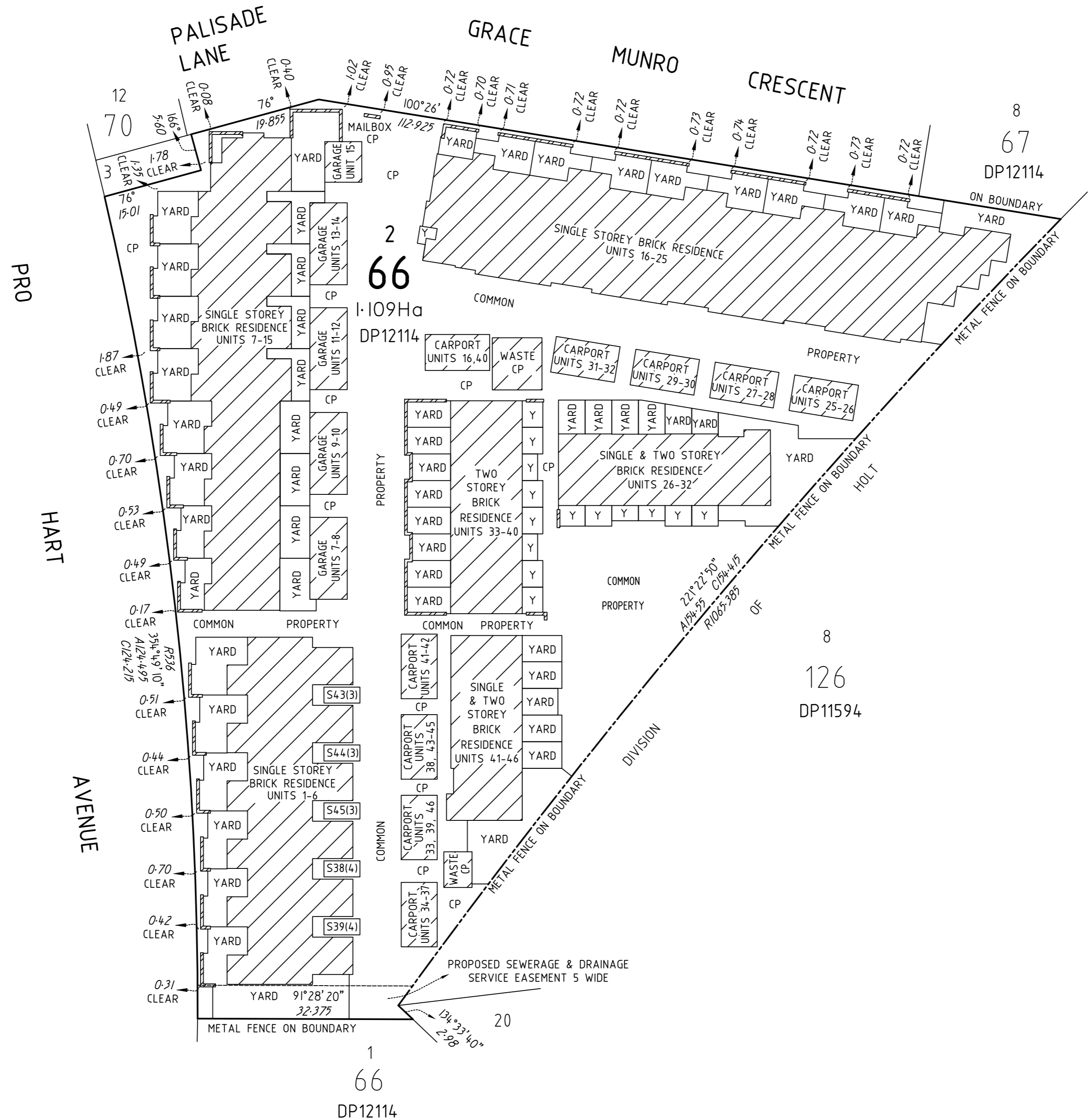
[Signature]
Karen Walker
2 November 2022
Delegate of the
ACT Planning and Land Authority

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

[Signature]
David Pryce
Registrar-General

10/11/2022

UNITS PLAN No.
15617



SURVEYORS DECLARATION

I, **DAVID AMBROSE STONE** of
VERIS AUSTRALIA PTY LIMITED
A surveyor registered under the *Surveyors Act 2007*, herby certify that:

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 25th AUGUST 2022
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

[Signature]
Signature of Registered Surveyor

05th SEPTEMBER 2022
Dated

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

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

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.

17-23 TOWNSEND STREET, PHILLIP ACT 2606
Address for Service of Notice

CIVIUM STRATA
Name of Manager / Owners Corporation

Form 1
Form 088 - SP

0 5 10 20 30 40 METRES
Graphic bar scale - SCALE 1: 500

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

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
STRATHNAIRN	66	2	15617

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	256	1	3014	851
2	248	1	3014	852
3	248	1	3014	853
4	248	1	3014	854
5	248	1	3014	855
6	251	1	3014	856
7	206	3	3014	857
8	202	3	3014	858
9	202	3	3014	859
10	202	3	3014	860
11	253	3	3014	861
12	253	3	3014	862
13	253	3	3014	863
14	253	3	3014	864
15	246	3	3014	865
16	196	3	3014	866
17	248	1	3014	867
18	248	1	3014	868
19	248	1	3014	869
20	248	1	3014	870
21	248	1	3014	871
22	248	1	3014	872
23	248	1	3014	873
24	248	1	3014	874
25	206	2	3014	875
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
			3014	850
			David Pryce Registrar-General	
			Deputy Registrar-General	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
STRATHNAIRN	66	2	15617

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	206	2	3014	876
27	196	3	3014	877
28	196	3	3014	878
29	196	3	3014	879
30	196	3	3014	880
31	196	3	3014	881
32	196	3	3014	882
33	183	3	3014	883
34	183	3	3014	884
35	183	3	3014	885
36	183	3	3014	886
37	183	3	3014	887
38	188	4	3014	888
39	188	4	3014	889
40	188	3	3014	890
41	196	2	3014	891
42	196	2	3014	892
43	196	3	3014	893
44	196	3	3014	894
45	196	3	3014	895
46	204	2	3014	896
Aggregate	10,000	107	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
			3014	850
			David Pryce Registrar-General Deputy Registrar-General	

FLOOR PLAN

Block

2

Section

66

Division

STRATHNAIRN

FLOOR NUMBER

LEGEND/INDEX

- C DENOTES COLUMN
- Y DENOTES YARD
- CP DENOTES COMMON PROPERTY
- # DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
- * DENOTES SUBSIDIARY BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
- DENOTES SUBSIDIARY BOUNDARY IS EDGE OF CONCRETE

WHERE A YARD ABUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINE OF WALL

YARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD

YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

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

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

ALL AREAS ARE APPROXIMATE. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001

AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES				TOTAL SUBSIDIARY No.
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD / BALCONY		CARSPACE / GARAGE		
					SUB No.	SHEET No.	SUB No.	SHEET No.	
206 PRO HART AVENUE	1	5	GROUND	1	1	5			1
	2	5	GROUND	2	1	5			1
	3	5	GROUND	3	1	5			1
	4	5	GROUND	4	1	5			1
	5	5	GROUND	5	1	5			1
	6	5	GROUND	6	1	5			1
	7	6	GROUND	7	1,2	6,6	3	6	3
	8	6	GROUND	8	1,2	6,6	3	6	3
	9	6	GROUND	9	1,2	6,6	3	6	3
	10	6	GROUND	10	1,2	6,6	3	6	3
	11	6	GROUND	11	1,2	6,6	3	6	3
	12	6	GROUND	12	1,2	6,6	3	6	3
	13	6	GROUND	13	1,2	6,6	3	6	3
	14	6	GROUND	14	1,2	6,6	3	6	3
14 GRACE MUNRO CRESCENT	15	6	GROUND	15	1,2	6,6	3	6	3
	16	6	GROUND	16	1,2	6,6	3	6	3
	17	6	GROUND	17	1	7			1
	18	7	GROUND	18	1	7			1
	19	7	GROUND	19	1	7			1
	20	7	GROUND	20	1	7			1
	21	7	GROUND	21	1	7			1
	22	7	GROUND	22	1	7			1
	23	7	GROUND	23	1	7			1
	24	7	GROUND	24	1	7			1
	25	7	GROUND	25	1	7	2	7	2
	26	7	GROUND	26	1	7	2	7	2
	27	7,8	GROUND/FIRST	27	1,2	7,7	3	7	3
	28	7,8	GROUND/FIRST	28	1,2	7,7	3	7	3
	29	7,8	GROUND/FIRST	29	1,2	7,7	3	7	3
	30	7,8	GROUND/FIRST	30	1,2	7,7	3	7	3
	31	7,8	GROUND/FIRST	31	1,2	7,7	3	7	3
	32	7,8	GROUND/FIRST	32	1,2	7,7	3	7	3
	33	6,8	GROUND/FIRST	33	1,2	6,6	3	5	3
	34	6,8	GROUND/FIRST	34	1,2	6,6	3	5	3
	35	6,8	GROUND/FIRST	35	1,2	6,6	3	5	3
	36	6,8	GROUND/FIRST	36	1,2	6,6	3	5	3
	37	6,8	GROUND/FIRST	37	1,2	6,6	3	5	3
	38	6,8	GROUND/FIRST	38	1,2	6,6	3,4	5,5	4
	39	6,8	GROUND/FIRST	39	1,2	6,6	3,4	5,5	4
	40	6,8	GROUND/FIRST	40	1,2	6,6	3	6	3
	41	5,8	GROUND/FIRST	41	1	5	2	5	2
	42	5,8	GROUND/FIRST	42	1	5	2	5	2
	43	5,8	GROUND/FIRST	43	1	5	2,3	5,5	3
	44	5,8	GROUND/FIRST	44	1	5	2,3	5,5	3
	45	5,8	GROUND/FIRST	45	1	5	2,3	5,5	3
	46	5	GROUND	46	1	5	2	5	2



SHEET

6

ADJOINS

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

Sheet No. 5 of 21

FLOOR PLAN

Block

2

Section

66

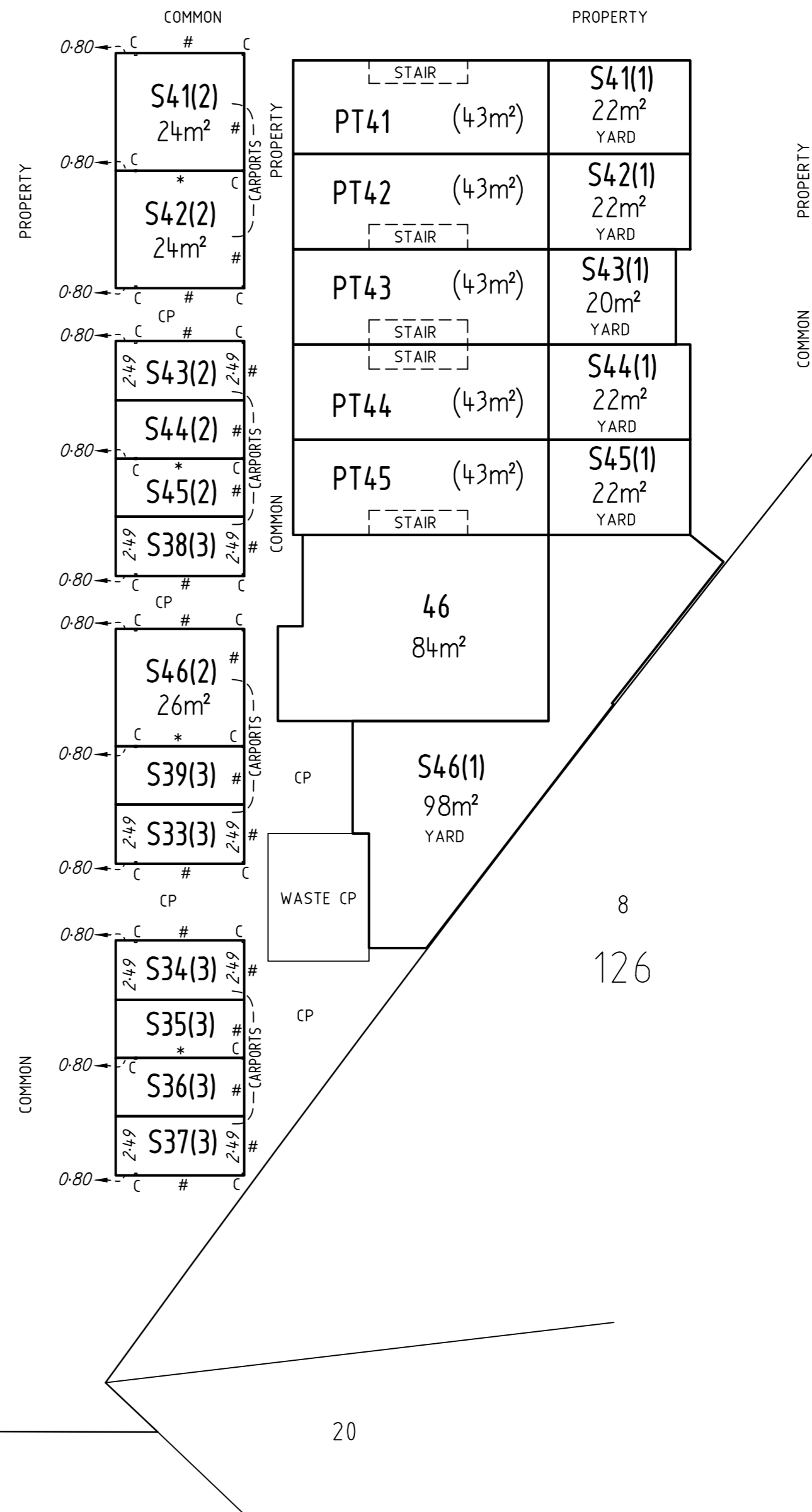
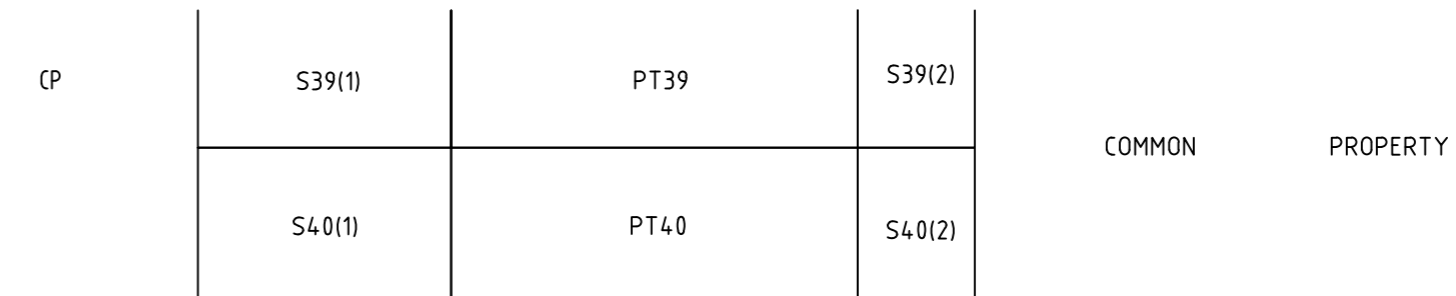
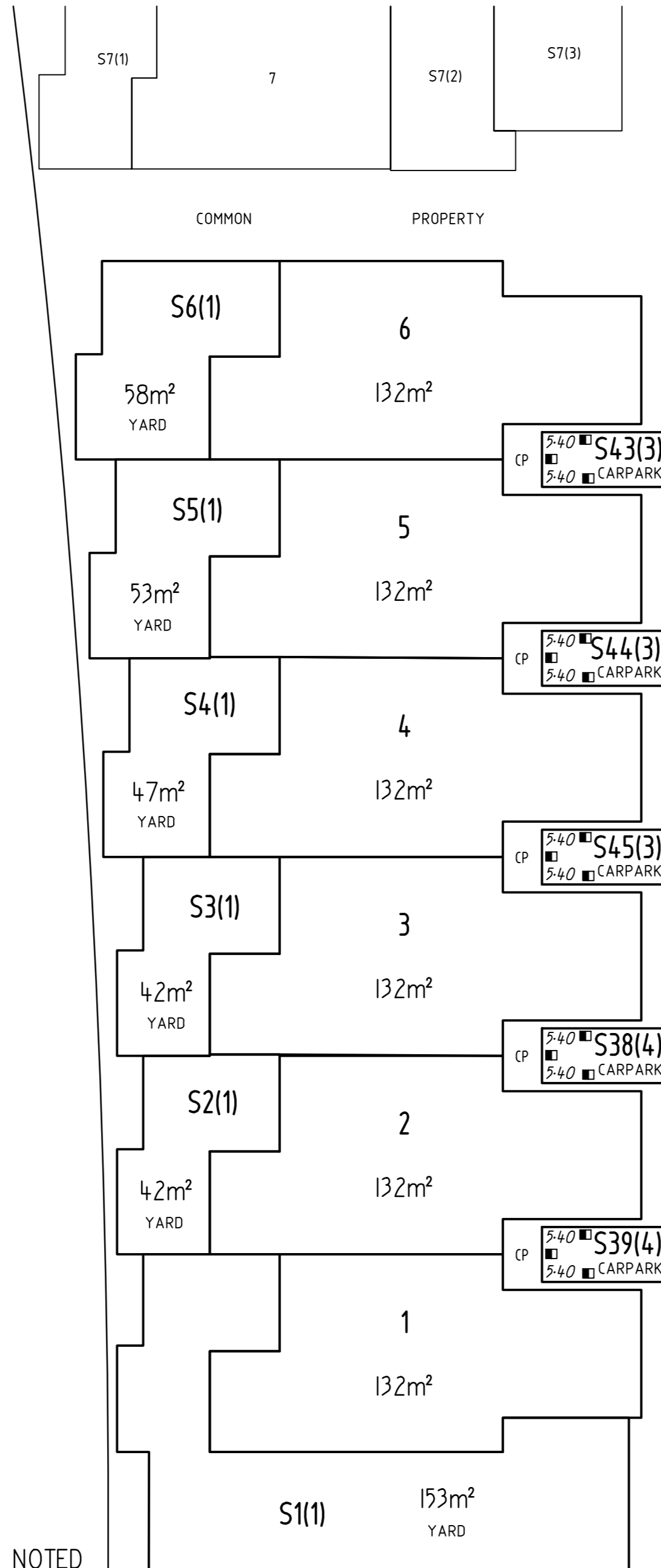
Division

STRATHNAIRN

FLOOR NUMBER

GROUND

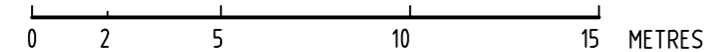
PRO
HART
AVENUE



ALL CARPORT & CARPARK AREAS 12m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP



Graphic bar scale - SCALE 1: 200

1
34

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 4 FOR LEGEND

UNITS PLAN No.

15617

FLOOR PLAN

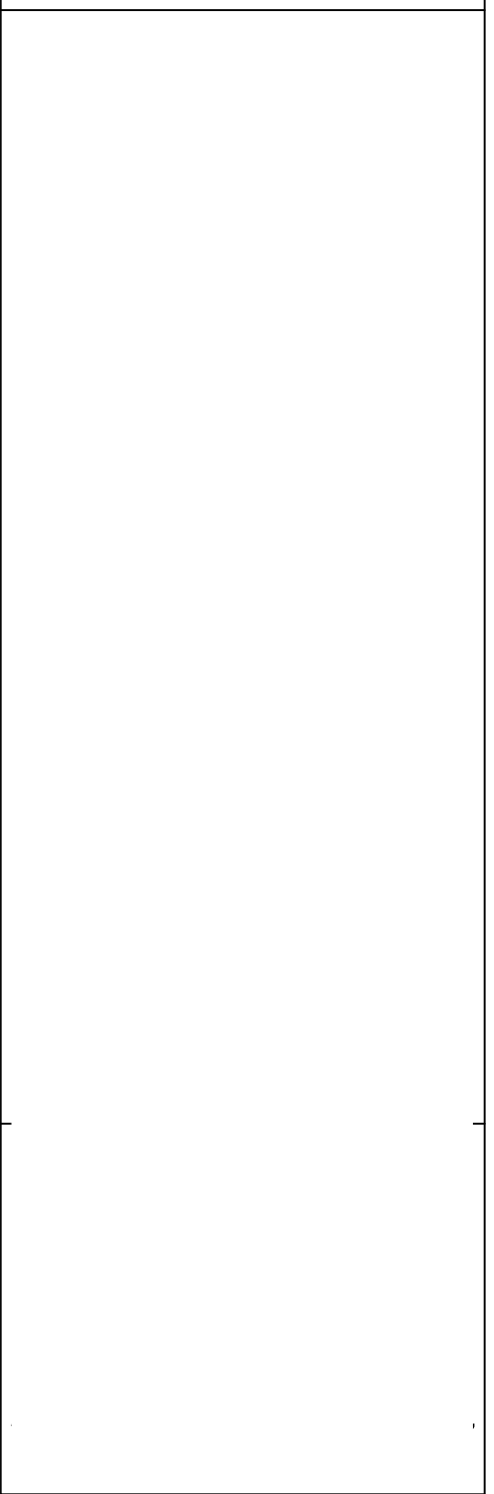
Block
2

Section
66

Division
STRATHNAIRN

FLOOR NUMBER
GROUND

ADJOINS



CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 4 FOR LEGEND

COMMON
PROPERTY

UNITS PLAN No.
15617



ADJOINS
7
SHEET

5
ADJOINS

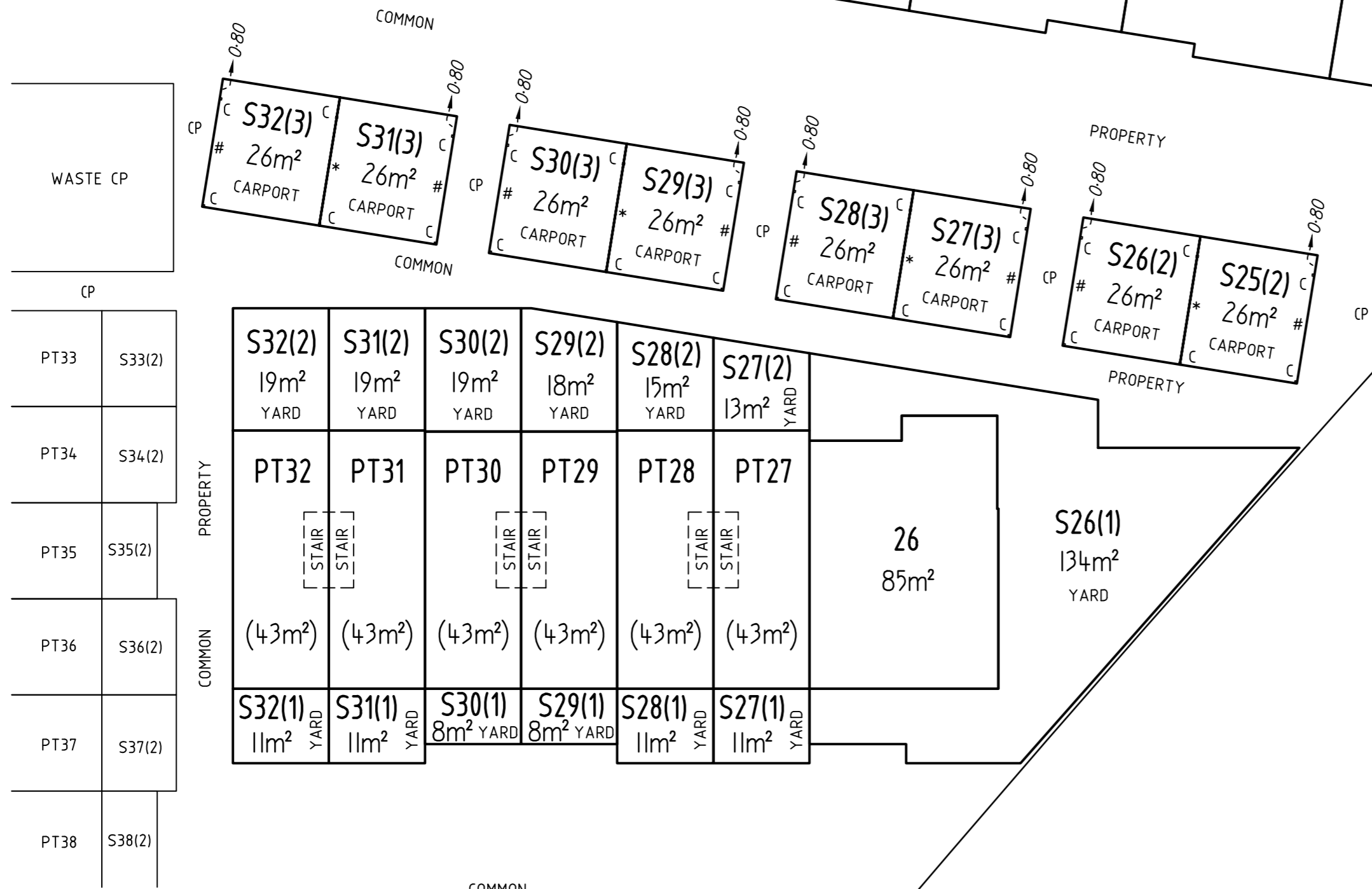
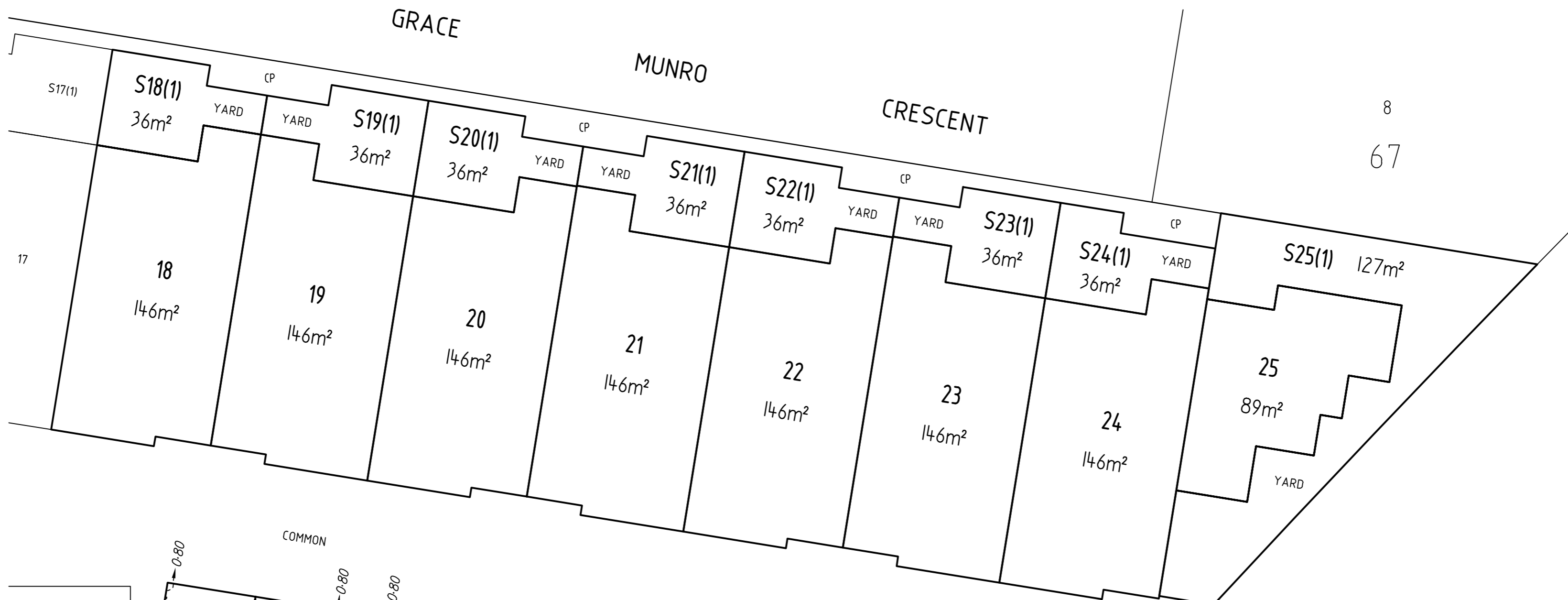
FLOOR PLAN

Block
2

Section
66

Division
STRATHNAIRN

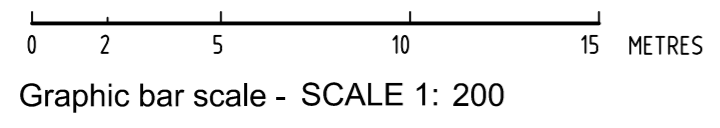
FLOOR NUMBER
GROUND



PT33	S33(2)
PT34	S34(2)
PT35	S35(2)
PT36	S36(2)
PT37	S37(2)
PT38	S38(2)



ADJOINS SHEET 6



Form 3
Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
 SEE SHEET 4 FOR LEGEND

UNITS PLAN No.
15617



PT33	STAIR	TOTAL
(42m ²)		(85m ²)
PT34	STAIR	TOTAL
(42m ²)		(85m ²)
PT35	STAIR	TOTAL
(42m ²)		(85m ²)
PT36	STAIR	TOTAL
(42m ²)		(85m ²)
PT37	STAIR	TOTAL
(42m ²)		(85m ²)
PT38	STAIR	TOTAL
(42m ²)		(85m ²)
PT39	STAIR	TOTAL
(42m ²)		(85m ²)
PT40	STAIR	TOTAL
(42m ²)		(85m ²)

PT32	PT31	PT30	PT29	PT28	PT27
(42m ²)	(42m ²)	(42m ²)	(42m ²)	(42m ²)	(42m ²)
STAIR	STAIR	STAIR	STAIR	STAIR	STAIR
TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
85m ²	85m ²	85m ²	85m ²	85m ²	85m ²

PT41	STAIR	TOTAL
(42m ²)		(85m ²)
PT42	STAIR	TOTAL
(42m ²)		(85m ²)
PT43	STAIR	TOTAL
(42m ²)		(85m ²)
PT44	STAIR	TOTAL
(42m ²)		(85m ²)
PT45	STAIR	TOTAL
(42m ²)		(85m ²)

8
126

FLOOR PLAN

Block

2

Section

66

Division

STRATHNAIRN

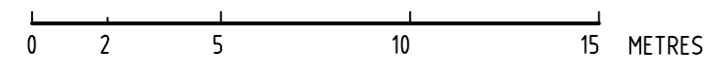
FLOOR NUMBER

FIRST

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 4 FOR LEGEND

UNITS PLAN No.

15617



FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15617

Block 2 Section 66 Division of STRATHNAIRN

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

- (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
- (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
- (e) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Easement, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. Each Lessee of each of the Units Nos. 1 – 46 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 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.

5. 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 5(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:
 - (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.

6. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “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 purposes 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;
- (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;
- (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) “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;
- (k) “unit subsidiaries” has the same meaning as in the Unit Titles Act 2001;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;
- (n) 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..... **second** day of..... **November** 2022.



Dimitri Nikias
Director



George Diamond
Director



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

LESSEE: STRATHNAIRN PROJECT NO 1 PTY LTD ACN 632 374 979

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15617

Block 2 Section 66 Division of STRATHNAIRN

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

- (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
- (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Easement, “services”, includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners – Units Plan No. 15617 (“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 4(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not affected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such

equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

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

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

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

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

6. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “owners corporation” means the body corporate under the name of ‘The Owners – Units Plan No. **15617**’;
- (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’t);
- (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.....second..... day of.....November..... 2022.



Dimitri Nikias
Director



George Diamond
Director



Karen Walker

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

LESSEE: **STRATHNAIRN PROJECT NO 1 PTY LTD ACN 632 374 979**



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	40	Block	2	Section	66	Suburb	STRATHNAIRN
-------------	-----------	--------------	----------	----------------	-----------	---------------	--------------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House)	()	()
Certificate Number:		Dated:

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

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Applicant's Name : Info Track
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 2026/072 - 187973933

Date: 05-MAR-26 15:29:05



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

05-MAR-2026 15:29

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

STRATHNAIRN Section 66/Block 2/Unit 40

Building Class: A

Area(m2): 11,079.6

Unimproved Value: \$5,292,000

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 DA202037577 **Lodged** 04-SEP-20 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 46 new townhouses, car parking, landscaping, tree removal, verge works and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Strathnairn	66	2-2	

-- Involved Parties -----

Role	Name
Lessee	Suburban Land Agency
Applicant	Dna Architects

-- 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

05-MAR-2026 15:29

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

----- END OF REPORT -----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 15617

Unit No: 40 Lot No: 40

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

Entitlements

Unit Entitlement: **188**
Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **LMM Solutions Pty Ltd
Level 1, 26 Thynne Street
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

Corporation's records can be inspected at

Address: **LMM Solutions Pty Ltd
Level 1, 26 Thynne Street
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	Piers Holdsworth	15/14 Grace Munro Crescent STRATHNAIRN ACT 2615
Secretary	Charlotte McClure	2/206 Pro Hart Avenue STRATHNAIRN ACT 2615
Treasurer	Jackson Harris-Kelly	42/14 Grace Munro Cres STRATHNAIRN ACT 2615
Committee	Mr Michael Roberts	6/206 Pro Hart Avenue STRATHNAIRN ACT 2615
	Grace McIntosh	23/14 Grace Munro Crescent STRATHNAIRN ACT 2615

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$1,786.00**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/11/25 to 31/01/26	446.50	01/01/26	30/01/26	0.00	01/01/26
01/02/26 to 30/04/26	446.50	01/04/26		0.00	01/04/26
01/05/26 to 31/07/26	446.50	01/07/26		0.00	01/07/26
01/08/26 to 31/10/26	446.50	01/10/26		0.00	01/10/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15617 - Unit 40

Amount (if any) outstanding (credit shown with -) **\$446.50**

Paid to **31/01/26**

Special contributions payable to Administration Fund:

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$609.88**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/11/25 to 31/01/26	152.47	01/01/26	30/01/26	0.00	01/01/26
01/02/26 to 30/04/26	152.47	01/04/26		0.00	01/04/26
01/05/26 to 31/07/26	152.47	01/07/26		0.00	01/07/26
01/08/26 to 31/10/26	152.47	01/10/26		0.00	01/10/26

Amount (if any) outstanding (credit shown with -) **\$152.47**

Paid to **31/01/26**

Special contributions payable to Sinking Fund:

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

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

Other Levies

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

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

Other amounts owing

Rate of interest payable **10.00** per cent Interest Owing **Nil**

Purpose	Fund	Amount	Due Date	Amount Due
Other	Other	33.00		33.00

Amount (if any) outstanding (credit shown with -) **\$33.00**

Total amount due and payable as at the date of this Certificate (credit shown with -): **\$33.00**

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 15617 - Unit 40****Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU STRATA INSURANCE	HU0006131350	19,488,000.00	04/08/26	11/07/25	25,526.95
<i>LOSS OF RENT</i> CHU STRATA INSURANCE	HU0006131350	2,923,200.00	04/08/26	11/07/25	25,526.95
<i>CATASTROPHE</i> CHU STRATA INSURANCE	HU0006131350	2,923,200.00	04/08/26	11/07/25	25,526.95
<i>PUBLIC LIABILITY</i> CHU STRATA INSURANCE	HU0006131350	20,000,000.00	04/08/26	11/07/25	25,526.95
<i>FIDELITY GUARANTEE</i> CHU STRATA INSURANCE	HU0006131350	100,000.00	04/08/26	11/07/25	25,526.95
<i>OFFICE BEARERS</i> CHU STRATA INSURANCE	HU0006131350	5,000,000.00	04/08/26	11/07/25	25,526.95
<i>VOLUNTARY WORKERS</i> CHU STRATA INSURANCE	HU0006131350	\$100,000 / \$1,000	04/08/26	11/07/25	25,526.95
<i>GOVT AUDIT COSTS</i> CHU STRATA INSURANCE	HU0006131350	25,000.00	04/08/26	11/07/25	25,526.95
<i>LEGAL EXPENSES</i> CHU STRATA INSURANCE	HU0006131350	50,000.00	04/08/26	11/07/25	25,526.95
<i>WORKPLACE H&S</i> CHU STRATA INSURANCE	HU0006131350	100,000.00	04/08/26	11/07/25	25,526.95
<i>MACHINERY BREAKDOWN</i> CHU STRATA INSURANCE	HU0006131350	Not Selected	04/08/26	11/07/25	25,526.95
<i>LOT OWNERS IMPROVE</i> CHU STRATA INSURANCE	HU0006131350	\$250,000 per lot	04/08/26	11/07/25	25,526.95
<i>WORKERS COMPENSATION</i> CHU STRATA INSURANCE	HU0006131350	Not Included	04/08/26	11/07/25	25,526.95
<i>COMMON AREA CONTENTS</i> CHU STRATA INSURANCE	HU0006131350	194,880.00	04/08/26	11/07/25	25,526.95

Fund Balances

Balances as at: 05 March 2026

Administrative Fund	57,799.35
Sinking Fund	61,961.56

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15617 - Unit 40

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

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

Nil

Sustainability Infrastructure

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

None

Crown Lease Extension Application

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

Not Applicable

Ongoing Development Approval

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

None

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 15617 - Unit 40

Embedded Network

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

(i) Which utility service the embedded network applies to

None

(ii) The name of the embedded network provider

Not Applicable

This certificate has been prepared by LMM Solutions pursuant to delegated management authority granted by the Owners Corporation. The information contained herein is accurate and complete to the best of our knowledge as at the date specified below.

Dated at Canberra the **05 March 2026**



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

27 November 2025

To all Owners
UP15617 – Lincoln Rise
206 Pro Hart Avenue & 14 Grace Munro Crescent
STRATHNAIRN ACT 2615

Dear Owner

UP15617 - LINCOLN RISE
Minutes of Annual General Meeting 2025

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Jenny Burgess
Senior Strata Manager
Cert IV in Property Services (Operations)
LMM Solutions Pty Ltd

P 02 5110 3200
E Jenny@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2025

UNITS PLAN 15617 - LINCOLN RISE

206 PRO HART AVENUE & 14 GRACE MUNRO CRESCENT, STRATHNAIRN

- Held:** Wednesday, 26th November 2025 at 5:30pm.
- Location:** LMM Solutions Office + Teleconference, Level 1, 26 Thynne Street, Bruce.
- Present:** C McClure (Unit 2), Mr M Roberts (Unit 6), R Ly & K Madsen-Guarini (Unit 14)
P Holdsworth (Unit 15), G McIntosh (Unit 23), E Monge (Unit 27), R Duenas (Unit 39), J Harris-Kelly (Unit 42), M Moran (Unit 43), K Nunag & E Valenzuela (Unit 44) and G Elith (Unit 45).
Mrs J Burgess Upton representing LMM Solutions Pty Ltd.
- Proxies:** Nil
- Absentees:** C Tucker (Unit 35).
- Apologies:** C Buxton & H Kelso (Unit 22).
- Chair:** G McIntosh was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

- MOTION 1:** It was resolved that the Owners Corporation of UP15617 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

- MOTION 2:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

Matters arising from Minutes

None.

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

OFFICE BEARERS INSURANCE

MOTION 3: It was resolved that the Owners Corporation of UP15617 adjust Office Bearers insurance cover to an amount as determined and agreed. **CARRIED**

Action: The Strata Manager will obtain quotes for Committee consideration.

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 4: It was resolved that the Owners Corporation of UP15617 accept the financial statements as presented. **CARRIED**

Secretarial Note: The ActewAGL bills cover to common property power, not individual unit power. The last two bills are 3 monthly/quarterly bills, whereas the previous bills were for a monthly period.

BUDGET DEBATE

Administrative Fund

MOTION 5: It was resolved that the proposed Administrative Fund contribution of \$95,000.00 and expenditure amount of \$102,827.00 be adopted. **CARRIED**

Sinking Fund

MOTION 6: It was resolved that the proposed Sinking Fund contribution of \$32,441.00 and expenditure amount of \$2,536.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 7: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 November 2025, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 November 2025	31 January 2026	1 January 2026
Levy 2	1 February 2026	30 April 2026	1 April 2026
Levy 3	1 May 2026	31 July 2026	1 July 2026
Levy 4	1 August 2026	31 October 2026	1 October 2026

CARRIED

Important information: Owners are reminded that the approved budget motions and above levy due dates support the notice of contributions as legislated. The obligation of payment to your Owners Corporation falls to each Owner to know when their levies are due, and to pay on time to avoid interest and late fees.

STRATA MANAGEMENT AGENCY AGREEMENT

- MOTION 8:** It was resolved that the Owners Corporation enter into the following arrangements:
- a. That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
 - b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
 - c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
 - d. The delegation is subject to the conditions and limitations set out in the Agreement; and
 - e. Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.
- CARRIED**

Secretarial note - the Management Agreement was signed by two Owners present and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.

ELECTION OF COMMITTEE

- MOTION 9:** It was resolved that the Owners Corporation of UP15617 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions.
- CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting and the Executive Committee positions will be appointed at a later meeting of the Committee.

C McClure (Unit 2)
Mr M Roberts (Unit 6)
P Holdsworth (Unit 15),

G McIntosh (Unit 23)
J Harris-Kelly (Unit 42)

GENERAL BUSINESS

Bins

The meeting requested an update on the long-standing bin issue – a recap of the matter was provided to the Owners present at the meeting. The Strata Manager advised this matter was being investigated by a colleague and the manager will report back to the Committee with their findings and recommendations.

Smoke Drift

An owner requested all residents to be mindful of smoke drift. The Strata Manager will issue a notice to all residents regarding this matter.

With no further business, the meeting closed at 6.00 pm.

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: 15617

A2 - General Meeting

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Wednesday 26 November 2025

Tick the 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
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Wednesday 26 November 2025

A4 - Owners corporation declaration

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

Seal affixed: Thursday 27 November 2025

Signed: Jenny Burgess

Title: Senior Strata Manager



† 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).



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912
P 02 5110 3200
E enquiries@LMMsolutions.com.au

19 December 2024

To all Owners
UP15617 – Lincoln Rise
206 Pro Hart Avenue & 14 Grace Munro Crescent
STRATHNAIRN ACT 2615

Dear Owner

UP15617 - LINCOLN RISE
Minutes of Annual General Meeting 2024

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Matt Roche
Strata Manager

LMM Solutions Pty Ltd

P 02 5110 3200
E Matt@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2024

UNITS PLAN 15617 - LINCOLN RISE

206 PRO HART AVENUE & 14 GRACE MUNRO CRESCENT, STRATHNAIRN

Held: Thursday, 12 December 2024 at 5:30pm.

Location: LMM Solutions Office - Level 1, 26 Thynne Street, Bruce + Teleconference.

Present: Mr M Roberts (Unit 6), Mr H Basaad & Ms G Chua (Unit 11), Mr J & Ms M Hare (Unit 13), Mr P Holdsworth (Unit 15), Mr H Kelso (Unit 22), Ms L Foster (Unit 26), Ms E Monge & Mr D Sims (Unit 27), Mr J Harris-Kelly (Unit 42), and Ms M Moran (Unit 43). Mr M Roche & Mrs L Upton representing LMM Solutions Pty Ltd.

Proxies: Nil.

Absentees: Ms C McClure (Unit 2) and Ms C Tucker (Unit 35).

Apologies: Ms S Mee (Unit 34).

Chair: Mr P Holdsworth was elected chairperson for the meeting. Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP15617 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

Matters arising from Minutes

None.

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 3: It was resolved that the Owners Corporation of UP15617 accept the financial statements as presented. **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 4: It was resolved that the proposed Administrative Fund contribution of \$85,000.00 and expenditure amount of \$98,667.00 be adopted. **CARRIED**

Sinking Fund

MOTION 5: It was resolved that the proposed Sinking Fund contribution of \$28,914.00 and expenditure amount of \$2,415.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 6: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 November 2024, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 November 2024	31 January 2025	15 January 2025
Levy 2	1 February 2025	30 April 2025	1 April 2025
Levy 3	1 May 2025	31 July 2025	1 July 2025
Levy 4	1 August 2025	31 October 2025	1 October 2025

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 7: It was resolved that the Owners Corporation of UP15617 agree to extend the current Strata Management Agreement until 1 November 2025 with no changes to the content, clauses or agreed fees. **CARRIED**

Secretarial note - the Manager will provide a copy to be signed by two Committee members and counter signed by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.

ELECTION OF COMMITTEE

MOTION 8: It was resolved that the Owners Corporation of UP15617 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting:

Member - Ms C McClure (nominated) Member - Mr M Roberts
Member - Mr P Holdsworth Member - Mr J Harris-Kelly

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [refer signed Strata Management Agreement – "Appointment and Delegation of the Agent"].

GENERAL BUSINESS

Gardening

The manager discussed a request submitted by a resident of trees along walkways requiring further attention from the gardener. Owners present noted that they were unaware of trees specifically, but some bushes within the carpark were overgrown, which could restrict accessibility for vehicles. The manager confirmed that a resident would be entitled to trim back any bushes encroaching within their allocated space without issue.

Example images of the bushes were requested by the manager to refer to the gardener for their feedback and attention along with the trees noted prior.

Loading Zone

Owners present requested further details of the requirements and restrictions of the on site marked loading zone. While it was noted that these areas are usually for commercial use, the intent may have been for waste management vehicles.

Owners advised while it is often used by the gardener for safe unloading, the space has frequently been in use by residents and visitors creating a blind spot. It was further noted that the location can result in longer vehicles limiting access to garages of adjacent units.

The manager will seek further detail on suggested signage being installed or relocation further down the hill. This will be presented to the EC for their review and consideration.

Blind Spot

Further to information above relating to vehicles parking in the loading zone, Owners suggested that a "blind spot" (convex) mirror is installed.

A photo is to be supplied to the manager outlining the desired location. Quotes will be obtained for the review and direction of the incoming Executive Committee.

Common Property Parking

The manager is to issue a reminder to all residents of the registered Rules regarding parking on common property, which includes visitor parking and the loading zone.

Damaged Covering

A safety concern relating to a damaged plastic covering behind Unit 16 was raised. It is unsure what this may relate to however it is thought that it may relate to a fire hydrant. The manager requested an image of this item to ensure that the appropriate contractor's attendance is sought for investigation and advice. If required, a quote will be provided to the Committee for their consideration and approval prior to work being undertaken.

With no further business, the meeting closed at 6.05 pm.

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: 15617

A2 - General Meeting

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Thursday 12 December 2024

Tick the 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
[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday 12 December 2024

A4 - Owners corporation declaration

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

Seal affixed: Tuesday 17 December 2024

Signed: Matt Roche



Title: Strata Manager



† 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).

Residential Strata Insurance

Certificate of Currency

Policy Number: HU0006131350



Certificate Date 11 July, 2025

Insurer QBE Insurance (Australia) Limited
ABN: 78 003 191 035
AFSL: 239545

Important Information

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

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

Period of Cover 4/08/2025 to 4/08/2026 at 4pm

Insured The Owners - Units Plan No.15617

Interested Parties None

Situation 14 Grace Munro Crescent, STRATHNAIRN, ACT, 2615

Cover

Insured Property	Insured
Building	\$19,488,000
Common Area Contents	\$194,880
Loss of Rent & Temporary Accommodation (total payable)	\$2,923,200
Optional Benefit Paint / Wall Paper	Selected
Floating Floorboards	Selected
Liability to Others	Insured
Limit of Liability	\$20,000,000
Fidelity Guarantee	Insured
Sum Insured	\$100,000
Voluntary Workers	Insured
Death	\$100,000
Total Disablement (per week)	\$1,000
Office Bearers Legal Liability	Insured
Limit of Liability	\$1,000,000
Machinery Breakdown	Not Insured
Catastrophe Insurance	Insured
Catastrophe Sum Insured	\$2,923,200
Extended cover - Loss of Rent & Temporary	\$438,480

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Residential Strata Insurance Certificate of Currency

Policy Number: HU0006131350



Accommodation

Escalation in Cost of Temporary Accommodation \$146,160

Cost of Removal, Storage and Evacuation \$146,160

Government Audit and Related Covers Insured

Government Audit Costs \$25,000

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

Legal Defence Expenses \$50,000

Lot Owners Fixtures and Improvements (per lot) Insured

Lot Owners' Fixtures and Improvements (per lot) \$250,000

Flood Cover Insured

Insurance Valuation Report

For

Lincoln Rise

14 Grace Munro Crescent, Strathnairn

Scheme Number: 15617



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 200069

18 December 2023

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qjagroup.com.au

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ABN 27 116 106 453

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SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

The Insurance Valuation represents reinstatement costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI Figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements including:

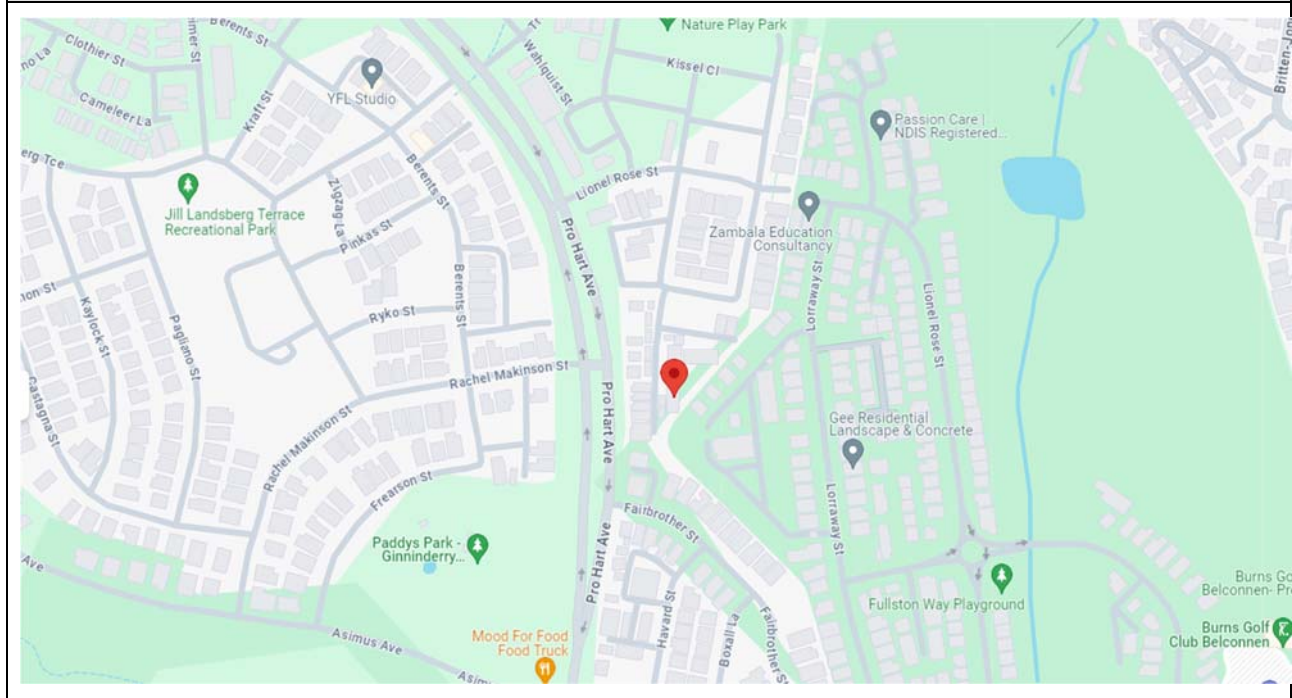
- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$14,295,000
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% per annum over the relevant period	\$1,290,000
Progressive Subtotal:	\$15,585,000
Professional Fees:	\$1,250,000
Progressive Subtotal:	\$16,835,000
Demolition and Removal of Debris:	\$715,000
Progressive Subtotal:	\$17,550,000
Cost Escalation for Insurance Policy Lapse Period:	\$1,010,000
Progressive Subtotal:	\$18,560,000
Reinstatement Cost Assessment Value:	\$18,560,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Concrete.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick & villa board & colorbond.

EXTERNAL WALL FINISHES: Face brick & Villa board & colorbond & rendered.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Flat deck Timber/steel framed pitched.

ROOFING: Powder coated.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 SCOPE

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect';
- Any tenancy works and contents;
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any specialised equipment or services not visible at the time of inspection;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- Any heritage listing that may apply; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Lincoln Rise

**14 Grace Munro Crescent, Strathnairn, ACT
2615**

Scheme Number: 15617



COMPILED BY SIMON VINCENT

**On 11 December 2023 for the
15 Years Commencing: 10 November 2023
QIA Job Reference Number: 200070**

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

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INTRODUCTION

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

LOCATION

14 Grace Munro Crescent, Strathnairn, ACT 2615

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$2.54

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

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

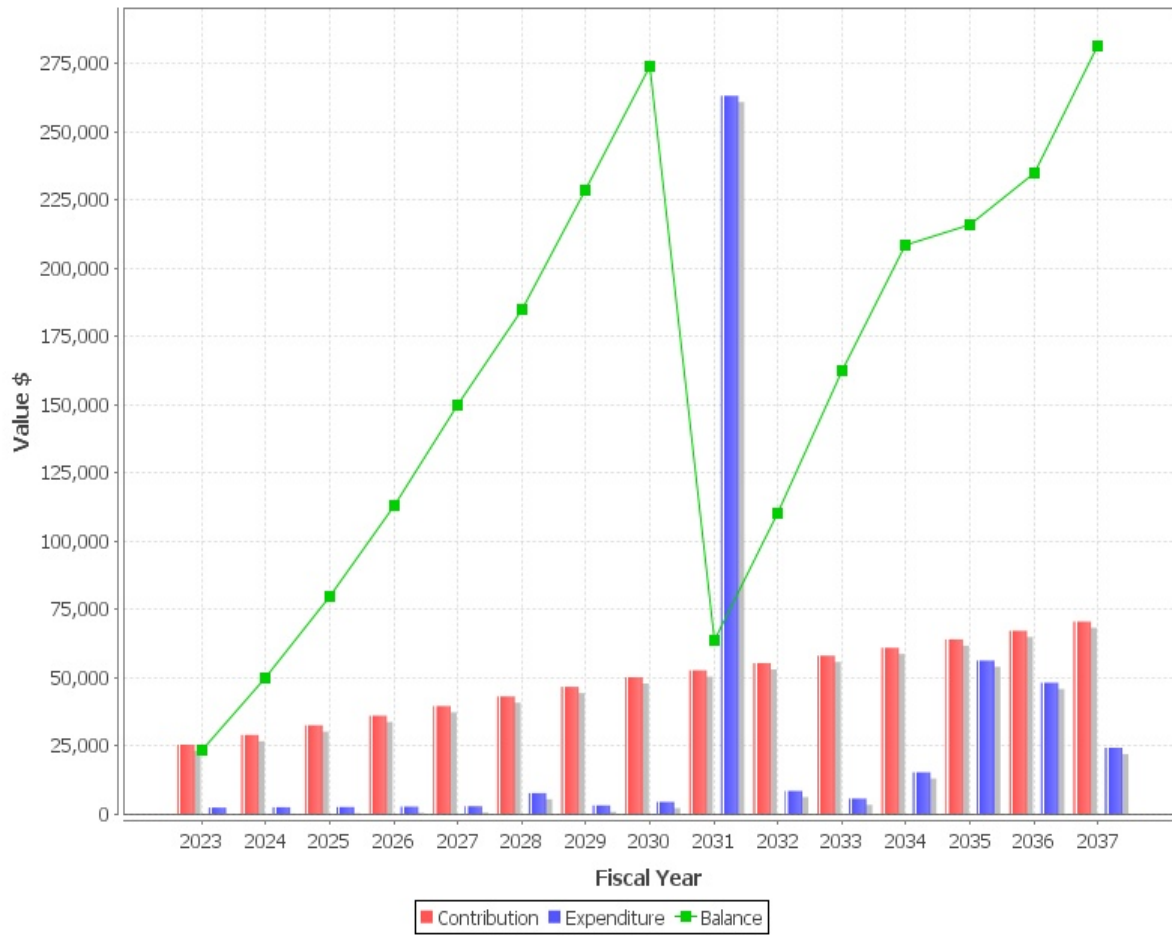
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	10/11/2023	\$0	\$25,387	\$2.54	\$2,300	\$23,087
2	10/11/2024	\$23,087	\$28,914	\$2.89	\$2,415	\$49,586
3	10/11/2025	\$49,586	\$32,441	\$3.24	\$2,536	\$79,491
4	10/11/2026	\$79,491	\$35,968	\$3.60	\$2,663	\$112,797
5	10/11/2027	\$112,797	\$39,495	\$3.95	\$2,796	\$149,496
6	10/11/2028	\$149,496	\$43,022	\$4.30	\$7,653	\$184,865
7	10/11/2029	\$184,865	\$46,549	\$4.65	\$3,082	\$228,332
8	10/11/2030	\$228,332	\$50,076	\$5.01	\$4,406	\$274,002
9	10/11/2031	\$274,002	\$52,580	\$5.26	\$263,070	\$63,511
10	10/11/2032	\$63,511	\$55,209	\$5.52	\$8,442	\$110,278
11	10/11/2033	\$110,278	\$57,969	\$5.80	\$5,628	\$162,620
12	10/11/2034	\$162,620	\$60,868	\$6.09	\$15,233	\$208,254
13	10/11/2035	\$208,254	\$63,911	\$6.39	\$56,193	\$215,972
14	10/11/2036	\$215,972	\$67,107	\$6.71	\$48,042	\$235,036
15	10/11/2037	\$235,036	\$70,462	\$7.05	\$24,175	\$281,323

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

November 2023		Expense
		Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,300
<u>Total Forecast Expenditure for year - November 2023 (Inc GST):</u>		<u>\$2,300</u>
Includes GST amount of :		\$209
November 2024		Expense
		Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,415
<u>Total Forecast Expenditure for year - November 2024 (Inc GST):</u>		<u>\$2,415</u>
Includes GST amount of :		\$220
November 2025		Expense
		Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,536
<u>Total Forecast Expenditure for year - November 2025 (Inc GST):</u>		<u>\$2,536</u>
Includes GST amount of :		\$231
November 2026		Expense
		Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,663
<u>Total Forecast Expenditure for year - November 2026 (Inc GST):</u>		<u>\$2,663</u>
Includes GST amount of :		\$242

November 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,796
<u>Total Forecast Expenditure for year - November 2027 (Inc GST):</u>		<u>\$2,796</u>
Includes GST amount of :		\$254
November 2028		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,935
DRIVEWAY		
- Repaint line marking		\$4,717
<u>Total Forecast Expenditure for year - November 2028 (Inc GST):</u>		<u>\$7,653</u>
Includes GST amount of :		\$696
November 2029		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,082
<u>Total Forecast Expenditure for year - November 2029 (Inc GST):</u>		<u>\$3,082</u>
Includes GST amount of :		\$280
November 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,236
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior common lighting		\$1,170

<u>Total Forecast Expenditure for year - November 2030 (Inc GST):</u>	<u>\$4,406</u>
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Includes GST amount of :	\$401
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November 2031	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings	\$192,318
- Repaint downpipes	\$3,532
- Repaint soffits	\$4,607
- Scaffold/access equip allowance	\$43,173
- Repaint door face	\$12,287
- Capital Replacement - General	\$3,398

EXTERNAL WORKS INCL BIN ENCLOSURE

- Repaint door face	\$683
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FENCING

- Repaint boundary walls/fencing	\$3,072
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<u>Total Forecast Expenditure for year - November 2031 (Inc GST):</u>	<u>\$263,070</u>
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Includes GST amount of :	\$23,915
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November 2032	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$3,568
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DRIVEWAY

- Maintain carports	\$3,584
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$1,290
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<u>Total Forecast Expenditure for year - November 2032 (Inc GST):</u>	<u>\$8,442</u>
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Includes GST amount of : \$767

November 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General \$3,746

EXTERNAL WORKS INCL BIN ENCLOSURE

- Replace bin lifter \$1,881

Total Forecast Expenditure for year - November 2033 (Inc GST): \$5,628

Includes GST amount of : \$512

November 2034	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General \$3,934

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting \$1,422

ROOF

- Maintain metal roof fixings/flashings \$9,877

Total Forecast Expenditure for year - November 2034 (Inc GST): \$15,233

Includes GST amount of : \$1,385

November 2035	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General \$4,130

DRIVEWAY

- Repaint line marking \$6,637

EXTERNAL WORKS INCL BIN ENCLOSURE

- Maintain common pipework \$5,600

ROOF

- Provision to replace guttering/downpipes in 29 years (partial accrual)	\$39,825
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<u>Total Forecast Expenditure for year - November 2035 (Inc GST):</u>	<u>\$56,193</u>
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Includes GST amount of :	\$5,108
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November 2036	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$4,337
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DRIVEWAY

- Maintain driveway 2% of total	\$14,331
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- Provision to replace individual garage doors in 34 years (partial accrual)	\$14,026
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EXTERNAL WORKS INCL BIN ENCLOSURE

- Ongoing partial maintenance of pathways 5% of total	\$4,764
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FENCING

- Provision to replace cyclone/mesh fencing in 34 years (partial accrual)	\$2,265
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FURNITURE & FITTINGS

- Maintain signage	\$4,356
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- Provision to replace mail boxes in 26 years (partial accrual)	\$2,396
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- Ongoing partial replacement of exterior common lighting	\$1,568
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<u>Total Forecast Expenditure for year - November 2036 (Inc GST):</u>	<u>\$48,042</u>
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Includes GST amount of :	\$4,367
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November 2037	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$4,554
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DRIVEWAY

- Maintain carports \$4,574

EXTERNAL WORKS INCL BIN ENCLOSURE

- Replace external door/frame \$1,601

FENCING

- Provision to replace colorbond fencing in 39 years (partial
accrual) \$13,447

Total Forecast Expenditure for year - November 2037 (Inc
GST): \$24,175

Includes GST amount of : \$2,198

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint buildings	\$112,700	2031	10									192318						
- Repaint downpipes	\$2,070	2031	10									3532						
- Repaint soffits	\$2,700	2031	10									4607						
- Scaffold/access equip allowance	\$25,300	2031	10									43173						
- Repaint door face	\$7,200	2031	10									12287						
- Capital Replacement - General	\$1,991	2023	0	2300	2415	2536	2663	2796	2935	3082	3236	3398	3568	3746	3934	4130	4337	4554
DRIVEWAY																		
- Maintain driveway 2% of total	\$6,580	2036	4														14331	
- Provision to replace individual garage doors in 34 years (partial accrual)	\$6,440	2036	5														14026	
- Repaint line marking	\$3,200	2028	7						4717							6637		
- Maintain carports	\$2,000	2032	5										3584					4574
EXTERNAL WORKS INCL BIN ENCLOSURE																		
- Maintain common pipework	\$2,700	2035	5													5600		
- Ongoing partial maintenance of pathways 5% of total	\$2,188	2036	4														4764	
- Repaint door face	\$400	2031	10									683						
- Replace external door/frame	\$700	2037	16															1601
- Replace bin lifter	\$1,000	2033	12											1881				
FENCING																		
- Provision to replace cyclone/mesh fencing in 34 years (partial accrual)	\$1,040	2036	5														2265	
- Provision to replace colorbond fencing in 39 years (partial accrual)	\$5,880	2037	6															13447

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Repaint boundary walls/fencing	\$1,800	2031	10									3072						
FURNITURE & FITTINGS																		
- Maintain signage	\$2,000	2036	15														4356	
- Provision to replace mail boxes in 26 years (partial accrual)	\$1,100	2036	3														2396	
- Ongoing partial replacement of exterior common lighting	\$720	2030	2								1170		1290		1422		1568	
ROOF																		
- Provision to replace guttering/downpipes in 29 years (partial accrual)	\$19,200	2035	4														39825	
- Maintain metal roof fixings/flashings	\$5,000	2034	6												9877			
Total				2300	2415	2536	2663	2796	7653	3082	4406	263070	8442	5628	15233	56193	48042	24175
Includes GST amount of				209	220	231	242	254	696	280	401	23915	767	512	1385	5108	4367	2198

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint buildings	\$112,700	2031	10	17441	35755	54984	75174	96374	118634	142007	166549	192318	24906	51057	78516	107348	137621	169408
- Repaint downpipes	\$2,070	2031	10	320	657	1010	1381	1770	2179	2608	3059	3532	457	938	1442	1971	2527	3111
- Repaint soffits	\$2,700	2031	10	418	857	1317	1801	2309	2842	3402	3990	4607	597	1223	1881	2571	3297	4058
- Scaffold/access equip allowance	\$25,300	2031	10	3915	8026	12343	16876	21635	26632	31879	37388	43173	5591	11462	17626	24098	30894	38030
- Repaint door face	\$7,200	2031	10	1114	2284	3513	4803	6157	7579	9073	10641	12287	1591	3262	5016	6858	8792	10823
- Capital Replacement - General	\$1,991	2023	0	2300	2415	2536	2663	2796	2935	3082	3236	3398	3568	3746	3934	4130	4337	4554
DRIVEWAY																		
- Maintain driveway 2% of total	\$6,580	2036	4	731	1499	2305	3152	4040	4974	5954	6983	8063	9197	10388	11639	12952	14331	4041
- Provision to replace individual garage doors in 34 years (partial accrual)	\$6,440	2036	5	716	1467	2256	3085	3954	4868	5827	6834	7891	9002	10167	11391	12677	14026	3240
- Repaint line marking	\$3,200	2028	7	693	1422	2186	2989	3832	4717	815	1671	2570	3513	4504	5545	6637	1147	2351
- Maintain carports	\$2,000	2032	5	285	584	898	1228	1574	1938	2320	2721	3142	3584	828	1697	2610	3568	4574
EXTERNAL WORKS INCL BIN ENCLOSURE																		
- Replace bin enclosure roller doors in 29 years	\$2,800	2051	30	203	417	641	877	1124	1384	1656	1942	2243	2558	2890	3238	3603	3987	4389
- Maintain common pipework	\$2,700	2035	5	316	648	997	1363	1747	2150	2574	3019	3486	3977	4492	5032	5600	1293	2652
- Ongoing partial maintenance of pathways 5% of total	\$2,188	2036	4	243	498	766	1048	1343	1653	1979	2321	2680	3057	3453	3869	4306	4764	1343
- Repaint door face	\$400	2031	10	62	127	195	267	342	421	504	591	683	88	181	279	381	489	601
- Replace external door/frame	\$700	2037	16	74	152	234	320	410	505	604	708	818	933	1054	1181	1314	1454	1601
- Replace bin lifter	\$1,000	2033	12	132	271	417	571	732	901	1078	1264	1460	1665	1881	212	435	669	915

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
FENCING																		
- Provision to replace cyclone/mesh fencing in 34 years (partial accrual)	\$1,040	2036	5	116	237	364	498	639	786	941	1104	1274	1454	1642	1840	2047	2265	523
- Provision to replace colorbond fencing in 39 years (partial accrual)	\$5,880	2037	6	623	1277	1965	2686	3443	4239	5074	5951	6871	7838	8853	9919	11038	12213	13447
- Repaint boundary walls/fencing	\$1,800	2031	10	279	571	878	1201	1539	1895	2268	2660	3072	398	815	1254	1714	2198	2706
FURNITURE & FITTINGS																		
- Maintain signage	\$2,000	2036	15	222	456	701	958	1228	1512	1810	2122	2451	2796	3158	3538	3937	4356	420
- Provision to replace mail boxes in 26 years (partial accrual)	\$1,100	2036	3	122	251	385	527	676	832	995	1167	1348	1538	1737	1946	2165	2396	880
- Ongoing partial replacement of exterior common lighting	\$720	2030	2	123	251	386	528	677	833	998	1170	629	1290	694	1422	765	1568	843
ROOF																		
- Provision to replace guttering/downpipes in 29 years (partial accrual)	\$19,200	2035	4	2248	4609	7088	9691	12424	15293	18306	21470	24792	28280	31942	35787	39825	11231	23024
- Maintain metal roof fixings/flashings	\$5,000	2034	6	621	1272	1956	2675	3429	4221	5052	5925	6842	7805	8816	9877	1946	3989	6135
TOTAL ACCRUALS				31017	63588	97785	133699	171398	206271	247724	290080	76560	117241	163556	202848	204736	225369	279493

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

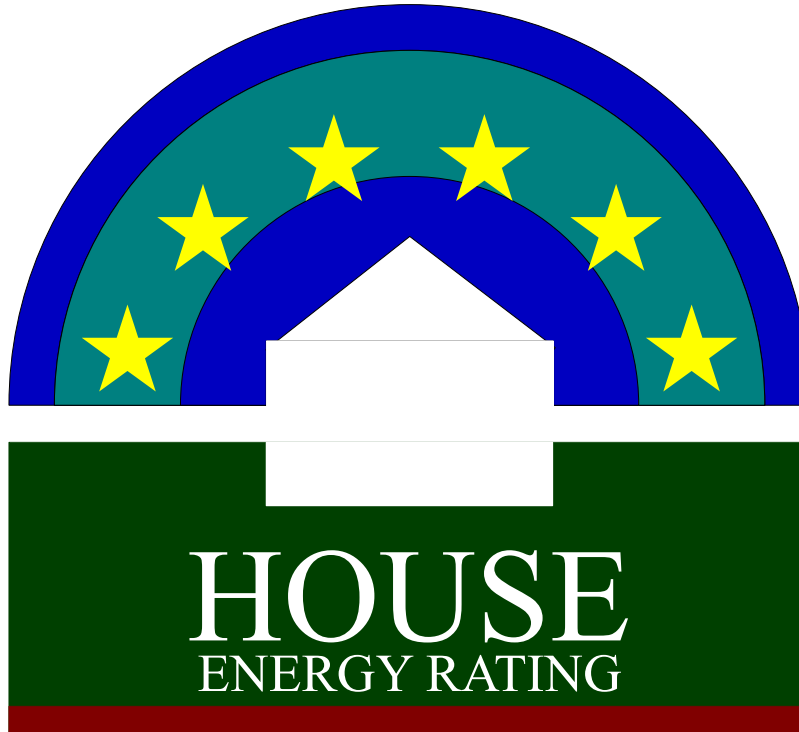
- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.



Energy Efficiency Report



FirstRate Report

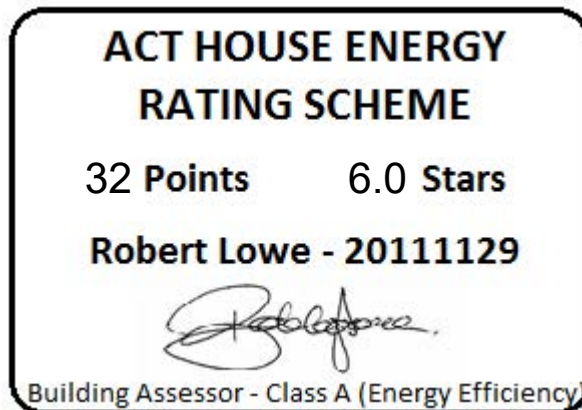


YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 32 POINTS**

Name: Avellaneda & Deonarain **Ref No:** 68555

House Title: Unit 40 Block 2 Section 66 STRATHNAIRN **Date:** 02-03-2026

Address: 40/14 Grace Munro Cres, Strathnairn ACT 2615



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	32											
Potential	38											

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	32	★★★★★★
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Largest windows in the dwelling;

Direction : West

Area : 9 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. West	32	★★★★★★
2. North West	35	★★★★★★
3. North	43	★★★★★★
4. North East	42	★★★★★★
5. East	38	★★★★★★
6. South East	35	★★★★★★
7. South	36	★★★★★★
8. South West	32	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 40 Block 2 Section 66 STRATHNAIRN, 40/14 Grace Munro Cres, Strathnairn ACT 2615

Assessor's Name:

Net Conditioned Floor Area: 78.1 m²

				Points		
Feature				Winter	Summer	Total
CEILING				13	0	13
Surface Area:	6	Insulation:	9			
WALL				-1	-1	-2
Surface Area:	-5	Insulation:	5	Mass:	-3	
FLOOR				7	2	10
Surface Area:	3	Insulation:	-6	Mass:	12	
AIR LEAKAGE (Percentage of score shown for each element)				6	0	5
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	42 %			
Exhaust Fans	27 %	Doors	15 %			
Down Lights	0 %	Gaps (around frames)	16 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				-1	-2	-2
Winter Gain	1	Winter Loss	-2			
WINDOWS				3	-17	-13
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	3	4%	-5	7	-2	1
W	9	12%	-16	17	-15	-14
Total	12	16%	-21	24	-17	-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 3 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			28	-18	32*

* includes 21 points from Area Adjustment

Detailed House Data

House Details

ClientName Avellaneda & Deonarain
HouseTitle Unit 40 Block 2 Section 66 STRATHNAIRN
StreetAddress 40/14 Grace Munro Cres, Strathnairn ACT
Postcode 2615
FileCreated 02-03-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	43.0m ²
2	Timber	NA	Yes	No	No	Carp	R0.0	38.0m ²
3	Timber	NA	Yes	No	No	Tiles	R0.0	4.0m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	18.8m	2.4m
2	Framed: FC Sheet Clad	Yes	R2.0	10.8m	2.4m
3	Framed: FC Sheet Clad	Yes	R2.0	10.6m	2.4m
4	Framed: FC Sheet Clad	No	R2.0	6.6m	2.4m
5	Framed: FC Sheet Clad	No	R2.0	12.0m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R5.0	43.0m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	W	2.1m	2.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	W	1.2m	2.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	E	1.2m	2.4m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
No shaded windows											

Sky Light Details

<u>ID</u>	<u>Dir</u>	<u>Tilt</u>	<u>Type</u>	<u>Shade</u>	<u>Utility</u>	<u>Width</u>	<u>Length</u>
1	N	0 degrees	Double Clear	No	No	0.9m	0.9m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
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	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Adrian Avellaneda & Varshana Deonarain
40/14 Grace Munro Cres
STRATHNAIRN ACT 2615
AUSTRALIA

Invoice Date
24 Feb 2026

Invoice Number
INV-68555

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: 9 Mar 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)