

Schedule

Land	The unexpired term of the Lease	Unit 93	UP No. 16075	Block 13	Section 51	Division/District Lyneham
	and known as 404/100 De Burgh Street, Lyneham ACT 2602					
Seller	Full name	William Ross Montgomery				
	ACN/ABN					
	Address	404/100 De Burgh Street, Lyneham, ACT 2602				
Seller Solicitor	Firm	WMG Legal				
	Email	office@wmglegal.com.au				
	Phone	(02) 6253 9766	Ref CM:21853			
	DX/Address	PO Box 3, Gungahlin ACT 2912				
Stakeholder	Name	Hive Property (act) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	tom@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Wiggins			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input 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 type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input 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.				
Goods	Description	All Fixed Floor Coverings, Light Fittings and Window Treatment 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 type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Potential residential land?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Buyer required to make a withholding payment?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input type="checkbox"/> Yes

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:
 - Affecting Interests** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;
 - Adaptable Housing Dwelling** has the meaning in the Sale of Residential Property Act;
 - Agent** has the meaning in the Sale of Residential Property Act;
 - ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
 - Balance of the Price** means the Price less the Deposit;
 - Breach of Covenant** means:
 - a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
 - a breach of the Building and Development Provision;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction. Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 93 UP No. 16075
Block 13 Section 51 Lyneham
404/100 De Burgh Street, Lyneham ACT
2602

SPECIAL CONDITIONS

1. REQUIRED DOCUMENTS

- 1.1 The Buyer acknowledges it has had the opportunity to make its own enquiries and obtain its own advice regarding the matters contained in the Required Documents.
- 1.2 The Buyer certifies it has received the Required Documents.
- 1.3 The Buyer agrees not to:
- (a) Raise any objection or requisition;
 - (b) Make any claim for compensation or damages;
 - (c) Delay completion; or
 - (d) Rescind or terminate this Contract.

As a result of anything disclosed in the Required Documents except in accordance with the Buyer's rights under the Sale of Residential Property Act.

In this clause the term "Required Documents" means the documents attached to this Contract as set out on page 2 of this Contract.

- 1.4 The Buyer acknowledges that the Buyer has inspected the improvements and is purchasing them in their present state of repair and condition and other than as prescribed in the *Civil Law (Sale of Residential Property) Act 2003*.
- 1.5 The Buyer may make no objection, requisition or claim for compensation in respect of the state of repair or condition of the improvements. In particular, the Buyer acknowledges that the provision of remote controls to any appliance or garage door motor does not constitute a representation as to the working condition or otherwise of those appliances/motors or those remote controls.

2. INCONSISTENCIES

If there is any inconsistency between these Special Conditions and the Printed Terms numbered 1 to 53 (or as otherwise amended), the provisions of these Special Conditions shall prevail.

3. KEYS

The Seller will supply all keys in the Seller's possession or control in respect of the Property to the Buyer on Completion. The Buyer will make no objection, requisition or claim for compensation whatsoever in relation to any keys in respect of the Property.

4. DEATH OR INCAPACITY

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

5. AMENDMENT TO THE PRINTED TERMS

The ACT Law Society blue pages (pages 3-21) "The Printed Terms" are amended as follows:

- a) Clause 26.2.4 is deleted and replaced with the following clause:
"26.2.4 by sending via email to the Buyer or the Buyer Solicitor (a notice is taken to have been received at the time the email was sent); or"
- b) The words "...the date 7 days after ..." is deleted from Clause 22.1.2

6. DEPOSIT BOND

- 6.1 In this Contract, the word 'Bond' means the Deposit Protect Bond issued to the Seller at the request of the Buyer, a copy of which is annexed hereto.
- 6.2 Subject to Special Condition 6.3 below, the delivery of the Bond upon or before the making of this Contract, to the Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.
- 6.3 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 issue of the Bond under the Bond, the Buyer must immediately pay the Deposit (or so much of it as has not been paid) to the Stakeholder.
- 6.4 The Seller acknowledges that payment by the issuer of the Bond under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay part of the Deposit under Clause 6.3 above.
- 6.5 If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Bond, in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of the essence of this Contract and, if the Buyer fails to do so, the Seller may terminate this Contract and Clause 2.1 of the Printed Terms shall apply as if the Buyer had failed to pay the Deposit.
- 6.6 If the issuer of the Bond is placed under external administration of any nature before the Completion Date, the Buyer must, within twenty-four (24) hours, secure the Deposit referred to in the Schedule to the Seller by either:
- (a) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
 - (b) Payment of the Deposit in accordance with Clause 2.1.
- 6.7 This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

7. BUYER'S WARRANTY & INDEMNITY

- 7.1 The Buyer warrants that it has not been introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent and indemnifies the Seller against any claim or demand for commission arising from a breach of this warranty.
- 7.2 This Special Condition shall survive Completion, Termination or Rescission of this Contract.

8. ELECTRONIC TRANSACTION

- 8.1 If the Parties agree that this Contract is to be an electronic transaction, then the following will apply;

- (a) Each Party consents to:
 - (i) The electronic signing of this Contract; and
 - (ii) The electronic exchange of this Contract.

- (b) The Parties warrant that:
 - (i) The electronically signed and exchanged Contract; and
 - (ii) If reasonably required by any party, a printout of the Contract which has been electronically signed and exchanged;

Is sufficient evidence of:

- (iii) The Parties' intention to enter into and be bound by the Contract;
- (iv) The Parties' consent to conducting this Contract electronically; and
- (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

- (c) The Parties acknowledge and agree that:
 - (i) This special condition does not diminish the obligations of the Parties to:
 - i. Provide the transfer and other documents or instruments on paper signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - ii. Sign and duly attest, in accordance with Civil Law (Property) Act 2006 (ACT);
 - (ii) Documents, pursuant to a power of attorney; and
 - (iii) Deeds generally; and

The Parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

9. DIRECTOR'S GUARANTEE

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract in the form attached as Annexure B.

10. CAVEAT

The Buyer may not (for any reason) lodge a caveat for registration in respect of the Property on or prior to Completion.

Annexure B

Director's Guarantee

I/we, (name of Director/s)

of (address).....

.....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:
 - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) 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:
 - (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - (c) 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.

Dated this _____ day of _____ 201_____ .

Signed by

in the presence of:

Signature of witness

Signature

Full name of witness

Capacity

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

11. SHUTDOWN PERIOD – ACT

11.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 11 has the meaning given to it in this clause.

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.

11.2 Shutdown Period

In this clause 11 **Shutdown Period** means any day:

(a) When any of the following is closed:

- (i) The ACT Law Society
- (ii) The bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
- (iii) The bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
- (iv) The place of business of the Seller's Solicitor;
- (v) The place of business of the Buyer's solicitor;
- (vi) The ACT Land Titles Office; or
- (vii) The ACT Revenue Office,

In accordance with any direction by a Government Department or Authority or company policy; or

(b) When the Buyer or the Seller is not able to attend any of the places of business listed in clause 11.2(a) 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.

11.3 Notice of Closure

(a) Either party to this Contract may invoke clause 11 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.

(b) Either party may notify the other party of the end of the Shutdown Period.

(c) 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.

11.4 Completion extended

In the event that, 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.

11.5 Extension of the Notice to Complete

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

11.6 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.

11.7 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.

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Lyneham Section 51 Block 13 on Deposited Plan 16014 with 176 units on Unit Plan 16075

Unit 93 (Class A) entitlement 62 of 10000, 3 subsidiaries

Lease commenced on 15/11/2023, terminating on 13/09/2122

Proprietor

WILLIAM ROSS MONTGOMERY

21 ISBISTER STREET, MACGREGOR ACT 2615

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

S.298 Planning and Development Act 2007: Compliance/Completion Cert Issued

Easements

Subject To Easement In Units Plan

Subject To Easement Created By 3274487

Registered Date	Dealing Number	Description
12/12/2023	3284118	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
202037894	Development Application	23/11/2020	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/11/2022

Description

AMENDMENT TO DA202037894-S144B - PROPOSAL FOR TWO, NINE STOREY MULTI-UNIT RESIDENTIAL



Product	Title Details
Date/Time	19/02/2026 04:00PM
Customer Reference	21853
Order ID	20260219001668
Cost	\$35.00

DEVELOPMENT. Amendment to development application for Construction of 415 residential apartments, three levels of basement car parking, landscaping. which is still under consideration - the amendment comprises of reduced building scale, units and car parking with revised apartment layout and facade, revised communal areas and landscaping, additional rooftop garden and increase in lift lobbies. Subdivision of the site to allow for a future stratum subdivision of stage 3 and 4. Full description in supporting. documents

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
202241267	Development Application	14/02/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	15/04/2024

Description

BLOCK 13,14,15 SECTION 51 (FORMALLY KNOWN AS BLOCK 12 SECTION 51) -PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND COMMERCIAL ACCOMMODATION - construction of 9-storey mixed use development for Stage 4 Northbourne Village precinct comprising of three commercial tenancies on the ground floor, 156 rooms for commercial accommodation use on the floors above, construction of new driveways, verge crossings, signage, landscaping and associated works.

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Lyneham Section 51 Block 13 on Deposited Plan 16014 with 176 units on Unit Plan 16075

Lease commenced on 15/11/2023, terminating on 13/09/2122

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 16,075

Vantage Strata PO Box 919 Dickson ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

S. 20 Unit Titles Act 2001 - Subject to a Staged Development Approval: Released By 3305521

Easements

Subject To Easement In Units Plan

Subject To Easement Created By 3274487

Registered Date	Dealing Number	Description
04/01/2024	3287604	Application to Note Special Resolution - Refer Instrument
09/02/2026	3435840	Application to Note Special Resolution - Refer Instrument

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
202037894	Development Application	23/11/2020	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/11/2022



Product	Title Details
Date/Time	20/02/2026 06:40AM
Customer Reference	21853
Order ID	20260220000005
Cost	\$0.00

Description

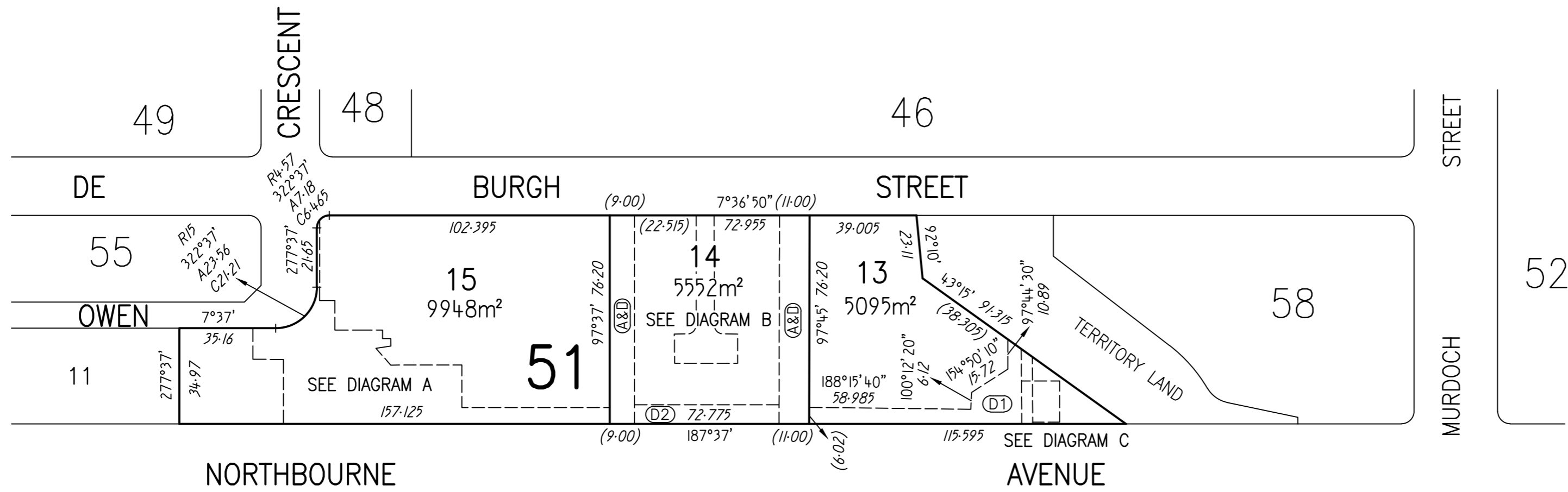
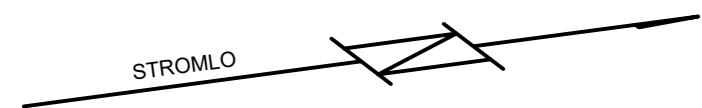
AMENDMENT TO DA202037894-S144B - PROPOSAL FOR TWO, NINE STOREY MULTI-UNIT RESIDENTIAL DEVELOPMENT. Amendment to development application for Construction of 415 residential apartments, three levels of basement car parking, landscaping, which is still under consideration - the amendment comprises of reduced building scale, units and car parking with revised apartment layout and facade, revised communal areas and landscaping, additional rooftop garden and increase in lift lobbies. Subdivision of the site to allow for a future stratum subdivision of stage 3 and 4. Full description in supporting documents

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
202241267	Development Application	14/02/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	15/04/2024

Description

BLOCK 13,14,15 SECTION 51 (FORMALLY KNOWN AS BLOCK 12 SECTION 51) -PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND COMMERCIAL ACCOMMODATION - construction of 9-storey mixed use development for Stage 4 Northbourne Village precinct comprising of three commercial tenancies on the ground floor, 156 rooms for commercial accommodation use on the floors above, construction of new driveways, verge crossings, signage, landscaping and associated works.



DIVISION OF DICKSON

DEPOSITED PLAN

16014/1

TITLE INFORMATION

AMENDS DP11645

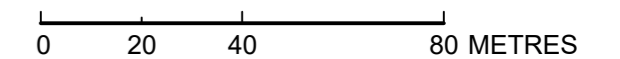
X PLAN X22634

PLAN OF

BLOCKS 13-15 SECTION 51
BEING A SUBDIVISION OF
BLOCK 2 SECTION 115

DIVISION : LYNEHAM
DISTRICT : CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 1500



I, Michael Roy Stapleton of Lovell Property Consulting registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 10/02/2023

M. Stapleton

SURVEYORS REFERENCE: 22249

Date 13/09/2023

I certify that this plan has been examined in accordance with the Districts Act 2002

[Signature]

13/9/2023

Surveyor-General of the ACT

Date

LEGEND AND NOTES

Subject Boundary	_____
Adjoining Boundary	_____
Easement	-----
Division Boundary	-----
Structures	major minor

- PROPOSED WATER SUPPLY SERVICE EASEMENT 4 WIDE
- PROPOSED DRAINAGE EASEMENT VARIABLE WIDTH
- PROPOSED DRAINAGE SERVICE EASEMENT 7 WIDE
- PROPOSED DRAINAGE SERVICE EASEMENT VARIABLE WIDTH
- PROPOSED ACCESS AND DRAINAGE SERVICE EASEMENT
- PROPOSED ACCESS, SEWERAGE AND DRAINAGE EASEMENT VARIABLE WIDTH
- PROPOSED WATER SUPPLY AND DRAINAGE SERVICE EASEMENT 4 WIDE

Deposited in the office of the Registrar of Titles at Canberra

In the Australian Capital Territory at

11:11 am, 25/09/2023

Approved

David Pryce

Registrar-General



Registrar of Titles

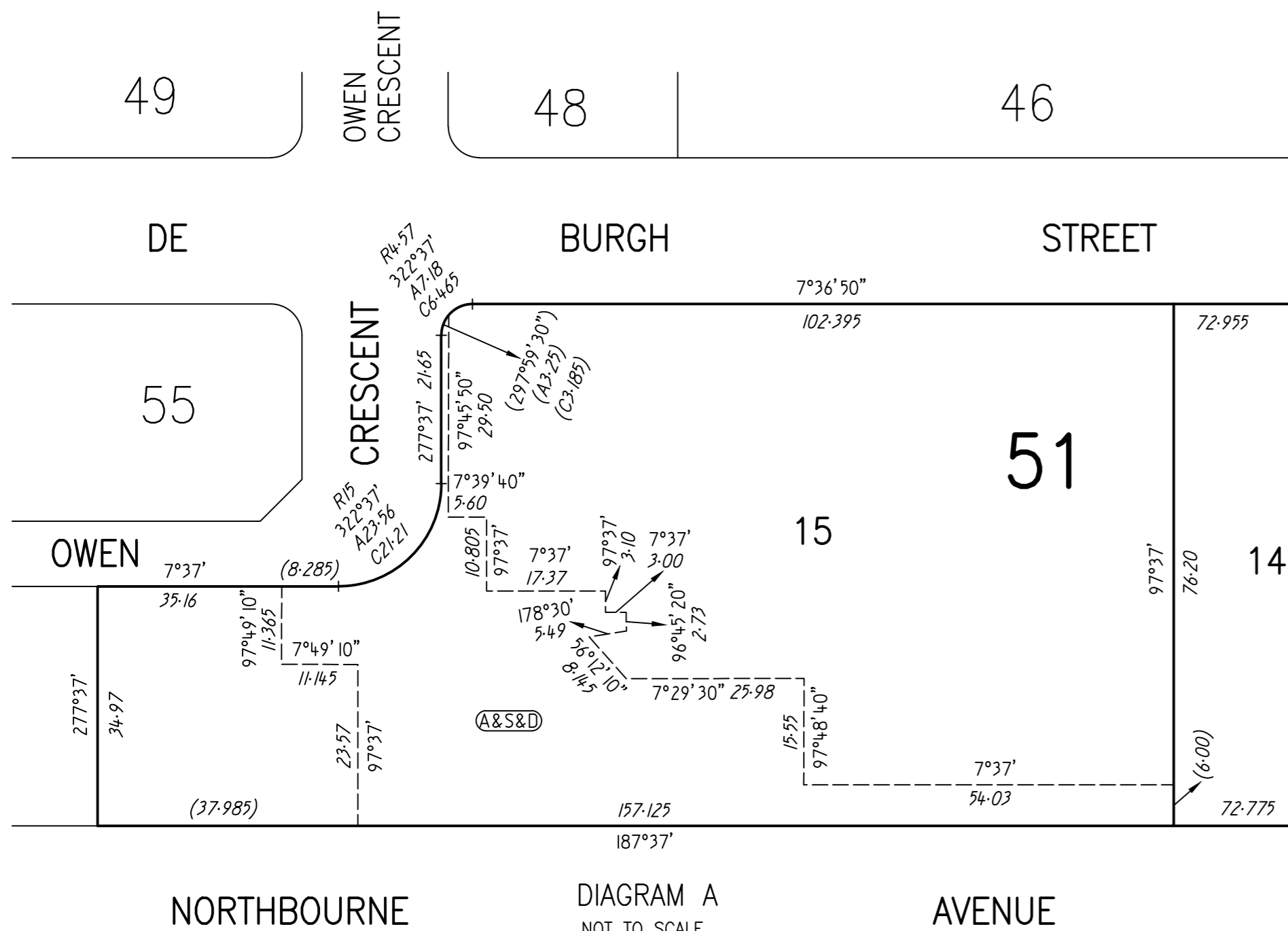


DIAGRAM A
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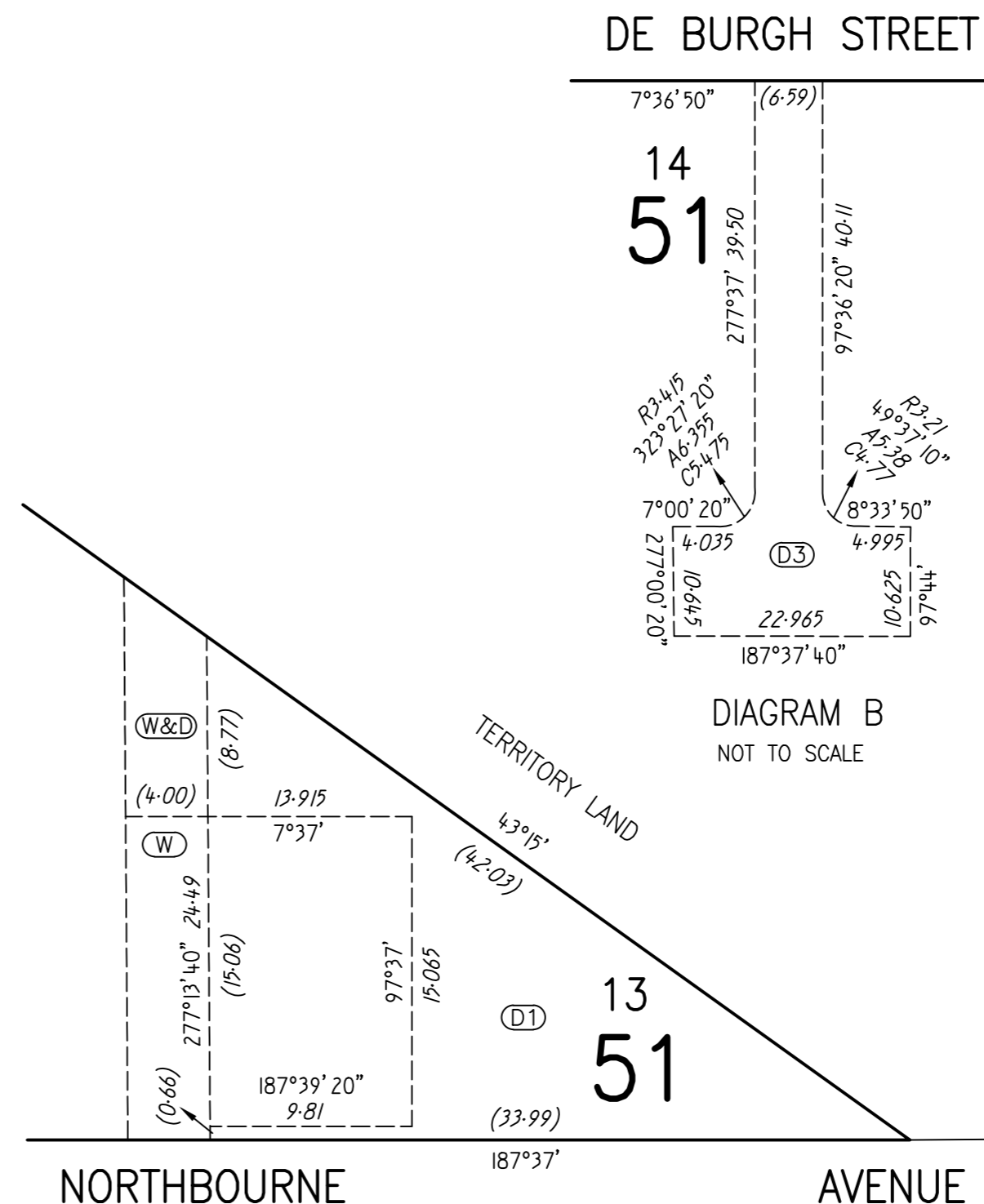


DIAGRAM B
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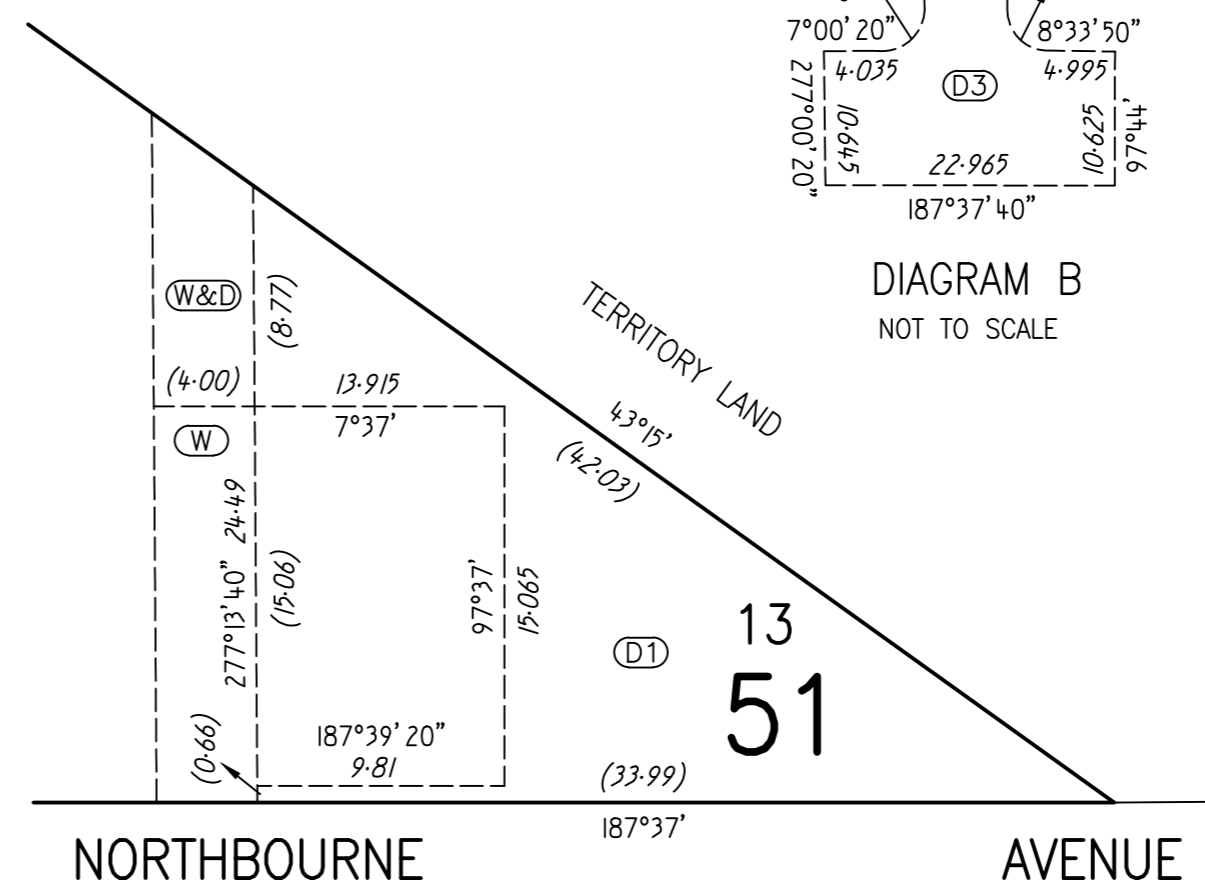
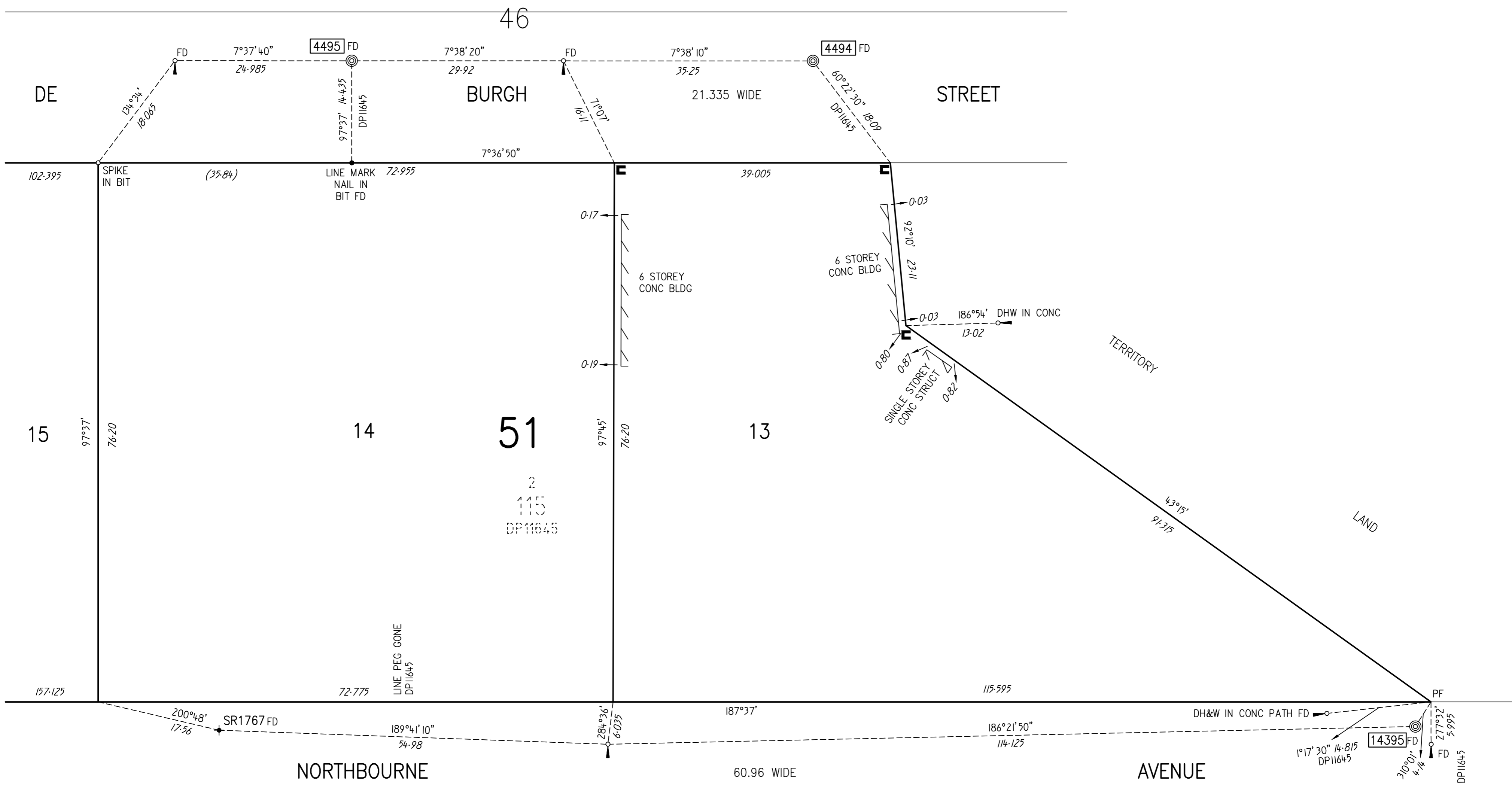
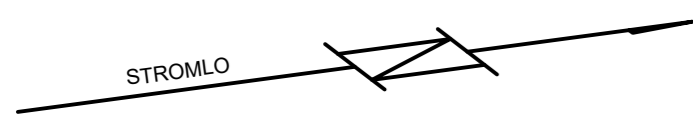
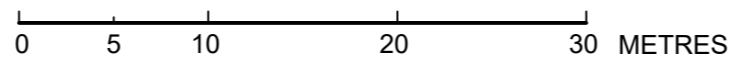


DIAGRAM C
NOT TO SCALE



SCALE 1:400





Access Canberra



SR3287604

11/12/2023 12:53:48 Bui H

LAND TITLES
ACT
DIRECTORATE

3287604

SPECIAL RESOLUTION BY OWNERS CORPORATION


094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
Capital Settlement Services	gerry@settlementservices.com.au	GRADY	0418 662 109

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3018: 575	UNEHAM	51	13	16075

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
HOUSE RULES	15 November 2023

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


CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.
 *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
 *The Certifier has retained the evidence to support this Registry Instrument or Document.
 *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By: *Cara Grady*
 <Name of certifying party>
 <Capacity of certifying party> *strata manager*
 for: <Company name> *Grady Strata and Facilities*
 on behalf of the Registered Proprietor/Managing Agent

WITNESSES: *[Signature]*
HEATH ELLEN



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	04/01/2024



**INAUGURAL GENERAL MEETING MINUTES
'The Sullivan'
UNITS PLAN 16075
BLOCK 13, SECTION 51, LYNEHAM, ACT, 2602**

HELD: Grady Strata & Facilities Offices
G2/65 Canberra Avenue, Griffith, ACT, 2604
2:00pm on 15 November 2023.

PRESENT: Michael Prendergast representing Alumuna Property Pty Ltd 'the Developer'.
Michael Grady representing Grady Strata & Facilities Pty Ltd.

CHAIRPERSON: Michael Prendergast was elected Chairperson for the meeting.

QUORUM: A quorum was declared and the meeting proceeded under normal circumstances.

ITEMS OF BUSINESS:

PURPOSE OF MEETING

The Developer advised the meeting that the development situated at Block 13, Section 51, LYNEHAM consisting of 176 Lots was registered at Access Canberra as Units Plan 16075 on 15 November 2023.

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act) via this meeting.

INSURANCE OF PROPERTY

Motion 1: "That the Owners Corporation RESOLVE to arrange insurances in accordance with Section 100 of the Act, and that an insurance contract has been entered in to for the purposes of insuring the development as follows:

Building	\$50,000,000
Common Contents	\$500,000
Loss of Rent	\$7,500,000
Public Liability	\$30,000,000
Fidelity Guarantee	\$250,000
Voluntary Workers	\$200,000
Office Bearers	\$5,000,000
Machinery	\$100,000
Catastrophe	\$7,500,000
Workers Comp	Insured

Motion Carried by Unanimous Resolution

INSURANCE FUNDING

Motion 2: "That the Owners Corporation RESOLVE in accordance with Section 70 of the Act that insurance premium funding may be arranged by the managing agent for the purposes of payment of insurance for the 12 month period."

Motion Carried by Unanimous Resolution

INSURANCE VALUATION

Motion 3: "That the Owners Corporation RESOLVE to obtain an insurance valuation from an appropriately qualified valuer for the purposes of ensuring the building is insured for its full replacement value. To the extent necessary, the Executive Committee are authorized to amend the insured amount of the property in accordance with this valuation."

The meeting noted that the initial sum insured has been derived from the original cost of construction including professional fees, however does not presently include any demolition costs or escalations since original contracts were signed.

Motion Carried by Unanimous Resolution

SINKING FUND PLAN

Motion 4: "That the Owners Corporation RESOLVE to obtain a Sinking Fund Forecast from an appropriately qualified consultant the purposes of ensuring compliance with Sections 82 and 84 of the Act."

The meeting noted that the first Sinking Fund Plan will be arranged by the Managing Agent for consideration of owners at the first Annual General Meeting to be held within 15 months of the Inaugural General Meeting.

Motion Carried by Unanimous Resolution

APPOINTMENT OF MANAGING AGENT

Motion 5: "That the Owners Corporation RESOLVE to enter into a written management agreement for strata management services appointing Grady Strata & Facilities Pty Ltd as follows:

- a. *Grady Strata ("Agent") be appointed as strata managing agent of Units Plan 16075 for a period of two (2) years commencing 16 November 2023.*
- b. *The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and any delegations contained therein;*
- c. *The delegations are subject to the conditions and limitations set out in the Agreement; and*
- d. *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting".*

Motion Carried by Unanimous Resolution

APPOINTMENT OF BUILDING MANAGER

Motion 6: "That the Owners Corporation RESOLVE to enter in to a written agreement for the services of an on-site building manager, appointing Grady Strata & Facilities Ptd Ltd as follows:

- a. Grady Strata be appointed as on-site building managers for Units Plan 16075 for a period of two (2) years commencing 16 November 2023.*
- b. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment.*
- c. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting".*

Motion Carried by Unanimous Resolution

BANK ACCOUNT

Motion 7: "That the Owners Corporation RESOLVE to open a bank account in the name of Units Plan 16075 with Macquarie Bank to be operated by the Managing Agent. The Managing Agent is authorized to open and close accounts at its discretion, provided that the opening and closing of accounts is necessary to ensure the ongoing successful management of the Owners Corporation."

Motion Carried by Unanimous Resolution

UNITS PLANS, TITLES & CERTIFICATE OF COMPLIANCE

Motion 8: "That the Owners Corporation RESOLVE to lodge the original Units Plan, Certificate of Title for the Common Property and Certificates of Compliance (where applicable) with the Land Titles Office for safe keeping, unless members resolve otherwise at a future General Meeting."

Motion Carried by Unanimous Resolution

ADOPTION OF RULES

Motion 9: "That the Owners Corporation RESOLVE to adopt the Rules as tabled at the meeting and attached to these minutes."

Motion Carried by Unanimous Resolution

ENTRY OF SERVICE CONTRACTS

Motion 10: "That the Owners Corporation RESOLVE, for the purposes of Section 60 of the Act, to authorize the Executive Committee to enter in to service contracts for a period of up to 3 years should these service contracts be deemed by the Executive Committee to appropriate for the needs of the Owners Corporation day-to-day functions"

Motion Carried by Unanimous Resolution

FORMING OF EXECUTIVE COMMITTEE & FIRST GENERAL MEETING

The meeting noted that in accordance with Section 39 of the Act, that all members of the Owners Corporation are Executive Committee Members until a General Meeting is held to appoint the first Executive Committee. The meeting agreed to hold a General Meeting within 3 months of this meeting to appoint an Executive Committee in accordance with the terms outlined under Section 39 of the Act.

Motion Carried by Unanimous Resolution

DEVELOPER RECORDS

The meeting noted that in accordance with Section 3.4 of the Act, the developer has provided the following documentation to the Managing Agent for safe-keeping on behalf of the Owners Corporation:

- a. the statutory books and records of the corporation, up to the date of the meeting;
- b. any insurance policy issued in the name of the corporation;
- c. any plans, specifications, diagrams or drawings that relate to the design or service of the units or common property of the units plan, including the development approval and any condition to which the approval is subject;
- d. the developer's maintenance schedule for the common property;
- e. a copy of any contract entered into by the corporation that relate to the common property of the units plan;
- f. any warranty that relates to the common property of the units plan;
- g. the corporation's seal (if any);
- h. any other document that relates to the units or common property of the units plan.

ELECTRONIC MEETING ATTENDANCE

Motion 11: "That the Owners Corporation RESOLVE in accordance with Schedule 3, Part 3.1 of the Unit Titles (Management) Act 2011 that attendance at any General Meeting may occur electronically if approved by the Executive Committee."

Motion Carried by Unanimous Resolution

BUDGET

Motion 12: "That the Owners Corporation RESOLVE to adopt an Administrative Fund Budget of \$478,870.00 + GST for the period of 15 November 2023 to 14 November 2024 and that a contribution be determined to the Administrative Fund equal to the sum of the budget to be contributed by Owners in accordance with their unit entitlements via four (4) instalments to fall due on 15 November 2023, 15 February 2024, 15 May 2024 and 15 August 2024."

The meeting noted that the draft Administrative Budget provided alongside sales contracts is an estimate of costs required to run the building, that the budget is not limited in expenditure for any one line item and that costs are flexible in their application over the course of the budget year. Should the initial envisaged scope rise above what was budgeted for any particular contract in the first year, this may increase costs applicable to that line item and required additional funds to be raised.

The meeting noted that an increase in costs should be expected in the second year of the Owners Corporations existence, both due to increased maintenance costs over time and the need to raise a Sinking Fund contribution in accordance with the Sinking Fund Plan agreed to be developed under Motion 4 of this meeting and required under legislation.

Motion Carried by Unanimous Resolution

REGISTERED ADDRESS

Motion 13: "That the Owners Corporation RESOLVE to amend the mailing address for the Owners Corporation with any required authority to PO Box 3197, Manuka, ACT, 2604, being the mailing address of the managing agent."

Motion Carried by Unanimous Resolution

SPECIAL PRIVILEGES – DEVELOPER ACCESS

Motion 14: "That the Owners Corporation RESOLVE to grant the Developer a Special Privilege in accordance with Section 22 of the Act, for the purposes of:

- 1. Erecting temporary signage on the Common Property during business hours for the purposes of selling any remaining unsold units.*
- 2. Providing access to staff of the developer, builder or their sub-contractors for the purposes of fulfilling any warranty obligations with respect to Common Property.*

Motion Carried by Unanimous Resolution

NOISE GENERATION – COMPLETION OF 'BACHELOR FLATS' FIT-OUT

Motion 15: "That the Owners Corporation RESOLVE in accordance with Rule 10 of the Owners Corporation Rules that the developer and builder be authorized to make noise within Lots 170-176 and their surrounds for the purposes of completion of works to these units and their general surrounds between the hours of 7am and 5pm Monday to Saturday."

Motion Carried by Unanimous Resolution

EMBEDDED ELECTRICITY & WATER

Motion 16: "That the Owners Corporation RESOLVE to enter in to a contract for a period of 2 years commencing 15 November 2023 with Origin Energy for the supply of embedded electricity and gas."

Motion Carried by Unanimous Resolution

Meeting Closure

There being no other business, the meeting was called to a close at 3:00pm.



Unit Plan 16075 - Rules

Note The owners corporation may amend the rules under s 108 of the Unit Titles (Management) Act 2011

1 Definitions—default rules

1. In these rules:

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the owners corporation by special Resolution; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

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.

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.

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.

8 Hazardous use of unit

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

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.

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.

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.

12 What may an executive committee representative do?

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

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

13 Executive committee membership

1. For the executive committee to function appropriately, all committee members must be committed to undertake their responsibility in an active/participatory manner. Further to Section 39 of the Unit Titles (Management) Act 2011:
 - (a) An owner may be appointed to the executive committee to fill a casual vacancy on the executive committee by a unanimously supported motion of the current executive committee.
 - (b) An executive committee office holder may be removed from holding office by a unanimously supported motion of the remaining members where said officer holder has failed to comply with their responsibilities outlined under sections 40-43 of the Unit Titles (Management) Act 2011.

14 Seal of owners corporation

- (a) For the attaching of the seal of the owners corporation to a document to be effective—
 - (a) the seal must be attached by decision of the executive committee; and
Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).
 - (b) the seal must be attached in the presence of 2 executive members; and
 - (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.
2. The seal may be attached to certificates under Section 119 of the Unit Titles

(Management) Act 2011 by the Managing Agent of the Owners' Corporation without following the procedure in paragraphs (a) to (c) of this Rule.

3. The seal may be attached to service contracts for a period of less than 3 years by the Managing Agent of the Owners' Corporation without following the procedure in paragraphs (a) to (c) of this Rule.

15 Legal fees

Legal fees incurred by the Owners' Corporation as a result of an owner being found to have infringed these Rules, the owner shall be liable to pay to the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation on a solicitor and client basis in undertaking legal action against the owner.

16 Air conditioning

1. Owners will be responsible for the replacement, repair and maintenance of their own air conditioning system that services that unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property
2. The Owners' Corporation will be responsible for the replacement, repair and maintenance and electricity usage of air-conditioning units servicing common property.
3. Owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimize noise disturbance to other residents.
4. To the extent necessary all Owners are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable them to comply with Rule 16.

17 Protection of lift interiors and common property walls

1. The owner, occupier or user of any unit must ensure that the building manager or managing agent is notified two full working days before removalist activity is undertaken. The Owners' Corporation provides protection of lift interiors by way of internal coverings that the building manager will erect to facilitate removal activities into or out of units and through the common property ("a removal").
2. Any damage sustained to the common property, including damage to walls, paint work, tiles or glass where such damage is caused by an owner, occupier or user (or their agent or contractor) of a unit, will be repaired at the cost of the respective owner.

18 Balconies

1. At all times an owner, occupier or user of a unit must keep their balconies in a neat and tidy condition. Further, a balcony must not be used:
 - (a) To hang or dry laundry such that it may be visible by the public (i.e. from the street) or from adjoining properties; and,
 - (b) As an overflow storage area for household items, stacked boxes or furnishings (excluding furnishings and equipment specifically for use on balconies and patios).

2. Plants and shrubs that are placed on balconies should be kept watered, neat and tidy at all times.
3. An owner, occupier or user of a unit must not permit any object or substance to be thrown from the balcony.
4. Cleaning of balcony surfaces and external windows should only utilise non-toxic water based cleaning agents and only be conducted on days with little or no wind.

19 Window Treatments

1. The owner, occupier or user of a unit must seek permission from the executive committee prior to the installation of window treatments.
2. Curtains and blinds should be plain in style and have a neutral white exterior facing finish. Where a film treatment is considered the executive committee will provide permission only where treatments are:
 - (a) plain and neutral in style and colour;
 - (b) non-reflective;
 - (c) fixed within the unit;
3. The owner, occupier or user of a unit is not to fit any awnings on the facade of the building or any other common property.

20 Car parking

1. All car spaces within the building are private subsidiaries allocated to individual unit owners. Subject to Rule 19 below, allocated spaces are not available for public and/or visitor parking. Further:
 - (a) Allocated spaces are for vehicles only, including passenger cars, trailers, motor cycles, scooters and bicycles and are not to be used as permanent storage for any other items;
 - (b) All vehicles must be parked wholly within the allocated spaces and are not to protrude into common property or another subsidiary space.
 - (c) Any oil spills or fluid leaks must be removed within a reasonable time frame;
 - (d) All vehicles should be in a serviceable condition.
 - (e) Allocated spaces are not to be marked with anything other than its associated unit (street address) without prior permission of the executive committee.
2. All other areas outside allocated subsidiaries within the 2 levels of car parking are common property. No parking will be permitted on these areas without prior approval from the executive committee, managing agent or building manager.
 - (a) Cars are not to be washed within in the car park.
 - (b) The car park speed limit is 5 km/h.
 - (c) Pedestrians have right of way at all times.
3. Bikes may be stored in the storage cage on Basement 2.
4. To allow intermittent cleaning of the car park the owner, occupier or user of a unit must ensure that, where prior notification is provided, vehicles are removed from

the car park for the duration of the cleaning period.

5. The owners corporation accepts no responsibility for loss or damage to belongings left on common property, including the aforementioned Basement 1 (B1) and Basement 2 (B2).
6. The executive committee may remove from the building, without notice and at the owners expense, any vehicle on common property where said vehicle is deemed to be causing a nuisance, inhibiting access to another subsidiary or creating a safety hazard.

21 Signage and Advertising

1. All signage, whether temporary or permanent is prohibited from being placed within the common property, on the façade of the building, in windows or on balconies.
2. The executive committee of the owners' corporation may remove, without prior notification, all signage where the conditions in Rule 20(2) and 20(3) are not met.
3. The owner, occupier or user of a commercial unit will be responsible for the replacement, repair and maintenance of any temporary or permanent signs, notwithstanding the fact that the signs may be located on the common property.
4. To the extent necessary the owners of the commercial units are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable them to comply with Rule 20.

22 Storage cages

1. Each unit has an allocated storage space either in the basement, which are either enclosed by walls ("Enclosed Storage Space") or caged ("StorageCage").
2. The storage cages in the basement are not waterproofed. The owners' corporation will not be held responsible for any water damage sustained to the goods, chattels or other property of any owner, occupier or user of a unit, which is kept in a storage cage in the basement.
3. Except with the expressed permission of the owners' corporation, an owner, occupier or user of a unit must not use any garage entitlements that are not an enclosed storage space in the basement to store goods, chattels or other property, other than vehicles.
4. The owner, occupier or user of a unit must not store their goods, chattels or other property anywhere else in the basement other than in an enclosed storage space or in a storage cage located in the basement.

23 Garbage Chutes

1. A garbage chute is located on each residential floor. All garbage must be either disposed of through the chute (within bags) or taken down to the main residential waste room in the ground floor car park.
2. Large items, including, but not limited to: pizza boxes, umbrellas, cardboardboxes etc must not be placed in the chute as they may block it. The cost of unblocking the chute will be invoiced to the resident or tenant responsible.
3. Recycling must not be left in plastic bags as this will be treated as rubbish.

4. Dumping of whitegoods, electrical equipment, or furniture on any common property is not permitted. The units associated with the disposed items will be billed

24 Smoking

1. Smoking is not permitted in any common property areas including: foyers, lifts, fire escape stairwells and in front of any external entry door to the building.

25 Subleasing of Car Parks

1. An owner is to advise the managing agent of any car park subleases, including basic contact details of the 3rd party.
2. The managing agent will arrange for the building manager to modify security access control as appropriate for the respective security token (e.g. proxy card).

26 Fit Out and Renovation Activities

1. Where the owner of a unit intends to undertake a fit out or renovation, prior to the commencement of any works, that owner must:
 - (a) Provide a copy of all relevant documentation to the executive committee for approval.
 - (b) Seek the executive committee co-signature, as the party responsible for the building and all common property, on any ACT Development Application before its submission.
2. At the completion of any fit out or renovation, the owner must at their own expense:
 - (a) Advise the managing agent of completion and organise a time for review/inspection;
 - (b) Obtain and provide a copy to the managing agent of all relevant certification documentation; and,
 - (c) Update any building related documentation and plans (e.g. Fire plan).
3. Subject to rules 8 and 9, fit out and renovation activities likely to cause disturbance to other residents (e.g. hammer drilling, tile removal, plumbing) must be coordinated through the managing agent, who will advise of specific timings for said activities and organise notifications. The managing agent will only approve such activity during the following hours:
 - (a) 0900 – 1600 Monday to Friday
 - (b) 1000 - 1400 Saturday
 - (c) Nil – Sundays and public holidays
4. If activity is required to be undertaken outside those times noted above it shall be considered on a case by case basis by the executive committee, who will take into consideration the requirements for the work to be completed, any justification for the work needing to be done outside the hours specified above, and the likely impact on other owners and residents.
5. Any fit out or renovation activity requiring a disruption of any building service, including electricity, hot and cold water, sewage, air-conditioning, elevators, data, TV or garbage, must be coordinated through the managing agent. The managing agent will advise of specific timings for said activities, organise access to, required

building services and place appropriate notifications. Further:

- (a) All service disruption activities are to take place within 1000 - 1600 on working weekdays.
 - (b) Notification must be provided and approval gained at least 72 hours prior to the intended activity.
 - (c) All works must be undertaken by an appropriately qualified and/or licenced/accredited trades person.
6. Only in exceptional circumstances and with the prior permission of the executive committee will any disruption activity be considered outside the timings stipulated in 26(3)(a).
 7. With the exception of an emergency, where a trades person has without approval or notification disrupted or damaged a building service, the executive committee may remove that individual's right to access and conduct any future works on all building services and common property.

27 Window breakage and insurance excess liability

1. Notwithstanding that the owners corporation is responsible for the general maintenance and repair of the building, the Owner, Occupier or User of a residential unit will be responsible for the cost of any insurance excess incurred due to the replacement of broken glazing where said glazing is accessible only from the associated unit.
2. This rule does not apply where there is specific evidence that can attribute responsibility to the owners corporation, an external source (e.g. extreme weather), or is claimable on the building insurance policy (including above any applicable excess on the policy).

28 Maintenance of Plumbing Assets

- (1) Owners are responsible for the maintenance of tempering valves and hot water flow meters located within their apartments. Maintenance of these items must be undertaken every 12 months, or as otherwise required by the manufacturer.
- (2) Any units with plumbed-in fridges must ensure these connections are secure and maintained on a regular basis to ensure they remain water-tight, and liquid does not escape and damage other units or the Common Property.
- (3) Owners and Occupiers must ensure that they do not dispose of any items in their sewerage outlets (downpipes, drains, toilets) that may cause a blockage within the sewerage system. Such items include but are not limited to: oil, fat and sanitary items (excluding toilet paper).

29 Maintenance of Fire Suppression Assets

- (1) Owners are responsible to ensure their in-unit smoke alarms are maintained in accordance with any relevant Australian Standards.
- (2) The Owners Corporation will ensure that all Common Property fire suppression

assets are maintained in accordance with the relevant Australian Standards.

30 Easements

(1) The Owners Corporation acknowledges the following existing Easements and agrees to ensure these easements are maintained:

- a. Easement Dealing 3274487 – Easement for Access to Property



Access Canberra.

Chief Minister



SR\$3435840

03/02/2026 11:17:43 Spen A

LAND TITLES

ACCESS CANBERRA

3435840

094 - SR

LOGGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Vantage Strata	adminsupport@vantagestrata.com.au	530000602	02 61719700

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3018:575	Lynham	51	13	16075

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
UP 16075	16/12/2025

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 checked="" type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable
Applicant

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

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

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

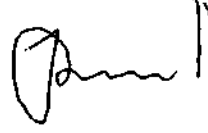
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By: - Carmel Maree Fischer
Senior Admin Manager



for: Vantage Strata Pty Ltd

Witnessed By: Jessica Purcell
Receptionist



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		Registration Date	LMT - 09/02/2026

VOI Sighted X.....¹.....

Change of Name by

Authority to Deal letter

ASIC[✓].....

Category 1

Signed by 

Date 28 JAN 2026



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3018:575	Lynham	51	13	0	

ANNEXURE TO (insert dealing type)

TOTAL NUMBER OF PAGES IN ANNEXURE

094-SR / 039-CA

17

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)

UP 16075

VANTAGE STRATA

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF 16075

The Sullivan

349 – 355 Northbourne Avenue & 100 De Burgh Street, LYNEHAM, ACT, 2602

VENUE: Vantage Strata Office

DATE: 16th December 2025

TIME: 05:00 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Owner Name
1	Owner - John Arthur Hogbin	John Arthur Hogbin
25	Owner - Grace Elise Spencer	Grace Elise Spencer
29	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
51	Owner - Allana Mariah Mickle	Allana Mariah Mickle
63	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
71	Owner - Zhangcheng Qiang	Zhangcheng Qiang
78	Owner - Andrew James Carter	Andrew James Carter & Weilian Carter
88	Owner - Andrew Robert Oliver	Andrew Robert Oliver
100	Owner - Dianne Gbel	Dianne Gbel
126	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
135	Owner - Robyn Gail Bittner	Robyn Gail Bittner
138	Owner - Joshua Malcolm Wenham	Joshua Malcolm Wenham
140	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
142	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
155	Owner - Kristel Charrise Marie Robertson	Kristel Charrise Marie Robertson



167	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
172	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
173	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
176	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd

APOLOGIES:

Nil

PROXIES:

Lot	Attendee	Owner Name
29	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
63	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
126	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
140	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
142	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
167	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
172	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
173	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
176	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd

ABSENTEE VOTES:

Nil

ADDITIONAL ATTENDEES:

Name	Description
C Miller	Vantage Strata
E Alexander	Vantage Strata
J Carroll-Fajarda	Strata Manager - Vantage Strata
	Vantage Strata



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

SECRETARIAL NOTE:

Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

It was **resolved** that A Mickle (Lot 51) be appointed as the chairperson of the meeting.

The following absentee votes and proxies are listed above:

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary resolution

It was **resolved** that the minutes of the previous General Meeting held on the 11th of December 2024 be confirmed.

MOTION CARRIED



3. INSURANCE

Special resolution

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

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

NO DISSENT NOTED

MOTION CARRIED

4. INSURANCE CLAIMS (New or Outstanding)

It was noted that the Owners Corporation acknowledged all new and outstanding insurance claims as outlined in the agenda pack.

5. AUDITED FINANCIALS (Adoption)

Ordinary resolution

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 31/10/2025.

MOTION CARRIED

6. AUDITED FINANCIALS

Ordinary resolution

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

MOTION CARRIED

7. INVESTMENT OF FUNDS - ACT

Special resolution

It was **resolved** that the Owners Corporation by special resolution authorise the Executive Committee to invest surplus funds from the administrative fund and sinking fund into interest bearing investments; specifically, term deposits and at-call accounts, as considered appropriate.

NO DISSENT NOTED

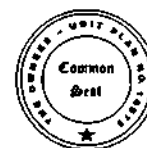
MOTION CARRIED

8. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Administration Fund expenditure budget of \$642,679.41 including GST for the period 01/11/2025 to 31/10/2026 be adopted.

MOTION CARRIED



9. ADMIN FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$642,679.41 including GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 1st January 2026, 1st March 2026, 1st June 2026 & 1st September 2026.

MOTION CARRIED

Secretarial note:

Vantage Strata confirmed that its system automatically applies a 30-day grace period for levy payments before any late fees or recovery actions are triggered. In addition, owners experiencing difficulty may request payment plans through Vantage Strata.

The meeting agreed to extend the grace period for the January installment as a courtesy, ensuring no penalties for delayed payment during the holiday season. Owners are encouraged to pay promptly, if possible, to maintain cash flow for the Owners Corporation, but those requiring additional time will not be penalised.



10. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Sinking Fund expenditure budget of \$40,453.60 including GST, for the period 01/11/2025 to 31/10/2026 be adopted.

MOTION CARRIED

11. SINKING FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution of \$244,555.30 including GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 01/11/2025 to 31/10/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 1st January 2026, 1st March 2026, 1st June 2026 & 1st September 2026.

MOTION CARRIED

12. GARAGE INTERCOM SYSTEM

Special resolution

It was **resolved** that the Owners – Units Plan 16075 approve an expenditure limit of \$22,000 including GST for the installation of an intercom system at the Garage Door Entrance on De Burgh Street, with the aim of enhancing security in the basement area. The works are to be carried out by a suitably qualified and insured contractor, with the final scope of works and contractor selection to be confirmed by the Executive Committee. Furthermore, the Owners – Units Plan 16075 resolves to strike an additional levy of \$22,000 including GST on a unit entitlement basis to fall due on 1st January 2026, 1st March 2026, 1st June 2026 & 1st September 2026.

MOTION CARRIED

13. STRATA MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry or mutual termination of the current agreement, appointing Vantage Strata as follows:

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

MOTION CARRIED

14. BUILDING MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On Site Building Management Agreement, on expiry or mutual termination of the current agreement, appointing Vantage Strata as follows:

- a) That Vantage Strata be appointed as the Manager for On Site Building Management Services, for a period of 3 years.
- b) That Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.



MOTION CARRIED

15. DELEGATIONS AND APPOINTMENTS

It was noted that the Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation as outlined in the Strata Management Agreement.

16. COMMON PROPERTY SAFETY REPORT (Obtain)

Ordinary resolution

It was resolved that the Owners Corporation authorise the Executive Committee to: -

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

MOTION CARRIED

17. MAINTENANCE ISSUES

External Doors: Multiple external doors are not closing properly, creating a potential security risk. One door was noted as closing significantly slower than when first installed.

Loose Tiles: Tiles near the De Berg Street entrance are coming loose and require inspection and repair.

Basement Lighting: Lighting in Basement 2 (south side) was reported as very dim, raising safety concerns for residents accessing this area.

Action:

Members were reminded that maintenance concerns can be raised at any time—either during AGMs or through the Vantage Command Centre. Using the Command Centre provides visibility of progress updates and helps ensure timely action, but the AGM remains an appropriate forum for discussion of broader or unresolved issues. Vantage Strata will review the items raised and determine whether they fall under routine maintenance or potential defects requiring escalation to the developer.

18. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

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

MOTION CARRIED

19. MAINTENANCE PLAN (Review)

Ordinary resolution

It was resolved that the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.

MOTION CARRIED



20. MAINTENANCE PLAN (Obtain)

Ordinary resolution

It was resolved that the Owners Corporation authorise the Managing Agenda to appoint QIA Group Pty Ltd to prepare a maintenance plan as required under the Unit Titles (Management) Act 2011 for the cost of \$2,791.00 including GST for presentation and adoption at the next General Meeting.

MOTION CARRIED

21. RULE ADDITION - OUTDOOR SCREEN INSTALLATIONS

Special resolution

It was resolved that the Owners - Units Plan 14593 RESOLVE by SPECIAL RESOLUTION pursuant to sections 16, 35, 94 and 108 of the Units Titles (Management) Act 2011 to insert New Rule [31] as set out below:

Rule (31) Owners Corporation Rule on Fixed Outdoor Screen Installations

(a) **Objective:** To maintain the aesthetic appeal and uniformity of the unit block, any fixed screens installed on outdoor balconies or ground floor security fences must blend harmoniously with the overall design and adhere to a specified colour scheme.

(b) **Approved Screen Types:** All screens must be of high-quality materials that are durable and weather-resistant. Accepted materials include, but are not limited to:

- Powder-coated aluminium
- Treated wood
- Vinyl or composite materials
- Artificial (imitation) vine leaves, green in colour

(c) **Colour Scheme:** Screens must adhere to the following colour guidelines to ensure consistency across The Sullivan: Primary colours for screens must be grey, monument, charcoal, green, or other neutral tones. Specific shades of grey, green, or neutral colours must be approved by the Owners Corporation Executive Committee prior to installation.

(d) **Design and Appearance:** Screens must:

- Complement the architectural design of the building. Give the appearance of having been professionally fitted; cloth or mesh material that is loosely fitted and secured will not be approved.
- Be no higher than 30cm above the height of the original balcony or security fence.
- Be aesthetically pleasing and enhance the overall look of the property.

(e) **Installation Approval Process:** Owners must submit an application to the Owners Corporation Executive Committee detailing the proposed screen installation, including material, design, and colour specifications. The application must include a visual representation or sample of the screen. Installation can only proceed after receiving written approval from the Executive Committee.

(f) **Maintenance and Upkeep:** Owners are responsible for the maintenance and upkeep of the installed screens to ensure they remain in good condition and consistent with the approved specifications. Any damage or wear must be repaired promptly to maintain The Sullivan's aesthetic standards.

(g) **Non-Compliance:** Any screens installed without approval or that do not meet the specified guidelines must be removed or modified at the owner's expense. Failure to comply with these rules may result in penalties as determined by the Owners Corporation Executive Committee.

Secretarial Note: The motion was amended to include the word "fixed" as this distinction was not originally clear.

NO DISSENT NOTED

MOTION AMENDED AND CARRIED

22. ADOPTION OF RULES

Special resolution

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

a) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation as per the attached set of rules.

b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules.

NO DISSENT NOTED

MOTION CARRIED

23. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

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

The following Members were elected with no dissent noted:

John Hobgin (Lot 1)

Allana Mickle (Lot 51)

Zhangcheng Qiang (Lot 71)

Andrew Carter (Lot 78)

Dianne Gbel (Lot 100)

Robyn Bittner (Lot 135)

MOTION CARRIED



24. DEFECTS

Nil

25. FIRE SAFETY REVIEW

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

Annual Fire Safety Certificate

Dated: 18th November 2025

Prepared By: O'Neill & Brown Fire Services



26. GENERAL BUSINESS

Graffiti Issue

- **Background:** Graffiti on external walls has been identified as a significant concern for the building, impacting aesthetics, property value, and overall community perception. The matter was raised as a priority discussion item during the AGM.
- **Current Status:**
A member of the Owners Corporation (OC) reported ongoing challenges in obtaining quotes for graffiti removal. Two painting companies were approached, but both have delayed responses due to competing priorities with the nearby De Berg development. Despite persistent follow-ups, no formal quotes have been received to date.
- **Advice from Contractors:**
 - Traditional cleaning methods such as scrubbing or high-pressure washing are unlikely to remove the graffiti effectively because of the wall's porous surface.
 - The recommended approach is to **paint over the graffiti** and apply an **anti-graffiti coating**. This coating would make future graffiti easier to clean and reduce long-term maintenance costs.
- **Alternative Strategy – Landscaping:**
The member suggested a preventative measure: planting mature shrubs or trees to obscure the affected walls and deter graffiti. However, this area falls under ACT Government ownership, requiring their approval and cooperation.
To progress this option, the member has lodged a request through **Fix My Street**, the ACT Government's public maintenance platform.
- **Community Action Proposed:**
The member encouraged all owners to submit similar requests via Fix My Street to strengthen the case for government intervention. A coordinated effort would demonstrate strong community support and increase the likelihood of approval for landscaping works.
- **Next Steps:**
 1. Continue chasing quotes for repainting and anti-graffiti coating.
 2. Monitor responses from Fix My Street and escalate if necessary.
 3. Consider a dual approach: short-term painting solution combined with long-term landscaping strategy.
 4. Communicate progress updates to owners and encourage participation in lobbying efforts.

27. MEETING CLOSURE

There being no further business, the meeting was closed at **6:26pm**.



- (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.

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.

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.

8 Hazardous use of unit

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

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.

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.

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.



12 What may an executive committee representative do?

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

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

13 Executive committee membership

1. For the executive committee to function appropriately, all committee members must be committed to undertake their responsibility in an active/participatory manner. Further to Section 39 of the Unit Titles (Management) Act 2011:
 - (a) An owner may be appointed to the executive committee to fill a casual vacancy on the executive committee by a unanimously supported motion of the current executive committee.
 - (b) An executive committee office holder may be removed from holding office by a unanimously supported motion of the remaining members where said officer holder has failed to comply with their responsibilities outlined under sections 40-43 of the Unit Titles (Management) Act 2011.

14 Seal of owners corporation

- (a) For the attaching of the seal of the owners corporation to a document to be effective—
 - (a) the seal must be attached by decision of the executive committee; and
Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).
 - (b) the seal must be attached in the presence of 2 executive members; and
 - (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.
2. The seal may be attached to certificates under Section 119 of the Unit Titles



(Management) Act 2011 by the Managing Agent of the Owners' Corporation without following the procedure in paragraphs (a) to (c) of this Rule.

3. The seal may be attached to service contracts for a period of less than 3 years by the Managing Agent of the Owners' Corporation without following the procedure in paragraphs (a) to (c) of this Rule.

15 Legal fees

Legal fees incurred by the Owners' Corporation as a result of an owner being found to have infringed these Rules, the owner shall be liable to pay to the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation on a solicitor and client basis in undertaking legal action against the owner.

16 Air conditioning

1. Owners will be responsible for the replacement, repair and maintenance of their own air conditioning system that services that unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property
2. The Owners' Corporation will be responsible for the replacement, repair and maintenance and electricity usage of air-conditioning units servicing common property.
3. Owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimize noise disturbance to other residents.
4. To the extent necessary all Owners are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable them to comply with Rule 16.

17 Protection of lift interiors and common property walls

1. The owner, occupier or user of any unit must ensure that the building manager or managing agent is notified two full working days before removalist activity is undertaken. The Owners' Corporation provides protection of lift interiors by way of internal coverings that the building manager will erect to facilitate removal activities into or out of units and through the common property ("a removal").
2. Any damage sustained to the common property, including damage to walls, paint work, tiles or glass where such damage is caused by an owner, occupier or user (or their agent or contractor) of a unit, will be repaired at the cost of the respective owner.

18 Balconies

1. At all times an owner, occupier or user of a unit must keep their balconies in a neat and tidy condition. Further, a balcony must not be used:
 - (a) To hang or dry laundry such that it may be visible by the public (i.e. from the street) or from adjoining properties; and,
 - (b) As an overflow storage area for household items, stacked boxes or furnishings (excluding furnishings and equipment specifically for use on balconies and patios).



2. Plants and shrubs that are placed on balconies should be kept watered, neat and tidy at all times.
3. An owner, occupier or user of a unit must not permit any object or substance to be thrown from the balcony.
4. Cleaning of balcony surfaces and external windows should only utilise non-toxic water based cleaning agents and only be conducted on days with little or no wind.

19 Window Treatments

1. The owner, occupier or user of a unit must seek permission from the executive committee prior to the installation of window treatments.
2. Curtains and blinds should be plain in style and have a neutral white exterior facing finish. Where a film treatment is considered the executive committee will provide permission only where treatments are:
 - (a) plain and neutral in style and colour;
 - (b) non-reflective;
 - (c) fixed within the unit;
3. The owner, occupier or user of a unit is not to fit any awnings on the facade of the building or any other common property.

20 Car parking

1. All car spaces within the building are private subsidiaries allocated to individual unit owners. Subject to Rule 19 below, allocated spaces are not available for public and/or visitor parking. Further:
 - (a) Allocated spaces are for vehicles only, including passenger cars, trailers, motor cycles, scooters and bicycles and are not to be used as permanent storage for any other items;
 - (b) All vehicles must be parked wholly within the allocated spaces and are not to protrude into common property or another subsidiary space.
 - (c) Any oil spills or fluid leaks must be removed within a reasonable time frame;
 - (d) All vehicles should be in a serviceable condition.
 - (e) Allocated spaces are not to be marked with anything other than its associated unit (street address) without prior permission of the executive committee.
2. All other areas outside allocated subsidiaries within the 2 levels of car parking are common property. No parking will be permitted on these areas without prior approval from the executive committee, managing agent or building manager.
 - (a) Cars are not to be washed within in the car park.
 - (b) The car park speed limit is 5 km/h.
 - (c) Pedestrians have right of way at all times.
3. Bikes may be stored in the storage cage on Basement 2.
4. To allow intermittent cleaning of the car park the owner, occupier or user of a unit must ensure that, where prior notification is provided, vehicles are removed from



the car park for the duration of the cleaning period.

5. The owners corporation accepts no responsibility for loss or damage to belongings left on common property, including the aforementioned Basement 1 (B1) and Basement 2 (B2).
6. The executive committee may remove from the building, without notice and at the owners expense, any vehicle on common property where said vehicle is deemed to be causing a nuisance, inhibiting access to another subsidiary or creating a safety hazard.

21 Signage and Advertising

1. All signage, whether temporary or permanent is prohibited from being placed within the common property, on the façade of the building, in windows or on balconies.
2. The executive committee of the owners' corporation may remove, without prior notification, all signage where the conditions in Rule 20(2) and 20(3) are not met.
3. The owner, occupier or user of a commercial unit will be responsible for the replacement, repair and maintenance of any temporary or permanent signs, notwithstanding the fact that the signs may be located on the common property.
4. To the extent necessary the owners of the commercial units are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable them to comply with Rule 20.

22 Storage cages

1. Each unit has an allocated storage space either in the basement, which are either enclosed by walls ("Enclosed Storage Space") or caged ("StorageCage").
2. The storage cages in the basement are not waterproofed. The owners' corporation will not be held responsible for any water damage sustained to the goods, chattels or other property of any owner, occupier or user of a unit, which is kept in a storage cage in the basement.
3. Except with the expressed permission of the owners' corporation, an owner, occupier or user of a unit must not use any garage entitlements that are not an enclosed storage space in the basement to store goods, chattels or other property, other than vehicles.
4. The owner, occupier or user of a unit must not store their goods, chattels or other property anywhere else in the basement other than in an enclosed storage space or in a storage cage located in the basement.

23 Garbage Chutes

1. A garbage chute is located on each residential floor. All garbage must be either disposed of through the chute (within bags) or taken down to the main residential waste room in the ground floor car park.
2. Large items, including, but not limited to: pizza boxes, umbrellas, cardboardboxes etc must not be placed in the chute as they may block it. The cost of unblocking the chute will be invoiced to the resident or tenant responsible.
3. Recycling must not be left in plastic bags as this will be treated as rubbish.



4. Dumping of whitegoods, electrical equipment, or furniture on any common property is not permitted. The units associated with the disposed items will be billed

24 Smoking

1. Smoking is not permitted in any common property areas including: foyers, lifts, fire escape stairwells and in front of any external entry door to the building.

25 Subleasing of Car Parks

1. An owner is to advise the managing agent of any car park subleases, including basic contact details of the 3rd party.
2. The managing agent will arrange for the building manager to modify security access control as appropriate for the respective security token (e.g. proxy card).

26 Fit Out and Renovation Activities

1. Where the owner of a unit intends to undertake a fit out or renovation, prior to the commencement of any works, that owner must:
 - (a) Provide a copy of all relevant documentation to the executive committee for approval.
 - (b) Seek the executive committee co-signature, as the party responsible for the building and all common property, on any ACT Development Application before its submission.
2. At the completion of any fit out or renovation, the owner must at their own expense:
 - (a) Advise the managing agent of completion and organise a time for review/inspection;
 - (b) Obtain and provide a copy to the managing agent of all relevant certification documentation; and,
 - (c) Update any building related documentation and plans (e.g. Fire plan).
3. Subject to rules 8 and 9, fit out and renovation activities likely to cause disturbance to other residents (e.g. hammer drilling, tile removal, plumbing) must be coordinated through the managing agent, who will advise of specific timings for said activities and organise notifications. The managing agent will only approve such activity during the following hours:
 - (a) 0900 – 1600 Monday to Friday
 - (b) 1000 - 1400 Saturday
 - (c) Nil – Sundays and public holidays
4. If activity is required to be undertaken outside those times noted above it shall be considered on a case by case basis by the executive committee, who will take into consideration the requirements for the work to be completed, any justification for the work needing to be done outside the hours specified above, and the likely impact on other owners and residents.
5. Any fit out or renovation activity requiring a disruption of any building service, including electricity, hot and cold water, sewage, air-conditioning, elevators, data, TV or garbage, must be coordinated through the managing agent. The managing agent will advise of specific timings for said activities, organise access to ~~required~~



building services and place appropriate notifications. Further:

- (a) All service disruption activities are to take place within 1000 - 1600 on working weekdays.
 - (b) Notification must be provided and approval gained at least 72 hours prior to the intended activity.
 - (c) All works must be undertaken by an appropriately qualified and/or licenced/accredited trades person.
6. Only in exceptional circumstances and with the prior permission of the executive committee will any disruption activity be considered outside the timings stipulated in 26(3)(a).
 7. With the exception of an emergency, where a trades person has without approval or notification disrupted or damaged a building service, the executive committee may remove that individual's right to access and conduct any future works on all building services and common property.

27 Window breakage and insurance excess liability

1. Notwithstanding that the owners corporation is responsible for the general maintenance and repair of the building, the Owner, Occupier or User of a residential unit will be responsible for the cost of any insurance excess incurred due to the replacement of broken glazing where said glazing is accessible only from the associated unit.
2. This rule does not apply where there is specific evidence that can attribute responsibility to the owners corporation, an external source (e.g. extreme weather), or is claimable on the building insurance policy (including above any applicable excess on the policy).

28 Maintenance of Plumbing Assets

- (1) Owners are responsible for the maintenance of tempering valves and hot water flow meters located within their apartments. Maintenance of these items must be undertaken every 12 months, or as otherwise required by the manufacturer.
- (2) Any units with plumbed-in fridges must ensure these connections are secure and maintained on a regular basis to ensure they remain water-tight, and liquid does not escape and damage other units or the Common Property.
- (3) Owners and Occupiers must ensure that they do not dispose of any items in their sewerage outlets (downpipes, drains, toilets) that may cause a blockage within the sewerage system. Such items include but are not limited to: oil, fat and sanitary items (excluding toilet paper).

29 Maintenance of Fire Suppression Assets

- (1) Owners are responsible to ensure their in-unit smoke alarms are maintained in accordance with any relevant Australian Standards.
- (2) The Owners Corporation will ensure that all Common Property fire suppression



assets are maintained in accordance with the relevant Australian Standards.

30 Easements

(1) The Owners Corporation acknowledges the following existing Easements and agrees to ensure these easements are maintained:

- a. Easement Dealing 3274487 – Easement for Access to Property

31 Privacy Screens

Objective: To maintain the aesthetic appeal and uniformity of the unit block, any screens installed on outdoor balconies or ground floor security fences must blend harmoniously with the overall design and adhere to a specified colour scheme.

(b) **Approved Screen Types:** All screens must be of high-quality materials that are durable and weather-resistant. Accepted materials include, but are not limited to:

- Powder-coated aluminium
- Treated wood
- Vinyl or composite materials
- Artificial (imitation) vine leaves, green in colour

(d) **Colour Scheme:** Screens must adhere to the following colour guidelines to ensure consistency across The Sullivan: Primary colours for screens must be grey, monument, charcoal, green, or other neutral tones. Specific shades of grey, green, or neutral colours must be approved by the Owners Corporation Executive Committee prior to installation.

(d) **Design and Appearance:** Screens must:

- Complement the architectural design of the building. Give the appearance of having been professionally fitted; cloth or mesh material that is loosely fitted and secured will not be approved.
- Be no higher than 30cm above the height of the original balcony or security fence.
- Be aesthetically pleasing and enhance the overall look of the property.

(e) **Installation Approval Process:** Owners must submit an application to the Owners Corporation Executive Committee detailing the proposed screen installation, including material, design, and colour specifications. The application must include a visual representation or sample of the screen. Installation can only proceed after receiving written approval from the Executive Committee.

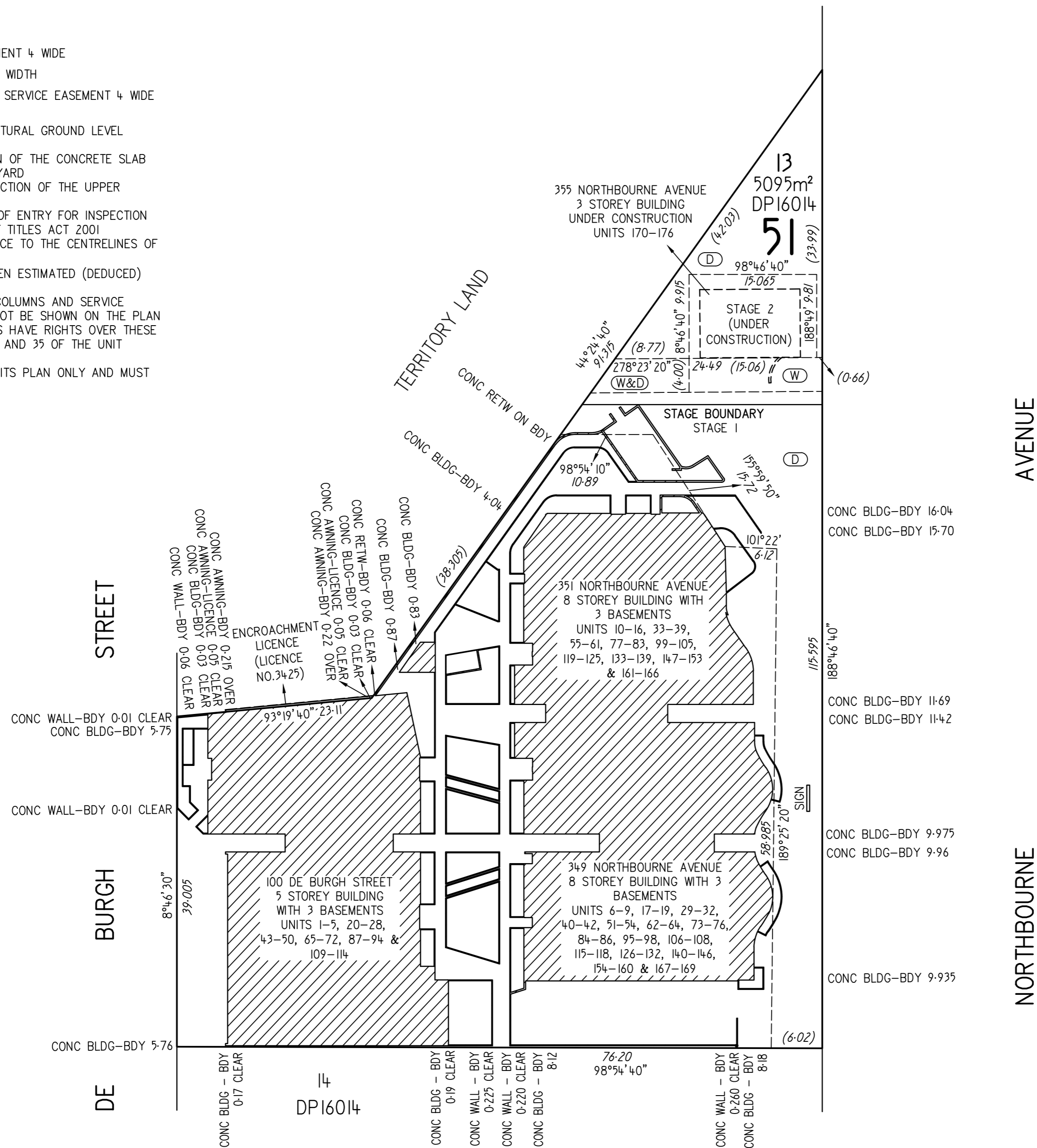
(f) **Maintenance and Upkeep:** Owners are responsible for the maintenance and upkeep of the installed screens to ensure they remain in good condition and consistent with the approved specifications. Any damage or wear must be repaired promptly to maintain The Sullivan's aesthetic standards.

(g) **Non-Compliance:** Any screens installed without approval or that do not meet the specified guidelines must be removed or modified at the owner's expense. Failure to comply with these rules may result in penalties as determined by the Owners Corporation Executive Committee.

NOTES:

- (W) DENOTES PROPOSED WATER SUPPLY SERVICE EASEMENT 4 WIDE
- (D) DENOTES PROPOSED DRAINAGE EASEMENT VARIABLE WIDTH
- (W&D) DENOTES PROPOSED WATER SUPPLY AND DRAINAGE SERVICE EASEMENT 4 WIDE

- OFFSETS TO PARCEL BOUNDARY ARE SHOWN AT NATURAL GROUND LEVEL UNLESS SPECIFIED OTHERWISE
- COURTYARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE COURTYARD
- COURTYARDS 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 WALLS, UNLESS NOTED OTHERWISE
- THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE THE UNIT AREA
- ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE 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 AND MUST NOT BE USED FOR ANY OTHER PURPOSE



LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 1 of 51
SITE PLAN
LAND DETAILS
Block 13
Section 51
Division LYNEHAM
Deposited Plan Number DP16014
Volume/Folio 3018:172
Class of Units (A or B) A

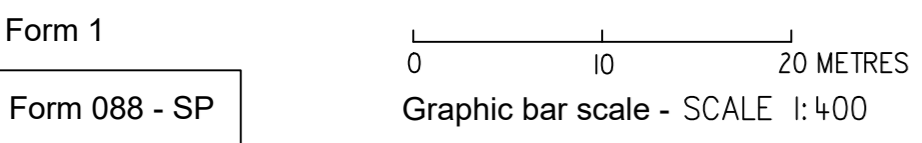
[Signature]
Xi He
Sole Director
Alumuna Property Pty Ltd
ACN 610 083 684
Signature of Lessee

[Signature]
Aaron Oshyer 7th November 2023
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

15/11/2023
UNITS PLAN No.
16075



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

SURVEYORS DECLARATION
I, MATTHEW DEAN STEVENSON of LONERGAN SURVEYING PTY LTD PO BOX 4104, AINSLIE, ACT 2602
A surveyor registered under the Surveyors Act 2007, hereby certify that:
STAGE 1 FOR ONLY UNITS 1 TO 169
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 20th September 2023 -
2. The survey is in accordance with the following Acts:
• Unit Titles Act 2001;
• Land Titles (Unit Titles) Act 1970;
• Land Titles Act 1925; and,
• any other Regulation made under those Acts
and in accordance with the Surveyors Practice Directions.

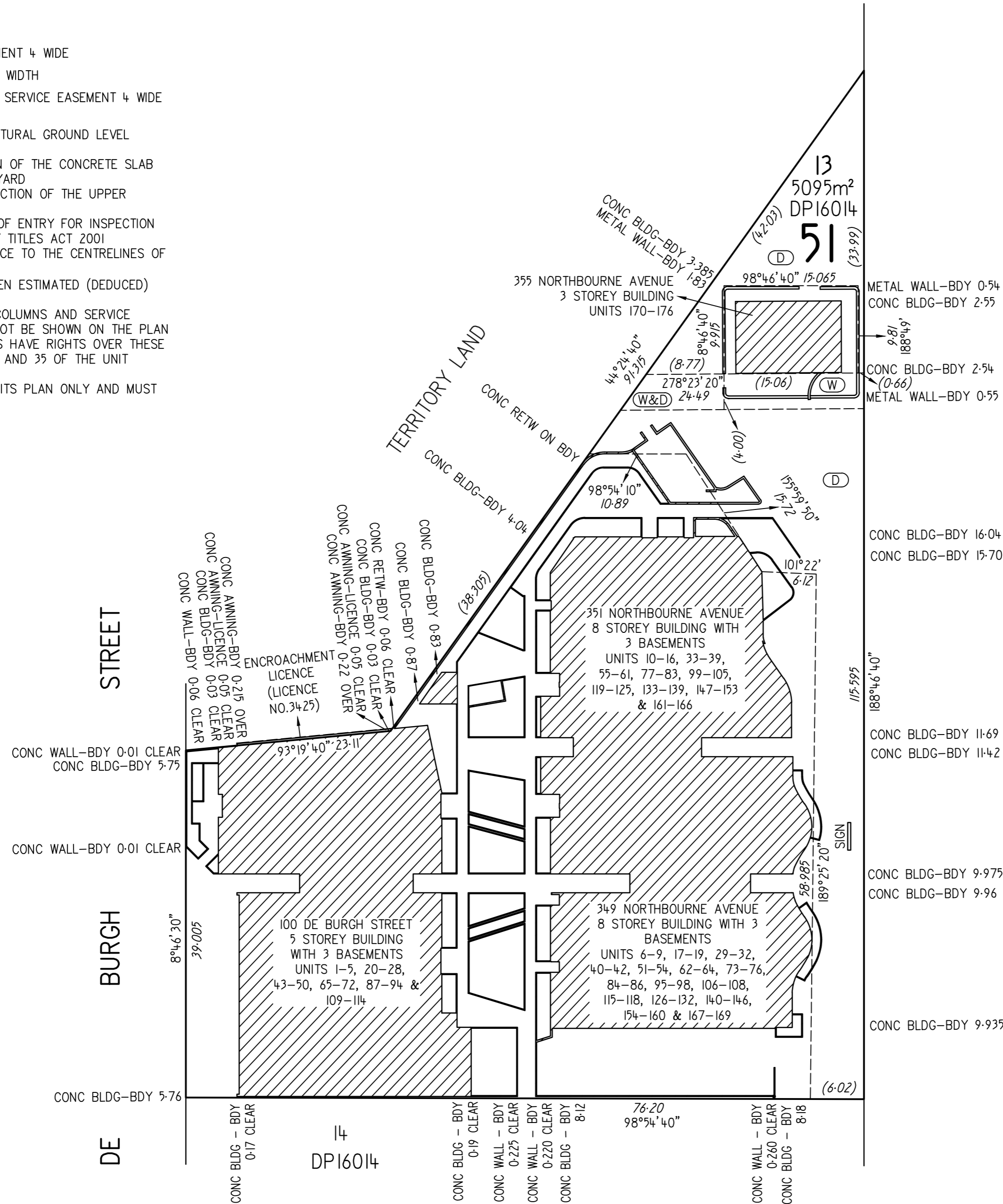
[Signature]
Signature of Registered Surveyor
02/11/2023
Dated

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.
PO BOX 3197, MANUKA ACT 2603
Address for Service of Notice
GRADY STRATA & FACILITY
Name of Manager / Owners Corporation

NOTES:

- (W) DENOTES PROPOSED WATER SUPPLY SERVICE EASEMENT 4 WIDE
- (D) DENOTES PROPOSED DRAINAGE EASEMENT VARIABLE WIDTH
- (W&D) DENOTES PROPOSED WATER SUPPLY AND DRAINAGE SERVICE EASEMENT 4 WIDE

- OFFSETS TO PARCEL BOUNDARY ARE SHOWN AT NATURAL GROUND LEVEL UNLESS SPECIFIED OTHERWISE
- COURTYARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE COURTYARD
- COURTYARDS 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 WALLS, UNLESS NOTED OTHERWISE
- THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE THE UNIT AREA
- ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE 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 AND MUST NOT BE USED FOR ANY OTHER PURPOSE



LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. ....1A.....of ....51.....
SITE PLAN
LAND DETAILS
Block 13
Section 51
Division LYNEHAM
Deposited Plan Number DP16014
Volume/Folio 3018:172
Class of Units (A or B) A

Xi He
Sole Director

Alumuna Property Pty Ltd
ACN 610 083 684

Signature of Lessee

Lyn Tankey 22nd February 2024

Delegate of the
ACT Planning and Land Authority

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

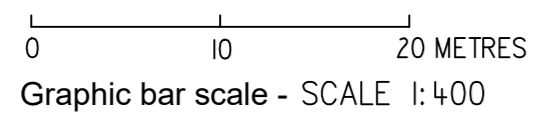
David Pryce
Registrar-General

04/04/2024

UNITS PLAN No.
16075

Form 1

Form 088 - SP



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

SURVEYORS DECLARATION
I, MATTHEW DEAN STEVENSON of LONERGAN SURVEYING PTY LTD
PO BOX 4104, AINSLIE, ACT 2602

A surveyor registered under the Surveyors Act 2007, hereby certify that:
STAGE 2 FOR ONLY UNITS 170-176
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 16th January 2024 -

2. The survey is in accordance with the following Acts:

- Unit Titles Act 2001;
- Land Titles (Unit Titles) Act 1970;
- Land Titles Act 1925; and,
- any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

Signature of Registered Surveyor

16/01/2024

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.

PO BOX 3197, MANUKA ACT 2603

Address for Service of Notice

GRADY STRATA & FACILITY

Name of Manager / Owners Corporation

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	59	3	3018	576
2	72	3	3018	577
3	95	4	3018	578
4	46	3	3018	579
5	68	3	3018	580
6	63	3	3018	581
7	52	3	3018	582
8	57	3	3018	583
9	46	3	3018	584
10	42	3	3018	585
11	46	3	3018	586
12	47	3	3018	587
13	63	3	3018	588
14	50	3	3018	589
15	49	3	3018	590
16	49	3	3018	591
17	60	3	3018	592
18	59	3	3018	593
19	70	3	3018	594
20	57	3	3018	595
21	45	3	3018	596
22	45	3	3018	597
23	57	3	3018	598
24	67	3	3018	599
25	66	3	3018	600
26	61	3	3018	601
27	65	3	3018	602
28	40	3	3018	603
29	62	3	3018	604
30	50	3	3018	605

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
3018	575

David Pryce
Registrar-General



.....
Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
31	55	3	3018	606
32	44	3	3018	607
33	45	3	3018	608
34	45	3	3018	609
35	63	3	3018	610
36	48	3	3018	611
37	48	3	3018	612
38	48	3	3018	613
39	48	3	3018	614
40	58	3	3018	615
41	56	3	3018	616
42	68	3	3018	617
43	90	4	3018	618
44	67	3	3018	619
45	52	3	3018	620
46	57	3	3018	621
47	67	3	3018	622
48	66	3	3018	623
49	61	3	3018	624
50	66	4	3018	625
51	62	3	3018	626
52	50	3	3018	627
53	55	3	3018	628
54	44	3	3018	629
55	45	3	3018	630
56	45	3	3018	631
57	63	3	3018	632
58	48	3	3018	633
59	48	3	3018	634
60	48	3	3018	635

Aggregate

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Volume	Folio
3018	575

David Pryce
 Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
61	48	3	3018	636
62	63	3	3018	637
63	63	3	3018	638
64	68	3	3018	639
65	90	5	3018	640
66	67	3	3018	641
67	52	3	3018	642
68	57	3	3018	643
69	68	3	3018	644
70	66	3	3018	645
71	61	3	3018	646
72	65	3	3018	647
73	62	3	3018	648
74	50	3	3018	649
75	55	3	3018	650
76	44	3	3018	651
77	45	3	3018	652
78	45	3	3018	653
79	63	3	3018	654
80	48	3	3018	655
81	48	3	3018	656
82	48	3	3018	657
83	48	3	3018	658
84	63	3	3018	659
85	63	3	3018	660
86	68	3	3018	661
87	93	5	3018	662
88	69	3	3018	663
89	52	3	3018	664
90	59	3	3018	665

Aggregate

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Volume	Folio
3018	575

David Pryce
 Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
91	70	3	3018	666
92	67	3	3018	667
93	62	3	3018	668
94	66	3	3018	669
95	63	3	3018	670
96	51	3	3018	671
97	56	3	3018	672
98	45	3	3018	673
99	46	3	3018	674
100	46	3	3018	675
101	65	3	3018	676
102	49	3	3018	677
103	49	3	3018	678
104	49	3	3018	679
105	49	3	3018	680
106	65	3	3018	681
107	63	3	3018	682
108	69	3	3018	683
109	97	4	3018	684
110	51	3	3018	685
111	48	3	3018	686
112	47	3	3018	687
113	75	3	3018	688
114	51	3	3018	689
115	63	3	3018	690
116	52	3	3018	691
117	57	3	3018	692
118	46	3	3018	693
119	46	3	3018	694
120	46	3	3018	695

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
3018	575

David Pryce
 Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
121	65	3	3018	696
122	50	3	3018	697
123	50	3	3018	698
124	50	3	3018	699
125	50	3	3018	700
126	65	3	3018	701
127	63	3	3018	702
128	70	3	3018	703
129	65	3	3018	704
130	53	3	3018	705
131	58	3	3018	706
132	46	3	3018	707
133	47	3	3018	708
134	47	3	3018	709
135	66	3	3018	710
136	50	3	3018	711
137	50	3	3018	712
138	50	3	3018	713
139	50	3	3018	714
140	66	3	3018	715
141	65	3	3018	716
142	71	3	3018	717
143	66	3	3018	718
144	55	3	3018	719
145	60	3	3018	720
146	47	3	3018	721
147	48	3	3018	722
148	48	3	3018	723
149	68	3	3018	724
150	51	3	3018	725

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
3018	575

David Pryce
 Registrar-General



.....
Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	51	3	3018	726
152	78	3	3018	727
153	51	3	3018	728
154	68	3	3018	729
155	66	3	3018	730
156	73	3	3018	731
157	68	3	3018	732
158	57	3	3018	733
159	62	3	3018	734
160	48	3	3018	735
161	49	3	3018	736
162	49	3	3018	737
163	69	3	3018	738
164	52	3	3018	739
165	52	3	3018	740
166	52	3	3018	741
167	69	3	3018	742
168	67	3	3018	743
169	74	3	3018	744
170	41	2	3018	745
171	41	2	3018	746
172	41	2	3018	747
173	41	2	3018	748
174	41	2	3018	749
175	41	2	3018	750
176	41	2	3018	751
Aggregate	10000	529		

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
3018	575

David Pryce
 Registrar-General



.....
 Deputy Registrar-General

FLOOR PLAN

Block
13

Section
51

Division
LYNEHAM

FLOOR NUMBER
LEGEND/INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES										SUBSIDIARY TOTAL	ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES										SUBSIDIARY TOTAL	ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES										SUBSIDIARY TOTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
	UNIT No.	SHEET No.	FLOOR	DOOR No.	BALCONY		CARPORT		STOREROOM		COURTYARD		SUBSIDIARY TOTAL	UNIT No.			SHEET No.	FLOOR	DOOR No.	BALCONY		CARPORT		STOREROOM		COURTYARD		SUBSIDIARY TOTAL	UNIT No.	SHEET No.			FLOOR	DOOR No.	BALCONY		CARPORT		STOREROOM		COURTYARD		SUBSIDIARY TOTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.								SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.								SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		SUB No.	SHEET No.	SUB No.		SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
100 DE BURGH STREET 349	1	17	GROUND	G01			2	13	3	14	1	17	3	100 DE BURGH STREET 349	65	26	THIRD	306	1,2	26	3,4	9,13	5	14			5	349	129	29	SIXTH	606	1	29	2	11	3	11			3	351	130	29	SIXTH	607	1	29	2	11	3	11			3	349	131	29	SIXTH	601	1	29	2	11	3	11			3	351	132	29	SIXTH	602	1	29	2	11	3	11			3	349	133	29	SIXTH	608	1	29	2	11	3	11			3	351	134	29	SIXTH	609	1	29	2	11	3	11			3	349	135	29	SIXTH	610	1	29	2	11	3	12			3	351	136	29	SIXTH	611	1	29	2	11	3	11			3	349	137	29	SIXTH	612	1	29	2	11	3	11			3	351	138	29	SIXTH	613	1	29	2	11	3	11			3	349	139	29	SIXTH	614	1	29	2	11	3	11			3	351	140	29	SIXTH	603	1	29	2	11	3	12			3	349	141	29	SIXTH	604	1	29	2	11	3	11			3	351	142	29	SIXTH	605	1	29	2	11	3	12			3	349	143	30	SEVENTH	706	1	30	2	11	3	11			3	351	144	30	SEVENTH	707	1	30	2	11	3	11			3	349	145	30	SEVENTH	701	1	30	2	11	3	14			3	351	146	30	SEVENTH	702	1	30	2	11	3	14			3	349	147	30	SEVENTH	708	1	30	2	11	3	14			3	351	148	30	SEVENTH	709	1	30	2	11	3	14			3	349	149	30	SEVENTH	710	1	30	2	11	3	11			3	351	150	30	SEVENTH	711	1	30	2	11	3	14			3	349	151	30	SEVENTH	712	1	30	2	11	3	14			3	351	152	30,31	SEVENTH	713	1	30	2	11	3	14			3	349	153	30	SEVENTH	714	1	30	2	11	3	14			3	351	154	30	SEVENTH	703	1	30	2	11	3	11			3	349	155	30	SEVENTH	704	1	30	2	11	3	14			3	351	156	30	SEVENTH	705	1	30	2	11	3	11			3	349	157	31	EIGHTH	806	1	31	2	11	3	14			3	351	158	31	EIGHTH	807	1	31	2	11	3	11			3	349	159	31	EIGHTH	801	1	31	2	11	3	11			3	351	160	31	EIGHTH	802	1	31	2	11	3	11			3	349	161	31	EIGHTH	808	1	31	2	11	3	11			3	351	162	31	EIGHTH	809	1	31	2	11	3	11			3	349	163	31	EIGHTH	810	1	31	2	11	3	14			3	351	164	31	EIGHTH	811	1	31	2	11	3	14			3	349	165	31	EIGHTH	812	1	31	2	11	3	14			3	351	166	31	EIGHTH	813	1	31	2	11	3	14			3	349	167	31	EIGHTH	803	1	31	2	11	3	11			3	351	168	31	EIGHTH	804	1	31	2	11	3	14			3	349	169	31	EIGHTH	805	1	31	2	13	3	13			3	351	170	16	GROUND	G01			1	11	2	11			2	349	171	19	FIRST	101			1	9	2	14			2	351	172	19	FIRST	102			1	9	2	14			2	349	173	22	SECOND	201			1	9	2	14			2	351	174	22	SECOND	202			1	9	2	14			2	349	175	25	THIRD	301			1	9	2	14			2	351	176	25	THIRD	302			1	9	2	9			2

LEGEND

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- C DENOTES COLUMN
- CAR DENOTES CARPORT
- S DENOTES STOREROOM
- UC DENOTES UTILITY CUPBOARD
- CY DENOTES COURTYARD
- * DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
- # DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
- DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL
- W DENOTES WASTE CHUTE
- V DENOTES VOID
- MID DENOTES MECHANICAL INTAKE DROPPER

Sheet replaced by ALIP 3305521
Registered 04/04/2024

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

Sheet No.9..... of51.....

FLOOR PLAN

Block
13

Section
51

Division
LYNEHAM

FLOOR NUMBER
BASEMENT 3

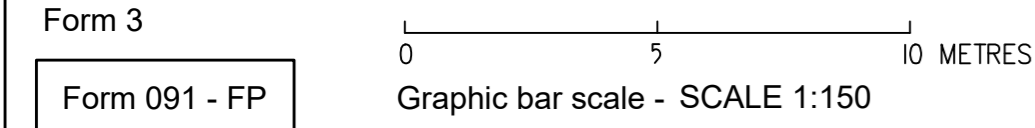
CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

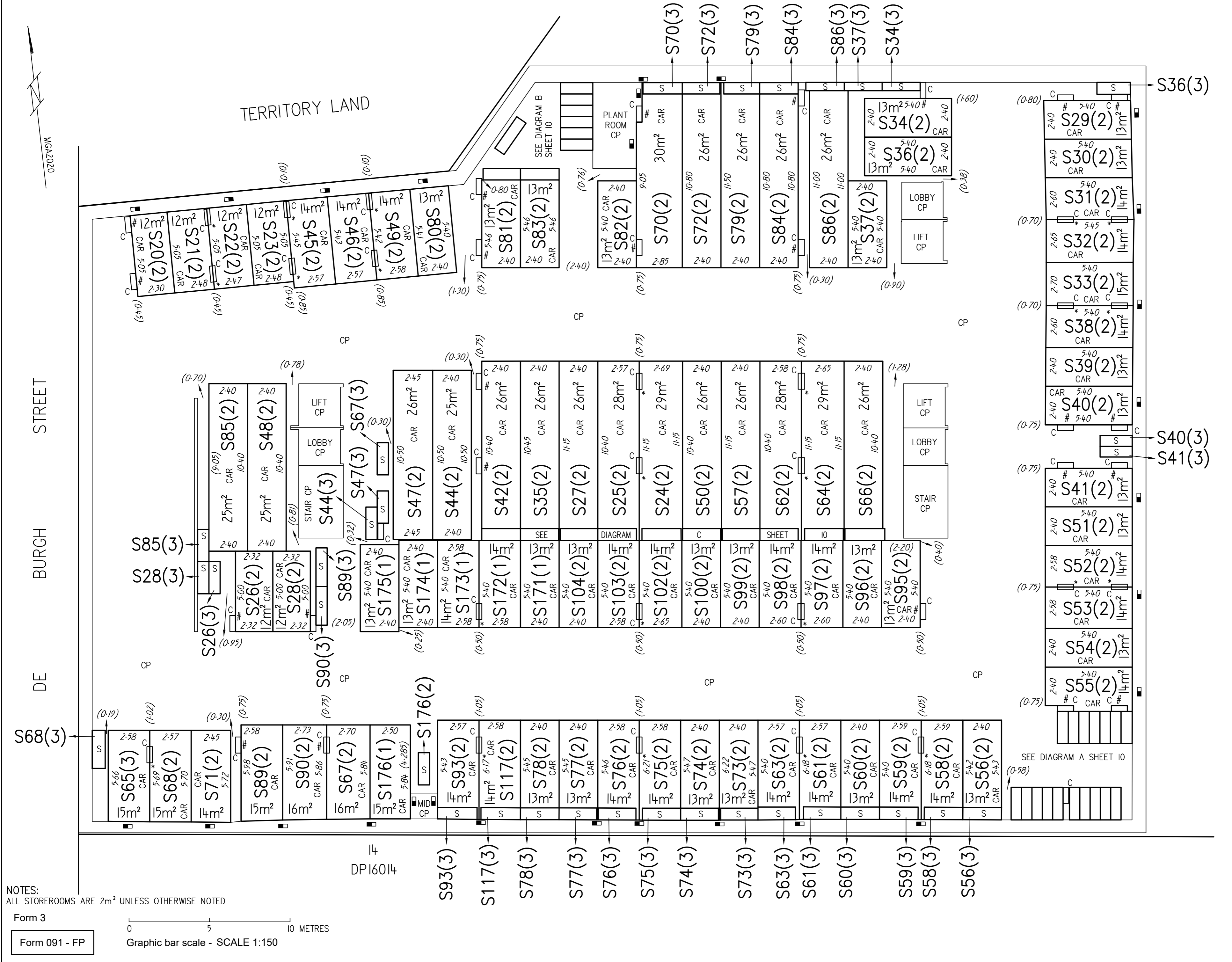
UNITS PLAN No.

16075



NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED





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

Sheet No.9..... of51.....

FLOOR PLAN

Block
13

Section
51

Division
LYNEHAM

FLOOR NUMBER
BASEMENT 3

CLASS A UNITS AND UNIT
 SUBSIDIARIES SEE SHEET 8 FOR
 LEGEND

UNITS PLAN No.
16075

NOTES:
 ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1:150

0 5 10 METRES

FLOOR PLAN

Block	13
Section	51
Division	LYNEHAM
FLOOR NUMBER	BASEMENT 3

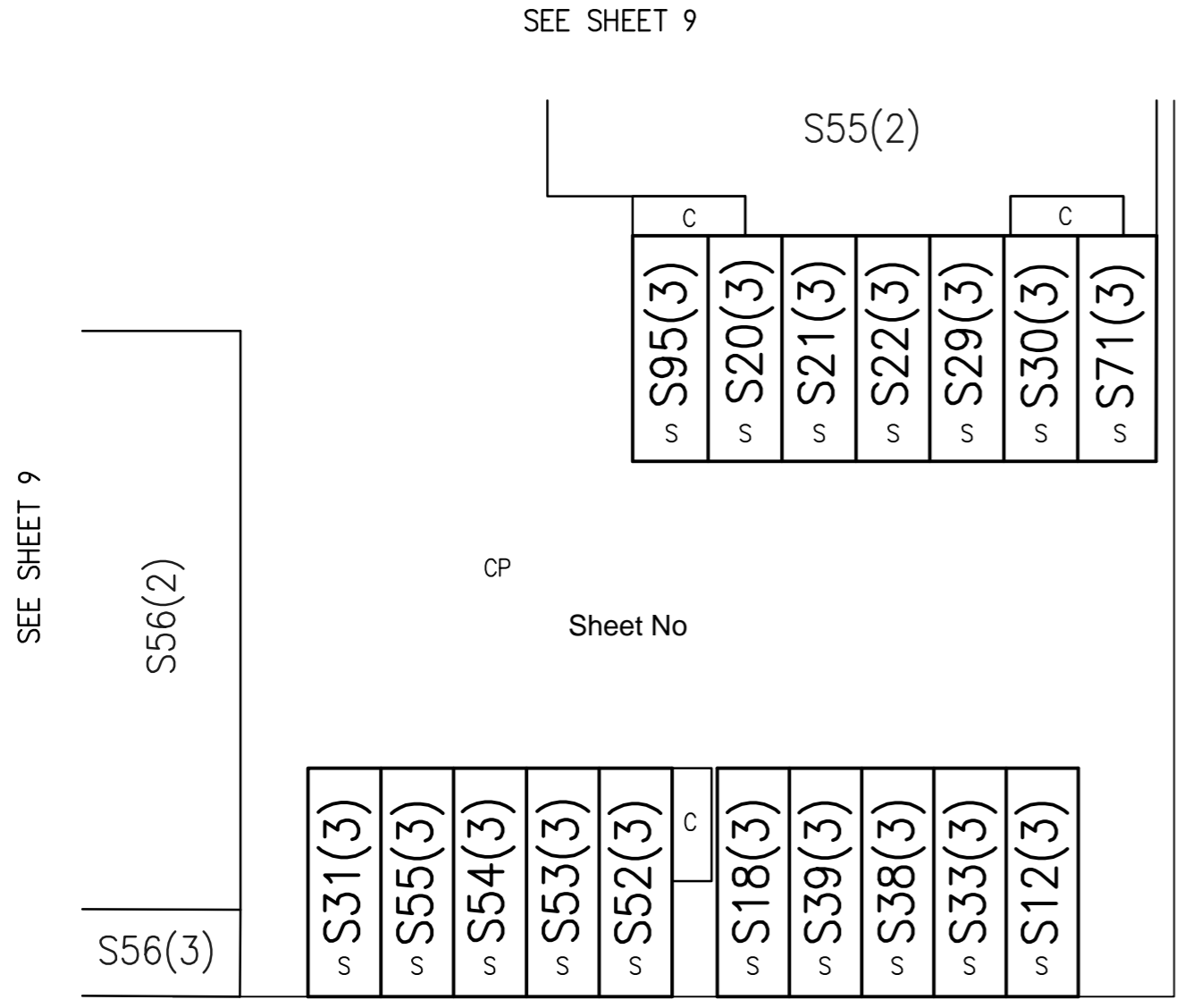


DIAGRAM A
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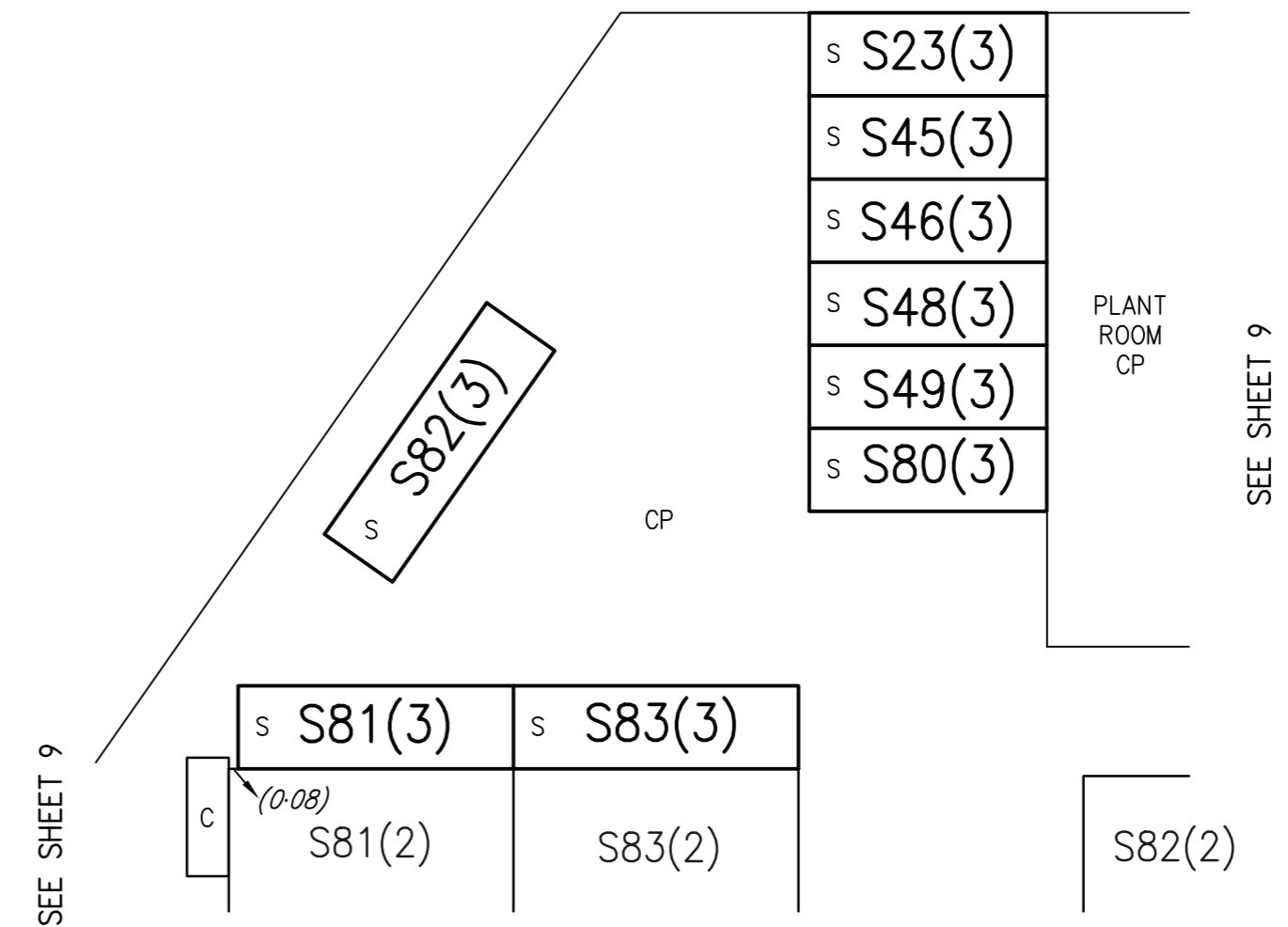


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NOT TO SCALE

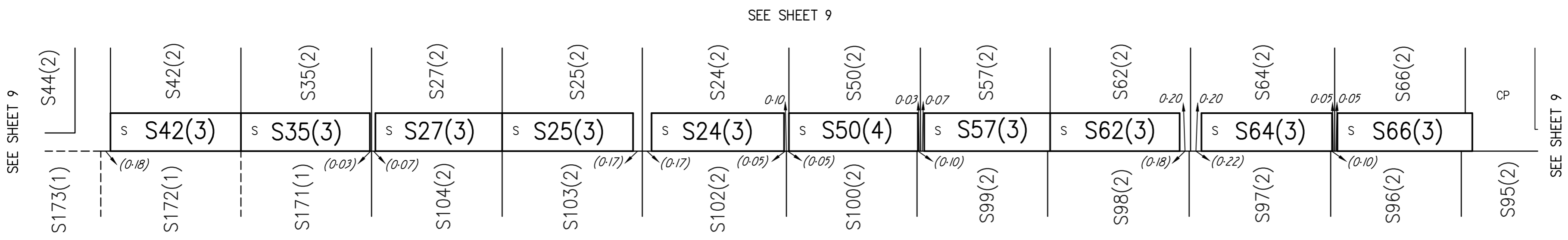
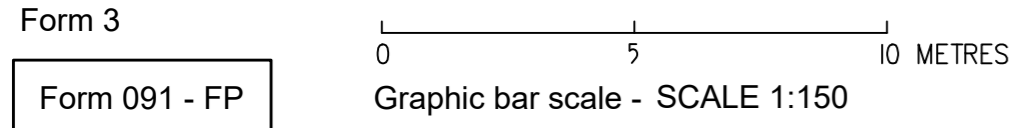


DIAGRAM C
NOT TO SCALE

NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED



Form 091 - FP

CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

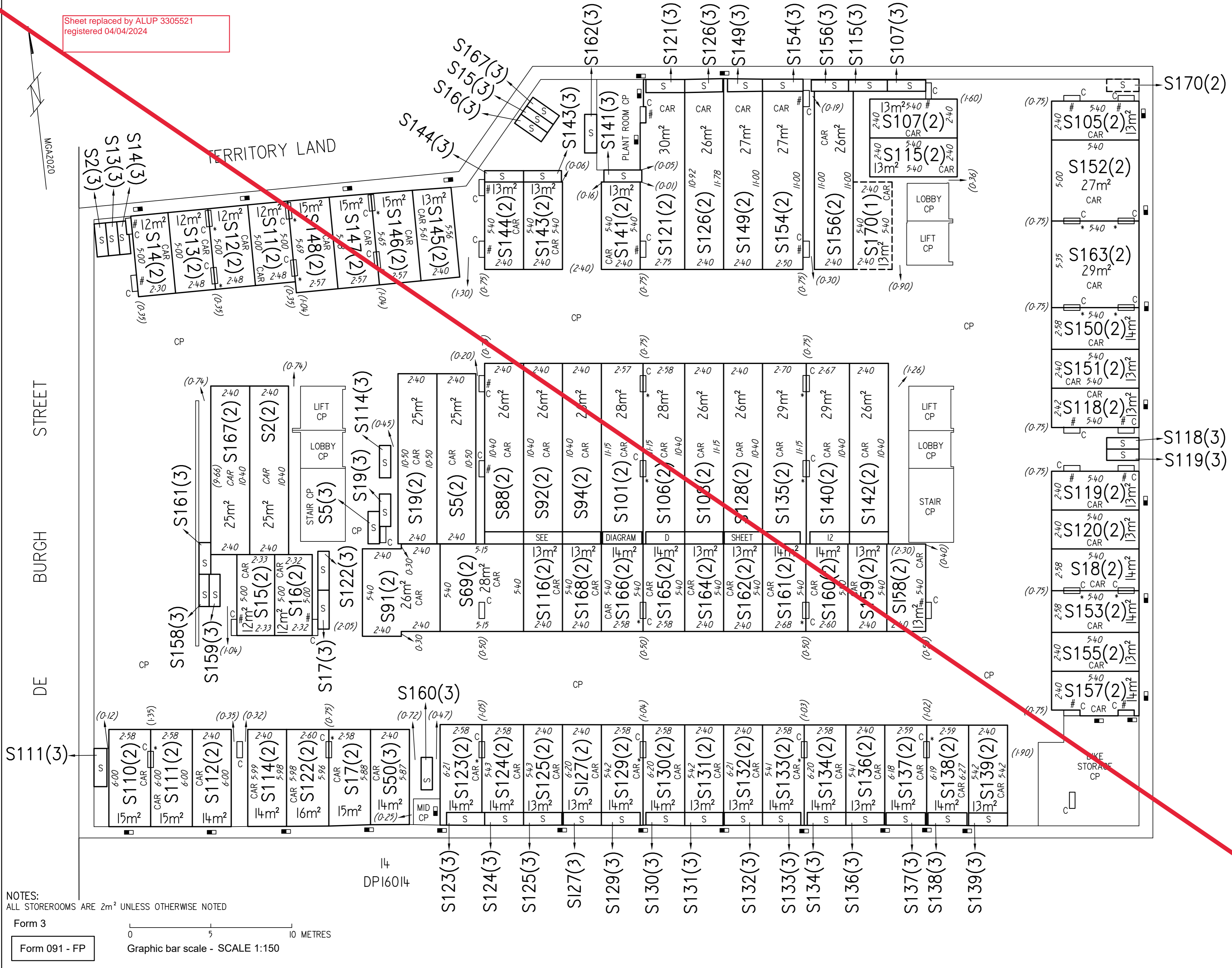
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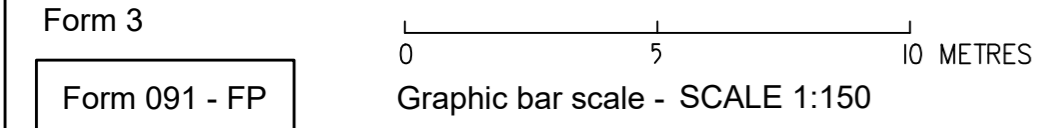
LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No.11..... of51.....

FLOOR PLAN
Block
13
Section
51
Division
LYNEHAM
FLOOR NUMBER
BASEMENT 2



NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED



CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.
16075

FLOOR PLAN

Block
13

Section
51

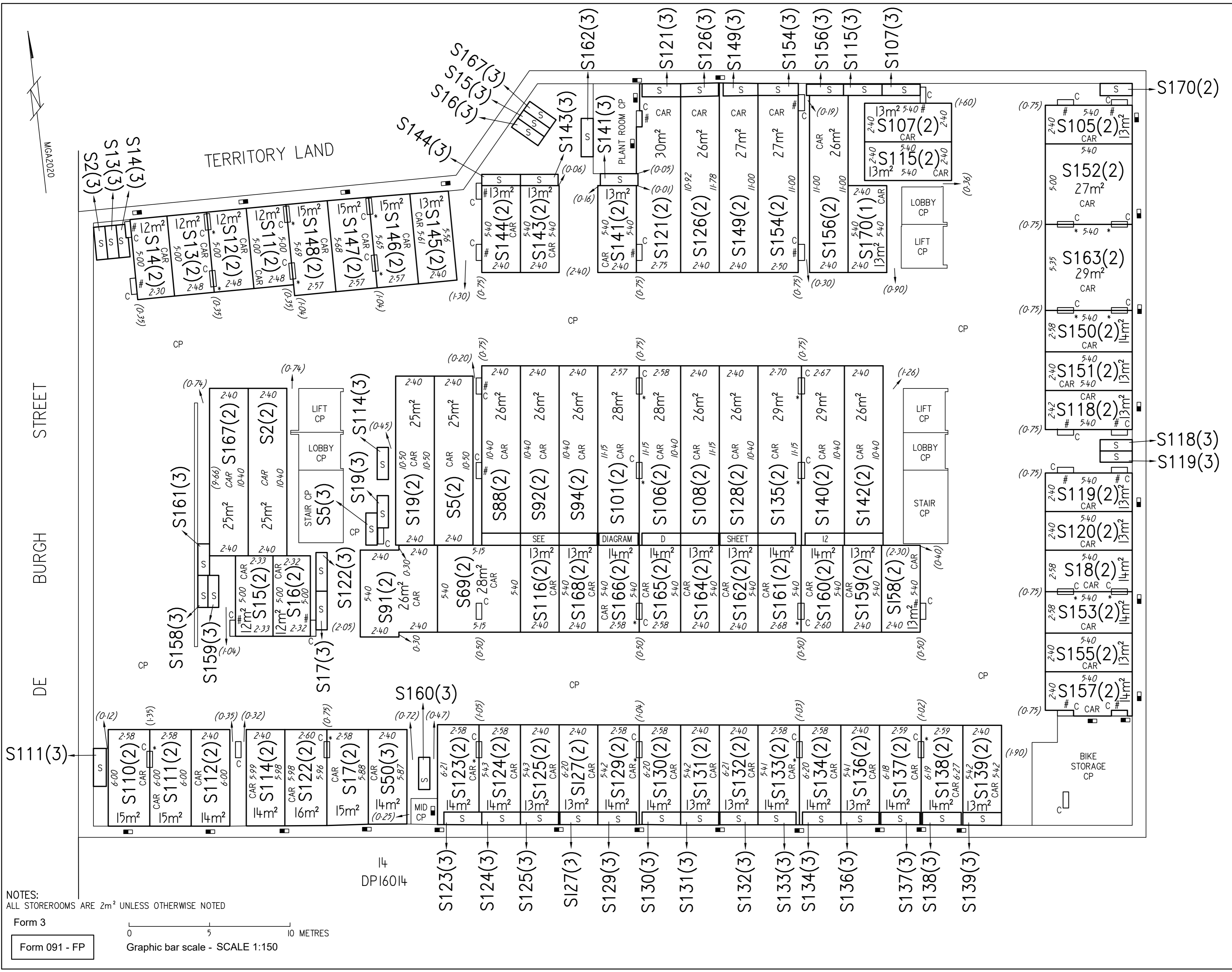
Division
LYNEHAM

FLOOR NUMBER
BASEMENT 2

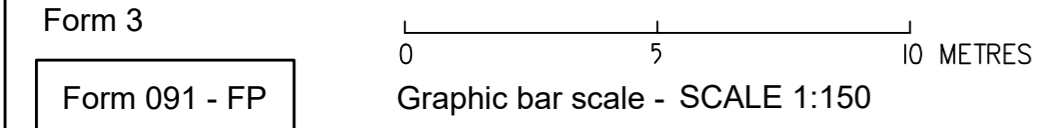
CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

16075

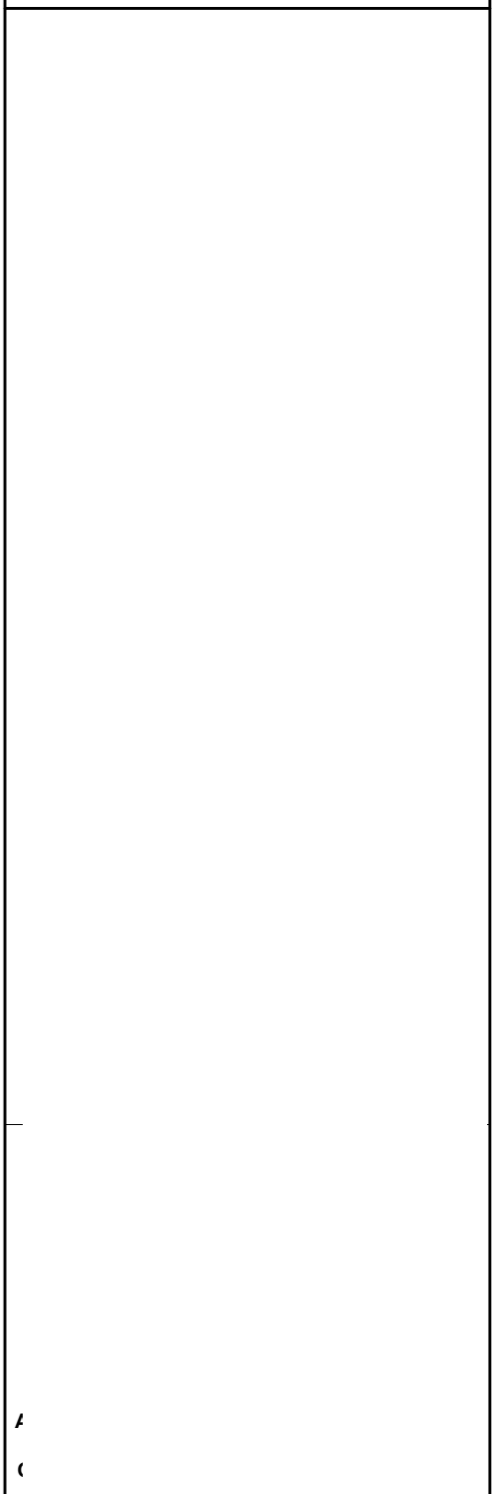
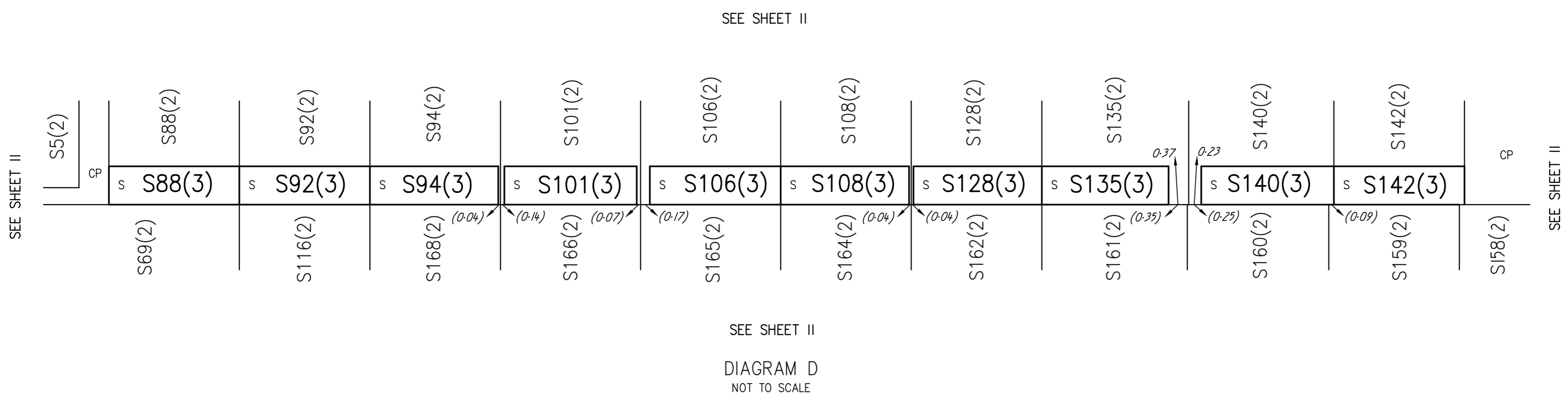


NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED





LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. ....12..... of ....51.....
FLOOR PLAN
Block 13
Section 51
Division LYNEHAM
FLOOR NUMBER BASEMENT 2



CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1:150

UNITS PLAN No.
16075

Sheet replaced by ALUP 3305521
Registered on the 04/04/2024

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No.13..... of51.....

FLOOR PLAN

Block

13

Section

51

Division

LYNEHAM

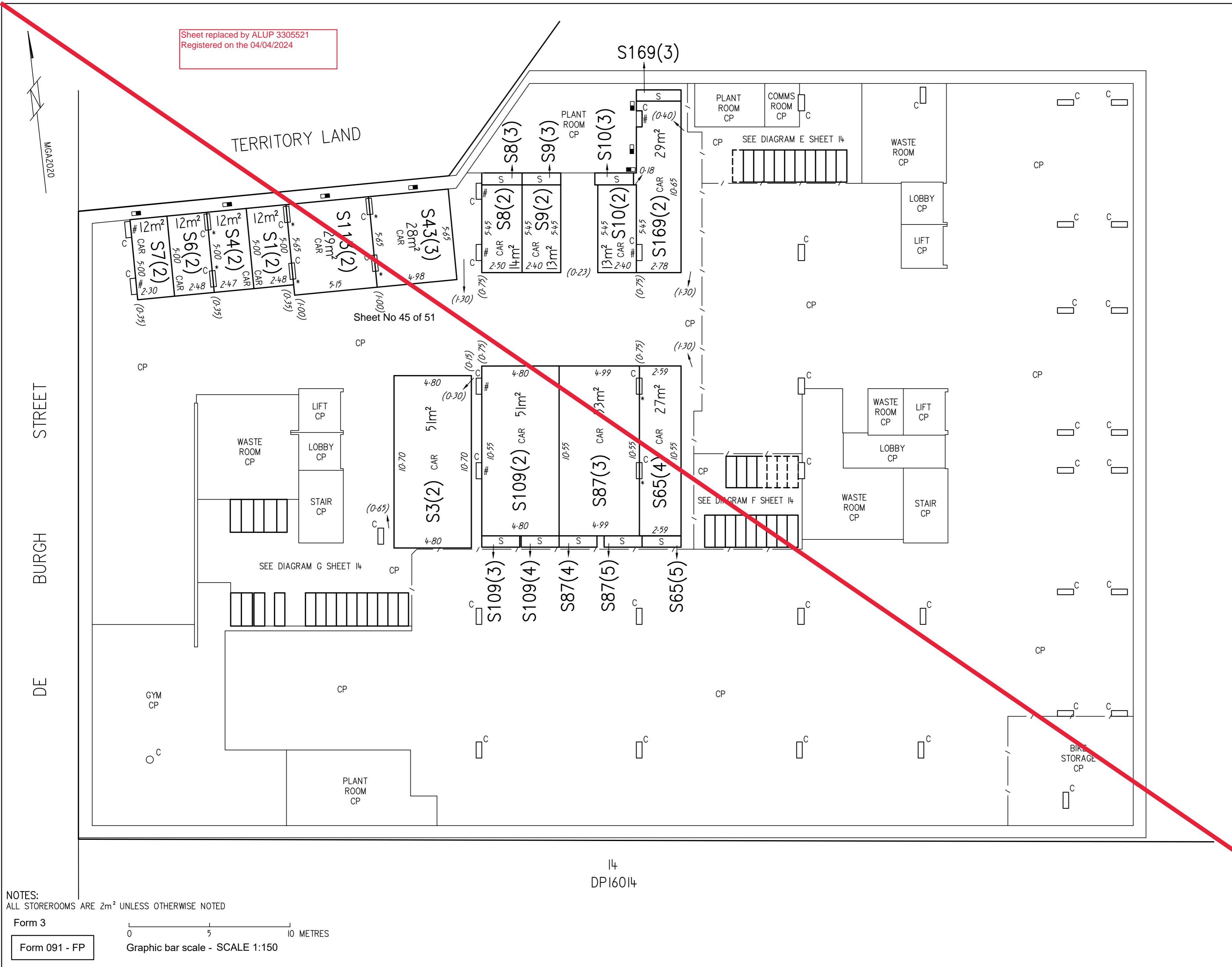
FLOOR NUMBER

BASEMENT I

CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

16075



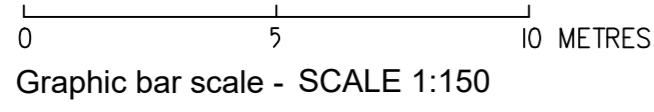
Sheet No 45 of 51

I4
DPI60I4

NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP



FLOOR PLAN

Block
13

Section
51

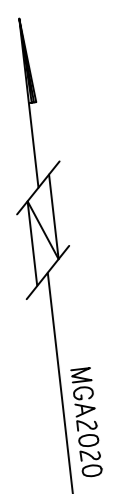
Division
LYNEHAM

FLOOR NUMBER
BASEMENT I

CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

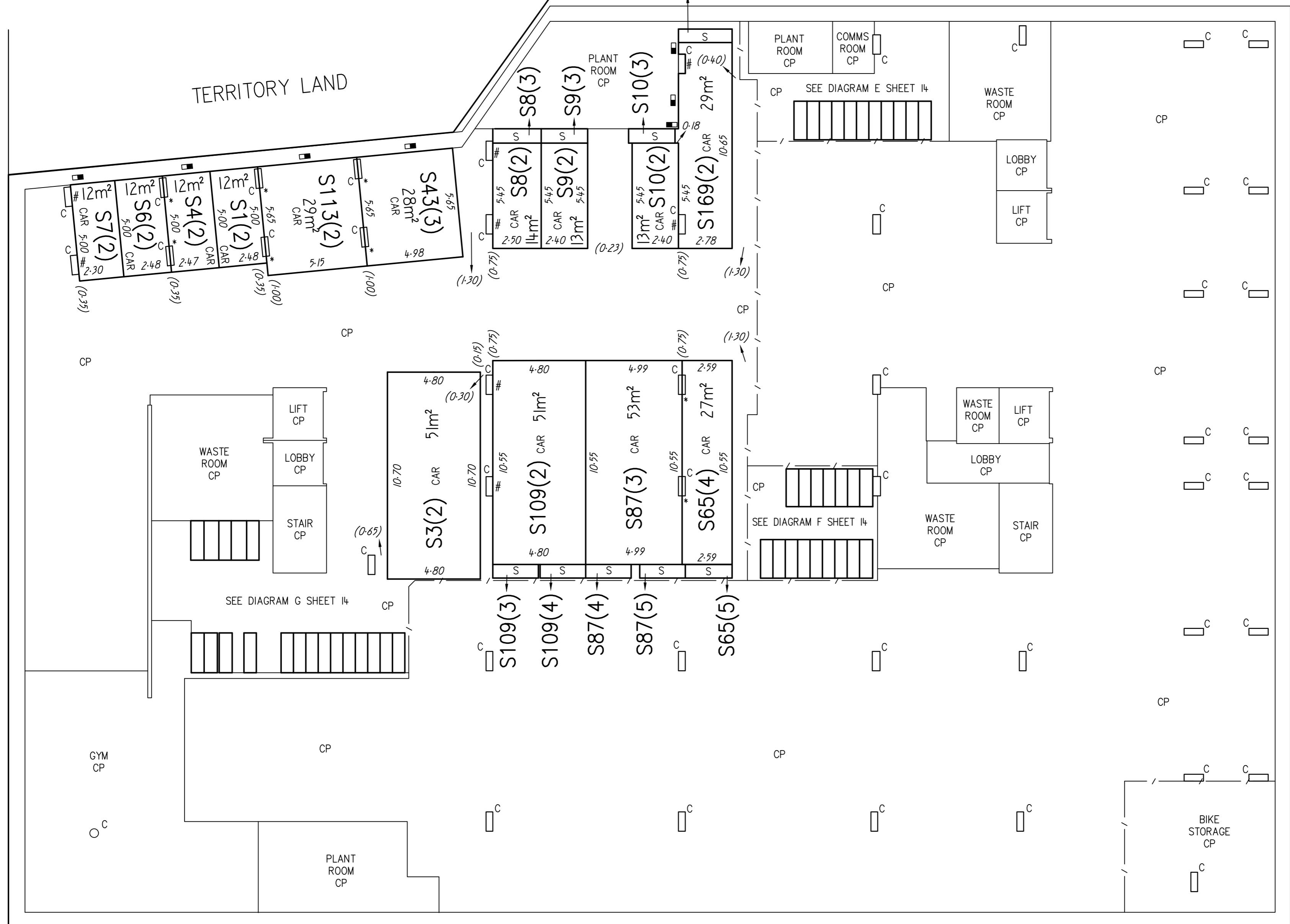
16075



DE BURGH STREET

TERRITORY LAND

S169(3)

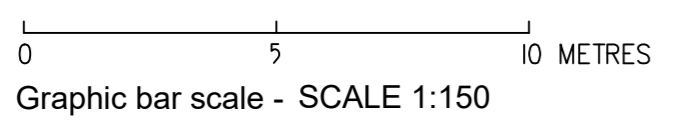


14
DPI6014

NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP



Sheet replaced by ALUP 3305521
Registered on the 04/04/2024

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

Sheet No.14..... of

FLOOR PLAN

Block
13

Section
51

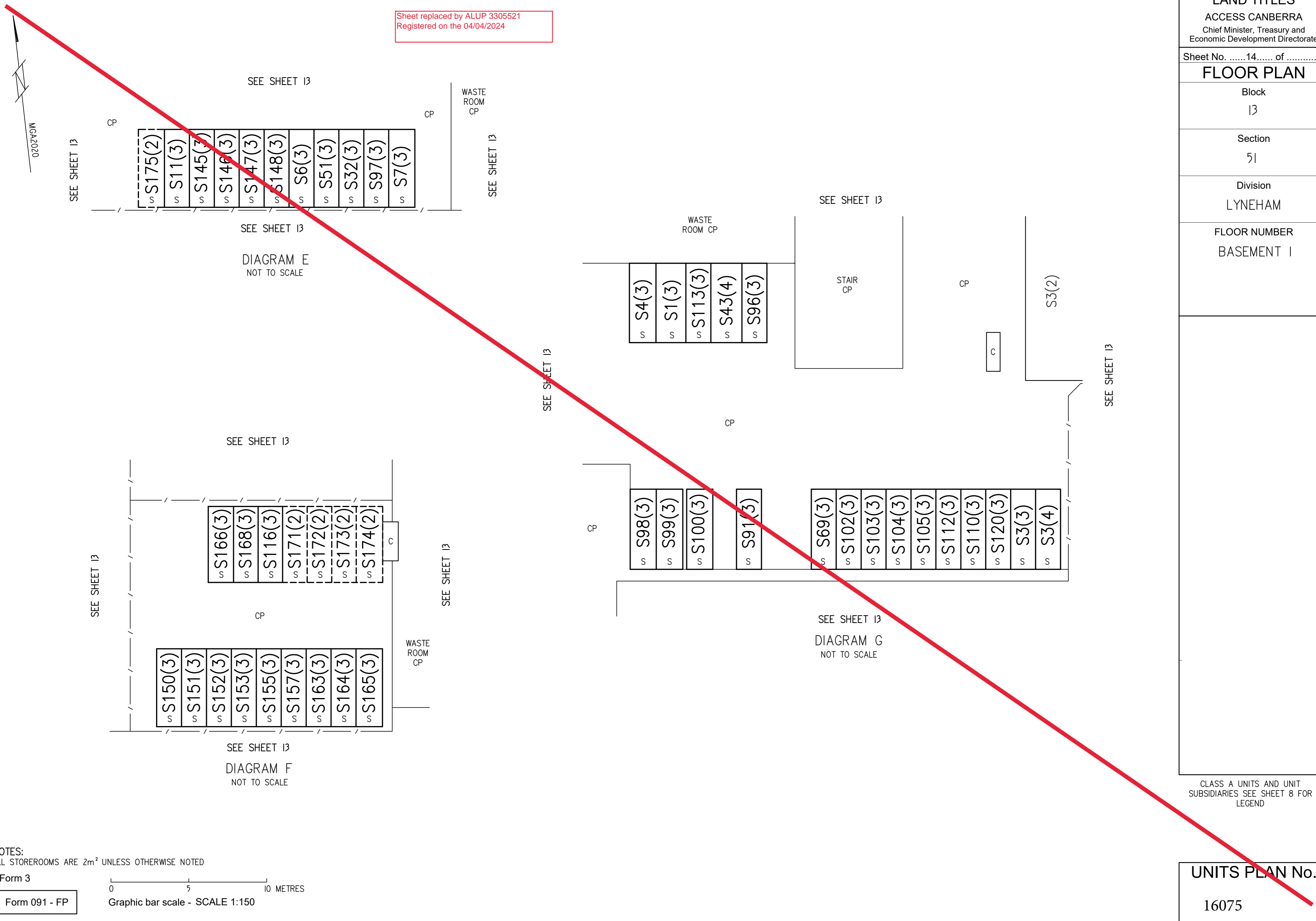
Division
LYNEHAM

FLOOR NUMBER
BASEMENT 1

CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

16075



SEE SHEET 13

WASTE ROOM CP

SEE SHEET 13

SEE SHEET 13

DIAGRAM E
NOT TO SCALE

WASTE ROOM CP

SEE SHEET 13

STAIR CP

CP

S3(2)

SEE SHEET 13

SEE SHEET 13

CP

SEE SHEET 13

SEE SHEET 13

WASTE ROOM CP

CP

SEE SHEET 13

DIAGRAM G
NOT TO SCALE

SEE SHEET 13

CP

- S175(2)
- S111(3)
- S145(3)
- S146(3)
- S147(3)
- S148(3)
- S6(3)
- S51(3)
- S32(3)
- S97(3)
- S7(3)

- S4(3)
- S1(3)
- S113(3)
- S43(4)
- S96(3)

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- S99(3)
- S100(3)
- S91(3)

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- S102(3)
- S103(3)
- S104(3)
- S105(3)
- S112(3)
- S110(3)
- S120(3)
- S3(3)
- S3(4)

- S150(3)
- S151(3)
- S152(3)
- S153(3)
- S155(3)
- S157(3)
- S163(3)
- S164(3)
- S165(3)

- S166(3)
- S168(3)
- S116(3)
- S171(2)
- S172(2)
- S173(2)
- S174(2)

SEE SHEET 13

DIAGRAM F
NOT TO SCALE

NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1:150

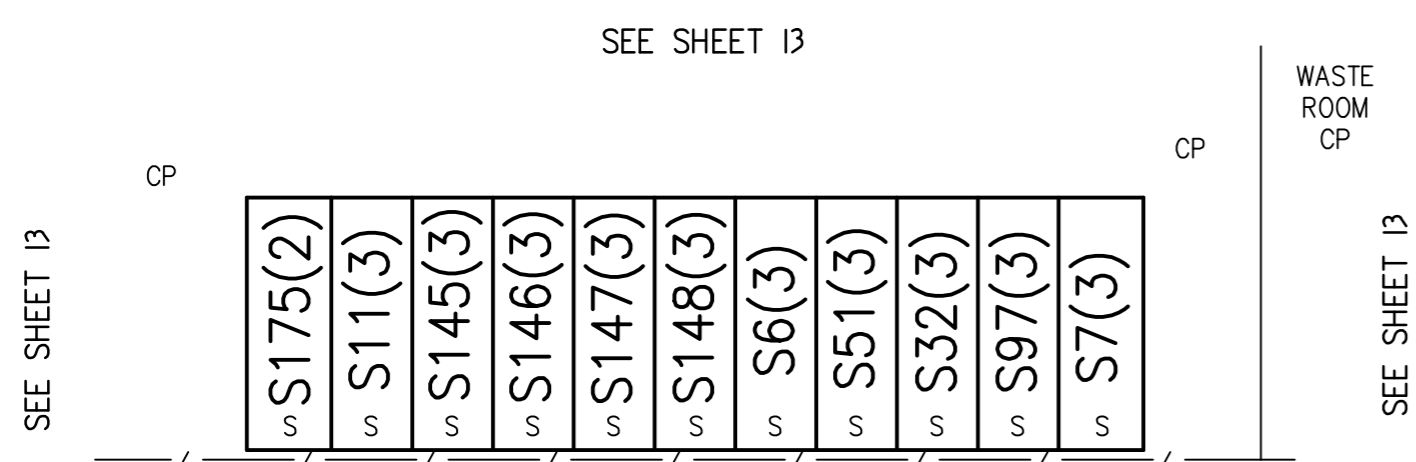


DIAGRAM E
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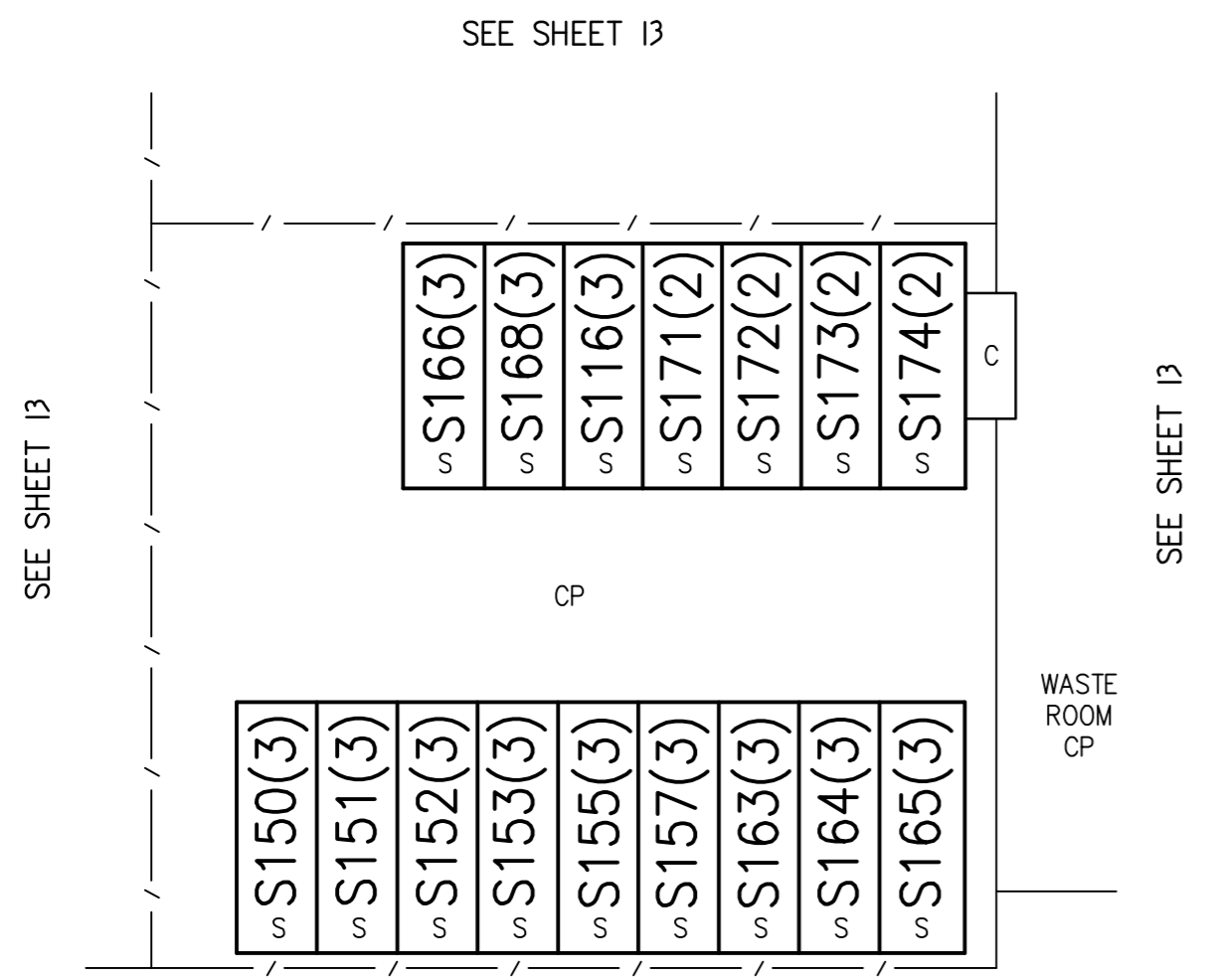


DIAGRAM F
NOT TO SCALE

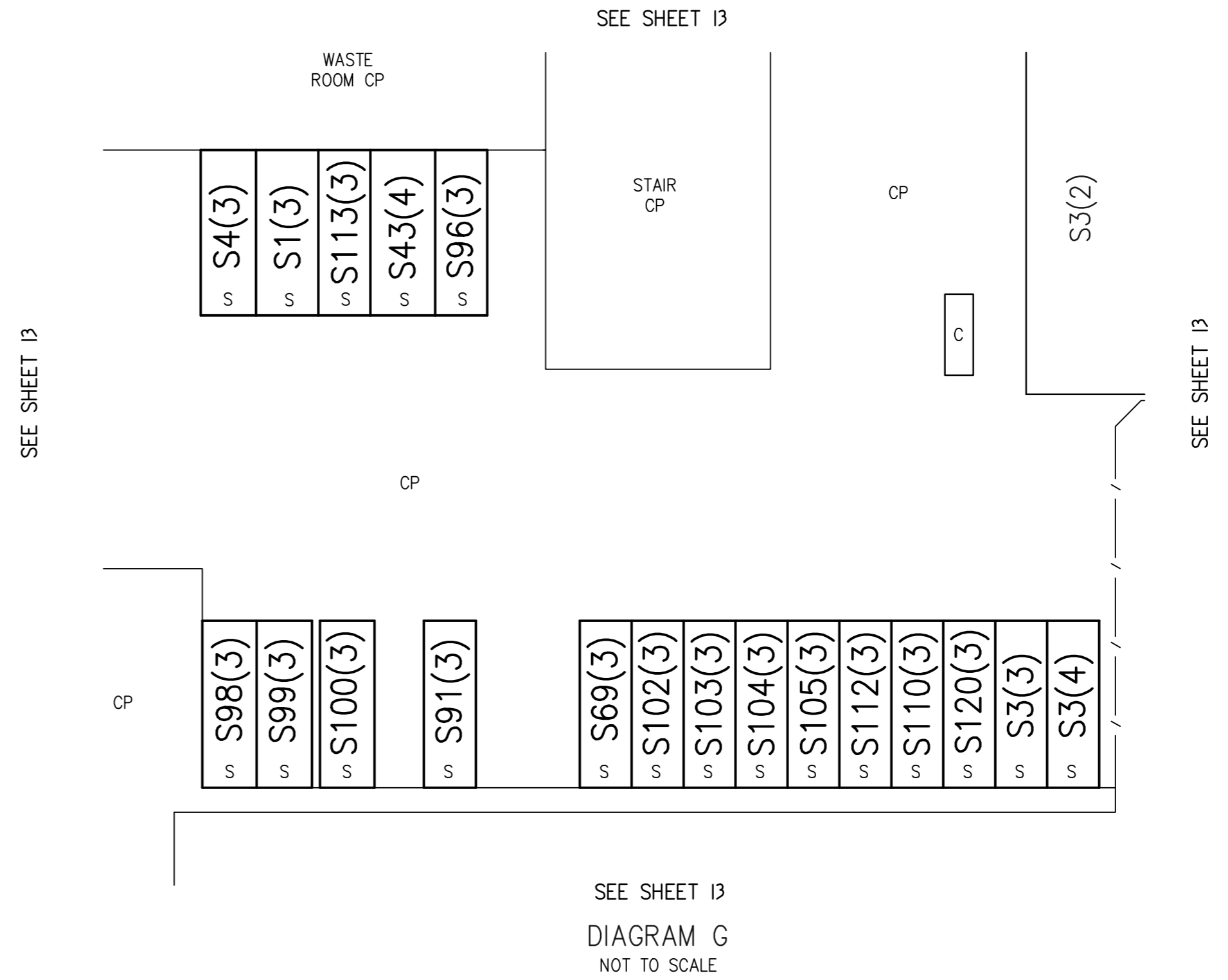


DIAGRAM G
NOT TO SCALE

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

Sheet No.14..... of51.....

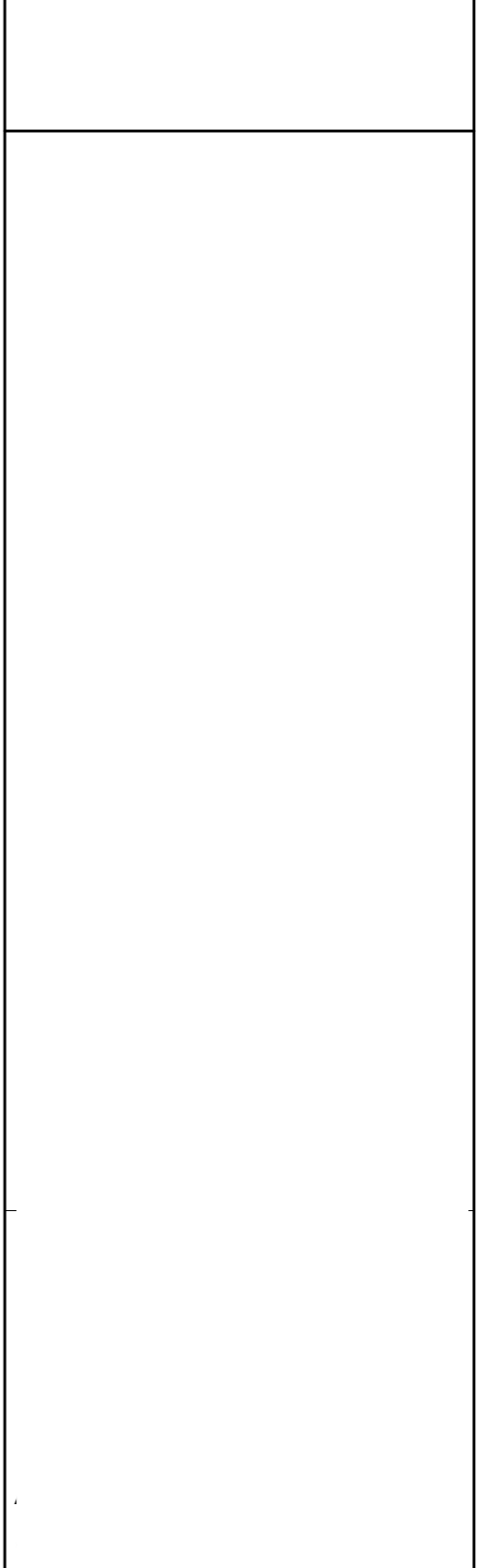
FLOOR PLAN

Block
13

Section
51

Division
LYNEHAM

FLOOR NUMBER
BASEMENT 1



CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

16075

NOTES:
ALL STOREROOMS ARE 2m² UNLESS OTHERWISE NOTED

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1:150

Sheer Replaced by ALUP 3305521
Registered on the 04/04/2024

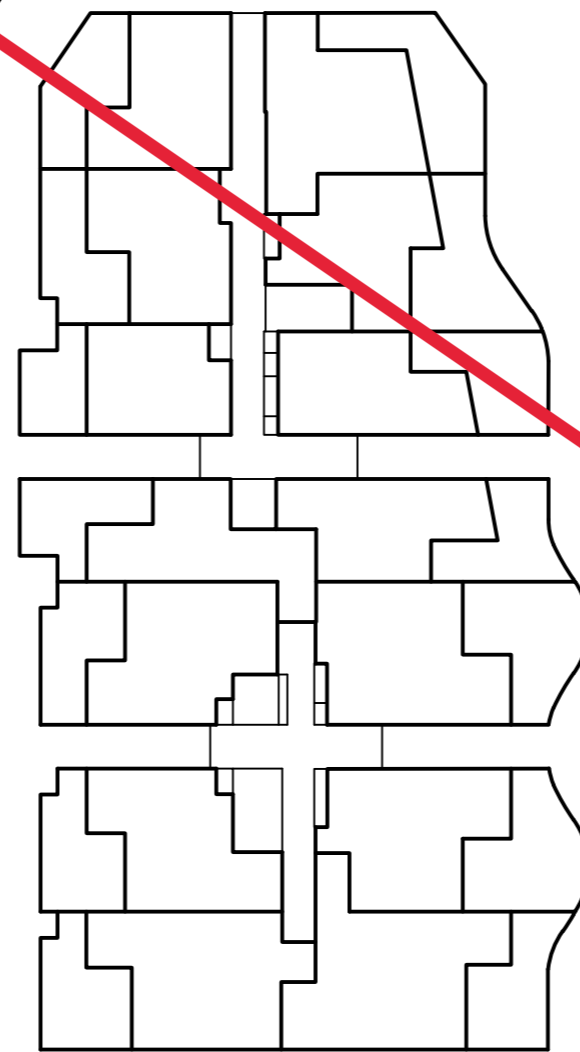
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DE BURGH STREET

TERRITORY LAND

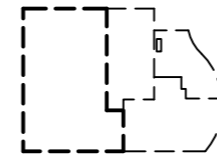
SEE SHEET 17

14
DPI6014



STAGE 2 (UNDER CONSTRUCTION)
STAGE BOUNDARY
STAGE 1

SEE SHEET 16



AVENUE

NORTHBOURNE

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No.15..... of51.....

FLOOR PLAN

Block

13

Section

51

Division

LYNEHAM

FLOOR NUMBER

GROUND

CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

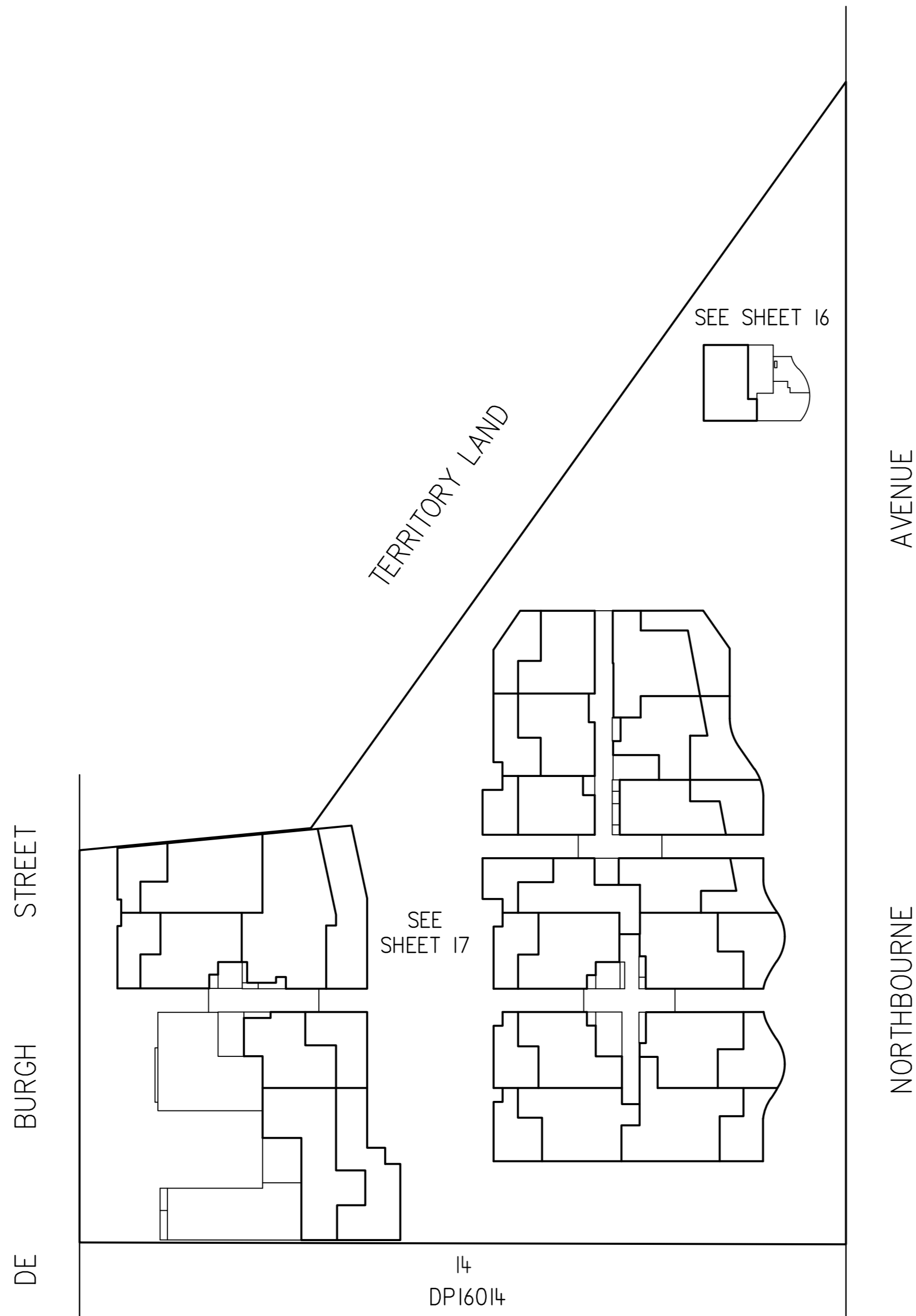
UNITS PLAN No.

16075

Form 3

Form 091 - FP

0 10 20 METRES
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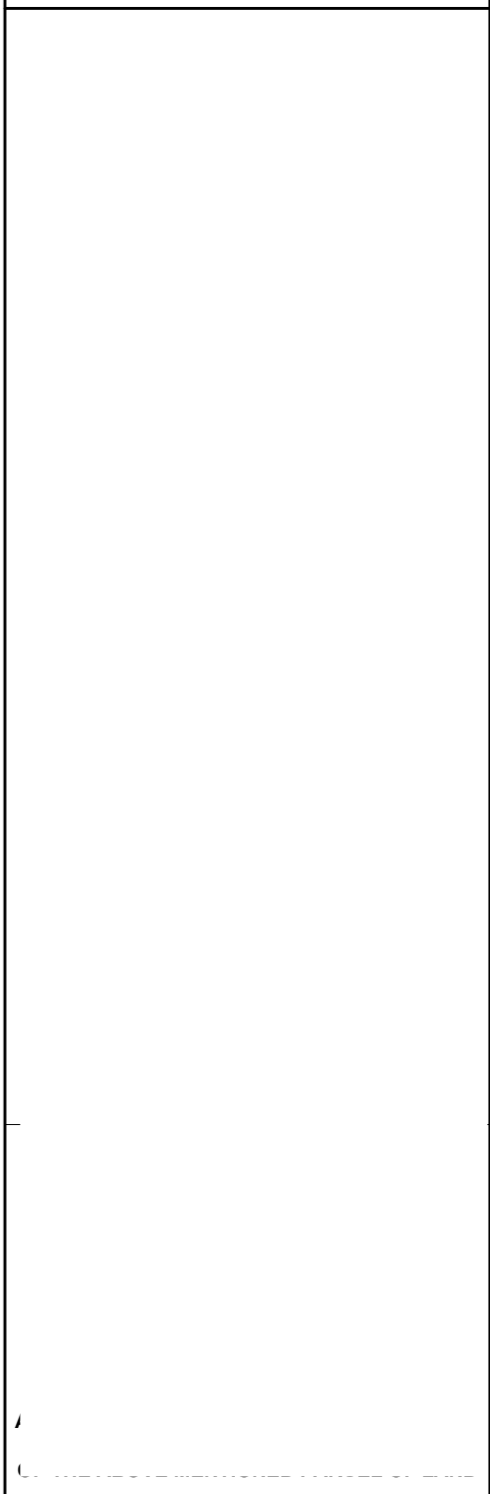


LAND TITLES
 ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate

Sheet No.15..... of51.....

FLOOR PLAN

Block	13
Section	51
Division	LYNEHAM
FLOOR NUMBER	GROUND



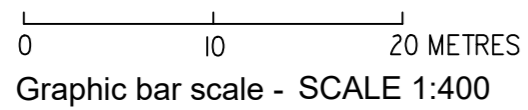
CLASS A UNITS AND UNIT
 SUBSIDIARIES SEE SHEET 8 FOR
 LEGEND

UNITS PLAN No.

16075

Form 3

Form 091 - FP



FLOOR PLAN

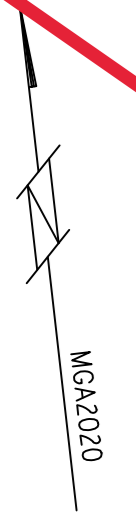
Block	13
Section	51
Division	LYNEHAM
FLOOR NUMBER	GROUND

CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

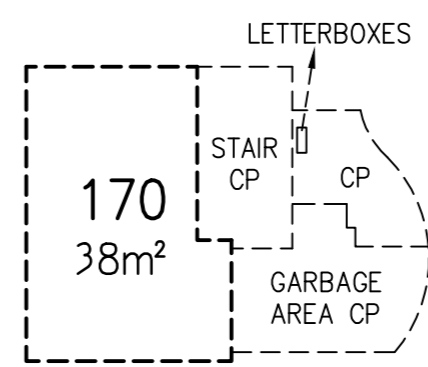
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Registered on the 04/04/2024

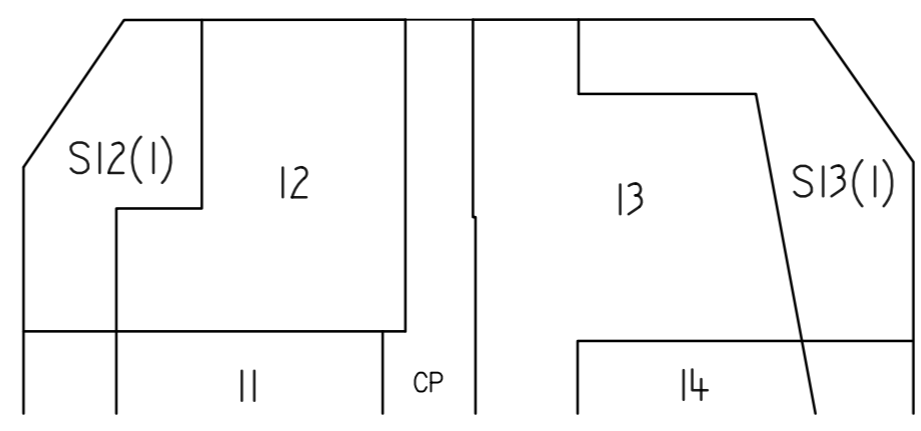


TERRITORIAL LAND

NORTHBOURNE AVENUE



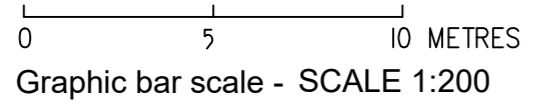
STAGE 2 (UNDER CONSTRUCTION)
STAGE BOUNDARY
STAGE 1



SEE SHEET 17

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LAND TITLES
ACCESS CANBERRA
 Chief Minister, Treasury and
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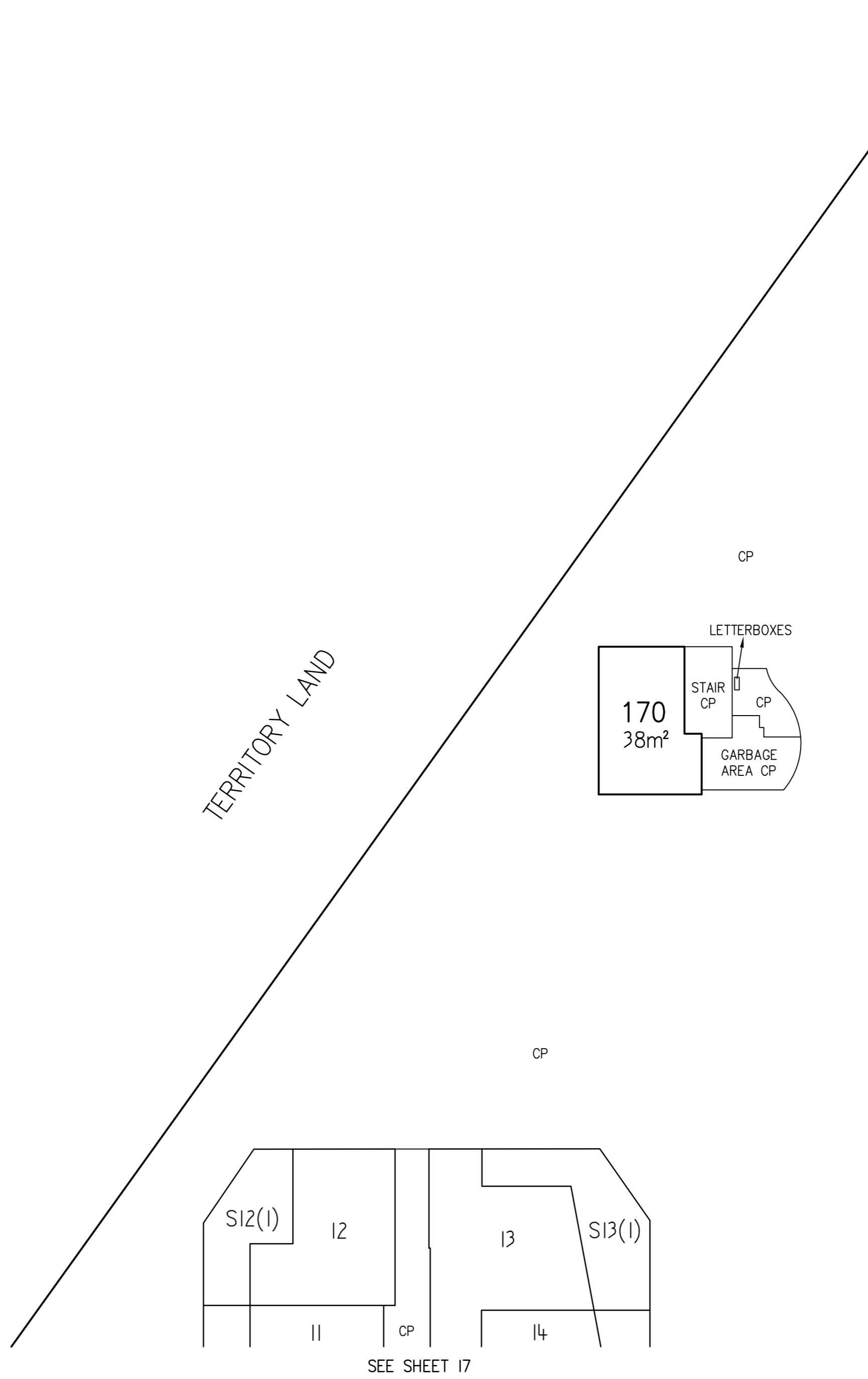
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Block
13

Section
51

Division
LYNEHAM

FLOOR NUMBER
GROUND



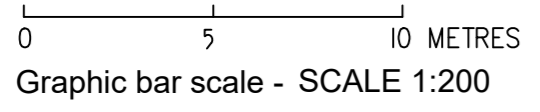
CLASS A UNITS AND UNIT
 SUBSIDIARIES SEE SHEET 8 FOR
 LEGEND

UNITS PLAN No.

16075

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SEE SHEET 17

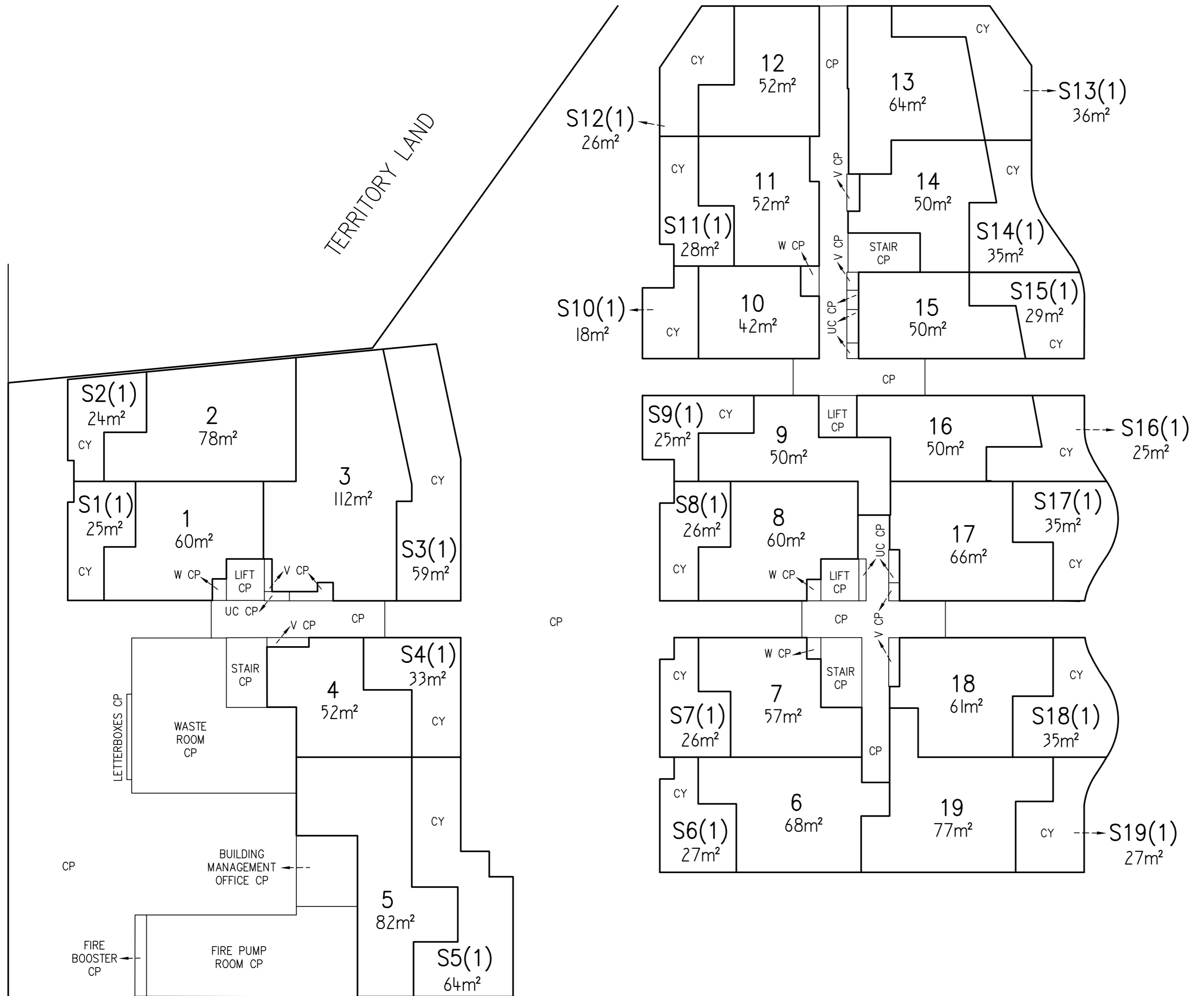


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TERRITORY LAND

DE BURGH STREET

AVENUE NORTHBOURNE



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SUBSIDIARIES SEE SHEET 8 FOR
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16075

14
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FLOOR PLAN

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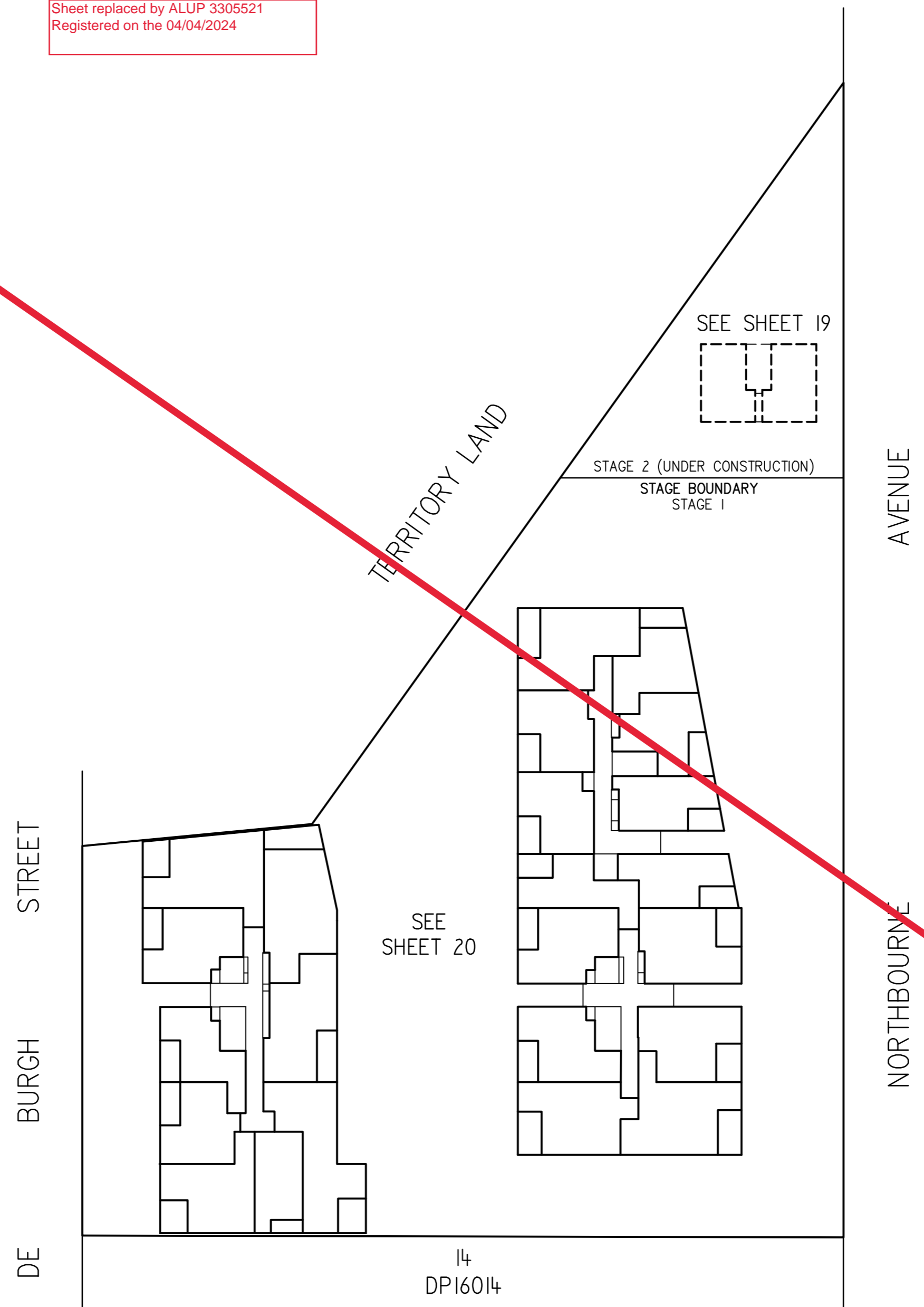
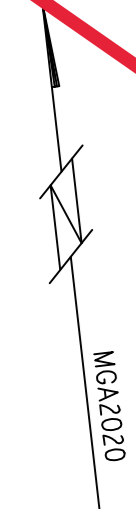
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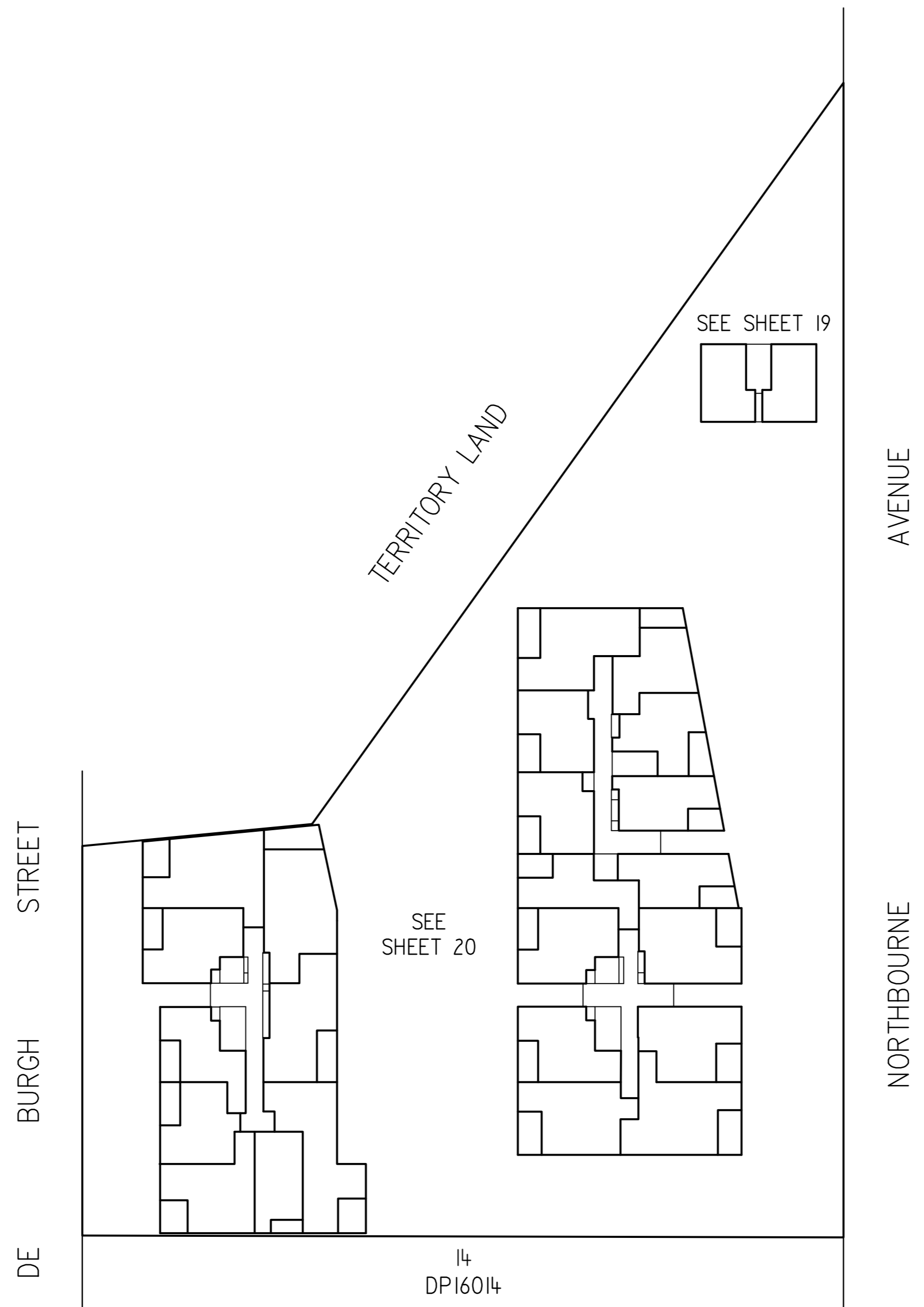
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CLASS A UNITS AND UNIT
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LEGEND

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16075

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LAND TITLES
 ACCESS CANBERRA
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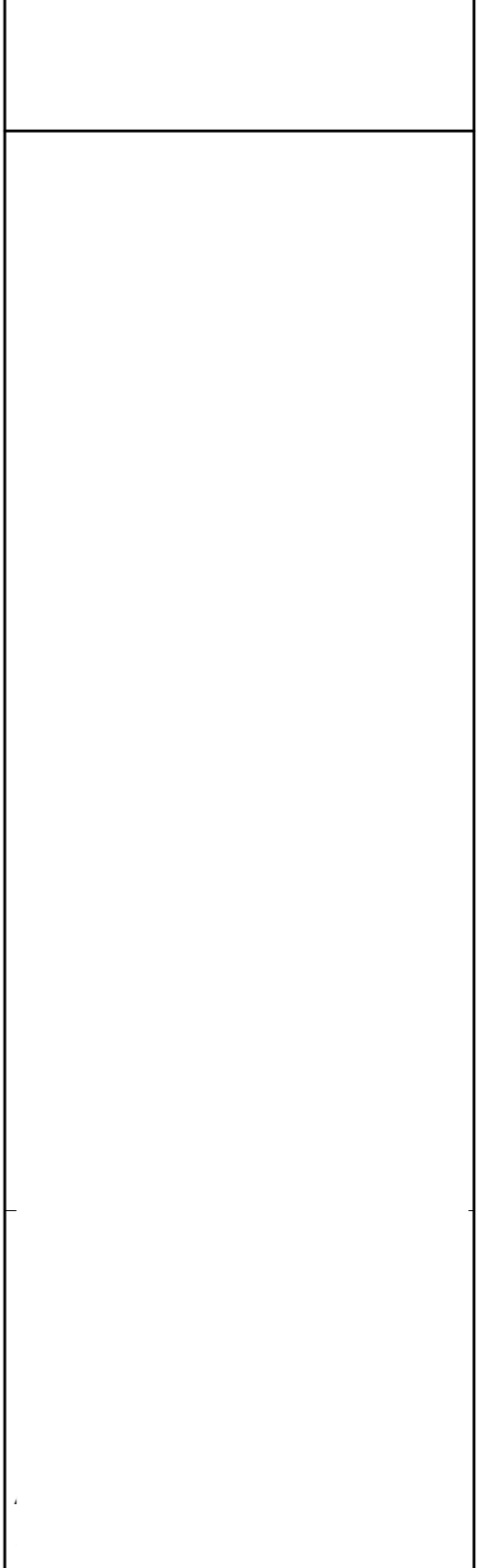
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Section
51

Division
LYNEHAM

FLOOR NUMBER
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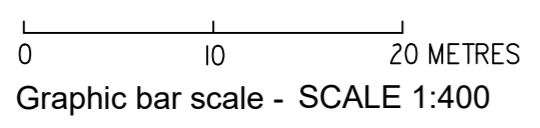


CLASS A UNITS AND UNIT
 SUBSIDIARIES SEE SHEET 8 FOR
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16075

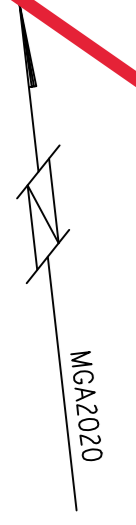
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 Form 091 - FP



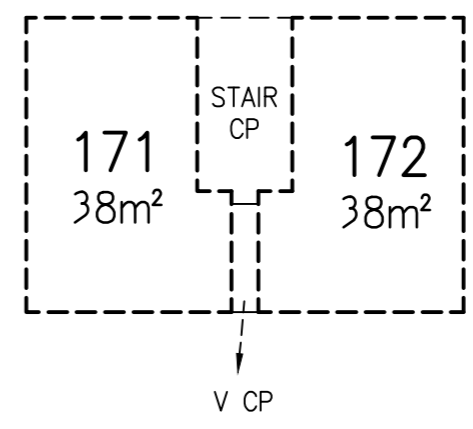
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Block	13
Section	51
Division	LYNEHAM
FLOOR NUMBER	LEVEL 1

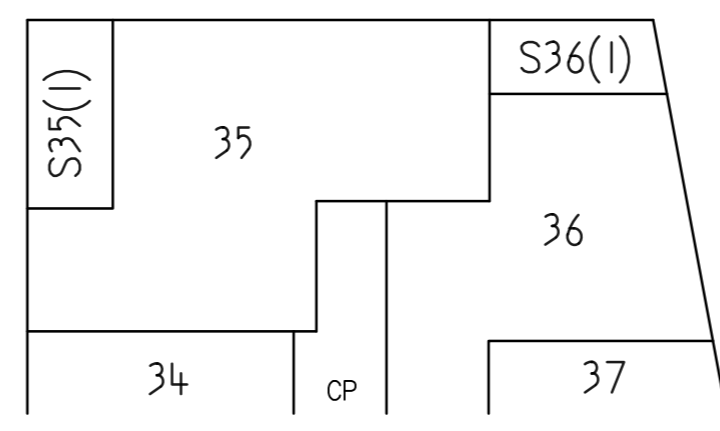
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TERRITORIAL LAND



STAGE 2 (UNDER CONSTRUCTION)
 STAGE BOUNDARY
 STAGE 1



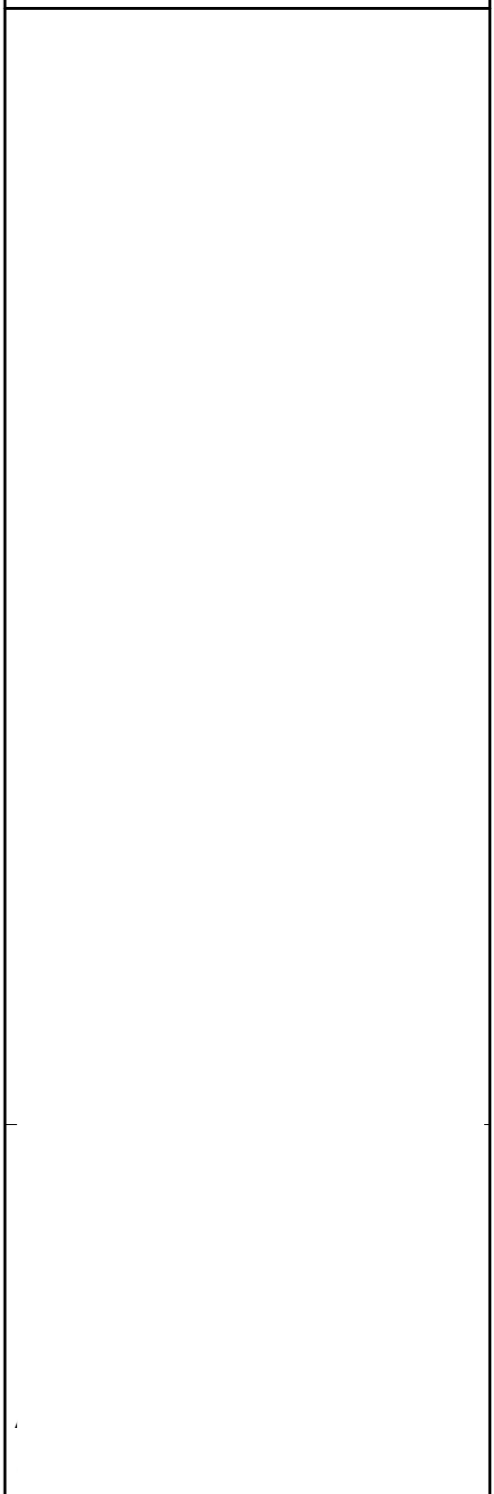
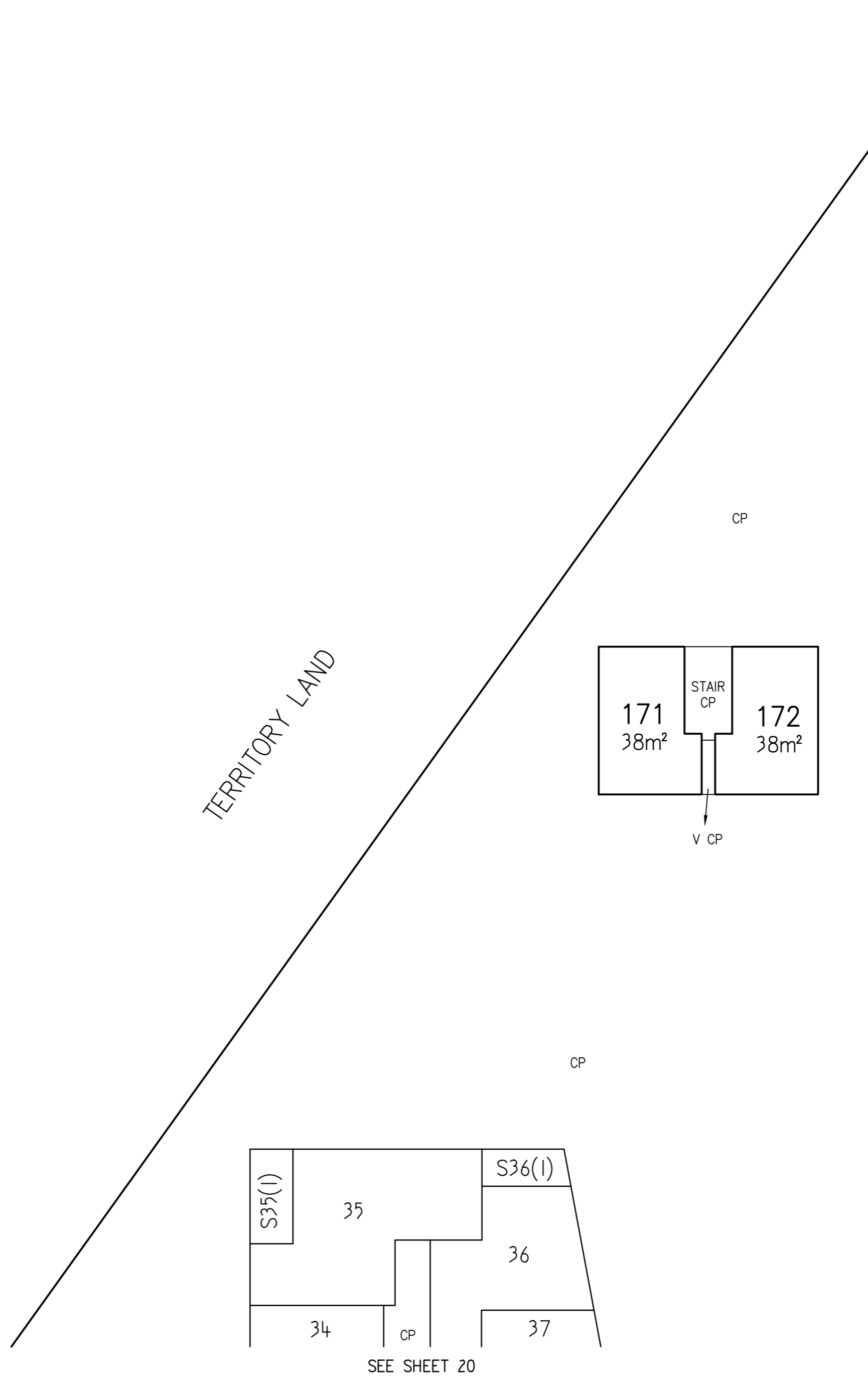
NORTHBOURNE AVENUE

CLASS A UNITS AND UNIT
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SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

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16075

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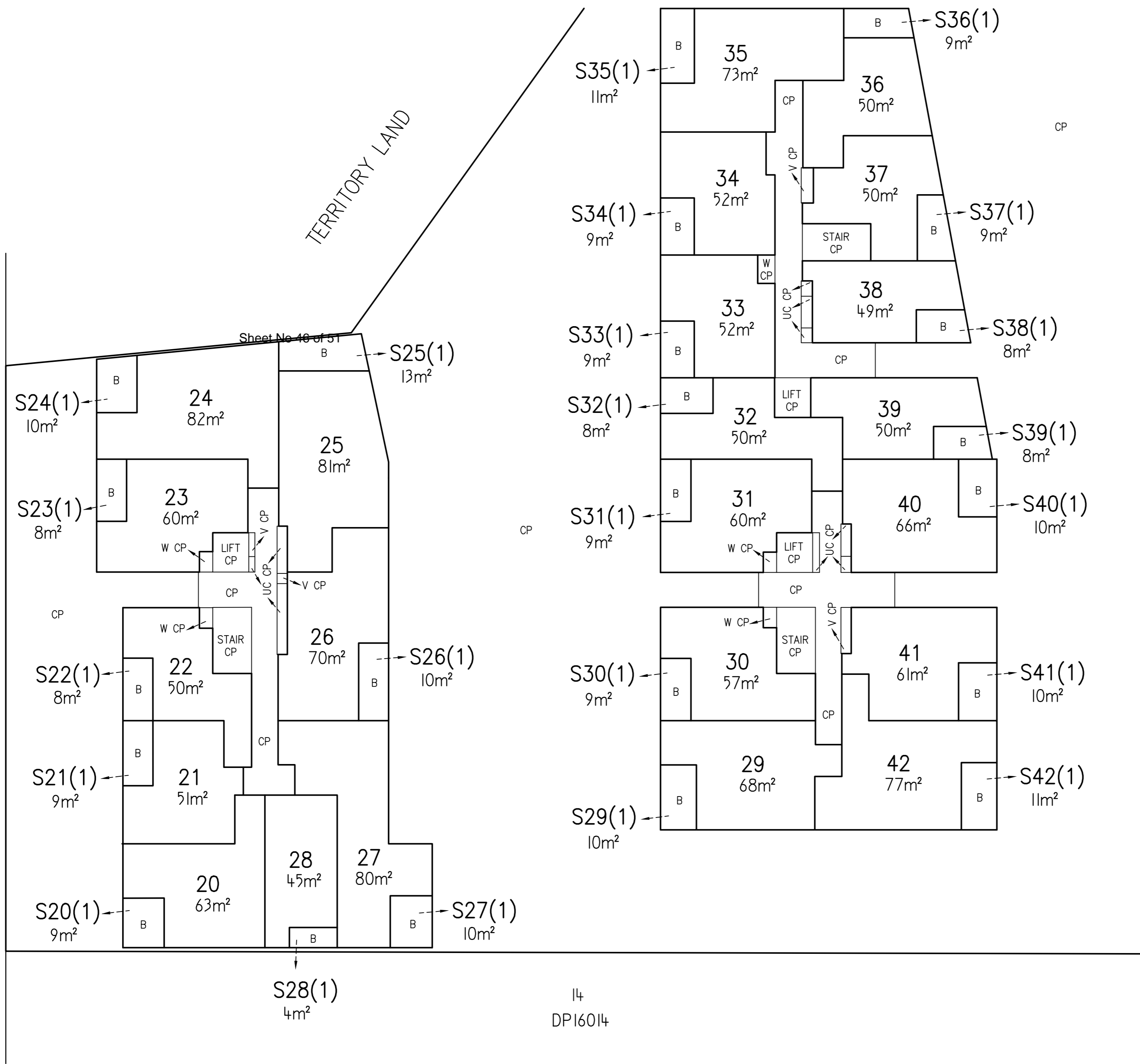
SEE SHEET 19

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DE BURGH STREET

AVENUE NORTHBOURNE



LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
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CLASS A UNITS AND UNIT SUBSIDIARIES SEE SHEET 8 FOR LEGEND

UNITS PLAN No.
16075

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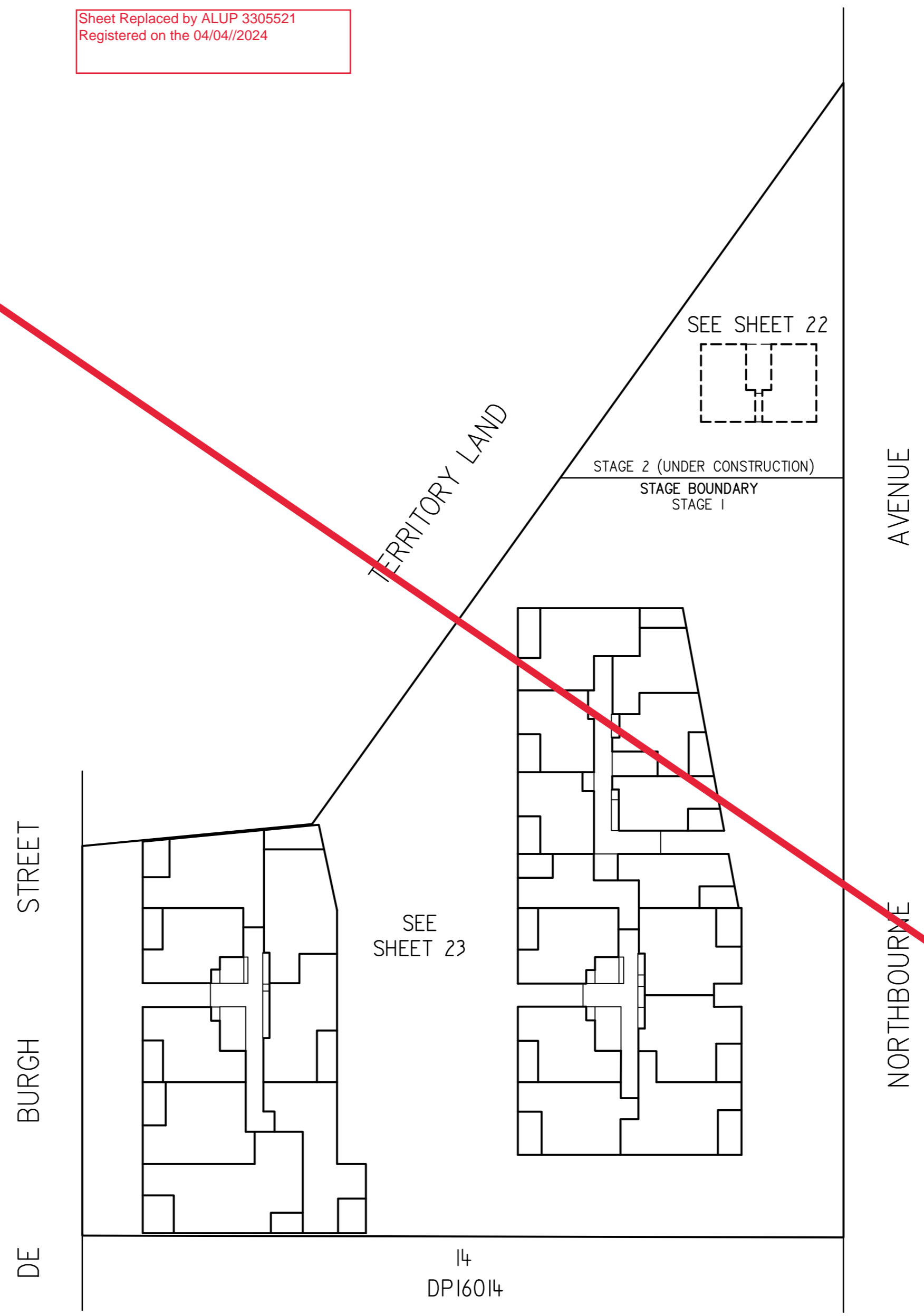
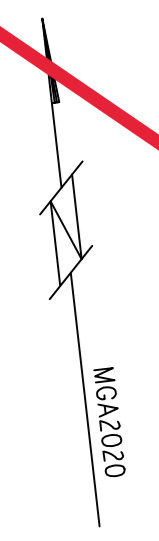
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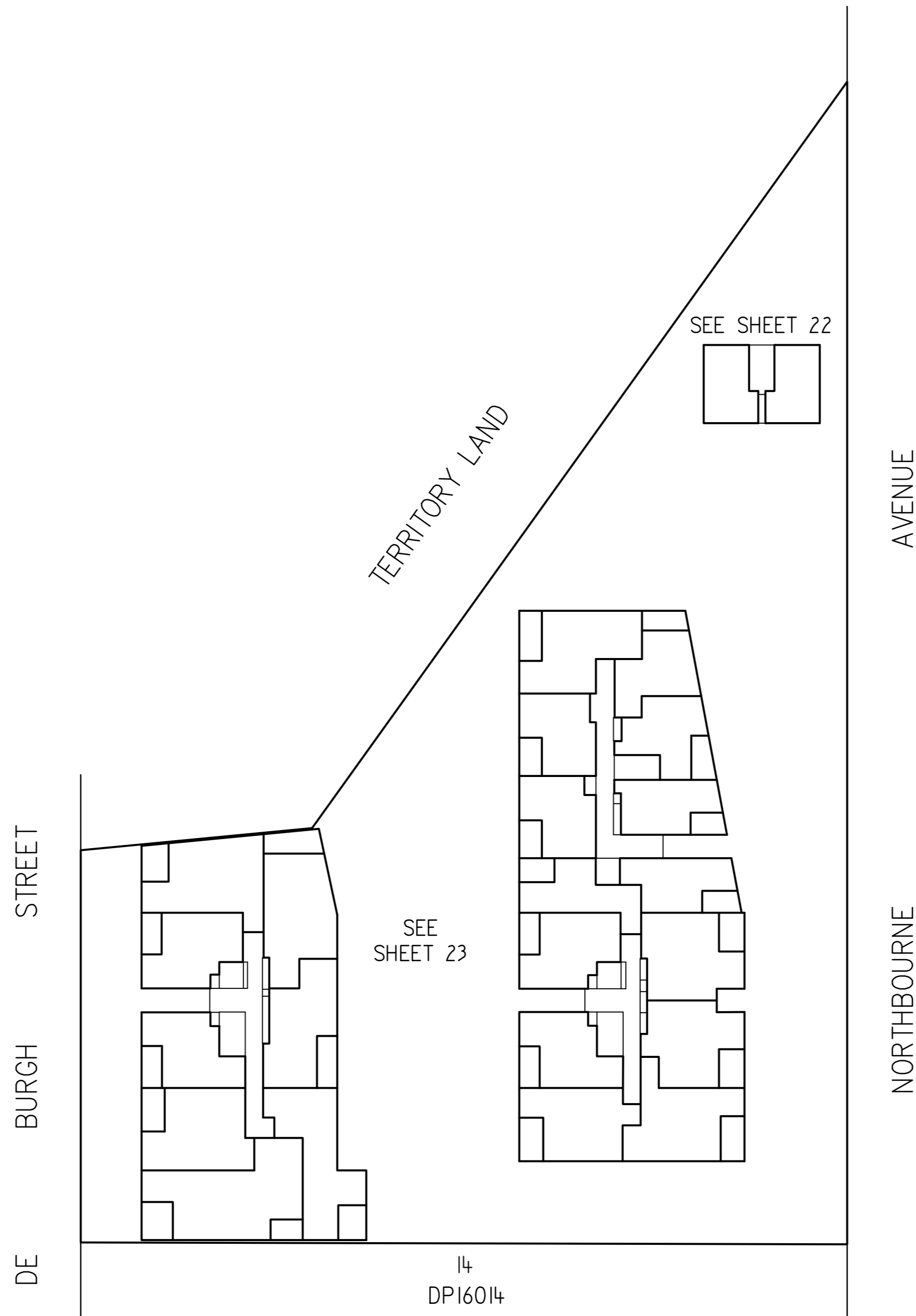
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Section	51
Division	LYNEHAM
FLOOR NUMBER	LEVEL 2

CLASS A UNITS AND UNIT
 SUBSIDIARIES SEE SHEET 8 FOR
 LEGEND

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 16075

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LEVEL 2

CLASS A UNITS AND UNIT
 SUBSIDIARIES SEE SHEET 8 FOR
 LEGEND

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16075

Form 3

Form 091 - FP

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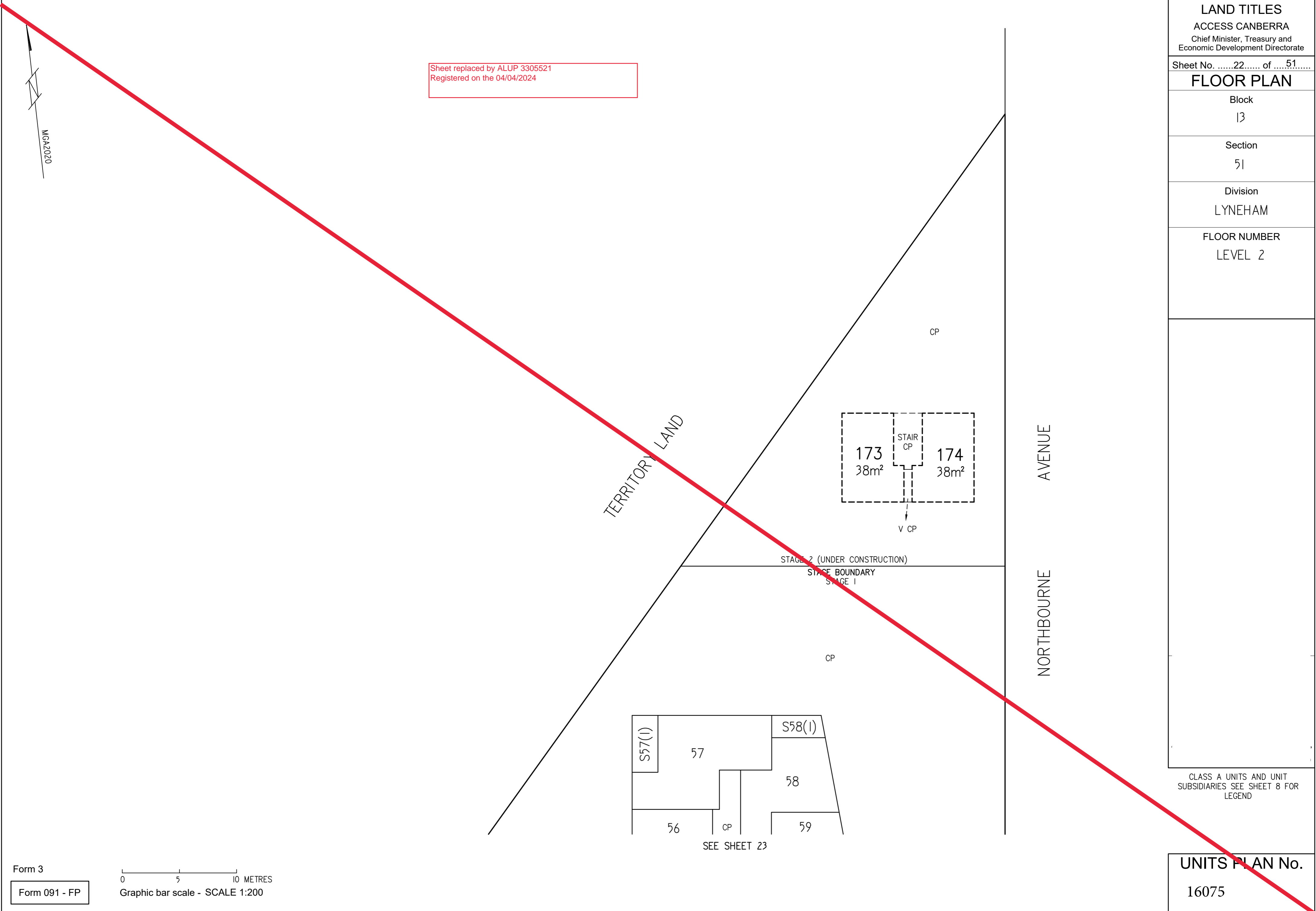
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Block	13
Section	51
Division	LYNEHAM
FLOOR NUMBER	LEVEL 2

CLASS A UNITS AND UNIT
 SUBSIDIARIES SEE SHEET 8 FOR
 LEGEND

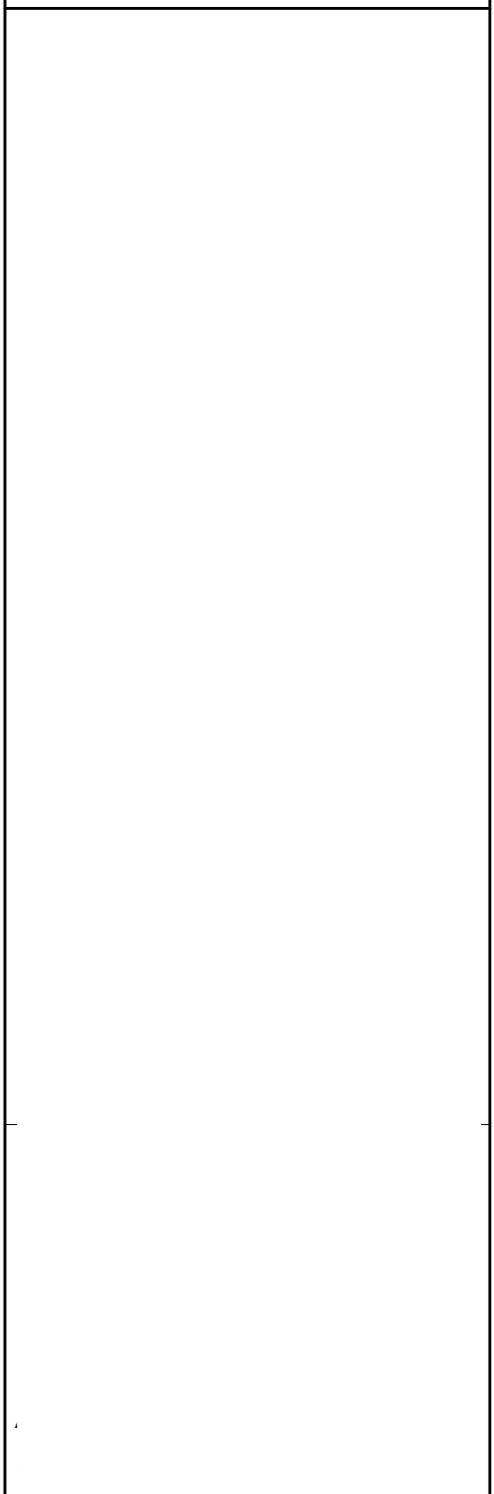
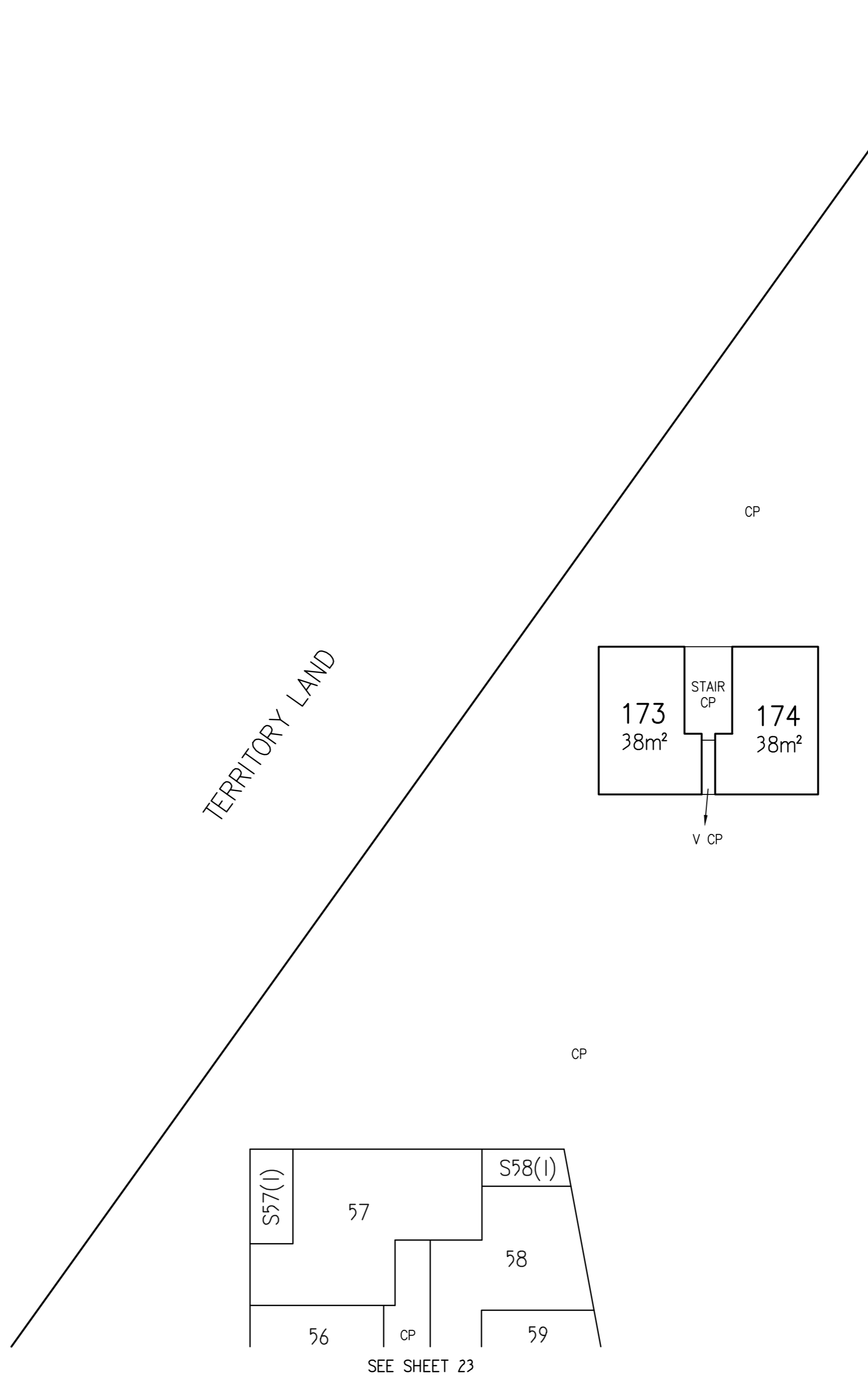
UNITS PLAN No.
 16075

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CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No. 16075

Form 3
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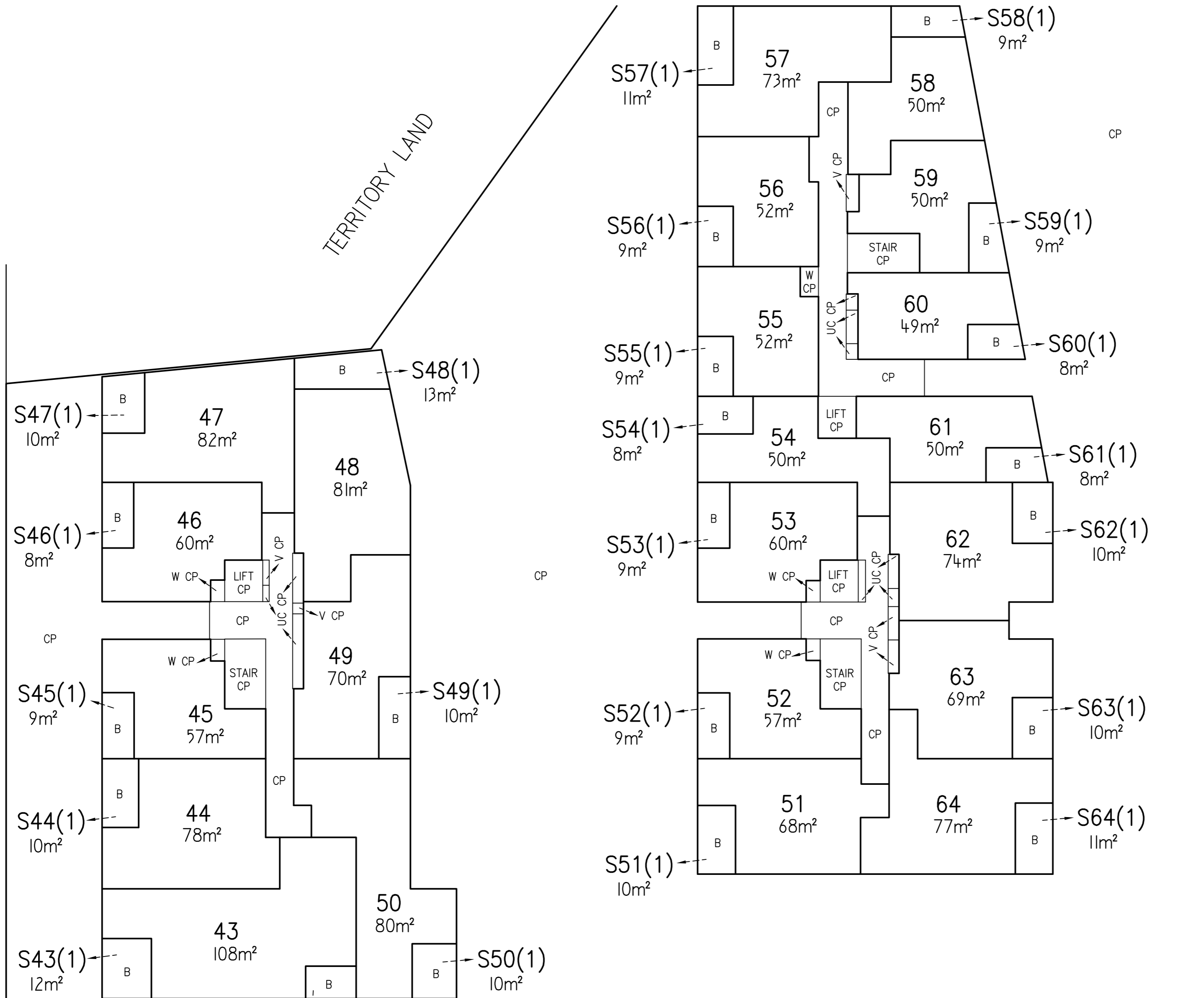


SEE SHEET 22

TERRITORY LAND

DE BURGH STREET

AVENUE NORTHBOURNE



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7m²

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LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
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FLOOR PLAN
Block 13
Section 51
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CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

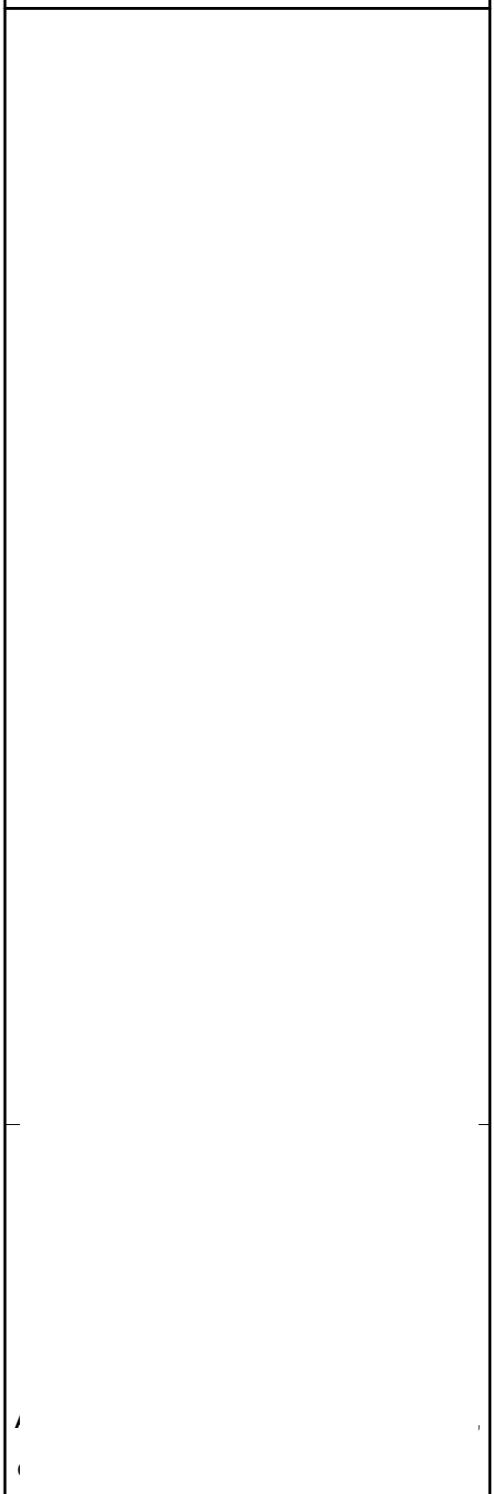
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16075

Form 3
Form 091 - FP
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Graphic bar scale - SCALE 1:200

FLOOR PLAN

Block	13
Section	51
Division	LYNEHAM
FLOOR NUMBER	LEVEL 3



CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

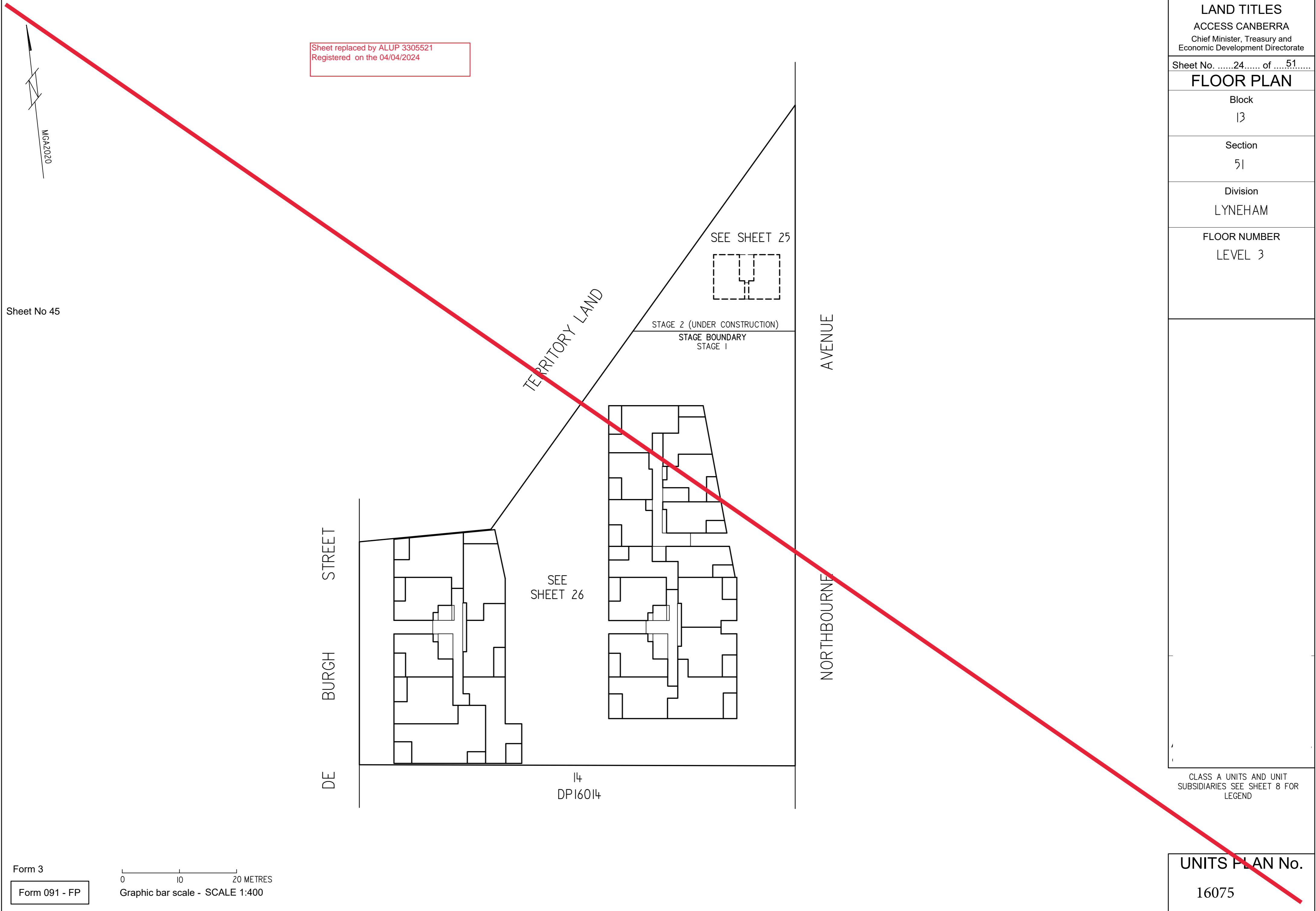
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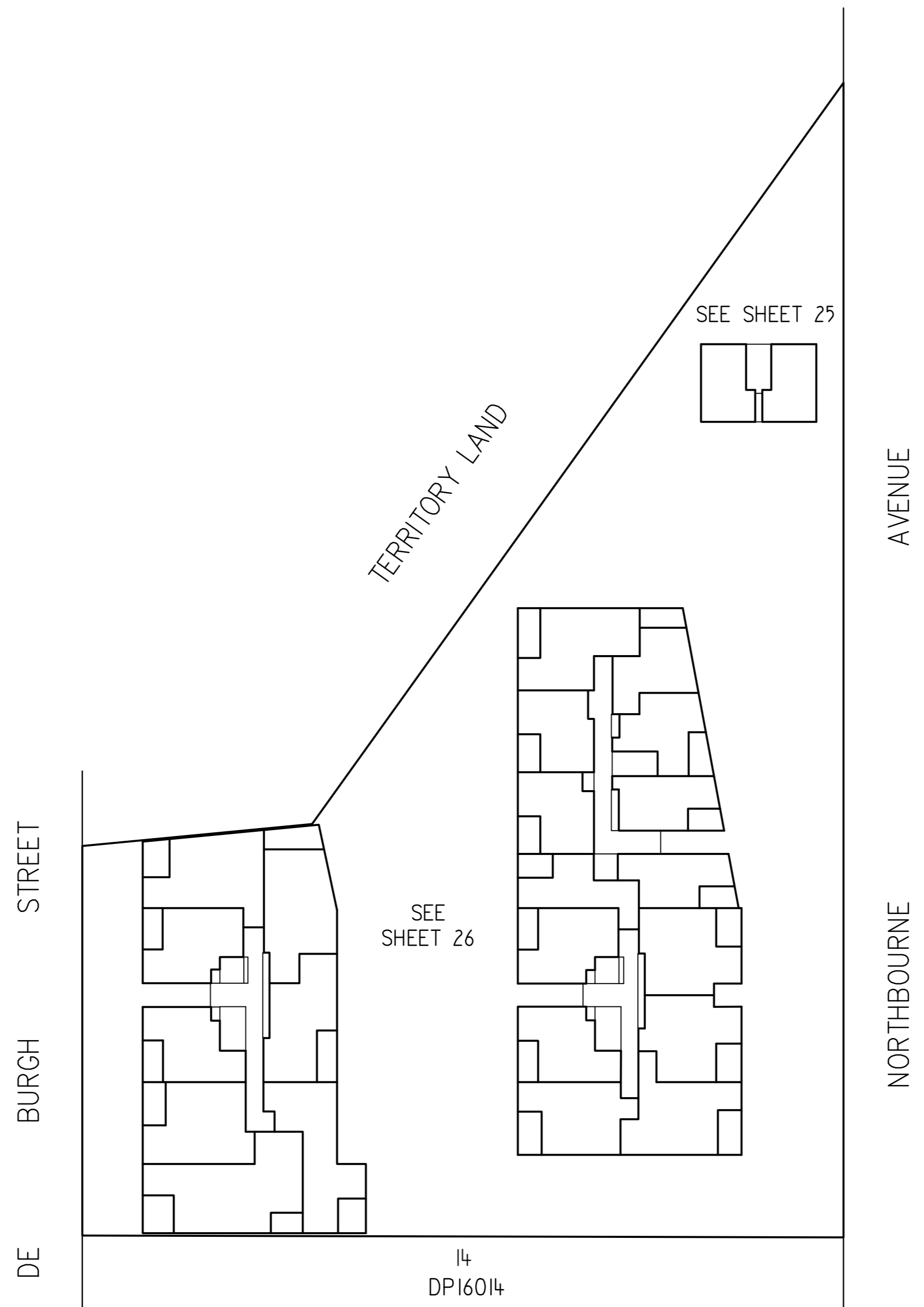
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Registered on the 04/04/2024

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

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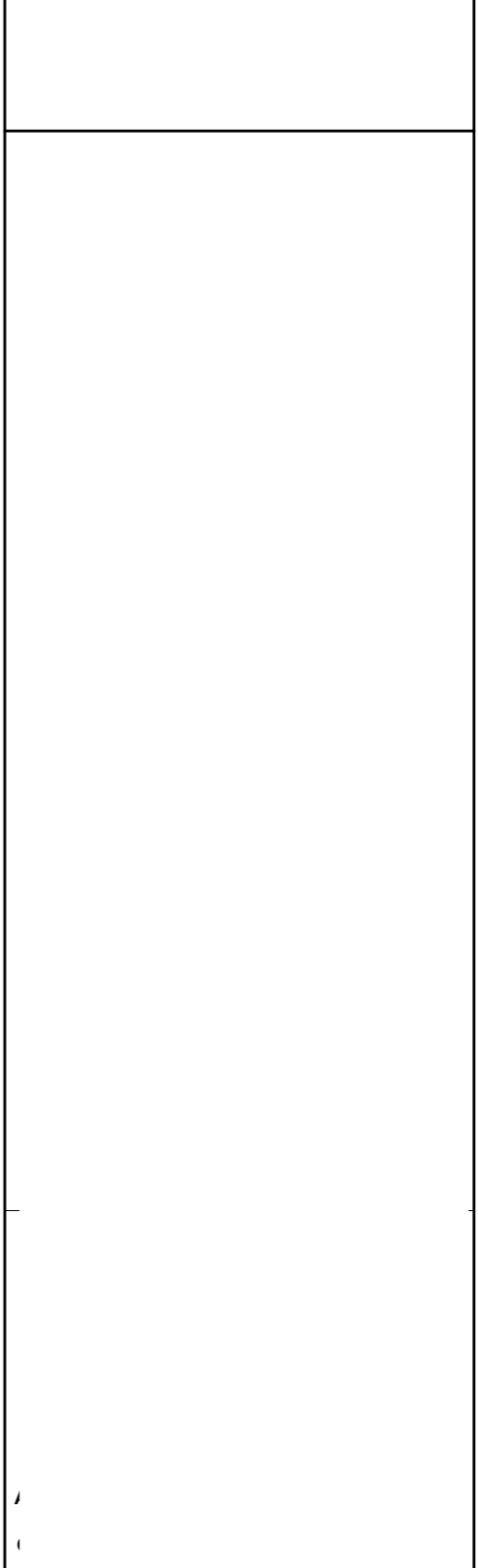
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Block
13

Section
51

Division
LYNEHAM

FLOOR NUMBER
LEVEL 3

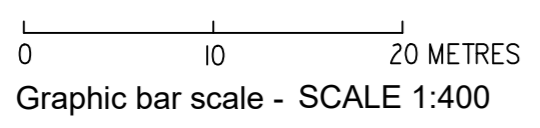


CLASS A UNITS AND UNIT
 SUBSIDIARIES SEE SHEET 8 FOR
 LEGEND

UNITS PLAN No.

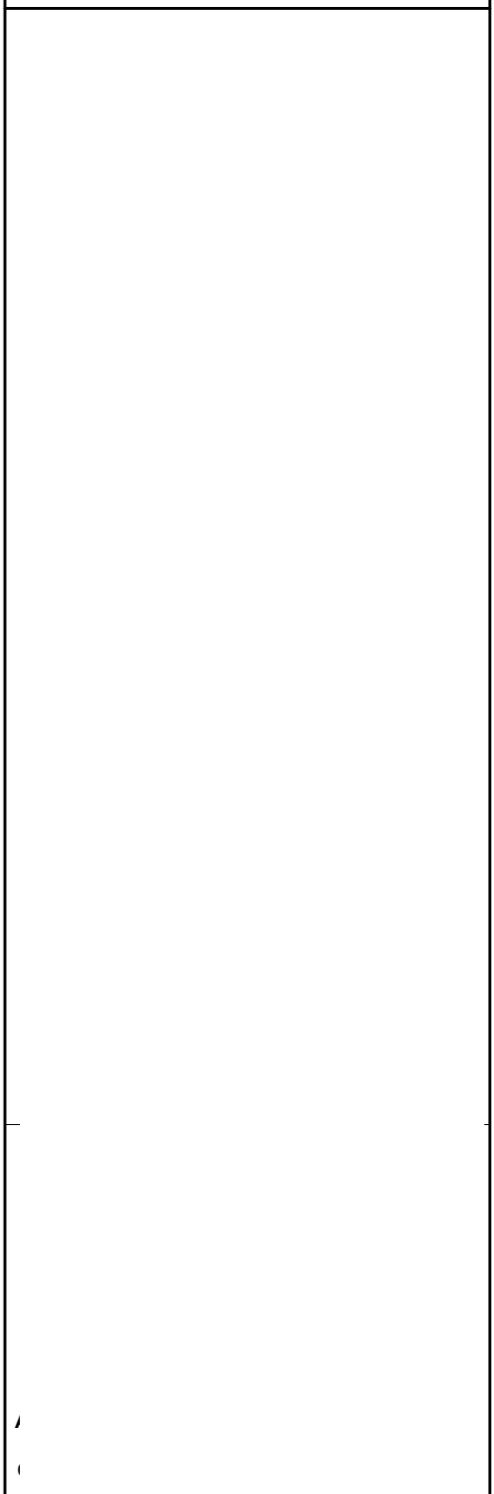
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Form 3
 Form 091 - FP



FLOOR PLAN

Block	13
Section	51
Division	LYNEHAM
FLOOR NUMBER	LEVEL 3



CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

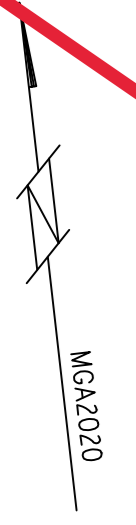
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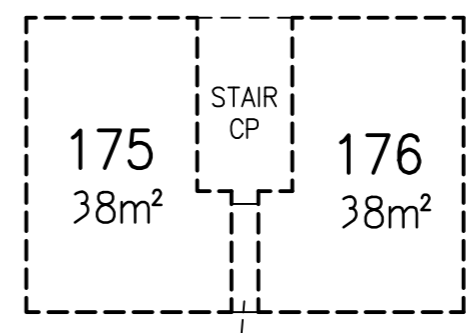
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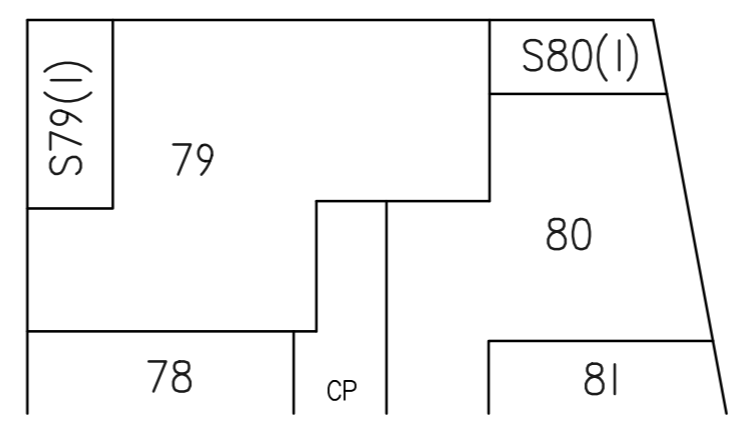
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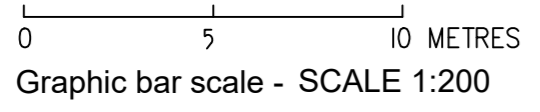
TERRITORIAL LAND



STAGE 2 (UNDER CONSTRUCTION)
STAGE BOUNDARY
STAGE 1

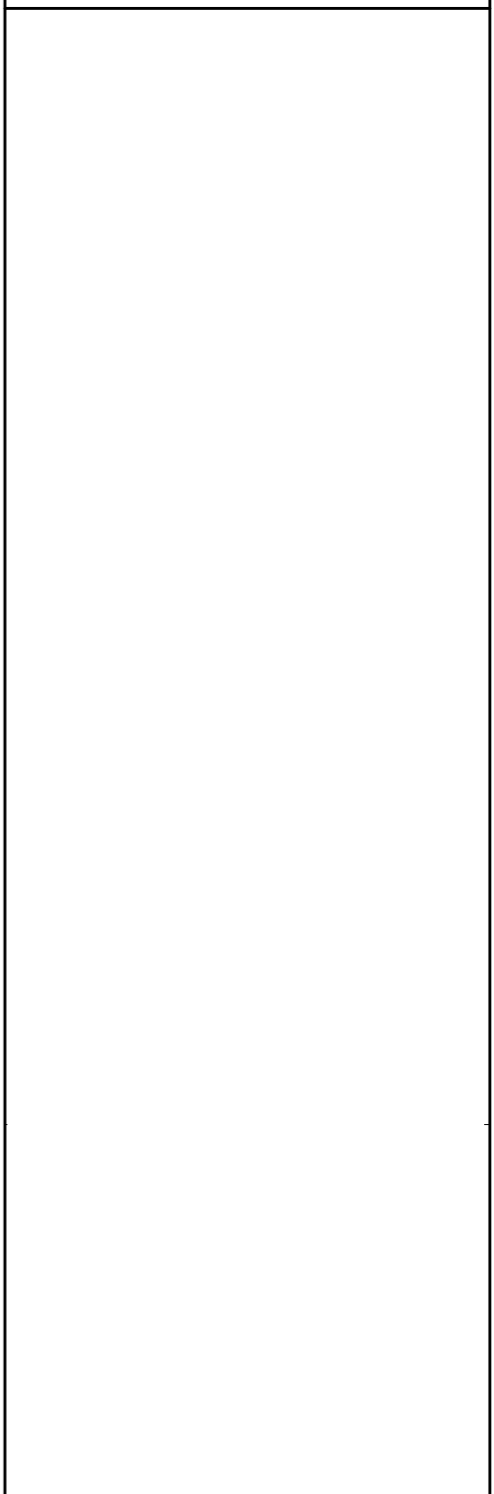
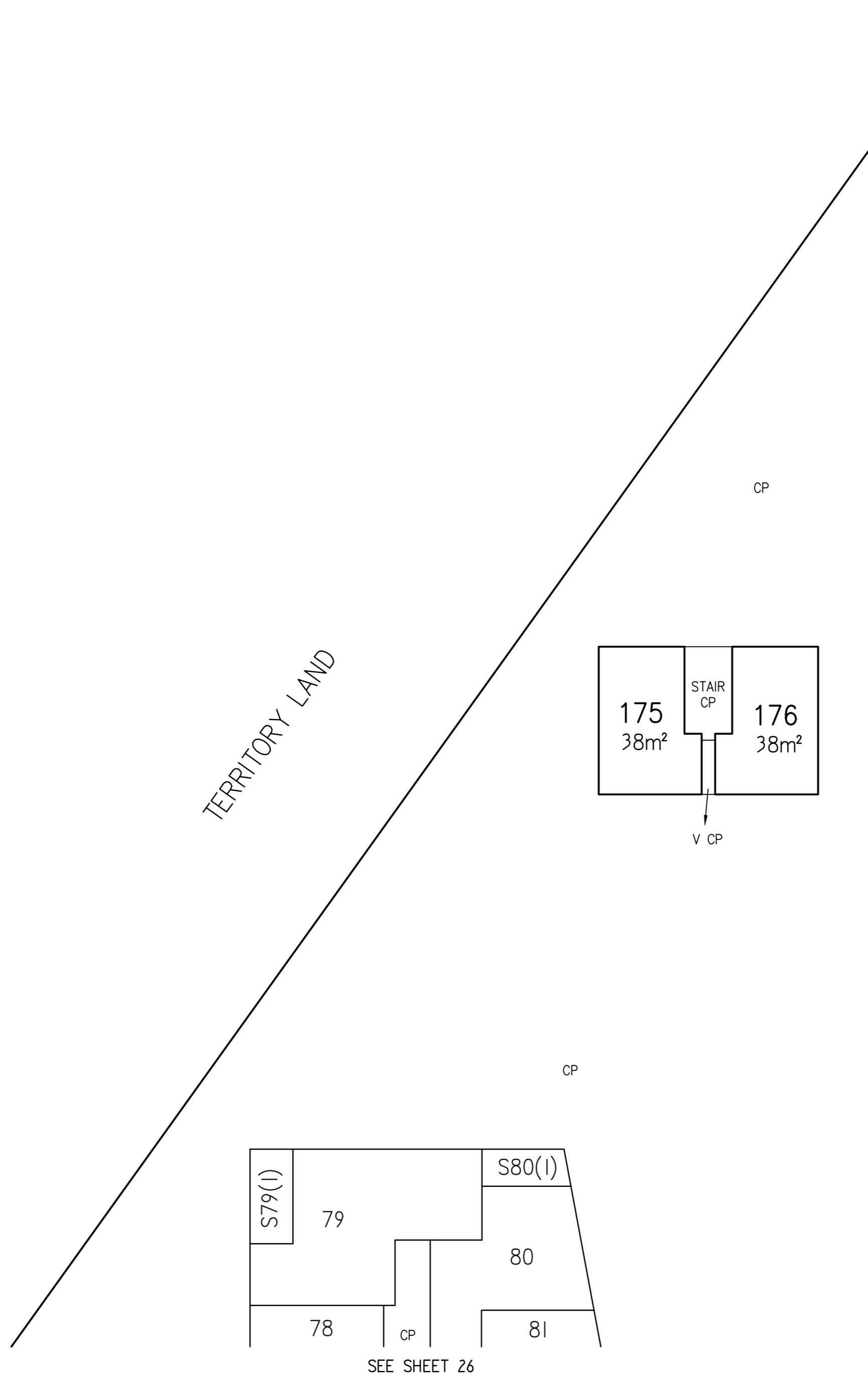


Form 3
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FLOOR PLAN
Block 13
Section 51
Division LYNEHAM
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CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
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UNITS PLAN No. 16075

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Form 091 - FP
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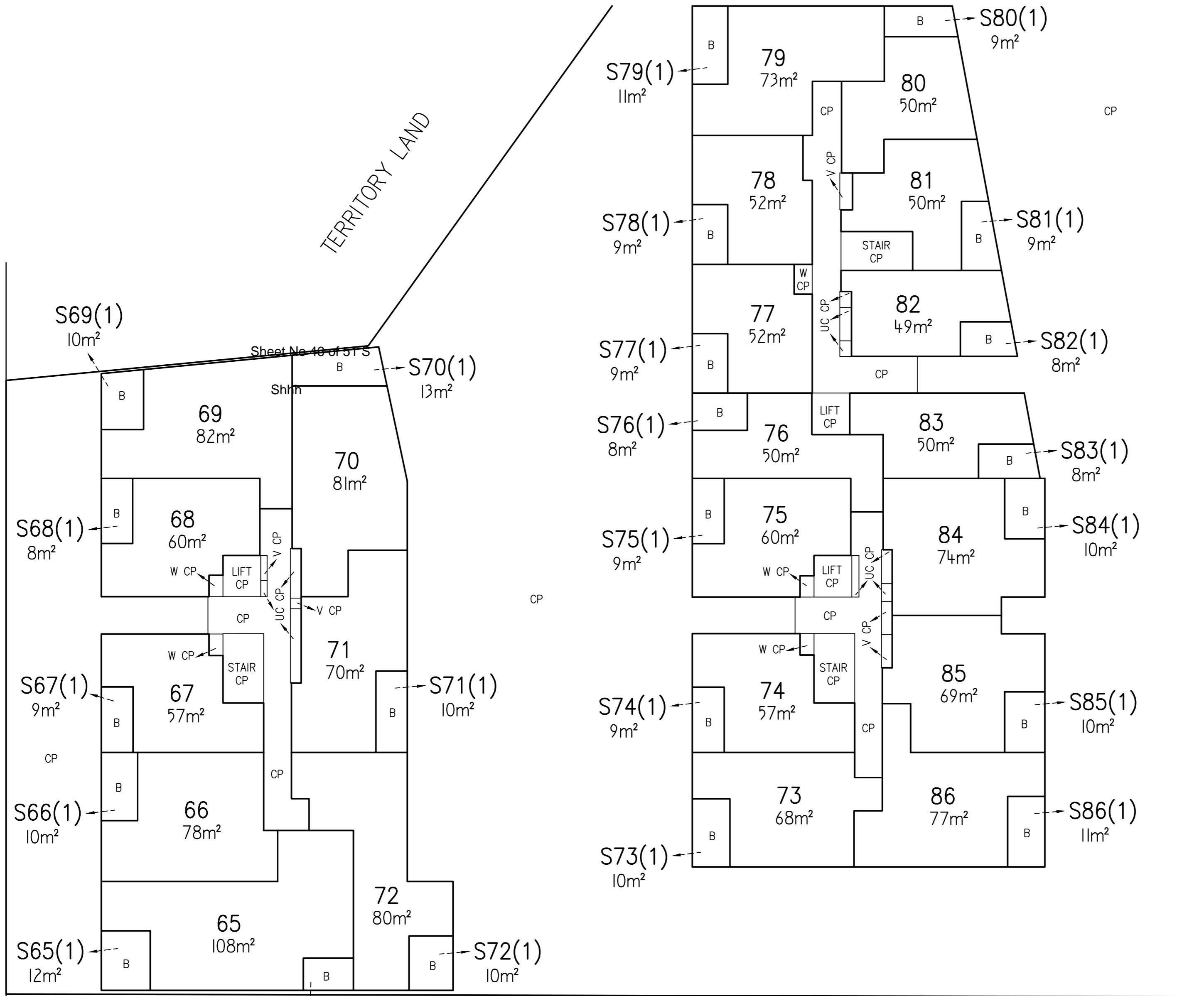
TERRITORY LAND

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DE BURGH STREET

AVENUE NORTHBOURNE



S65(2)
7m²

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Section 51
Division LYNEHAM
FLOOR NUMBER LEVEL 3

CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
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16075

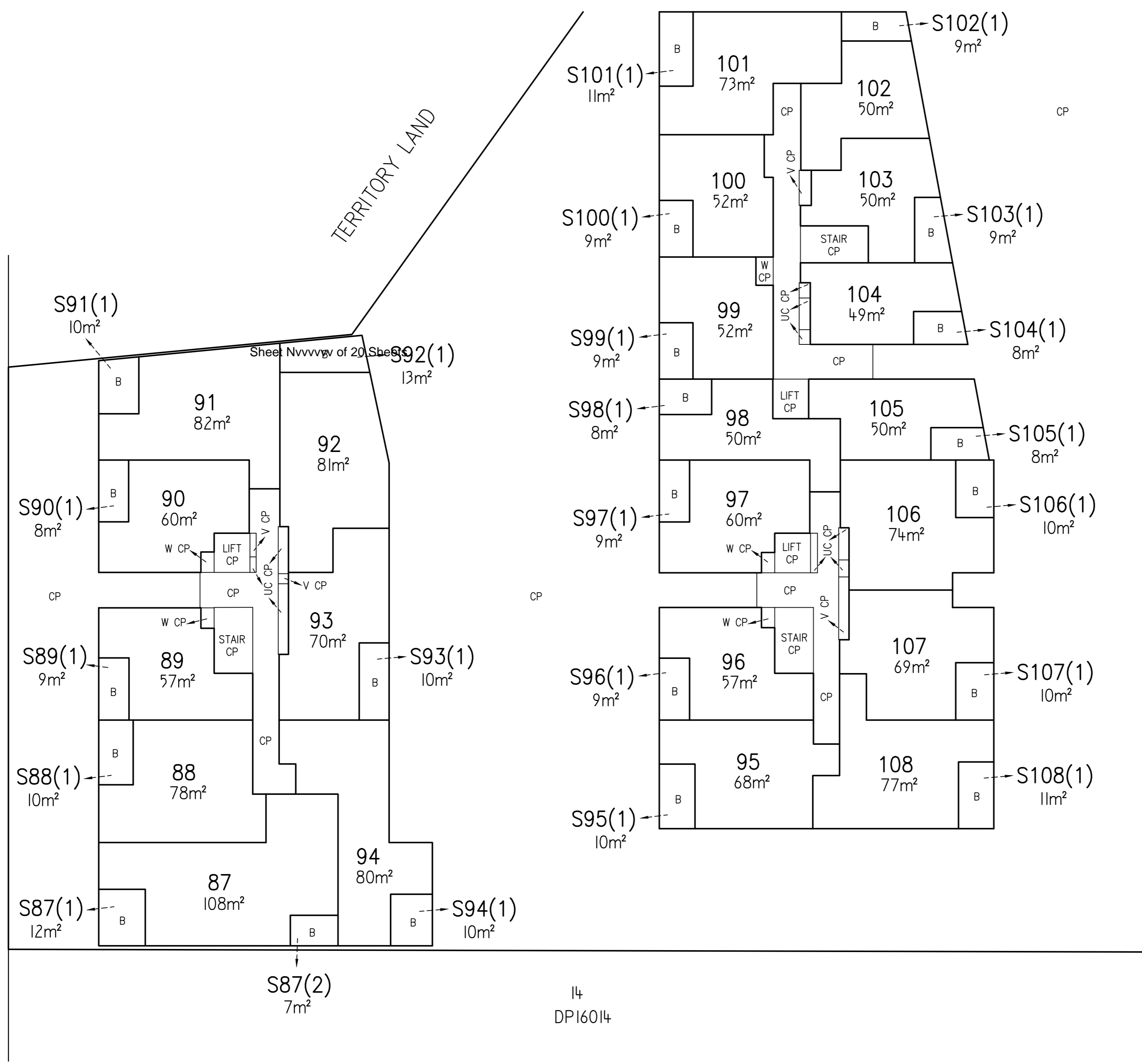
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Graphic bar scale - SCALE 1:200



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AVENUE NORTHBOURNE

TERRITORY LAND



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Chief Minister, Treasury and
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LYNEHAM

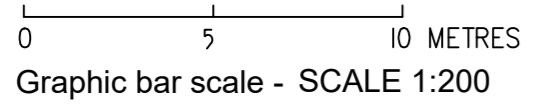
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CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

16075

Form 3
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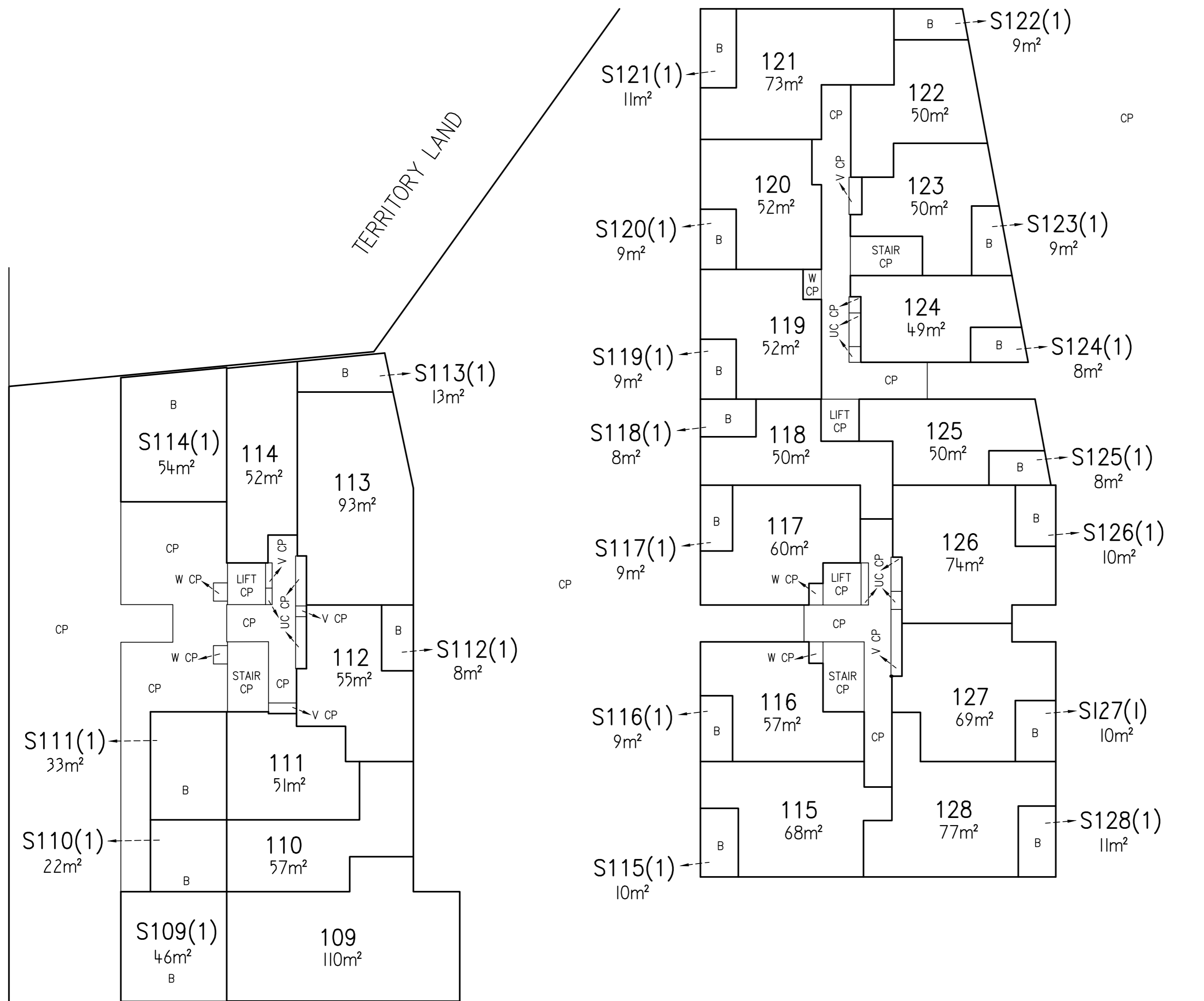




DE BURGH STREET

TERRITORY LAND

AVENUE NORTHBOURNE



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CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

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16075

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Form 091 - FP
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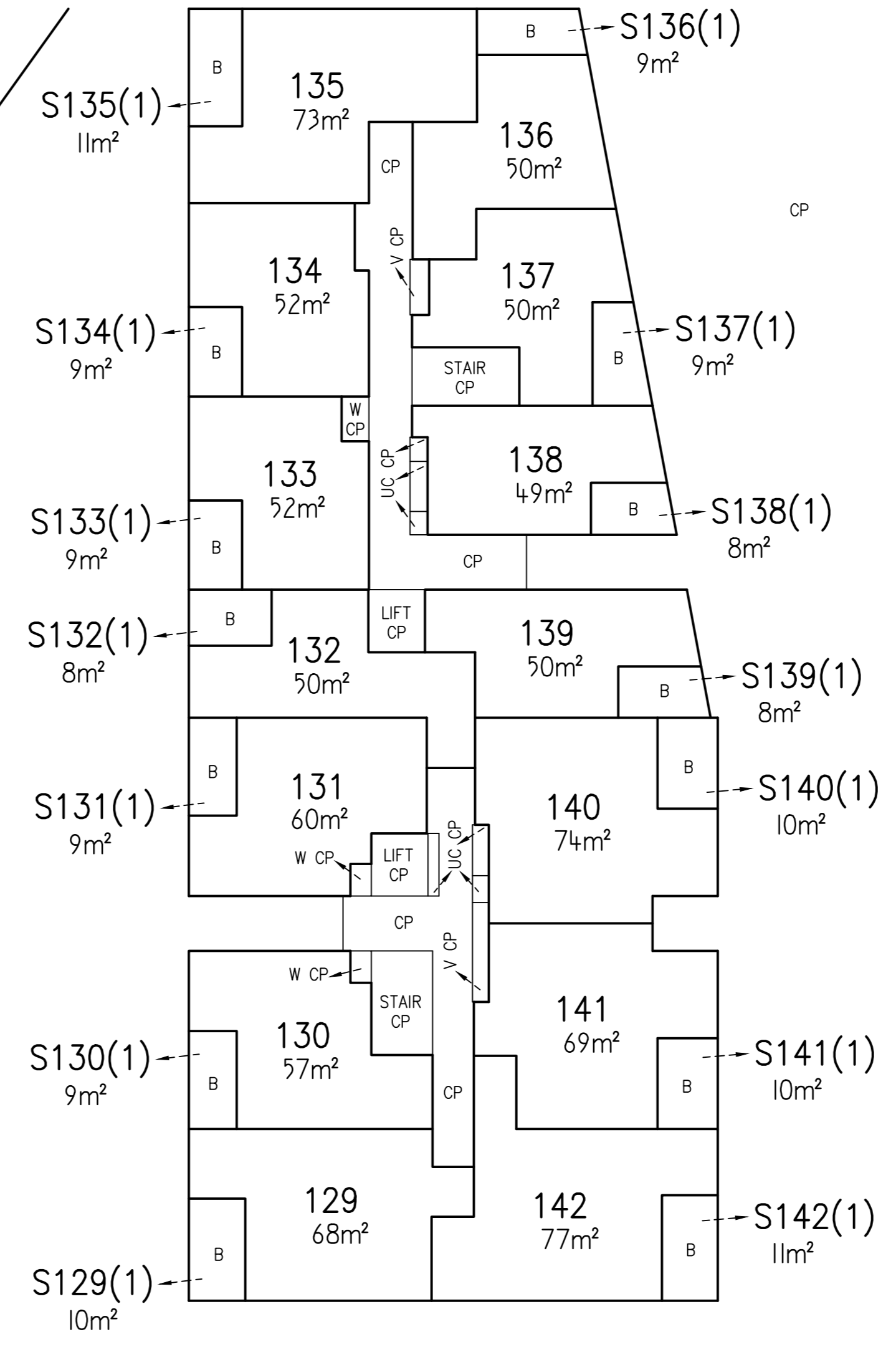


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AVENUE NORTHBOURNE



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LAND TITLES
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FLOOR PLAN

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Section
51

Division
LYNEHAM

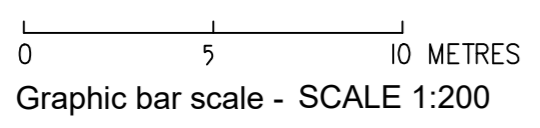
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SUBSIDIARIES SEE SHEET 8 FOR
LEGEND

UNITS PLAN No.

16075

Form 3
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TERRITORY LAND

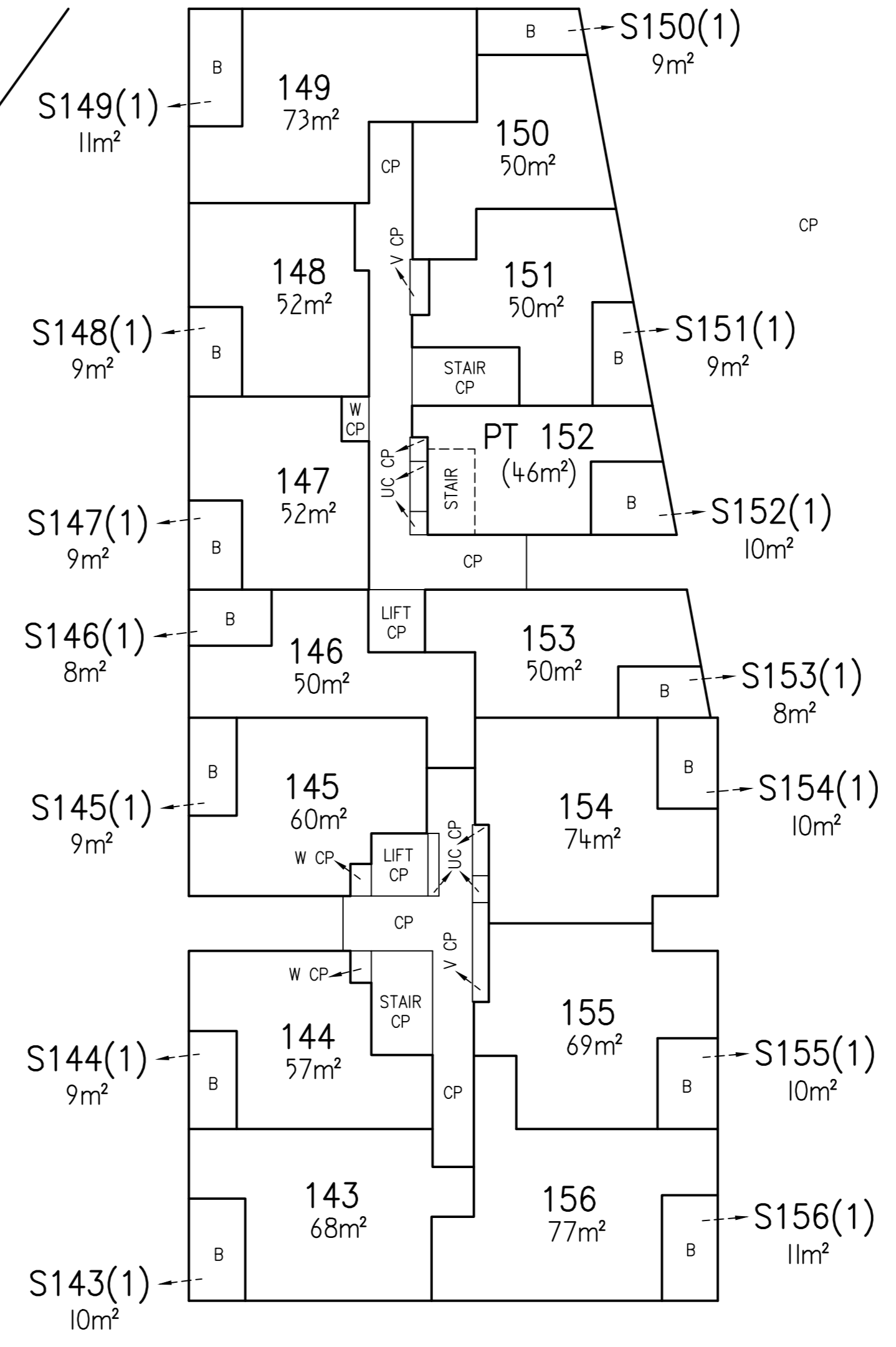
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AVENUE NORTHBOURNE



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ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

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Division
LYNEHAM

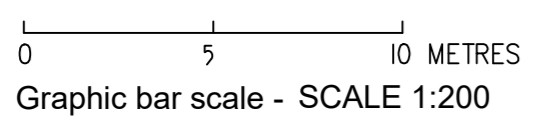
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CLASS A UNITS AND UNIT
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LEGEND

UNITS PLAN No.

16075

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Form 091 - FP



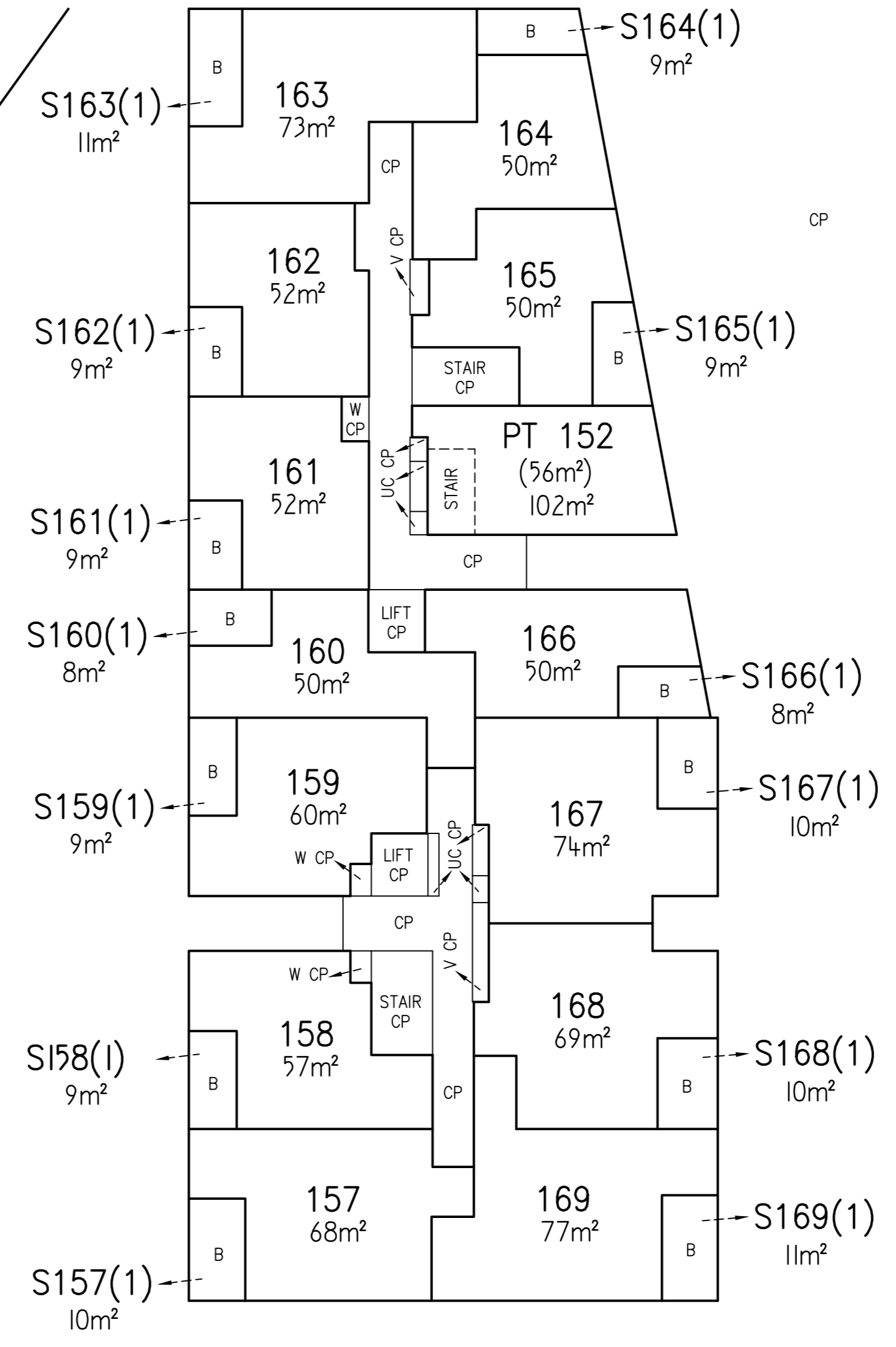


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AVENUE NORTHBOURNE



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LAND TITLES
ACCESS CANBERRA
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Division
LYNEHAM

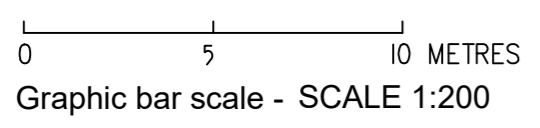
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LEVEL 8

CLASS A UNITS AND UNIT
SUBSIDIARIES SEE SHEET 8 FOR
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UNITS PLAN No.

16075

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Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 16075

Block 13 Section 51 Division of LYNEHAM

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

- | | | |
|--------------------------------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the thirteenth day of September Two thousand one hundred and twenty two. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| RESERVATION
FOR
SERVICES | 3. | <p>That:</p> <p>(a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as;</p> <p style="margin-left: 40px;">(A) proposed water supply service easement 4 wide;
 (B) proposed drainage easement variable width; and
 (C) proposed water supply and draining service easement 4 wide</p> <p>as shown on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");</p> <p>(b) the service provider may:</p> <p style="margin-left: 40px;">(i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and</p> <p style="margin-left: 40px;">(ii) do anything reasonably necessary for that purpose, including without limitation:</p> <p style="margin-left: 80px;">(A) entering or passing through the parcel of land;</p> <p style="margin-left: 80px;">(B) taking anything on to the parcel of land; and</p> |

- (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 Reservation;
- (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 Reservation UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Reservation, “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.

- TERRITORY AS SERVICE PROVIDER 4. For the purpose of Clause 3(a) – (g), where there is no relevant provider, the Reservation granted under Clause 3(a) is instead granted in favour of the Territory (referred to as the “service provider”);
- STAGING 5. Each Lessee of each of the Units Nos 1 - 176 inclusive shall on or before the fourteenth day of September Two thousand and twenty seven or within such further time as may be approved in writing by the Planning and Land Authority (“the Authority”) complete the erection of each unit (with the necessary and usual appurtenances outbuildings and fences) in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every applicable Statute Ordinance or Regulation.
6. Each Lessee of each of the Units Nos 1 - 176 inclusive covenants with 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 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;
- PURPOSE (c) To use the premises for one or more of the following purposes:
- (i) community use;
- (ii) guest house;
- (iii) hotel;
- (iv) indoor recreation facility;
- (v) motel;
- (vi) non-retail commercial use EXCLUDING office;
- (vii) residential use EXCLUDING secondary residence and single dwelling housing;
- (viii) serviced apartment; and

(ix) shop;

PROVIDED ALWAYS THAT supermarket is limited to a maximum gross floor area of 750 square metres per tenancy;

NOISE MANAGEMENT	(d)	That the Lessee must, prior to the use of the premises for hotel and indoor recreation facility implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority; or its successor;
UNIT SUBSIDIARY	(e)	Not to use any unit subsidiary to that unit as a habitation;
SERVICE AREAS	(f)	That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
BUILDING SUBJECT TO APPROVAL	(g)	That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel of land or make any structural alterations to the unit;
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(h)	That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
REPAIR	(i)	That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ;
FAILURE TO REPAIR	(j)	If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or

Sheet No 45 of

improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

(k) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

(l) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

(m) 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;

(ii) to which the Tree Protection Act 2005, applies;

MINERALS AND WATER

(n) All minerals on or in the parcel of land and the right to the use, flow and control of ground water under the surface of the parcel of land are reserved to the Territory.

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

QUIET ENJOYMENT

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

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

TERMINATION	<p>(a) That if:</p> <ul style="list-style-type: none"> (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or (ii) the unit to be constructed by the Lessee pursuant to this lease is not completed by the Lessee within the time specified in Clause 5 of this lease; or (iii) 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 (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach <p>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;</p>
ACCEPTANCE OF RENT	<p>(b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 8(a)(i), (ii), (iii) or (iv) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 8(a);</p>
FURTHER LEASE	<p>(c) That any extension of terms for all the leases shall be in accordance with the provisions of the <u>Planning and Development Act 2007</u>;</p>
NOTICES	<p>(d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;</p>

EXERCISE OF
POWERS

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

9. In this schedule unless the contrary intention appears:

- (a) “apartment” means a dwelling located within a building containing two or more dwellings and which is not an attached house;
- (b) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) “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;
- (d) “bulky goods retailing” means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or
 - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (e) “business agency” means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (f) “caretaker’s residence” means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;

- (g) “child care centre” means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (h) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (i) “commercial accommodation unit” means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (j) “community activity centre” means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (k) “community theatre” means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatre run by non-profit organisations;
- (l) “community use” means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and religious associated use;
- (m) “cultural facility” means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (n) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;

- (o) “dwelling” has the same meaning as in the Planning and Development Regulation 2008;
- (p) “educational establishment” means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (q) “financial establishment” means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (r) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any floor area reasonably used and necessary solely for fixed mechanical plant, bicycle parking and associated end-of-trip facilities, and/or basement car parking;
- (s) “guest house” means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (t) “health facility” means the use of the parcel of land for providing health care services, (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (u) “hospital” means the use of the parcel of land for medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (v) “hotel” means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;

- (w) “indoor recreation facility” means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (x) “Lessee” shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (y) “motel” means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;
- (z) “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;
- (aa) “non-retail commercial use” means business agency, financial establishment, office and public agency;
- (bb) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (cc) “place of worship” means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;

- (dd) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (ee) “public agency” means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (ff) “religious associated use” means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (gg) “residential care accommodation” means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (hh) “residential use” means caretaker’s residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;
- (ii) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (jj) “retirement village” means premises where older members of the community or retired people live, or will live, in independent living units or services units, under a retirement village scheme;
- (kk) “retirement village scheme”, for a retirement village, means a scheme under which a person may:
 - (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and

- (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (ll) “serviced apartment” means an apartment that is used as a commercial accommodation unit;
- (mm) “shop” means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky good retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (nn) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (oo) “supportive housing” means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (pp) “take-away food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (qq) “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);
- (rr) “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;
- (ss) “unit subsidiaries” has the same meaning as in the Unit Titles Act 2001;

- (tt) words in the singular include the plural and vice versa;
- (uu) words importing one gender include the other genders;
- (vv) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....Seventh..... day ofNovember.....2023.



Aaron Oshyer

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

LESSEE: ALUMUNA PROPERTY PTY LTD ACN 610 083 684



Xi He
Sole Director

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 16075

Block 13 Section 51 Division of LYNEHAM

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 thirteenth day of September Two thousand one hundred and twenty two.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as:
 - (A) proposed water supply service easement 4 wide;
 - (B) proposed drainage easement variable width; and
 - (C) proposed water supply and drainage service easement 4 wideas shown on the Deposited Plan, a reservation ('Reservation') 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 Reservation; 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 Reservation;
 - (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 Reservation UNLESS written advice from the service provider is obtained;
 - (f) for the purposes of the Reservation, “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. For the purposes of Clause 3(a) – (g), where there is no relevant provider, the Reservation granted under clause 3(a) is instead granted in favour of the Territory (referred to as the “service provider”);
 5. The Owners - Units Plan No.16075 (“the Owners Corporation”) covenants with Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;

- (b) To permit the builders their servants and agents to build construct erect and provide by the fourteenth day of September Two thousand and twenty seven or within such further time as may be approved in writing by the Authority the following services and facilities on the common property:
- (i) storage areas covered carparking hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants water supply pipes hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (ii) landscaping work in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (iii) all necessary electrical and telephone cables and wires to be placed underground in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority; and
 - (iv) all other necessary improvements and services that the Authority may require the builders to build erect construct or provide;
- (c) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
- (d) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owner's Corporations cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (e) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications preparation by the Lessee and previously submitted to and approved in writing by the Authority;
- (f) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

- (g) 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;
- (h) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (i) except where necessary for compliance with Clause 5(h) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (j) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

- (k) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (l) 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;
 - (ii) to which the Tree Protection Act 2005, applies;
 - (m) 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;
 - (n) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
6. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development 2007.

7. 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) “builders” means Alumuna Property Pty Ltd, PO Box 181, Civic Square, ACT 2608 their servants and agents and the servants and agents of each of them;
 - (c) “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;
 - (d) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any floor area reasonably used and necessary solely for fixed mechanical plant, bicycle parking and associated end-of-trip facilities, and/or basement car parking;
 - (e) “owners corporation” means the body corporate under the name of ‘The Owners - Units Plan No. 16075 ‘;
 - (f) “premises” means the parcel of land and any building or other improvements on the parcel of land;
 - (g) “services” means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
 - (h) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
 - (i) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
 - (j) words in the singular include the plural and vice versa;
 - (k) words importing one gender include the other genders;

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

Dated this.....Seventh..... day of.....November.....2023.



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

LESSEE: **ALUMUNA PROPERTY PTY LTD ACN 610 083 684**



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Sole Director

Development statement updated by ALUP 3305521
Registered on the 04/04/2024

JWLAND

DEVELOPMENT STATEMENT

Staging Plan for Block 13, Section 51

Prepared: 8 September 2023

(1)(a) Description of the Land:

The land is known as Block 13, Section 51 (formally Block 2, Section 115). The block address is currently 349 and 351 Northbourne Avenue and 100 De Burgh Street, Lyneham ACT 2602.

(1)(b) Development Application:

The Development Application (DA) DA201936691 was approved for the redevelopment of Block 13, Section 51, consisting of 169 apartments and 7 heritage apartments on 6 October 2021.

The built form comprises the following:

- 169 apartments across 8 levels with 3 levels of basement car parking; and
- 7 heritage regenerated apartments across 3 levels.

(1)(c) Staging Overview:

i. **Description of Works:**

The Development is to be carried out in two stages in accordance with the following staging schedule and staging plans.

A copy of the staging plans is included in Attachment 1.

Management aspects of each stage are detailed overleaf.

Stage 1:

Number of Units	169 residential
Buildings	A and B
Unit Numbers	1-169
Commencement Date	25/03/2022
Completion Date	20/10/2023

Description of Work:

Construction of Building A and B and associated landscaped works, in accordance with the DA approved plans.

In addition to the construction of Building A and B the following works will have been undertaken:

- Driveway and verge works to part of the site servicing Building A and B providing vehicular access off De Burgh Street;
- Verge and landscaping works to part of the site servicing Building A and B; and
- Infrastructure works including relocation and recommissioning of sewer tie, water mains, electrical and gas connections of the Development, to individual units and common property as required.

A copy of the staging plans is included at Attachment 1.

Access for Residents:

From completion of Stage 1, vehicular and pedestrian access to Building A and B is via De Burgh Street.

Appropriate signage will be provided clearly indicating access arrangements.

Inter Stage Fencing:

Fencing between completed stages and stages under construction will be with chain mesh temporary fencing. These fences will be located as per the respective staging plan boundaries and be in place until the stage 2 has been issued with a Certificate of Occupancy.

Landscaping:

All landscaping within each stage, as indicated on the respective staging plan will be completed in accordance with the landscape plans and planting schedules as per the DA plans as attached.

Common Property:

All Common Property within each stage, as indicated on the respective staging plan, will be completed in accordance with the DA plans as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.

Stage 2:

Number of Units	7 Residential
Building	Bachelor Flats
Unit Numbers	170 – 176
Commencement Date	04/04/2023
Completion Date	30/11/2023

Description of Works:

Construction of Bachelor Flats and associated landscaped works, in accordance with the Statement of Heritage Effects approval.

In addition to the construction of Bachelor Flats the following works will have been undertaken:

- Landscape works to part of the site servicing Bachelor Flats.

A copy of the staging plans is included at Attachment 1.

Access for Residents:

From completion of Stage 2, vehicular access to Bachelor Flats is via the Basement entrance for Building A and B on De Burgh Street. Pedestrian access with via Northbourne Avenue or within the site/basement of stage 1.

Appropriate signage will be provided clearly indicating access arrangements.

Inter Stage Fencing:

Fencing between completed stages and stages under construction will be with chain mesh

temporary fencing or timber hoarding. These fences will be located as per the respective staging plan boundaries and be in place until the adjoining stage has been issued with a Certificate of Occupancy.

Landscaping:

All landscaping within each stage, as indicated on the respective staging plan will be completed in accordance with the landscape plans and planting schedules as per the DA plans.

Common Property:

All Common Property within each stage, as indicated on the respective staging plan, will be completed in accordance with the DA plans as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.

ii. Schedule of Commencement and Completion Dates:

Stage Number	No of Units	Unit Numbers	Commencement Date	Completion Date
1	169 residential	1 - 169	25/03/2022	20/10/2023
2	7 residential	170 - 196	04/04/2023	30/11/2023

iii. Arrangements for Access:

Access arrangements have been designed to limit any inconvenience to residents, these include:

- Designated vehicular and pedestrian access for all residents from De Burgh Street, including visitor parking;
- Designated pedestrian access following completion of the relevant stage;
- Designated construction access for both workers and deliveries separate to resident access; and
- Detailed signage clearly identifying access arrangements.

iv. Permitted Users of Common Property:

All Common Areas within any given stage will be fully completed in accordance with the DA Plans and be usable without limitations by all residents as intended. The permitted uses of common property during each stage is provided as per the DA.

v. Landscaping:

Landscaping within each of the identified stage boundaries will be completed in accordance with DA documents prior to occupation of that stage.

(1)(d) Developer's Undertaking

i. **Damage During Construction:**

The Developer must pay the reasonable expenses incurred by the Owners Corporation in repairing any damage to the common property, or to units, in the completed stages of the development that is caused in carrying out the development.

ii. **Expenses During Construction:**

The Developer must pay any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or used telephone service in carrying out the development.

iii. **Occupancy of Stage 1:**

It should be noted that it is unlikely that stage 1 will be occupied in the duration between stage 1 being completed and stage 2 completion.

(1)(e) Make Good

The Developer must make good, as soon as practicable, any damage to the common property or units in the completed stages of the development that is caused in carrying out the development.

(1)(f) Methods and Materials

The standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths to be carried out in the development must not be inferior to or substantially different from those of the buildings and other works in the completed stages of the development.

(1)(g) Survey

After the completion of any subsequent stage of the development, and after the completion of the entire development, ACTPLA must be provided with a report by a registered surveyor about the position of fully or partially completed buildings in relation to the boundaries of the units and of the parcel.

(2) Appointment of Expenses Associated with Common Property:

Expenses for the use or maintenance of the common property of the staged development shall be treated in accordance with the Unit Titles (Management) Act and any associated legalisation applicable to unit plans.



DEVELOPMENT STATEMENT

Staging Plan for Block 13, Section 51

Prepared: 8 September 2023

Revised: 27 November 2023

(1)(a) **Description of the Land:**

The land is known as Block 13, Section 51 (formally Block 2, Section 115). The block address is currently 349 and 351 Northbourne Avenue and 100 De Burgh Street, Lyneham ACT 2602.

(1)(b) **Development Application:**

The Development Application (DA) DA201936691 was approved for the redevelopment of Block 13, Section 51, consisting of 169 apartments and 7 heritage apartments on 6 October 2021.

The built form comprises the following:

- 169 apartments across 8 levels with 3 levels of basement car parking; and
- 7 heritage regenerated apartments across 3 levels.

(1)(c) **Staging Overview:**

i. Description of Works:

The Development is to be carried out in two stages in accordance with the following staging schedule and staging plans.

A copy of the staging plans is included in Attachment 1.

Management aspects of each stage are detailed overleaf.

Stage 1:

Number of Units	169 residential
Buildings	A and B
Unit Numbers	1-169
Commencement Date	25/03/2022
Completion Date	20/10/2023

Description of Work:

Construction of Building A and B and associated landscaped works, in accordance with the DA approved plans.

In addition to the construction of Building A and B the following works will have been undertaken:

- Driveway and verge works to part of the site servicing Building A and B providing vehicular access off De Burgh Street;
- Verge and landscaping works to part of the site servicing Building A and B; and
- Infrastructure works including relocation and recommissioning of sewer tie, water mains, electrical and gas connections of the Development, to individual units and common property as required.

A copy of the staging plans is included at Attachment 1.

Access for Residents:

From completion of Stage 1, vehicular and pedestrian access to Building A and B is via De Burgh Street.

Appropriate signage will be provided clearly indicating access arrangements.

Inter Stage Fencing:

Fencing between completed stages and stages under construction will be with chain mesh temporary fencing. These fences will be located as per the respective staging plan boundaries and be in place until the stage 2 has been issued with a Certificate of Occupancy.

Landscaping:

All landscaping within each stage, as indicated on the respective staging plan will be completed in accordance with the landscape plans and planting schedules as per the DA plans as attached.

Common Property:

All Common Property within each stage, as indicated on the respective staging plan, will be completed in accordance with the DA plans as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.

Stage 2:

Number of Units	7 residential
Building	Bachelor Flats
Unit Numbers	170 – 176
Commencement Date	04/04/2023
Completion Date	28/02/2024

Description of Works:

Construction of Bachelor Flats and associated landscaped works, in accordance with the Statement of Heritage Effects approval.

In addition to the construction of Bachelor Flats the following works will have been undertaken:

- Landscape works to part of the site servicing Bachelor Flats.

A copy of the staging plans is included at Attachment 1.

Access for Residents:

From completion of Stage 2, vehicular access to Bachelor Flats is via the Basement entrance for Building A and B on De Burgh Street. Pedestrian access with via Northbourne Avenue or within the site/basement of stage 1.

Appropriate signage will be provided clearly indicating access arrangements.

Inter Stage Fencing:

Fencing between completed stages and stages under construction will be with chain mesh

temporary fencing or timber hoarding. These fences will be located as per the respective staging plan boundaries and be in place until the adjoining stage has been issued with a Certificate of Occupancy.

Landscaping:

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ii. Schedule of Commencement and Completion Dates:

Stage Number	No of Units	Unit Numbers	Commencement Date	Completion Date
1	169 residential	1 - 169	25/03/2022	20/10/2023
2	7 residential	170 - 196	04/04/2023	28/02/2024

iii. Arrangements for Access:

Access arrangements have been designed to limit any inconvenience to residents, these include:

- Designated vehicular and pedestrian access for all residents from De Burgh Street, including visitor parking;
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- Detailed signage clearly identifying access arrangements.

iv. Permitted Users of Common Property:

All Common Areas within any given stage will be fully completed in accordance with the DA Plans and be usable without limitations by all residents as intended. The permitted uses of common property during each stage is provided as per the DA.

v. Landscaping:

Landscaping within each of the identified stage boundaries will be completed in accordance with DA documents prior to occupation of that stage.

(1)(d) Developer's Undertaking

i. **Damage During Construction:**

The Developer must pay the reasonable expenses incurred by the Owners Corporation in repairing any damage to the common property, or to units, in the completed stages of the development that is caused in carrying out the development.

ii. **Expenses During Construction:**

The Developer must pay any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or used telephone service in carrying out the development.

iii. **Occupancy of Stage 1:**

It should be noted that it is unlikely that stage 1 will be occupied in the duration between stage 1 being completed and stage 2 completion.

(1)(e) Make Good

The Developer must make good, as soon as practicable, any damage to the common property or units in the completed stages of the development that is caused in carrying out the development.

(1)(f) Methods and Materials

The standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths to be carried out in the development must not be inferior to or substantially different from those of the buildings and other works in the completed stages of the development.

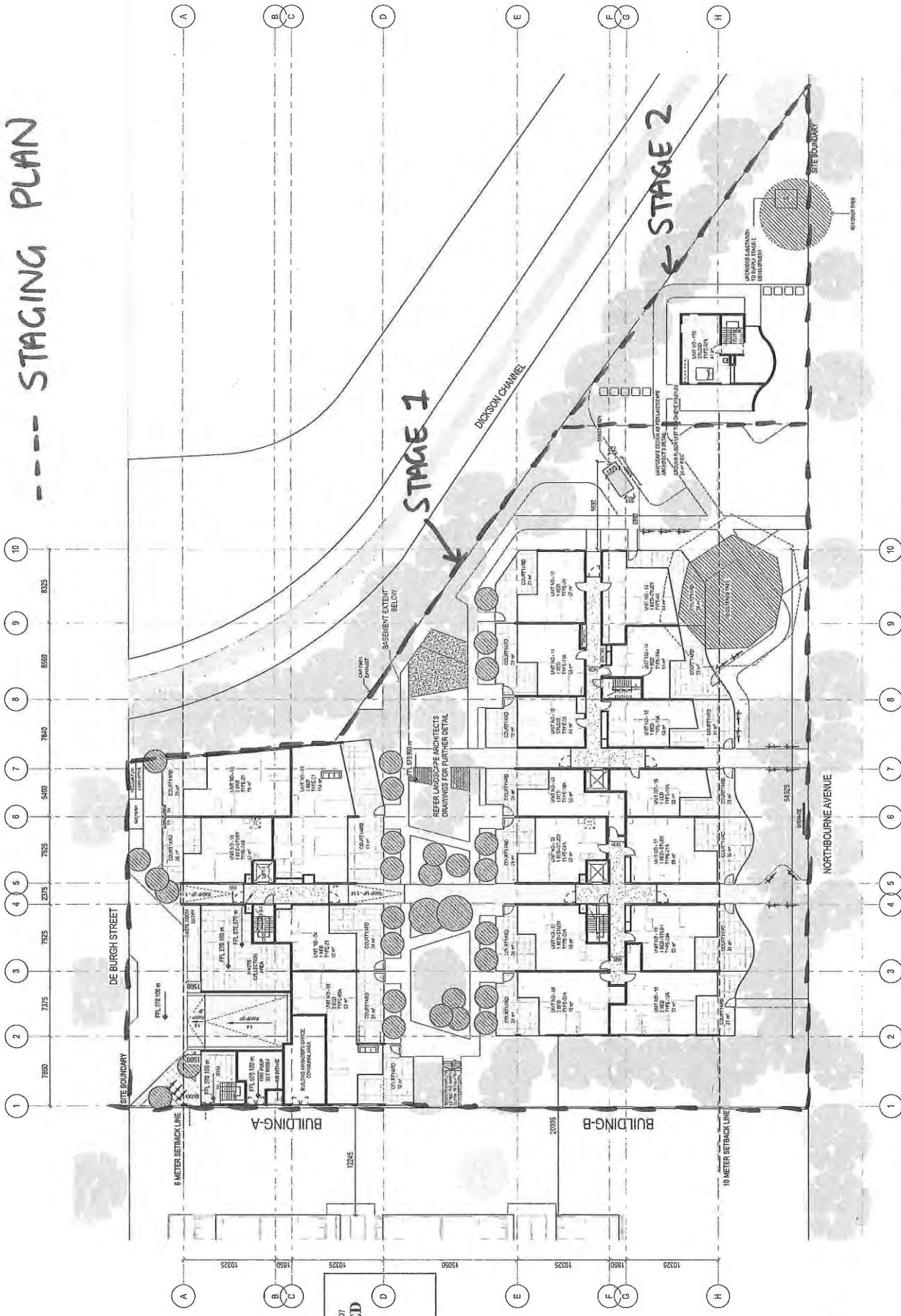
(1)(g) Survey

After the completion of any subsequent stage of the development, and after the completion of the entire development, ACTPLA must be provided with a report by a registered surveyor about the position of fully or partially completed buildings in relation to the boundaries of the units and of the parcel.

(2) Appointment of Expenses Associated with Common Property:

Expenses for the use or maintenance of the common property of the staged development shall be treated in accordance with the Unit Titles (Management) Act and any associated legislation applicable to unit plans.

STAGING PLAN



PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165

Delegated name: TRENT VARLOW
 Date: 11/7/2022

NOTE:
 18 VISITOR BICYCLE PARKING SPACES
 PROVIDED EXTERNAL TO THE BUILDING

REV	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	21/03/20
2	REVISED PERMIT	02/04/20
3	ISSUED FOR PERMIT	02/04/20
4	ISSUED FOR PERMIT	02/04/20
5	ISSUED FOR PERMIT	02/04/20
6	ISSUED FOR PERMIT	02/04/20

PROJECT: LYNEHAM STAGE 2
 LYNEHAM STAGE 2
 LYNEHAM
 SCALE: 1:200 (A1)
 DATE: 11/07/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

JWLAND FRONT.

PROJECT FILE: LYNEHAM STAGE 2
 LYNEHAM
 SCALE: 1:200 (A1)
 DATE: 11/07/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

GROUND FLOOR GA PLAN

PROJECT FILE: LYNEHAM STAGE 2
 LYNEHAM
 SCALE: 1:200 (A1)
 DATE: 11/07/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

GROUND FLOOR GA PLAN

PROJECT FILE: LYNEHAM STAGE 2
 LYNEHAM
 SCALE: 1:200 (A1)
 DATE: 11/07/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

GROUND FLOOR GA PLAN

PROJECT FILE: LYNEHAM STAGE 2
 LYNEHAM
 SCALE: 1:200 (A1)
 DATE: 11/07/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

GROUND FLOOR GA PLAN

PROJECT FILE: LYNEHAM STAGE 2
 LYNEHAM
 SCALE: 1:200 (A1)
 DATE: 11/07/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

GROUND FLOOR GA PLAN

PROJECT FILE: LYNEHAM STAGE 2
 LYNEHAM
 SCALE: 1:200 (A1)
 DATE: 11/07/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

GROUND FLOOR GA PLAN

PROJECT FILE: LYNEHAM STAGE 2
 LYNEHAM
 SCALE: 1:200 (A1)
 DATE: 11/07/2022
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]

PLANNING AND DESIGN PARTNER, INC. HAS
APPROVAL GRANTED
 FOR THE SUBMITTAL TO BE REVIEWED FOR
 DELEGATE NAME: LINDSEY KENNON-BRETT
 DATE: 3/3/2022

ADAPTABLE UNIT SCHEDULE - TYPE-04

UNIT TYPE	UNIT NUMBER
TYPE-04	UNIT NO. - 22
TYPE-04	UNIT NO. - 31
TYPE-04	UNIT NO. - 46
TYPE-04	UNIT NO. - 53
TYPE-04	UNIT NO. - 68
TYPE-04	UNIT NO. - 75
TYPE-04	UNIT NO. - 90
TYPE-04	UNIT NO. - 97
TYPE-04	UNIT NO. - 117
TYPE-04	UNIT NO. - 131
TYPE-04	UNIT NO. - 145

General Note: 11

PRE-ADAPTED

APARTMENT ENTRY

- SUPPLEMENTARY ENTRY DOOR TO HAVE MINIMUM CLEARANCE, MINIMUM WIDTH AND MINIMUM HEIGHT TO BE MAINTAINED TO THE ENTRY.
- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.
- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.
- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.
- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.

GENERALLY

- ALL INTERIORS TO BE FINISHED TO THE SAME LEVEL AS THE EXTERIOR FINISH.
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- ALL INTERIORS TO BE FINISHED TO THE SAME LEVEL AS THE EXTERIOR FINISH.

LIVING/DINING

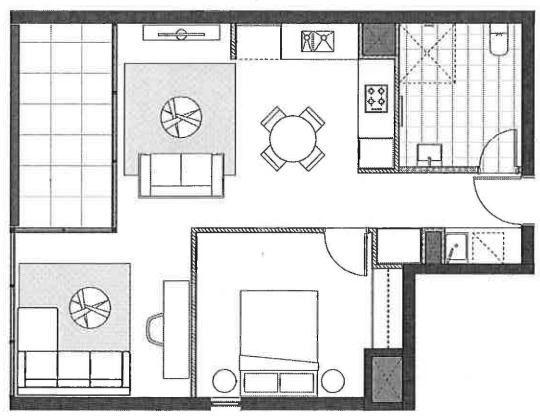
- ALL INTERIORS TO BE FINISHED TO THE SAME LEVEL AS THE EXTERIOR FINISH.
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- ALL INTERIORS TO BE FINISHED TO THE SAME LEVEL AS THE EXTERIOR FINISH.

KITCHEN

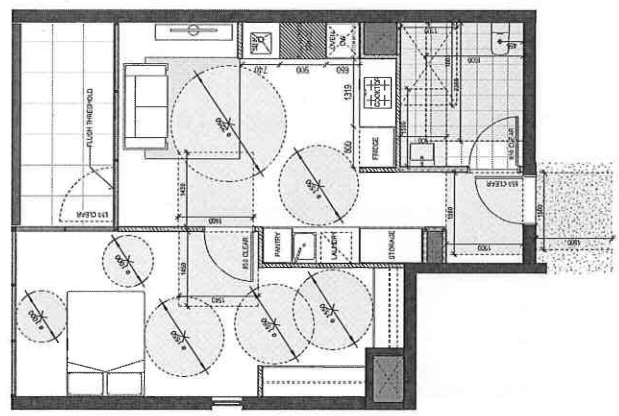
- SUPPLEMENTARY ENTRY DOOR TO HAVE MINIMUM CLEARANCE, MINIMUM WIDTH AND MINIMUM HEIGHT TO BE MAINTAINED TO THE ENTRY.
- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.
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KEY

- C/C: COUNTERTOP
- R: REFRIGERATOR
- S: SINK
- P: PLUMBING POINT
- D: DOWN SINK
- U: UP SINK
- L: LAUNDRY



1 PRE-ADAPTED UNIT_TYPE-04 1:50



2 POST-ADAPTED UNIT_TYPE-04 1:50

POST-ADAPTED

GENERALLY

- INTERIORS TO BE FINISHED TO THE SAME LEVEL AS THE EXTERIOR FINISH.
- INTERIORS TO BE FINISHED TO THE SAME LEVEL AS THE EXTERIOR FINISH.
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KITCHEN

- SUPPLEMENTARY ENTRY DOOR TO HAVE MINIMUM CLEARANCE, MINIMUM WIDTH AND MINIMUM HEIGHT TO BE MAINTAINED TO THE ENTRY.
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- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.

MAIN BEDROOM

- SUPPLEMENTARY ENTRY DOOR TO HAVE MINIMUM CLEARANCE, MINIMUM WIDTH AND MINIMUM HEIGHT TO BE MAINTAINED TO THE ENTRY.
- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.
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- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.

BATHROOM

- SUPPLEMENTARY ENTRY DOOR TO HAVE MINIMUM CLEARANCE, MINIMUM WIDTH AND MINIMUM HEIGHT TO BE MAINTAINED TO THE ENTRY.
- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.
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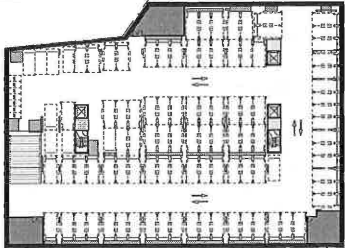
LAUNDRY

- SUPPLEMENTARY ENTRY DOOR TO HAVE MINIMUM CLEARANCE, MINIMUM WIDTH AND MINIMUM HEIGHT TO BE MAINTAINED TO THE ENTRY.
- SUPPLEMENTARY ENTRY DOOR TO BE MAINTAINED TO THE ENTRY.
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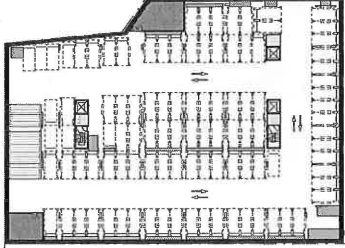
KEY

- A: ADAPTABLE REPAIR WORK SURFACE
- C/C: COUNTERTOP
- R: REFRIGERATOR
- S: SINK
- P: PLUMBING POINT
- D: DOWN SINK
- U: UP SINK
- L: LAUNDRY

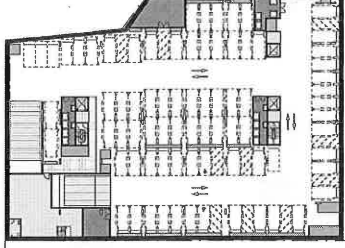
PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegation name: LINCOLN ENCLOSURE
 Date: 3/2/2022



1 Basement 3
 1:500



2 Basement 2
 1:500



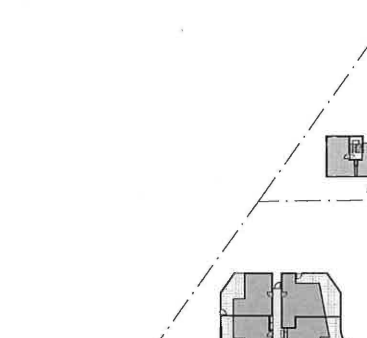
3 Basement 1
 1:500

GROSS FLOOR AREA	
AREA LEVEL	AMB
BASEMENT-3	1209 m ²
BASEMENT-2	1567 m ²
BASEMENT-1	1415 m ²
LEVEL-GROUND	1513 m ²
LEVEL-1	1570 m ²
LEVEL-2	1613 m ²
LEVEL-3	1613 m ²
LEVEL-4	1503 m ²
LEVEL-5	1300 m ²
LEVEL-6	597 m ²
LEVEL-7	552 m ²
LEVEL-8	155 m ²
	1253 m ²

GROSS FLOOR AREA HERITAGE	
AREA LEVEL	AMB
LEVEL-GROUND	88 m ²
LEVEL-1	84 m ²
LEVEL-2	84 m ²
LEVEL-3	84 m ²
	321 m ²



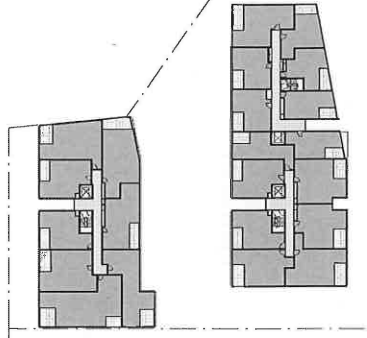
4 BLD-B Ground Floor
 1:500



5 BLD-B Level 1
 1:500



6 BLD-B Level 2
 1:500



REV	DESCRIPTION	DATE
A	ISSUE FOR PERMITS	24/11/20
B	ISSUE FOR PERMITS	24/11/20
C	ISSUE FOR PERMITS	07/01/21
D	ISSUE FOR PERMITS	14/01/21
E	ISSUE FOR PERMITS	14/01/21

JWLAND FRONT.

PROJECT NAME: LYNEHAM STAGE 2
 LYNEHAM ACT
 DRAWING TITLE: AREA PLAN

PROJECT NUMBER: DUNDEE 10000
17-018
 SCALE: 1:500 (B1)
 DRAWING NO: A002a
 DESIGNER: F
 DATE: 14/01/21

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 166
 Delegation name: LINCOLN RESPONSIBILITY
 Date: 3/3/2022

GROSS FLOOR AREA	
AREA LEVEL	Area
BASEMENT-3	126 m ²
BASEMENT-2	106 m ²
BASEMENT-1	415 m ²
LEVEL-GROUND	1917 m ²
LEVEL-1	150 m ²
LEVEL-2	191 m ²
LEVEL-3	181 m ²
LEVEL-4	181 m ²
LEVEL-5	130 m ²
LEVEL-6	537 m ²
LEVEL-7	532 m ²
LEVEL-8	535 m ²
1,968 m ²	

GROSS FLOOR AREA HERITAGE	
AREA LEVEL	Area
LEVEL-GROUND	88 m ²
LEVEL-1	84 m ²
LEVEL-2	84 m ²
LEVEL-3	84 m ²
320 m ²	



1 BLD-B Level 3
1 : 500

2 BLD-B Level 4
1 : 500

3 BLD-B Level 5
1 : 500

4 BLD-B Level 6
1 : 500

5 BLD-B Level 7
1 : 500

6 BLD-B Level 8
1 : 500

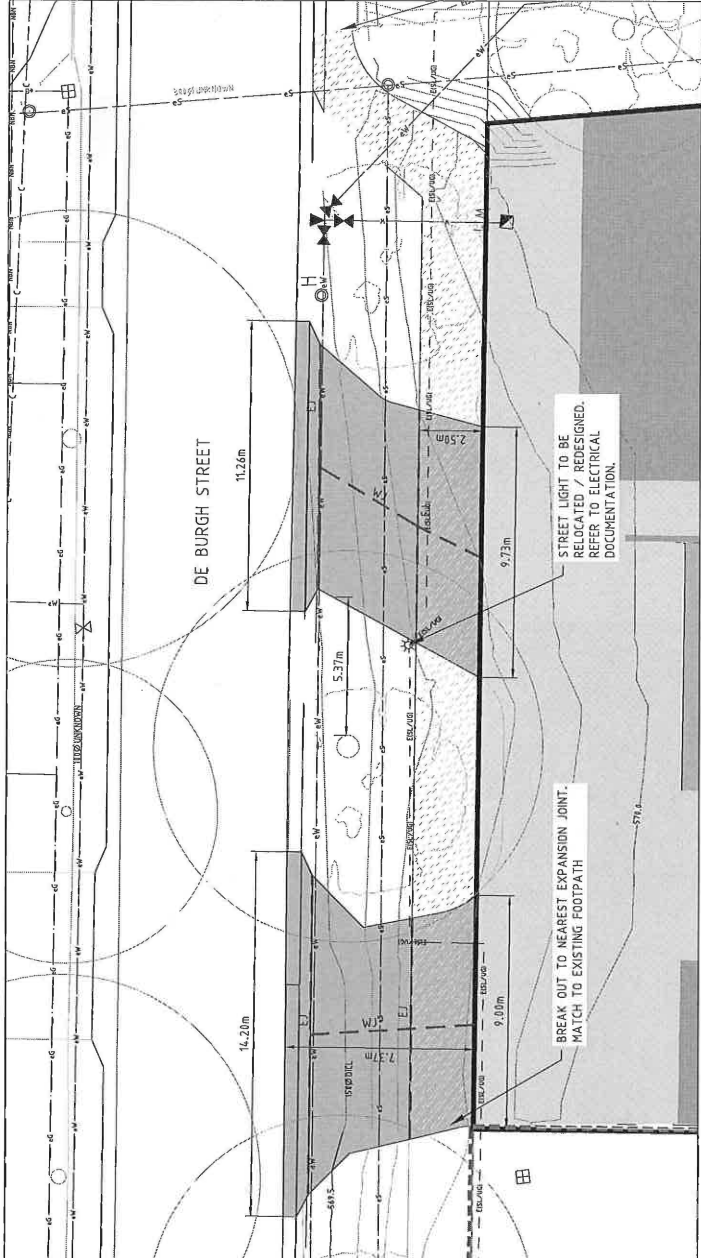
REV	DESCRIPTION	DATE
A	ISSUE FOR ICA	15.11.19
B	ISSUE FOR ICA	15.11.19
C	ISSUE FOR ICA	15.11.19
D	ISSUE FOR ICA	15.11.19
E	ISSUE FOR ICA	15.11.19
F	ISSUE FOR ICA	15.11.19

JWLAND FRONT.
 PROJECT NAME: LYNEMHAM STAGE 2
 LYNEMHAM ACT
 DRAWING TITLE: AREA PLAN
 PROJECT NUMBER: A002b
 DRAWING NUMBER: 17-018
 DATE: 14.03.21
 AUTHOR: [Name]
 CHECKER: [Name]

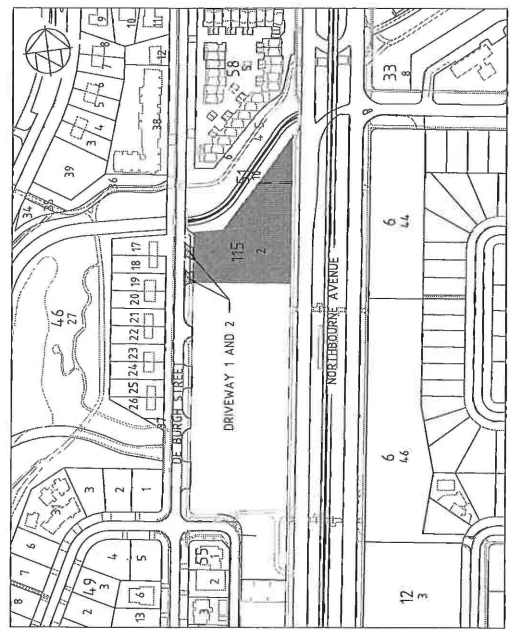
PROJECT NUMBER: A002b
 DRAWING NUMBER: 17-018
 DATE: 14.03.21
 AUTHOR: [Name]
 CHECKER: [Name]



Rev. 14.03.21



DRIVEWAY - 1 AND 2
SCALE - A



LOCALITY PLAN
NTS

BREAK OUT TO NEAREST EXPANSION JOINT,
MATCH TO EXISTING FOOTPATH

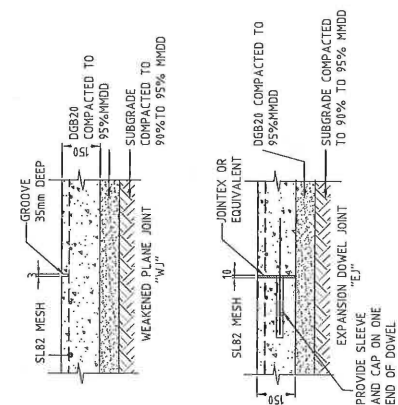
PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
PURSUANT TO SECTION 165
Delegate name LINCOLN RIXON-PHETTY
Date 3/2/2022

LEGEND

- | | | |
|----------|-------|--|
| EXISTING | — | BLOCK BOUNDARY |
| 115 | - - - | HERITAGE BOUNDARY |
| 2 | - - - | SECTION NUMBER |
| — | - - - | BLOCK NUMBER |
| — | - - - | ELECTRICITY STREET LIGHTING UNDER GROUND |
| — | - - - | GAS |
| — | - - - | SEWER MAIN (MANHOLE) |
| — | - - - | WATER WATER METER, HYDRANT, VALVE & THRUST BLOCK |
| — | - - - | TREES |
| — | - - - | PROPOSED |
| — | - - - | MAJOR CONTOURS |
| — | - - - | MINOR CONTOURS |
| — | - - - | PROPOSED HDZ DRIVEWAY |
| — | - - - | PROPOSED PATH |
| — | - - - | EXPANSION JOINT. REFER 6861-01-C10 |
| — | - - - | WEAKENED PLANE JOINT. REFER 6861-01-C10 |

SCALE - A
1:100
AS PLOT
1:200
AS PLOT

- DRIVEWAY NOTES**
- ALL CONCRETE SHALL BE GRADE 40 (FC = 40MPa) AGGREGATE SIZE TO BE 20mm MAX.
 - DRIVEWAY SHALL BE 150mm MIN. THICK OR MATCH EXISTING AND REINFORCED WITH SLB2 MESH AT 40mm TOP COVER.
 - DRIVEWAY SHALL BE CONSTRUCTED ON DGB20 OF 75mm MIN. THICKNESS AND COMPACTED TO 95% MDD. SUBGRADE SHALL BE COMPACTED TO 90%.
 - BROOMED FINISH TO BE APPLIED TO THE CONCRETE SURFACE.
 - ALL CONCRETE TO BE CURED CONTINUOUSLY FOR THREE (3) DAYS AFTER PLACING.
 - EXPANSION JOINTS ARE TO BE PLACED AT ALL CONNECTIONS TO EXISTING SLABS OR STRUCTURES.
 - DRIVEWAYS ARE NOT TO BE CONSTRUCTED CLOSER THAN 1200mm TO ANY ENGINEERING SERVICE SUCH AS PUMPS, 500mm TO STREETLIGHTS, MINI-PILLARS, SUBSTATIONS OR BUS STOPS/SHELTERS AND 3000mm TO TREES UNLESS NOTED OTHERWISE.
 - PATH THROUGH DRIVEWAY TO BE 150mm THICK AND CONSTRUCTED AS PER DRIVEWAY NOTES.



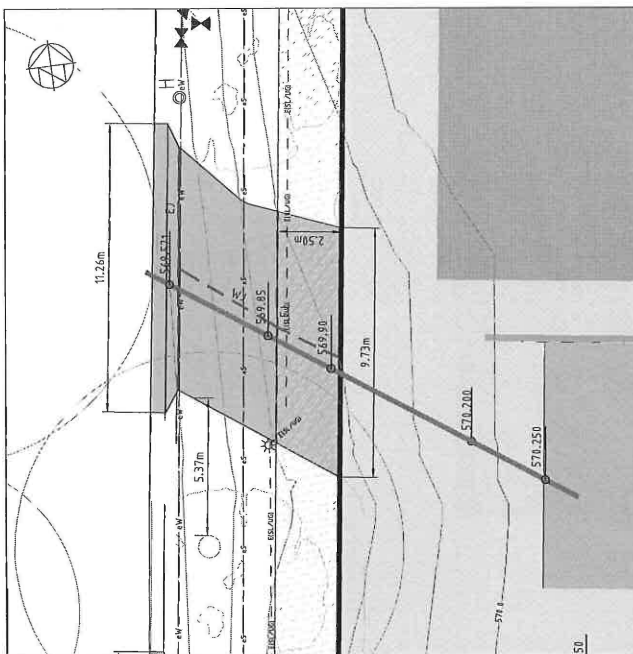
JOINT DETAILS
NTS

APPROVED		DATE	16.12.2019
DESIGNED		DATE	13.12.2019
DESIGNED BY		VC	
DRAWN BY		RP	
CHECKED BY		RP	
DATE		16.12.2019	
DRAWING NO.		6861-01	
PROJECT		LYNEHAM BLOCK 2 SECTION 115	
CLIENT		JWLAND	
ARCHITECT		FRONT	
DRAWING NO.		C10	
PROJECT NO.		6861-01	
SHEET NO.		C	

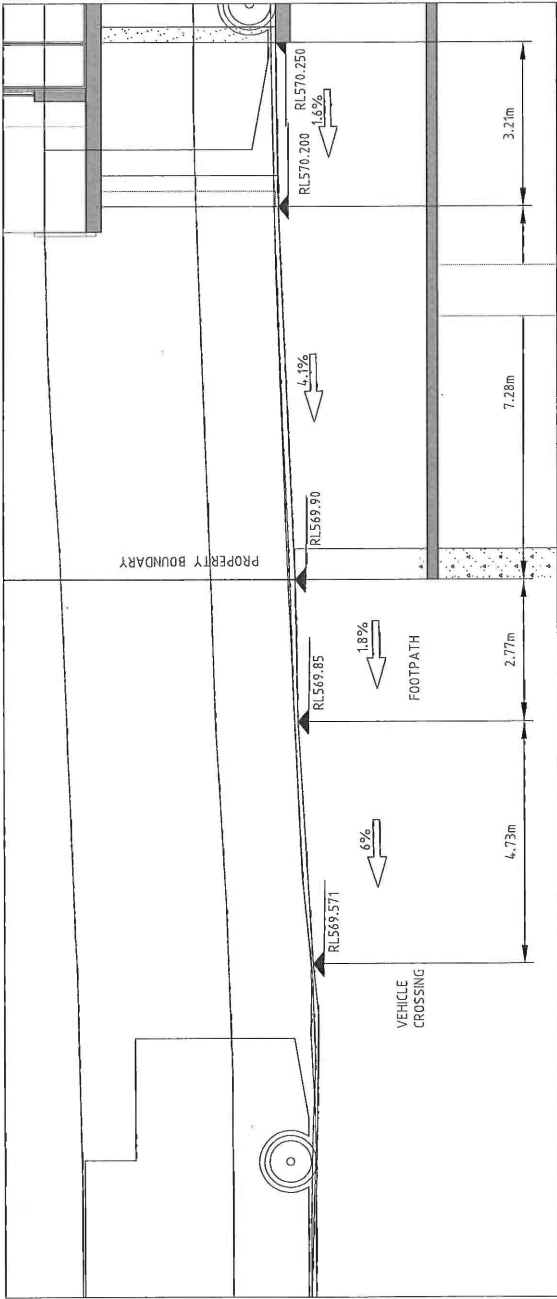
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PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165

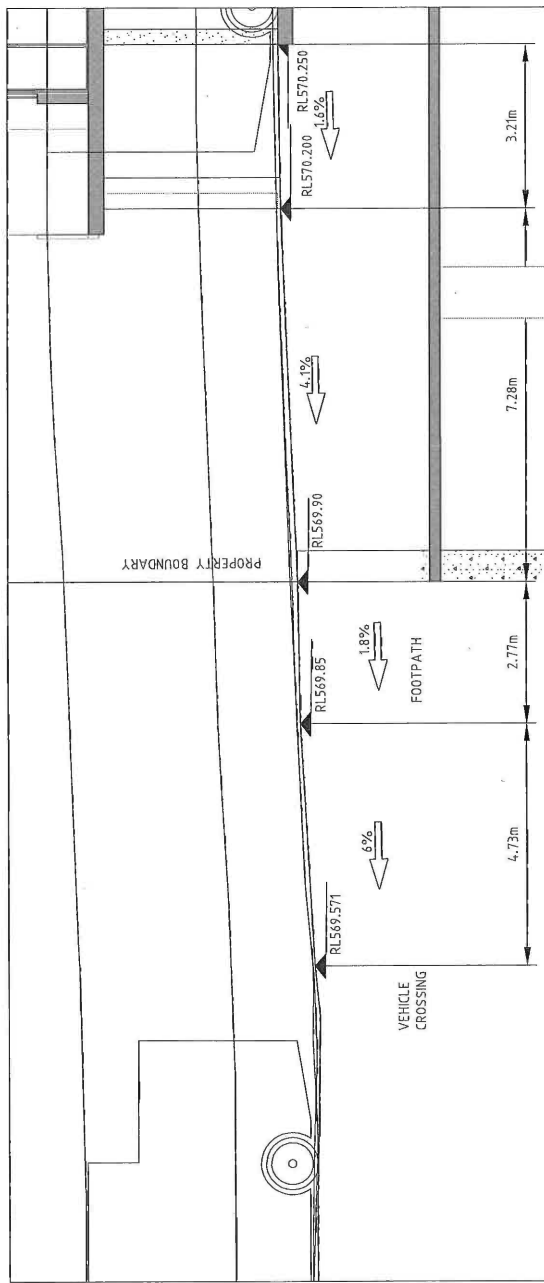
Delegate name LINCOLN RIXON-PETTY
 Date 3/3/2022



NORTHERN DRIVEWAY
 SCALE-A



NORTHERN DRIVEWAY SECTION B99 CHECK
 SCALE-B



NORTHERN DRIVEWAY SECTION HRY CHECK
 SCALE-B



NO.	AMENDMENT	DATE	DESCRIPTION	APPROVED
1	AS SHOWN	13/02/2018	AS SHOWN	AS SHOWN
2	FOR CONSTRUCTION	13/02/2018	FOR CONSTRUCTION	FOR CONSTRUCTION
3	FOR 14. SUPERVISION	13/02/2018	FOR 14. SUPERVISION	FOR 14. SUPERVISION

FRONT

JWLAND
 INDESCO
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APPROVED	AN	DATE	RL569.2018
DESIGNED BY	YC	DATE	13/02/2018
DRAWN BY	IP		
CAD FILE			
SIZE			

PROJECT
 LYNEHAM
 BLOCK 2 SECTION 115

DRAWING TITLE
 NORTHERN DRIVEWAY
 PLAN AND SECTION

PROJECT NO.
 6861-01

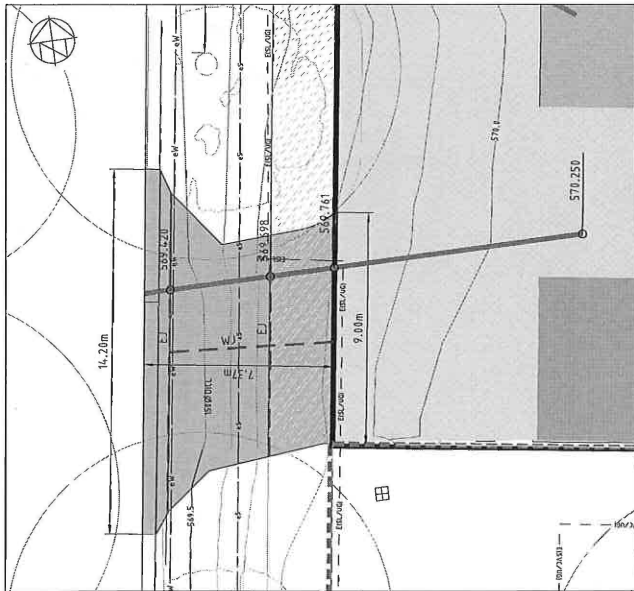
DRAWING NO.
 C11

AUDIT
 C

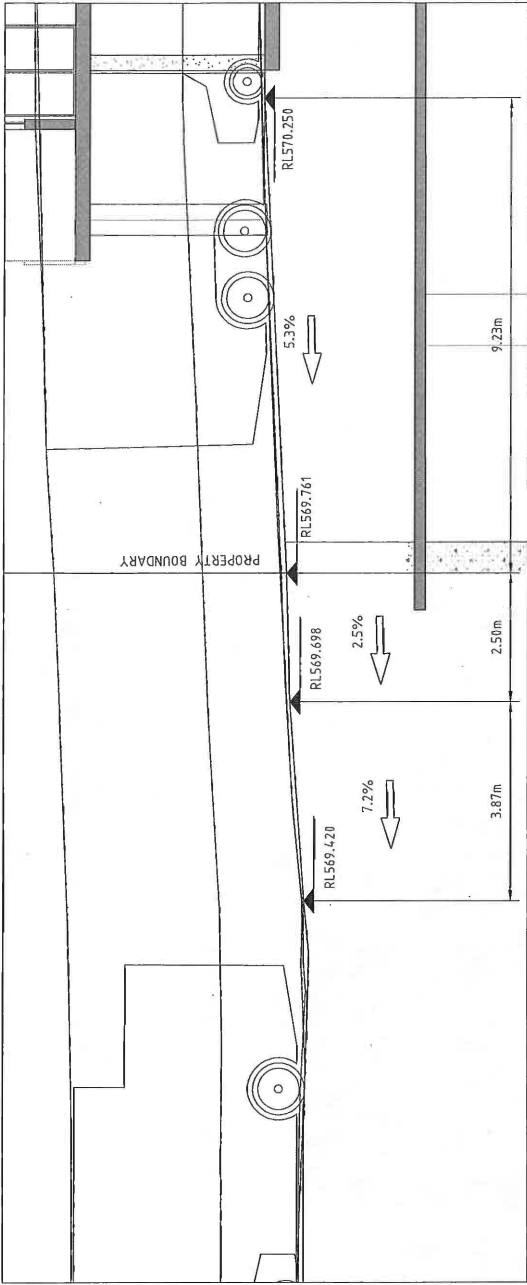
PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165

Delegate name LINCOLN RUXON-PETTY

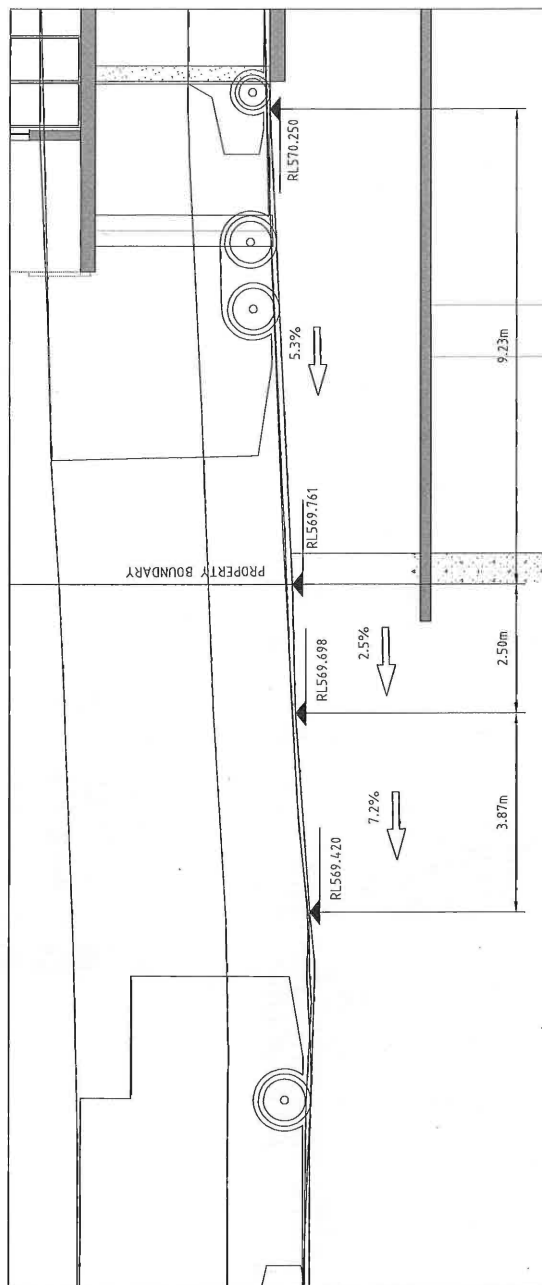
Date 3/3/2022



SOUTHERN DRIVEWAY
SCALE-A



SOUTHERN DRIVEWAY SECTION B99 CHECK
SCALE-B



SOUTHERN DRIVEWAY SECTION HRV CHECK
SCALE-B



AMENDMENT	DATE	REASON	APPROVED	DATE	REASON
1	14/11/2021	FOR B.A. SUBMISSION			
2	14/11/2021	FOR B.A. SUBMISSION			
3	14/11/2021	FOR B.A. SUBMISSION			
4	14/11/2021	FOR B.A. SUBMISSION			
5	14/11/2021	FOR B.A. SUBMISSION			
6	14/11/2021	FOR B.A. SUBMISSION			
7	14/11/2021	FOR B.A. SUBMISSION			
8	14/11/2021	FOR B.A. SUBMISSION			
9	14/11/2021	FOR B.A. SUBMISSION			
10	14/11/2021	FOR B.A. SUBMISSION			
11	14/11/2021	FOR B.A. SUBMISSION			
12	14/11/2021	FOR B.A. SUBMISSION			
13	14/11/2021	FOR B.A. SUBMISSION			
14	14/11/2021	FOR B.A. SUBMISSION			
15	14/11/2021	FOR B.A. SUBMISSION			
16	14/11/2021	FOR B.A. SUBMISSION			
17	14/11/2021	FOR B.A. SUBMISSION			
18	14/11/2021	FOR B.A. SUBMISSION			
19	14/11/2021	FOR B.A. SUBMISSION			
20	14/11/2021	FOR B.A. SUBMISSION			
21	14/11/2021	FOR B.A. SUBMISSION			
22	14/11/2021	FOR B.A. SUBMISSION			
23	14/11/2021	FOR B.A. SUBMISSION			
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25	14/11/2021	FOR B.A. SUBMISSION			
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99	14/11/2021	FOR B.A. SUBMISSION			
100	14/11/2021	FOR B.A. SUBMISSION			



APPROVED	AM	DATE	14/12/2018
DESIGNED	AM	DATE	13/12/2018
DESIGNED BY	VC		
DRAWN BY	VP		
CHECKED BY	VP		
DATE FOR REVIEW	14/12/2018	BY	VP
DATE FOR SUBMISSION	14/12/2018	BY	VP
SCALE	AS SHOWN		

PROJECT
 LYNEHAM
 BLOCK 2 SECTION 115

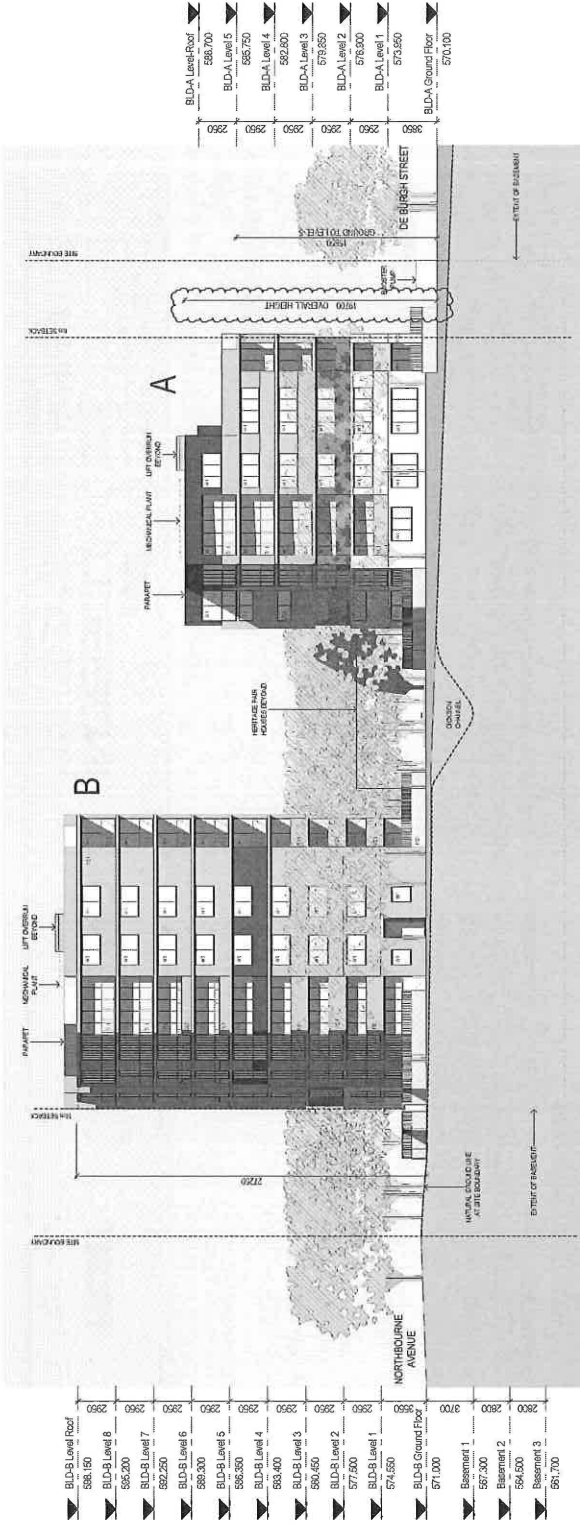
DRAWING TITLE
**SOUTHERN DRIVEWAY
 PLAN AND SECTION**

PROJECT No. **6861-01**

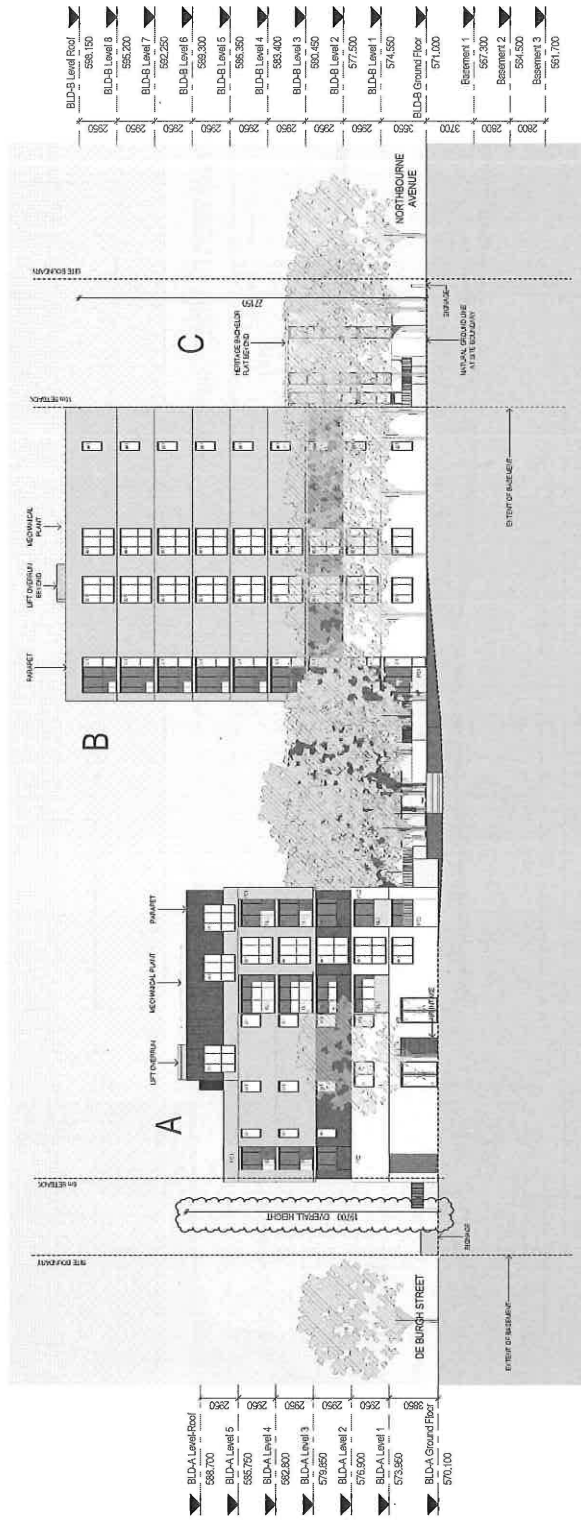
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SHEET **C**

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 RESILIENT TO SECTION 164
 Delegate name LINCOLN BAXON-SHERITY
 Date 3/3/2022



1 North
1:200



2 South
1:200

REV DESCRIPTION
 A 10/15/19
 B 02/04/20
 C 08/21/21
 D 08/21/21
 E 08/21/21
 F 08/21/21

JWLAND FRONT.

PROJECT NAME
 LYNEHAM STAGE 2
 LYNEHAM ST

PROJECT NUMBER: 17-018
 DRAWING TITLE: NORTH & SOUTH ELEVATION
 DATE: 08/21/21
 TIME: PM

REVISION
 F

DATE: 08/21/21
 TIME: PM
 PROJECT NUMBER: 17-018
 DRAWING TITLE: NORTH & SOUTH ELEVATION
 REVISION: 14, 03/21





PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegate name TRENT VARLOW
 Date 11/7/2022

NOTE:
 18 VISITOR BICYCLE PARKING SPACES
 PROVIDED EXTERNAL TO THE BUILDING

REV	DESCRIPTION	DATE
A	ISSUE FOR PERMITS	24/03/22
B	ISSUE FOR PERMITS	04/04/22
C	ISSUE FOR PERMITS	04/04/22
D	ISSUE FOR PERMITS	07/04/22
E	ISSUE FOR PERMITS	07/04/22
F	ISSUE FOR PERMITS	08/04/22

JWLAND FRONT.

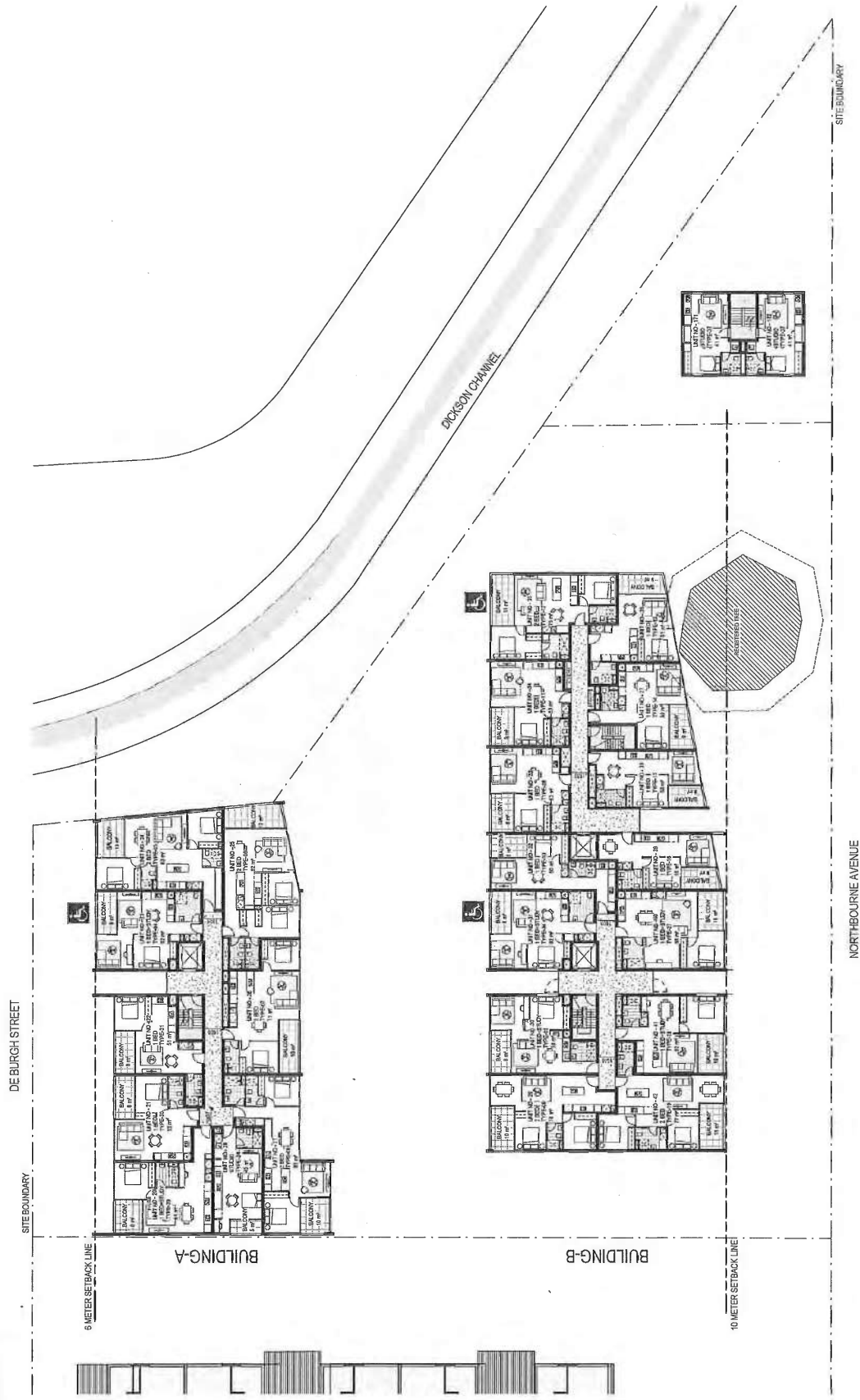
PROJECT NAME
 LYNEHAM STAGE 2
 LYNEHAM ACT
 DRAWING TITLE
 GROUND FLOOR GA PLAN

PROJECT NUMBER
 17-018
 SCALE
 1:200 (A1)
 DRAWN BY
 ADAM CHUTE
 CHECKED BY
 ADAM CHUTE

DATE
 14/03/21



PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegation name LINCOLN/ENCON/SETTY
 Date 3/3/2022



PROJECT NUMBER: DRAWING NUMBER: 17-018 A105 F
 SCALE: 1:200 @A1
 DRAWN BY: PA
 CHECKED BY: PA
 DATE: 14/02/21

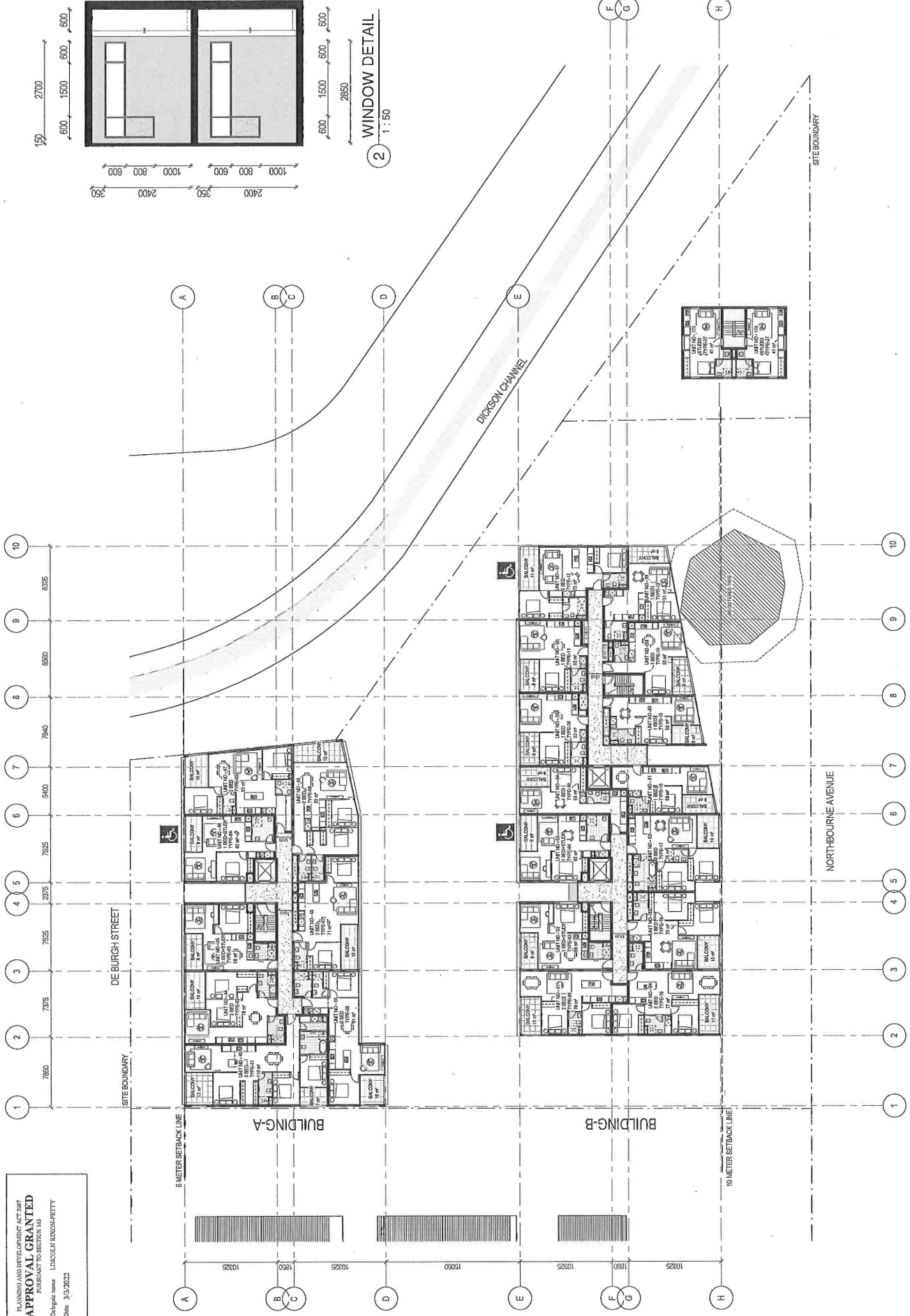
PROJECT NAME: LYNEHAM STAGE 2 LYNEHAM ACT
 DRAWING TITLE: LEVEL-1_GA PLAN

JWLAND FRONT.

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REV	DESCRIPTION	DATE
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1	ISSUED FOR PERMIT	24/01/21
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7	ISSUED FOR PERMIT	24/01/21
8	ISSUED FOR PERMIT	24/01/21
9	ISSUED FOR PERMIT	24/01/21
10	ISSUED FOR PERMIT	24/01/21

PLANNING AND DEVELOPMENT ACT 2008
APPROVAL GRANTED
 FORUM FOR LINCOLN CITY
 Design Name: LINCOLN RESIDENTS
 Date: 3/9/2022



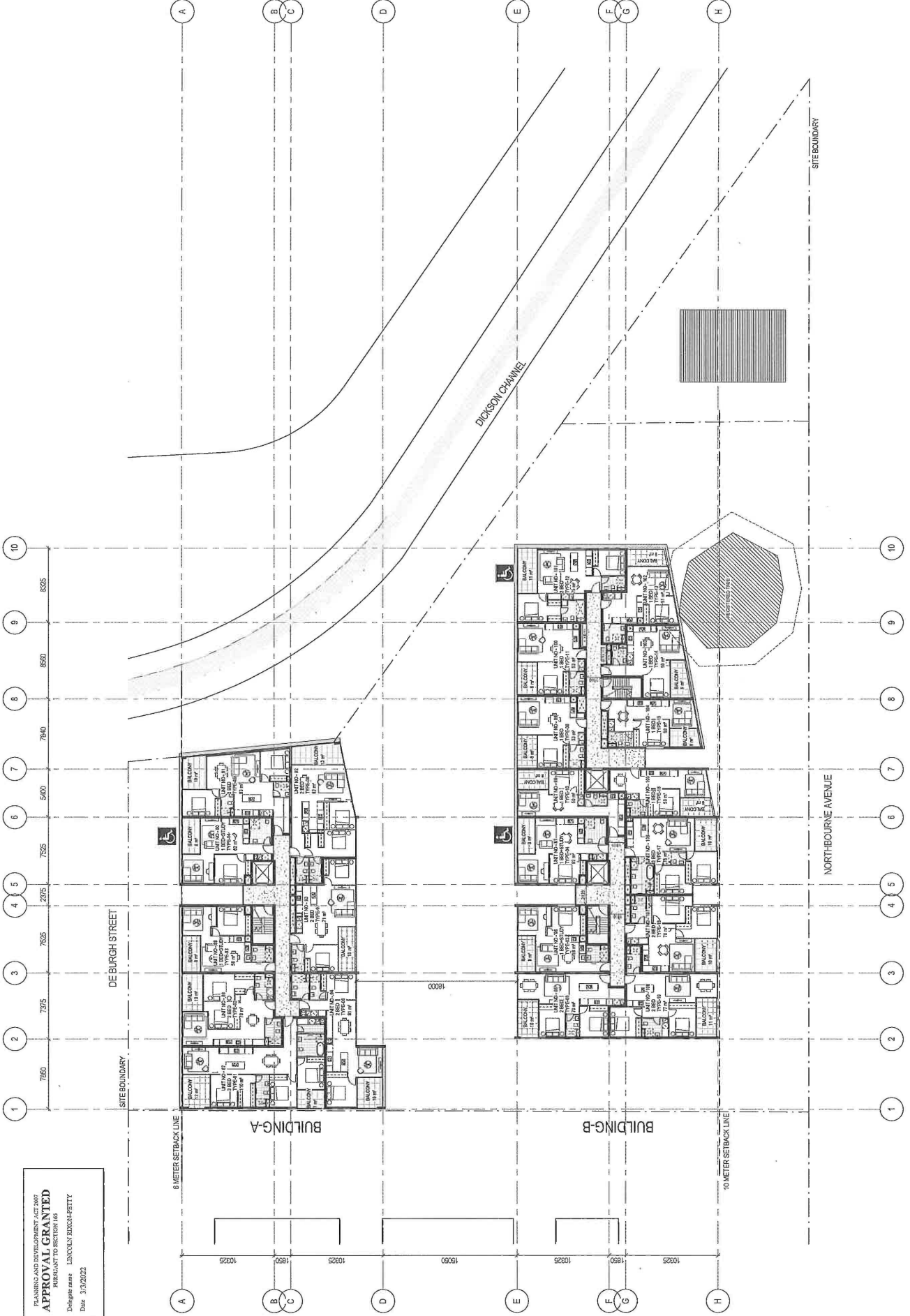
NO.	DESCRIPTION	DATE
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3	ISSUED FOR PERMIT	14.03.21
4	ISSUED FOR PERMIT	14.03.21
5	ISSUED FOR PERMIT	14.03.21
6	ISSUED FOR PERMIT	14.03.21

JWLAND FRONT.

PROJECT NAME: LYNEHAM STAGE 2
 LYNEHAM ACT
 PROJECT NO: A106
 DRAWING NO: LEVEL-2_GA PLAN
 DATE: 14.03.21

PROJECT LEADER: DR. JAMES WILSON
 PROJECT NO: A106
 DRAWING NO: LEVEL-2_GA PLAN
 DATE: 14.03.21

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 146
 Depute Mayor LINCOLN ECKHART
 Date 23/02/22



REV	DESCRIPTION	DATE
A	ISSUE FOR IFA	14.03.21
B	ISSUE FOR IFA	24.11.20
C	ISSUE FOR IFA	24.11.20
D	ISSUE FOR IFA	24.11.20
E	ISSUE FOR IFA	24.11.20
F	ISSUE FOR IFA	14.03.21

JWLAND FRONT.
 PROJECT NAME: LYNEHAM STAGE 2
 LYNEHAM ACT
 DRAWING TITLE: LEVEL-4_GA PLAN

PROJECT NUMBER: 17-018
 PROJECT NAME: A108
 DRAWN BY: J. COOPER
 CHECKED BY: J. COOPER
 DATE: 14.03.21
 SCALE: 1:500

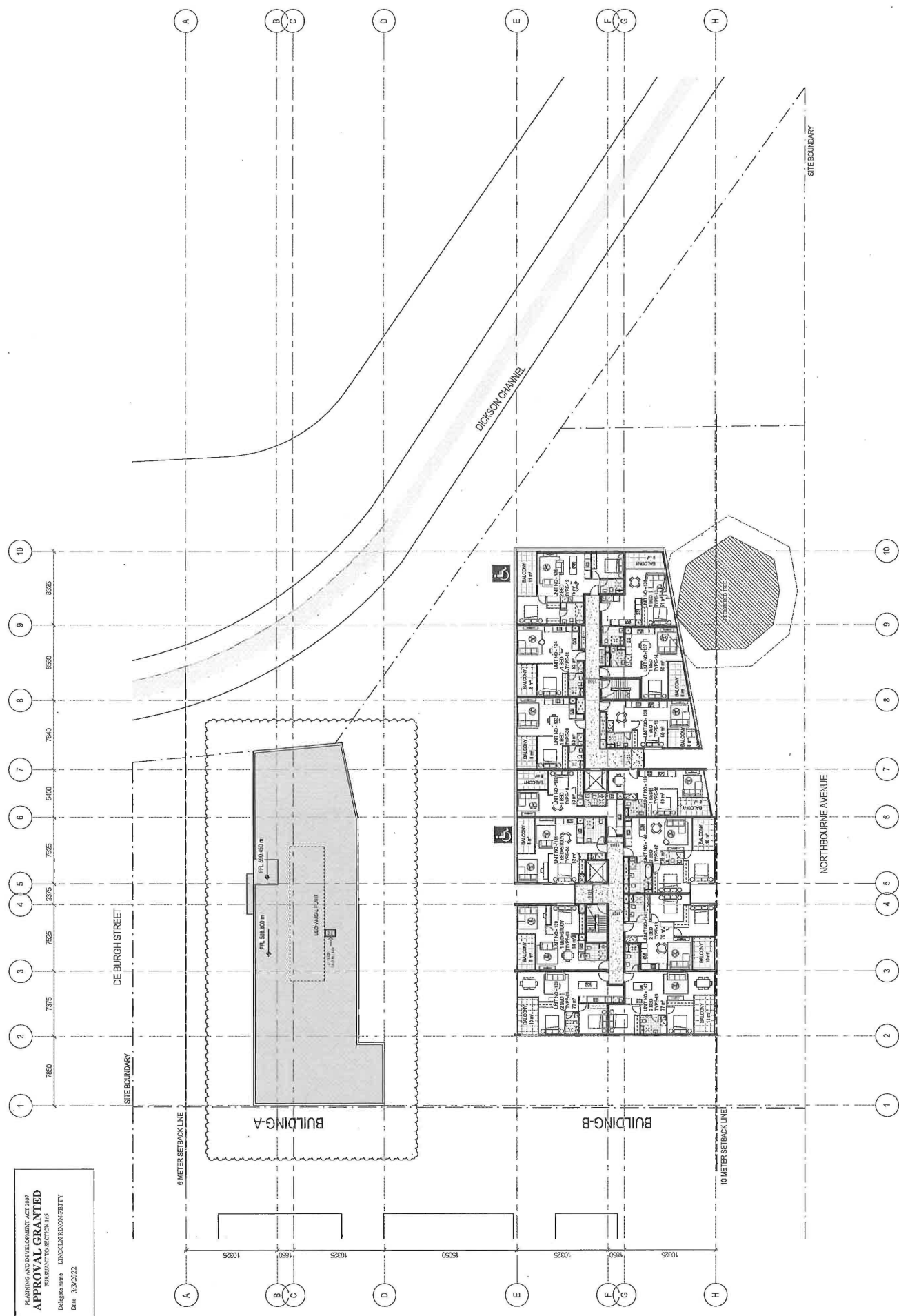
DATE: 14.03.21

SCALE: 1:500

DATE: 14.03.21

SCALE: 1:500

PLANNING AND DEVELOPMENT ACT 2009
APPROVAL GRANTED
 PERMIT TO SECTION 88
 Delegate name LINCOLN RENOVAPETY
 Date 3/3/2022



REV	DESCRIPTION	DATE
A	ISSUE FOR ICA	14.11.19
B	ISSUE FOR ICA	04.11.20
C	ISSUE FOR ICA	04.11.20
D	ISSUE FOR ICA	04.11.20
E	ISSUE FOR ICA	04.11.20
F	ISSUE FOR ICA	14.03.21

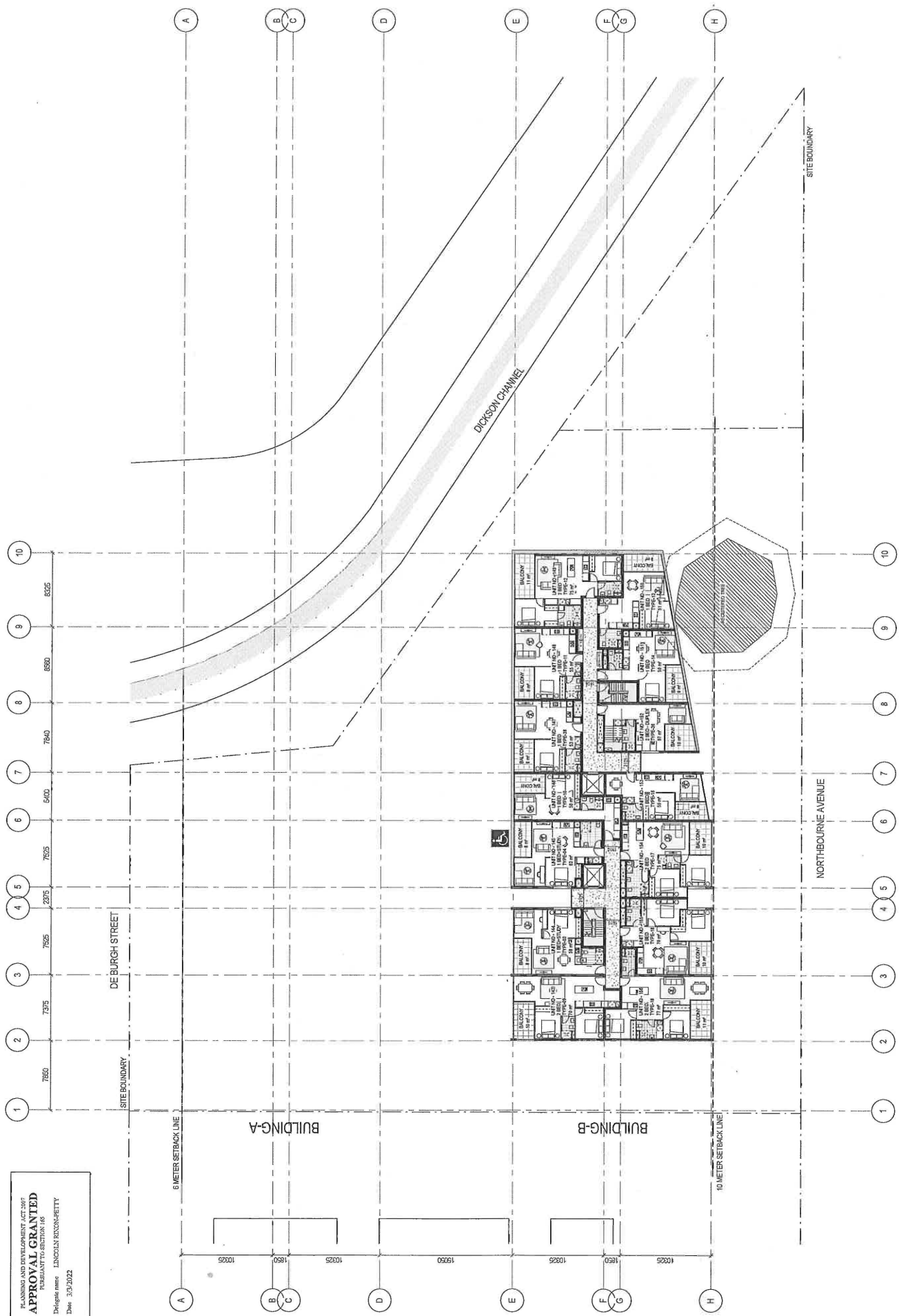
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PROJECT NAME: LYNEHAM STAGE 2
 LYNEHAM ACT
 PROJECT NUMBER: 17-018
 DRAWING NUMBER: A110
 DATE: 2022.03.14
 DRAWN BY: TM
 CHECKED BY: TM
 SCALE: 1:1000
 PROJECT NUMBER: 14.03.21

LEVEL-6_GA PLAN



PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJANT TO SECTION 156
 Depute name LINCOLN KINSON-BETTY
 Date 3/3/2022



REV	DESCRIPTION
A	ISSUE FOR I/A
B	ISSUE FOR R/R
C	ISSUE FOR R/R
D	ISSUE FOR R/R
E	ISSUE FOR R/R
F	ISSUE FOR R/R (N20)

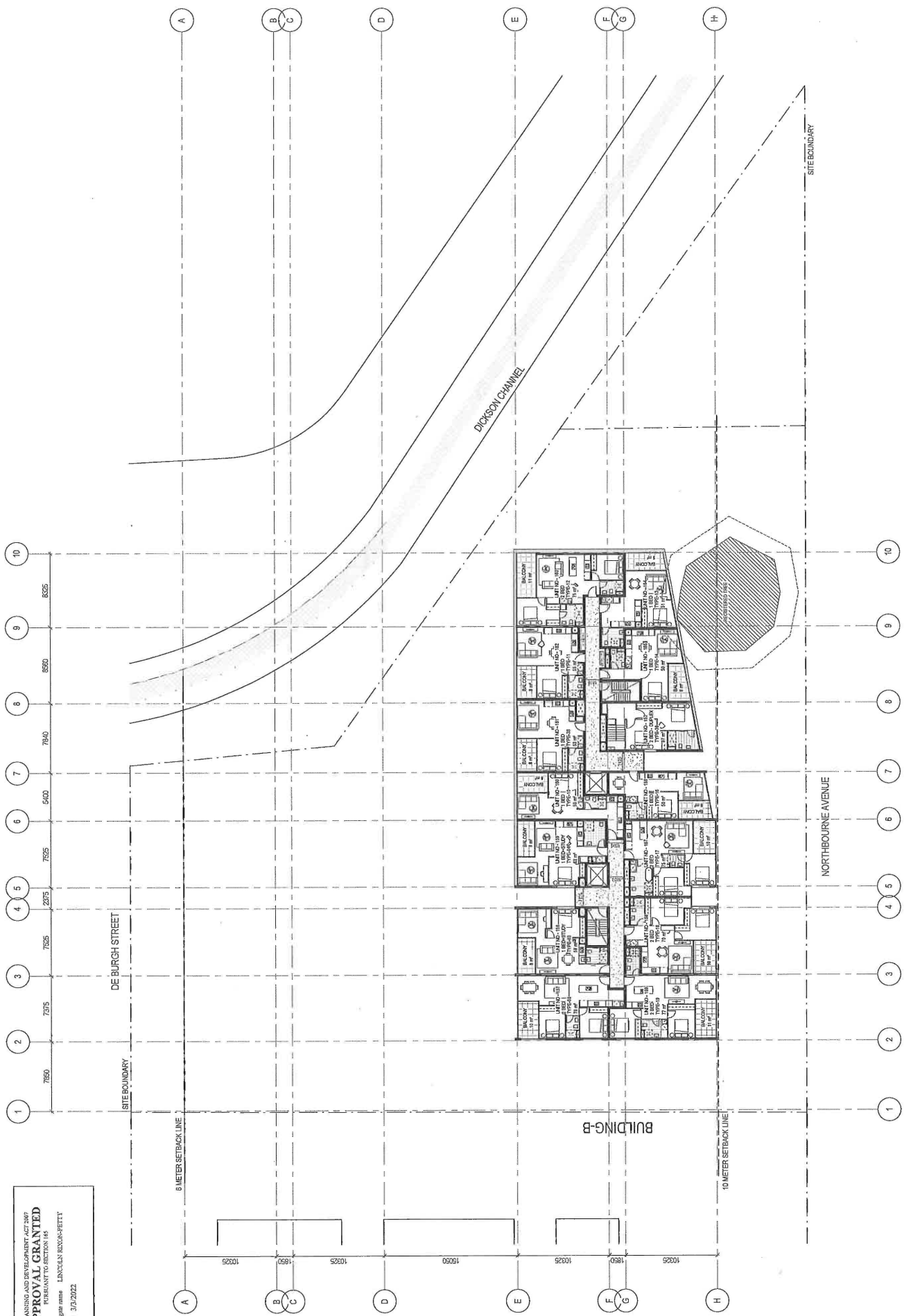
DATE	BY
14/03/21	ML/ST
14/03/21	ML/ST
14/03/21	ML/ST
14/03/21	ML/ST
14/03/21	ML/ST

JWLAND FRONT.
 JWLAND FRONT ARCHITECTS
 227 NORTHBOURNE AVENUE #2-2131 HATTON
 HATTON, ONTARIO, CANADA M7A 1S1
 TEL: (416) 291-8888 FAX: (416) 291-8889
 WWW.JWLANDFRONT.COM

PROJECT NAME: LYNEMHAM STAGE 2
 LYNEMHAM ACT
 DRAWING TITLE: LEVEL-7_GA PLAN

PROJECT NUMBER: 17-018
 SHEET NUMBER: A111
 SCALE: 1:200 (A1)
 DRAWING DATE: 14/03/21
 DRAWING BY: ML/ST
 DRAWING CHECKED BY: ML/ST
 PROJECT LOCATION: F
 PROJECT DATE: 14/03/21

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PERMITANT TO SECTION 85
 De-lease name: LINCOLN RENOVATION
 Date: 3/9/2022



REV	DESCRIPTION	DATE
A	ISSUE FOR PERM	20220309
B	ISSUE FOR PERM	20220309
C	ISSUE FOR PERM	20220309
D	ISSUE FOR PERM	20220309
E	ISSUE FOR PERM	20220309
F	ISSUE FOR PERM	20220309

JWLAND FRONT.

PROJECT NAME: LYNEHAM STAGE 2
 INSTRUMENT: INSTRUMENT
 DRAWING TITLE: LEVEL-8_GA PLAN

PROJECT NUMBER: 17-018
 A112
 DATE: 11/22/2021
 TIME: 10:00 AM
 PROJECT: 14.02.21



GENERAL NOTES

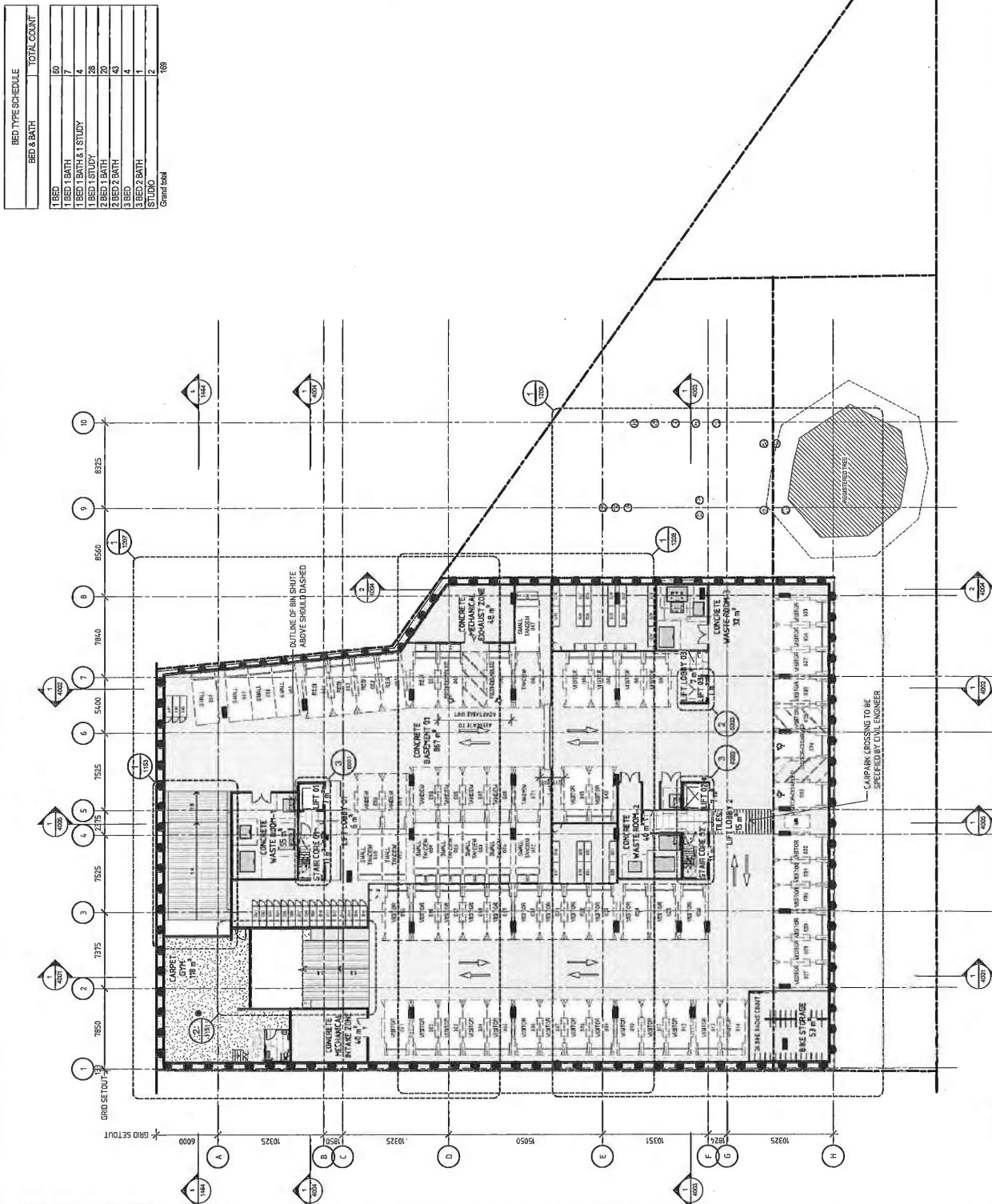
- DRAWING TO BE READ IN CONJUNCTION WITH CONSULTANT SPECIFICATIONS AND DRAWINGS
- REFER TO FIRE ENGINEER'S DOCUMENTATION FOR ALL FIRE RESISTANCE LEVEL REQUIREMENTS
- REFER TO CIVIL ENGINEER'S DOCUMENTATION FOR ALL PARKING AND CIRCULATION REQUIREMENTS
- REFER TO CIVIL ENGINEER'S DOCUMENTATION FOR FURTHER INFORMATION
- REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR SPECIFICATIONS OF ALL STRUCTURAL ELEMENTS AND PENETRATION SIZES
- REFER TO WALL SETOUT PLANS FOR PARTITION SET OUTS & GRID SERIES FOR WALL TYPES
- SUBCONTRACTORS TO CHECK ALL MEASUREMENTS AND LEVELS ON SITE PRIOR TO CONSTRUCTION

BED TYPE SCHEDULE		PARKING TYPE SCHEDULE	
BED & BATH	TOTAL COUNT	PARKING TYPE	CAR BAY COUNT
1 BED	60	RESI	5
1 BED 1 BATH	7	RES-DISABLED	2
1 BED 1 BATH & 1 STUDY	4	SMALL TANDM	4
1 BED 1 STUDY	28	TANDM	8
2 BED 1 BATH	20	VISITOR-DISABLED	43
2 BED 2 BATH	43		72
3 BED 2 BATH	4		
STUDIO	2		
Grand Total	169		

STORAGE SCHEDULE	
Item, Q,MS	Level
STORAGE BIKE/GEAR 48	Basement 3
STORAGE GENERAL 19	Basement 3
STORAGE BIKE/GEAR 24	Basement 2
STORAGE GENERAL 19	Basement 2
STORAGE BIKE/GEAR 12	Basement 1
STORAGE GENERAL 172	Basement 1

BED TYPE SCHEDULE		PARKING TYPE SCHEDULE	
BED & BATH	TOTAL COUNT	PARKING TYPE	CAR BAY COUNT
1 BED	60	RESI	5
1 BED 1 BATH	7	RES-DISABLED	2
1 BED 1 BATH & 1 STUDY	4	SMALL TANDM	4
1 BED 1 STUDY	28	TANDM	8
2 BED 1 BATH	20	VISITOR-DISABLED	43
2 BED 2 BATH	43		72
3 BED 2 BATH	4		
STUDIO	2		
Grand Total	169		

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PRESENTANT TO SECTION 465
 Delegation name: LINDSEY WOODWARD-PETTY
 Date: 3/12/2022



Architect
D + J + A + S
 Daryl Jackson
 Alastair Swayn

Client
 JWLAND

Project Information
 Block 6, Section 51, Lynnhem Gardens
 Central ACT
 Project Street Address
 92 Dr. Barge Street and Northbourne
 Land Owner
 JW Land

Job
 JWLAND STAGE 2
 Scale
 1:250 @B1
 Date
 Issue Date

Revision

Rev	Description	Date
01	FOR INFORMATION	15/09/2021
02	FOR INFORMATION	15/09/2021
03	FOR INFORMATION	15/09/2021
04	FOR INFORMATION	15/09/2021
05	FOR INFORMATION	15/09/2021
06	FOR INFORMATION	15/09/2021
07	FOR INFORMATION	15/09/2021
08	FOR INFORMATION	15/09/2021
09	FOR INFORMATION	15/09/2021
10	FOR INFORMATION	15/09/2021

Notes

All dimensions are in millimetres
 Do not scale off drawings
 Check specifications on site
 Check specifications on site

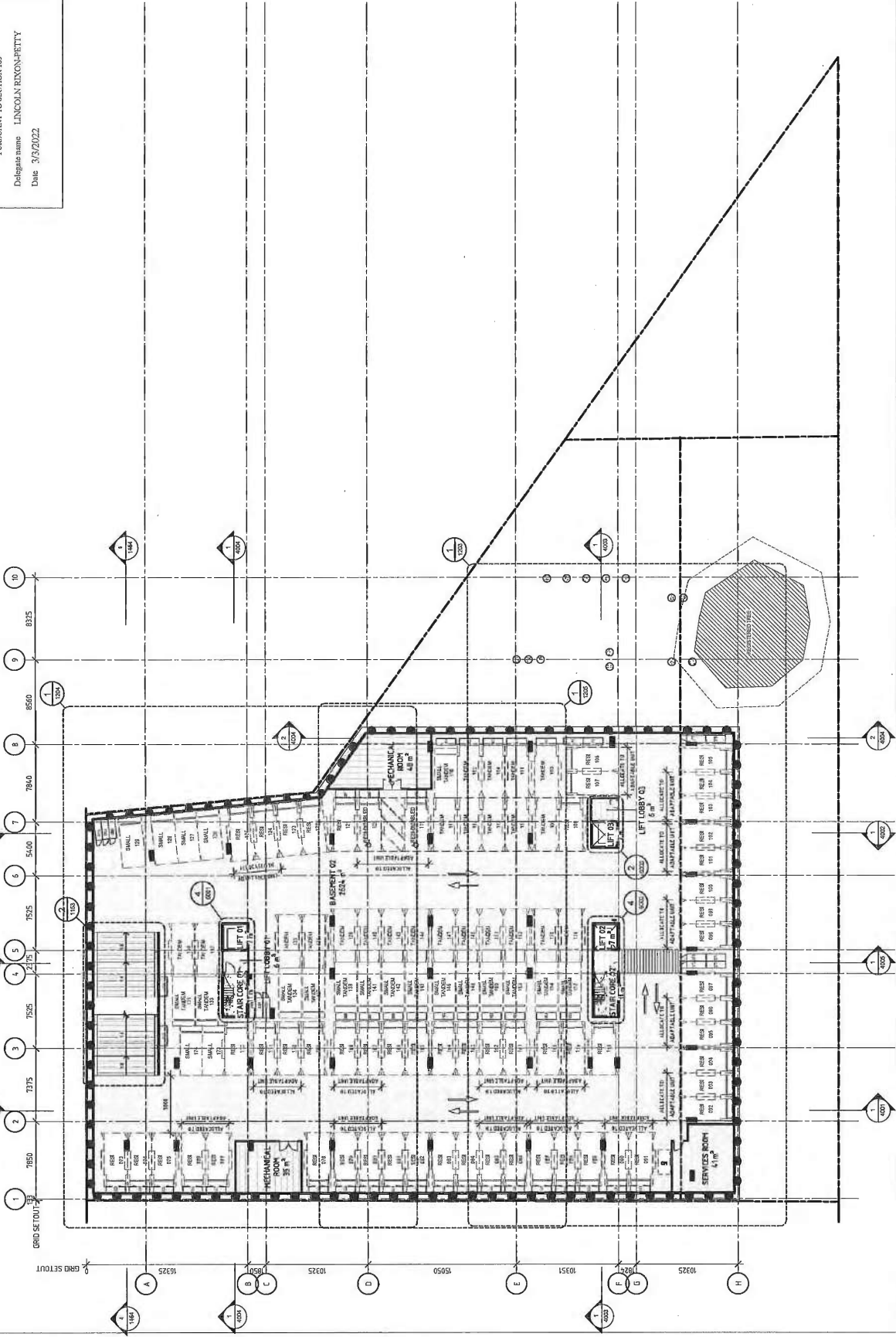
Approvals

Name	Signature	Date
Architect		
Client		
Engineer		
Structural Engineer		
Fire Engineer		
Other		

NOT FOR CONSTRUCTION

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegate name LINCOLN RYMON-PETTY
 Date 3/3/2022

- GENERAL NOTES**
1. DRAWINGS TO BE READ IN CONJUNCTION WITH CONSULTANT SPECIFICATIONS AND DRAWINGS
 2. REFER TO FIRE ENGINEERS SPECIFICATION FOR ALL FIRE RESISTANCE LEVEL REQUIREMENTS
 3. REFER TO CIVIL ENGINEER'S DOCUMENTATION FOR ALL PARKING AND CIRCULATION REQUIREMENTS
 4. REFER TO CIVIL ENGINEER'S DOCUMENTATION FOR FURTHER INFORMATION
 5. REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR SPECIFICATIONS OF ALL STRUCTURAL ELEMENTS AND PENETRATION SIZES
 6. REFER TO ALL SETOUT PLANS FOR PARTITION SET OUTS & ROOM SIZES FOR WALL TYPES
 7. SUBCONTRACTORS TO CHECK ALL MEASUREMENTS AND LEVELS ON SITE PRIOR TO CONSTRUCTION



Job LYNHAM STAGE 2
Scale 1:200 @A1
Date Issue Date
Description GENERAL ARRANGEMENT PLANS
 GA_BASEMENT LEVEL 2 COVER ALL
 Job Number 21540
 Drawing Number
 Revision
 P5
 [BA] 1524-102

Project Information
 Block, Section & Division
 Block 6, Section 01, Lynham Chambers
 Central ACT
 310 Evans Street, Block 6, Section 01, Lynham Chambers
 Canberra ACT 2600
 07 3062 0000
 planning@jwland.com.au
 jwland.com.au
 City of Canberra
 2000 James Watson Drive, Canberra ACT 2600
 ACT Reg No. 9005
 QLD Reg No. 3000
 JVI Lane

Architect
D J Daryl Jackson
A S Alaistair Swbyn

Client JWLAND

Date	Author	Checked	Appr. by	Issue
05/12/2021	DA	DA	DA	01
05/12/2021	DA	DA	DA	02
05/12/2021	DA	DA	DA	03
05/12/2021	DA	DA	DA	04
05/12/2021	DA	DA	DA	05
05/12/2021	DA	DA	DA	06
05/12/2021	DA	DA	DA	07
05/12/2021	DA	DA	DA	08
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05/12/2021	DA	DA	DA	10

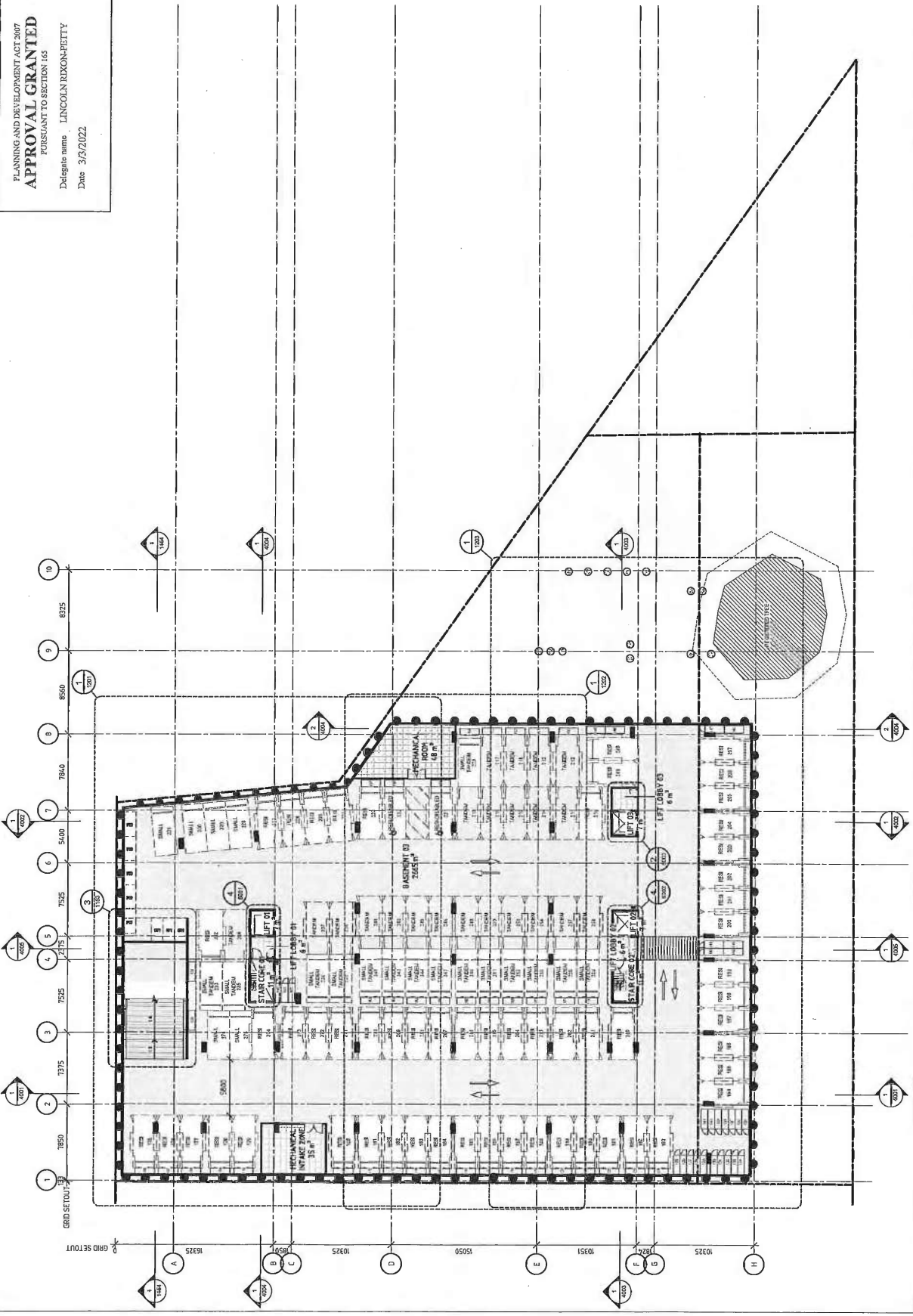
Notes
 All dimensions in millimetres
 Do not scale off drawings
 Check dimensions on site

Author DA
Checked DA
Appr. DA
Project Architect DA
Project Engineer DA

NOT FOR CONSTRUCTION

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
PURSUANT TO SECTION 165
Delegate name LINCOLN RIXON-PETTY
Date 3/3/2022

- GENERAL NOTES**
- DRAWING TO BE READ IN CONJUNCTION WITH CONSULTANT SPECIFICATIONS AND DRAWINGS
 - REFER TO FIRE ENGINEER'S DOCUMENTATION FOR ALL FIRE RESISTANCE LEVEL REQUIREMENTS
 - REFER TO CIVIL ENGINEER'S DOCUMENTATION FOR ALL PARKING AND CIRCULATION REQUIREMENTS
 - REFER TO CIVIL ENGINEER'S DOCUMENTATION FOR FURTHER INFORMATION
 - REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR SPECIFICATIONS OF ALL STRUCTURAL ELEMENTS AND PARTITION SIZES
 - REFER TO WALL SETOUT PLANS FOR PARTITION SET OUTS & 8100 SERIES FOR WALL TYPES
 - SUBCONTRACTORS TO CHECK ALL MEASUREMENTS AND LEVELS ON SITE PRIOR TO CONSTRUCTION



Notes

All dimensions are in millimetres
Do not scale off drawing
Check dimensions on site

Scale: 1:100 (Overall), 1:50 (Detail)
Drawing Date: 2022/03/03
Drawing Number: 2022/03/03
Project Name: JWLAND

Revisions

No.	Description	Date
01	ISSUE FOR PERMIT	2022/03/03
02	FOR INFORMATION	2022/03/03
03	FOR INFORMATION	2022/03/03
04	FOR INFORMATION	2022/03/03

Client: JWLAND

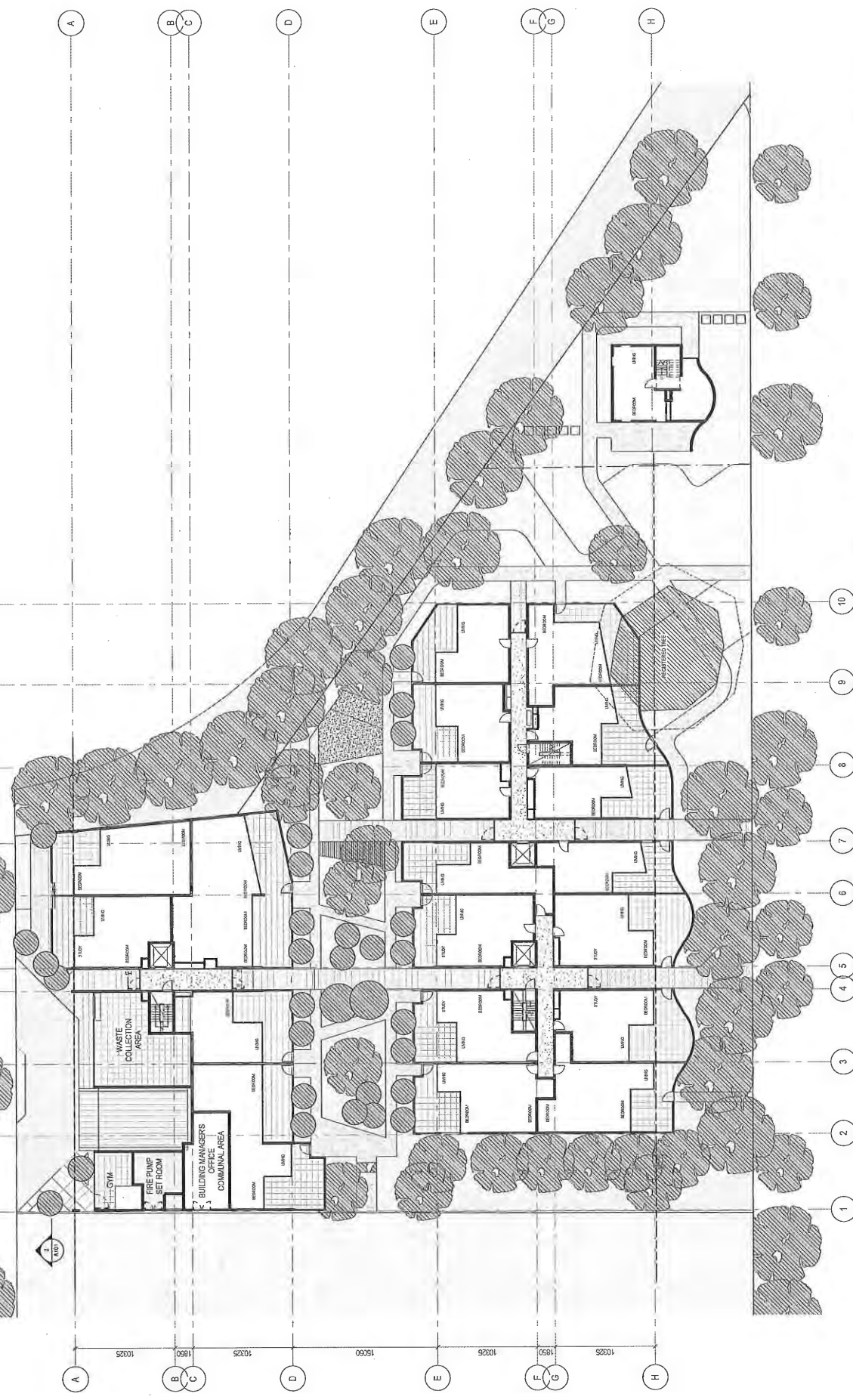
Architect: D J A S + J
Daryl Jackson
Alastair Swynn

Project Information:
110 Queen Street
Sydney NSW 2000
Australia
Phone: +61 2 9225 1111
www.dja.com.au

Project Street Address:
52 De Bago Street and Northbourne
Lynch Cove
New South Wales
Australia

Job Number: [BA] 1824-1051
Revision: P2

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegate name LINCOLN RIXON-PETTY
 Date 3/3/2022



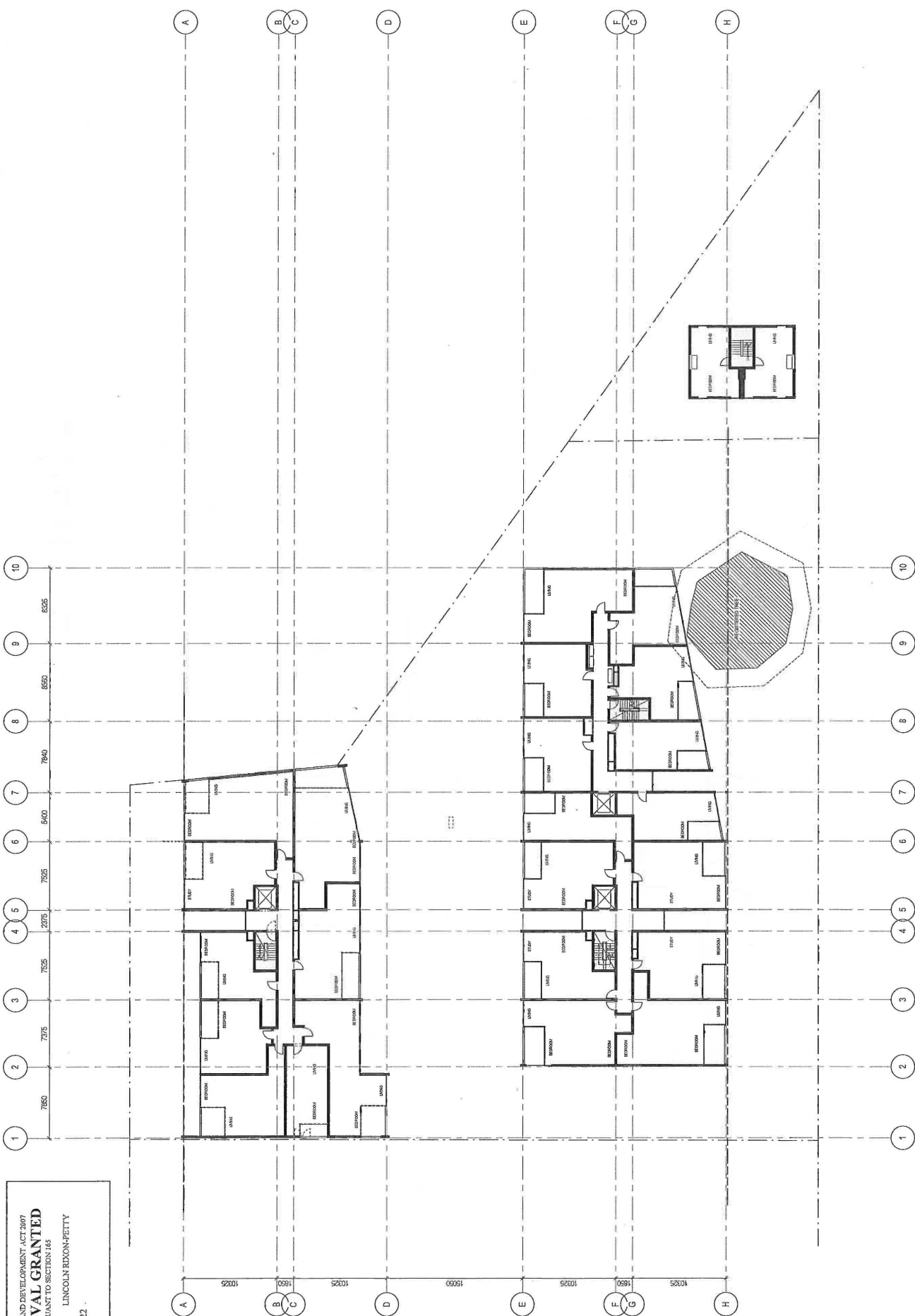
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 LYNHAM ACT
 DRAWING TITLE: GROUND FLOOR-PUBLIC NOTIFICATION
 PROJECT NUMBER: A400
 DATE: 17-018
 TIME: 1:00 PM
 DATE: 14.02.21

JWLAND FRONT.
 JWLAND FRONT ARCHITECTS
 100 High Street, London E14 4JF
 Tel: 020 7424 1234
 Email: info@jwlandfront.com

REV	DESCRIPTION	DATE
A	ISSUE FOR PERMIT	14/02/21
B	ISSUE FOR PERMIT	14/02/21
C	ISSUE FOR PERMIT	14/02/21
D	ISSUE FOR PERMIT	14/02/21
E	ISSUE FOR PERMIT	14/02/21

GROUND FLOOR-PUBLIC NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 163
 Delegate name LINCOLN RIXON-PETTY
 Date 3/6/2022



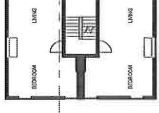
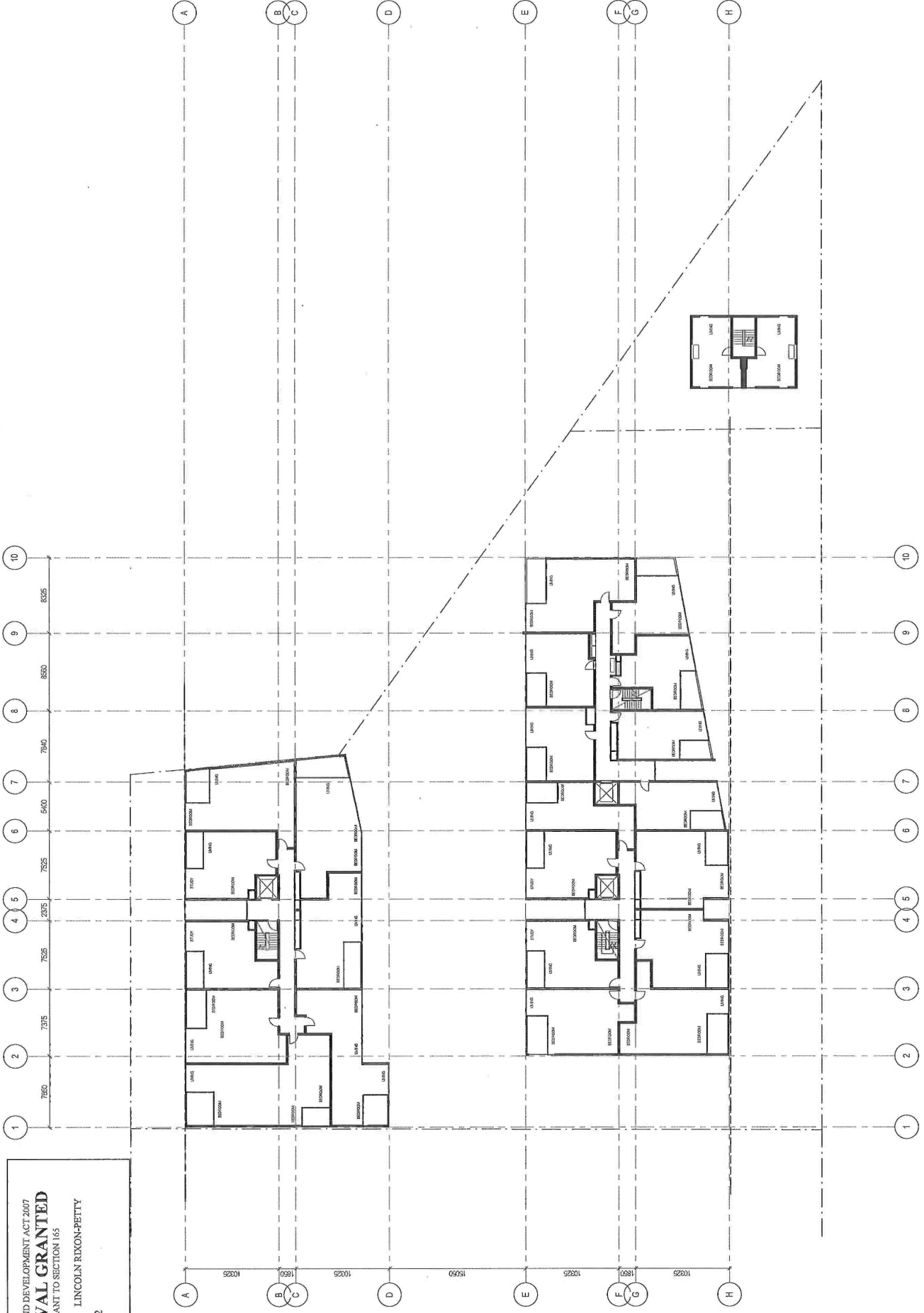
REV	DESCRIPTION
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B	ISSUE FOR PERMITS
C	ISSUE FOR PERMITS
D	ISSUE FOR PERMITS
E	ISSUE FOR PERMITS
F	ISSUE FOR PERMITS

JWLAND FRONT.
100, South Street, Suite 100, Lincoln, Rhode Island 02860
 401-942-1234
 www.jwlandfront.com

PROJECT NAME: **LYNEHAM STAGE 2**
 LYNEHAM ACT
 DRAWING TITLE: **LEVEL-1_PUBLIC NOTIFICATION**

PROJECT NUMBER: **17-018**
 DRAWING NUMBER: **A401**
 SCALE: **1:200 (BA)**
 DATE: **1/11/2022**
 DRAWN BY: **TM**
 CHECKED BY: **PM**
 REVISION: **F**
 DATE: **11/03/21**

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegate name LINCOLN RIXON-PETTY
 Date 3/3/2022



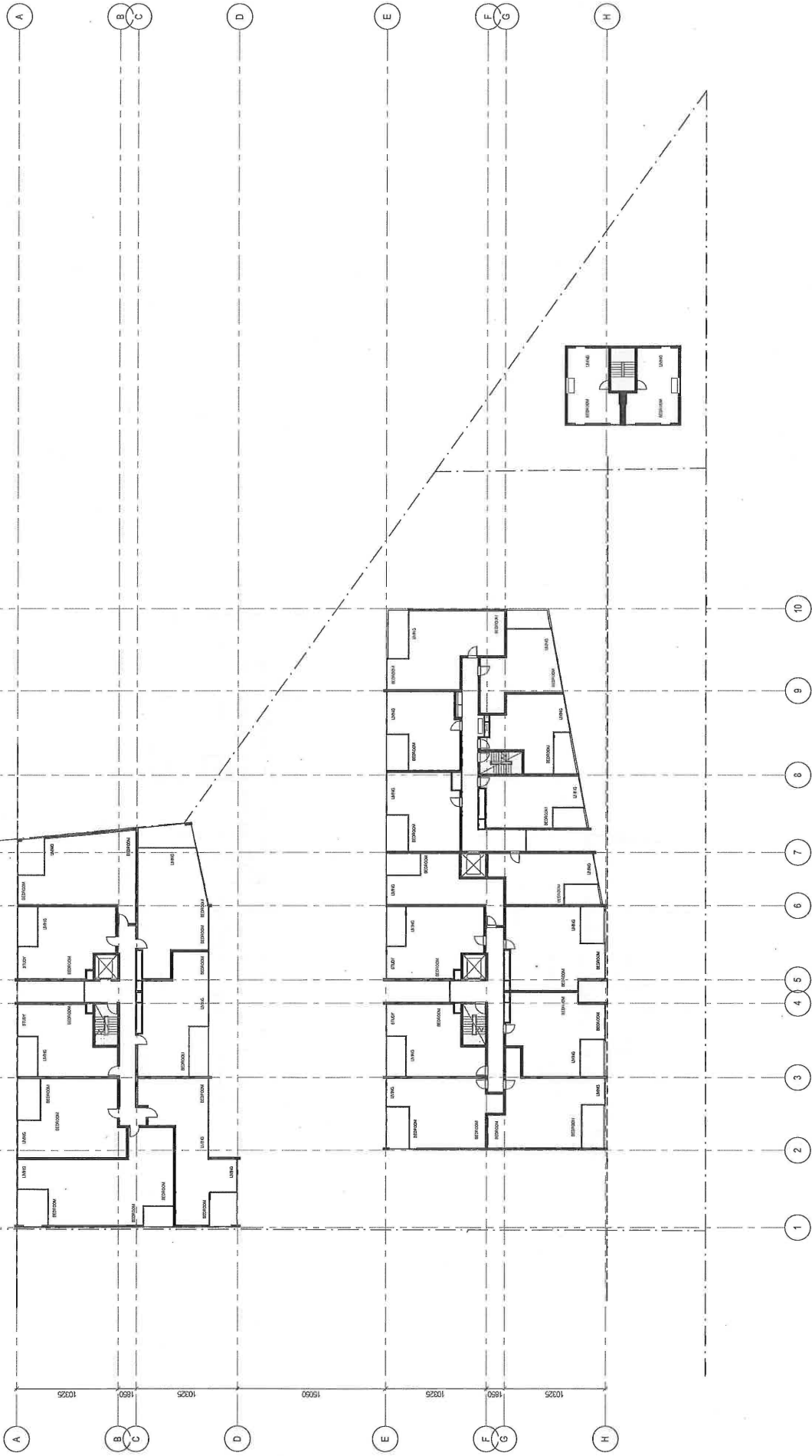
REV	DESCRIPTION	DATE
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B	ISSUE FOR IGA	04.11.20
C	ISSUE FOR IGA	04.07.21
D	ISSUE FOR IGA	04.07.21
E	ISSUE FOR IGA	14.12.21

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PROJECT NAME: LYNCHAM STAGE 2
 LYNCHAM ACT
 PROJECT NUMBER: A402
 DATE: 17.03.2021
 DRAWN BY: TM
 CHECKED BY: PM
 SCALE: 1:1000
 PROJECT TITLE: LEVEL-2_PUBLIC NOTIFICATION

RELATION: F
 PROJECT NUMBER: A402
 DATE: 17.03.2021
 DRAWN BY: TM
 CHECKED BY: PM
 SCALE: 1:1000
 PROJECT TITLE: LEVEL-2_PUBLIC NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegate name: LINCOLN RIXON-FETTY
 Date: 3/3/2022



REV	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	24/03/2022
2	ISSUED FOR PERMIT	24/03/2022
3	ISSUED FOR PERMIT	24/03/2022
4	ISSUED FOR PERMIT	24/03/2022
5	ISSUED FOR PERMIT	24/03/2022
6	ISSUED FOR PERMIT	24/03/2022
7	ISSUED FOR PERMIT	24/03/2022
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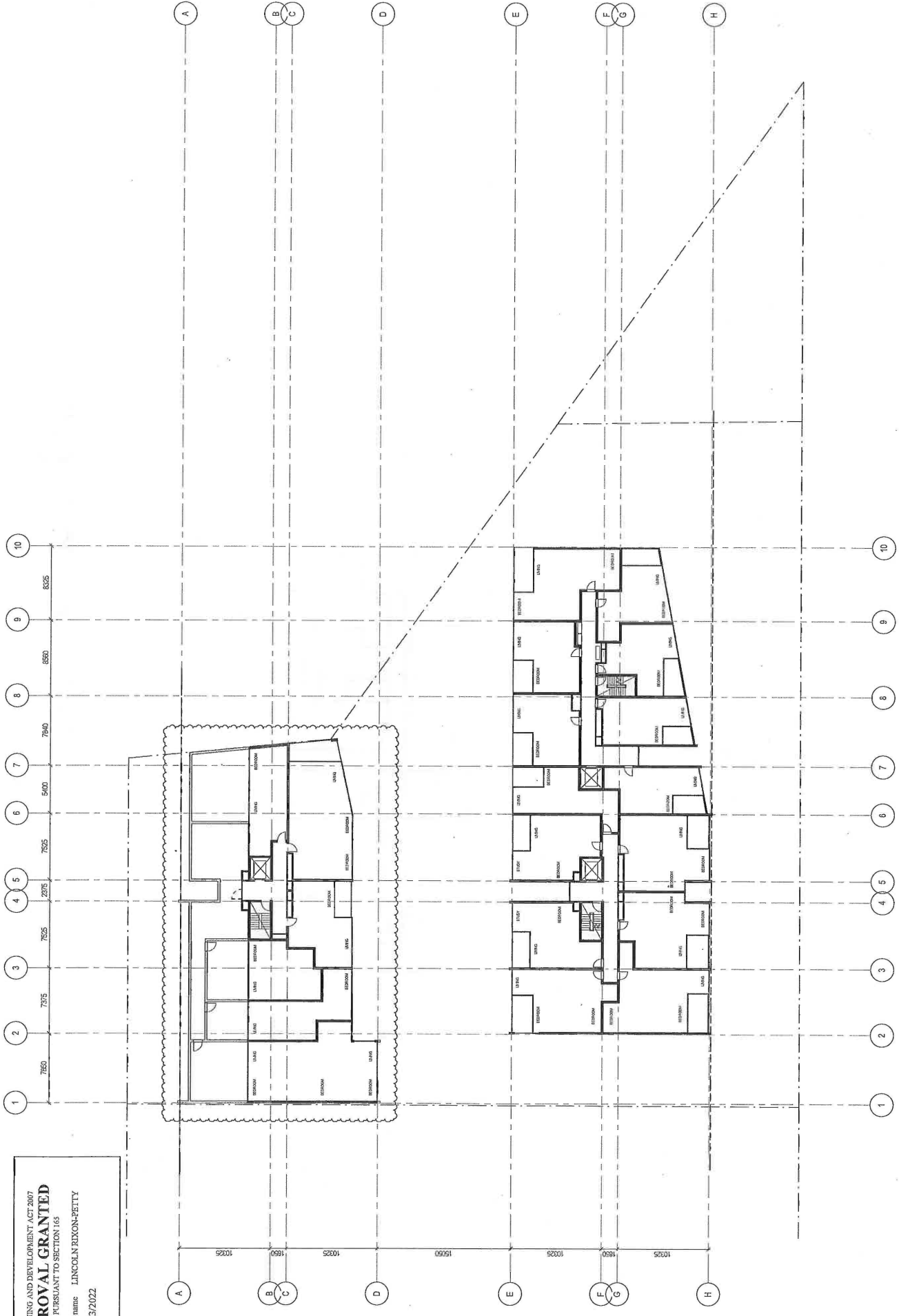
JWLAND FRONT.

PROJECT NAME: LYNHAM STAGE 2
 LYNHAM ACT
 DRAWING TITLE: LEVEL-3_PUBLIC NOTIFICATION

PROJECT NUMBER: 17-018
 DRAWING NUMBER: A403
 DATE: 1-20-2021
 DRAWN BY: JRM
 CHECKED BY: JRM
 REVISION: K4.021



PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegate name LINCOLN RIXON-PETTY
 Date 3/8/2022



PROJECT NUMBER: 17-018
 PROJECT NAME: A405
 SCALE: 1:200 @ A1
 COUNTY: TN
 SHEET NO: 14
 DATE: 11/15/21
 DRAWN BY: [Signature]

PROJECT NAME: LYNCHAM STAGE 2
 PROJECT NUMBER: LYNCHAMACT
 PROJECT TITLE: LEVEL-5_PUBLIC NOTIFICATION

JWLAND FRONT.
 ARCHITECTS
 1000 W. BROADWAY, SUITE 4120
 MEMPHIS, TN 38102
 TEL: 901.253.1234
 WWW.JWLANDFRONT.COM

DATE: 11/15/21
 11/15/21
 11/15/21
 11/15/21
 11/15/21
 11/15/21

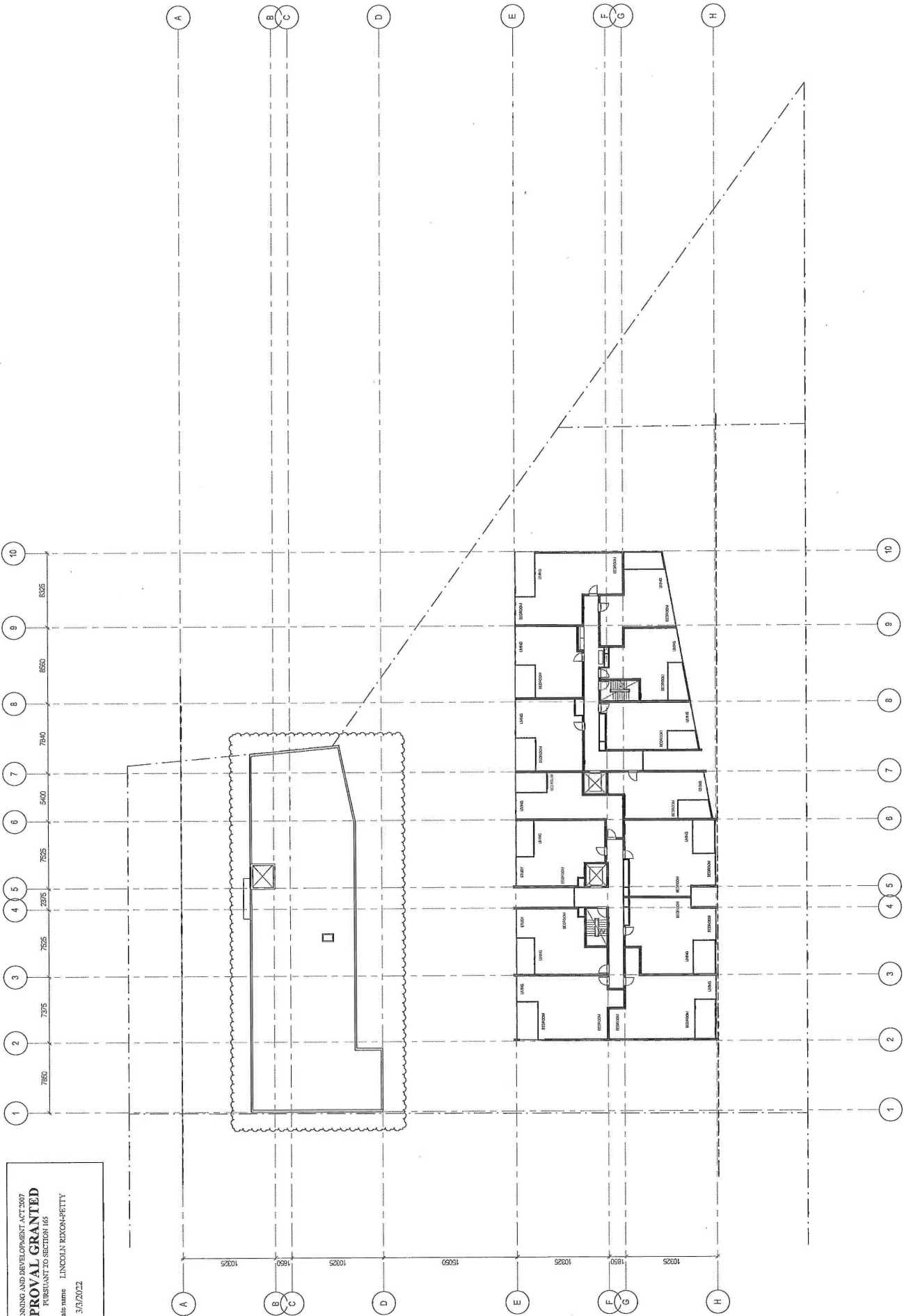
NOV DESCRIPTION
 A ISSUE FOR IAA
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 D ISSUE FOR IAA
 E ISSUE FOR IAA
 F ISSUE FOR IAA

REVISIONS
 1
 2
 3
 4
 5
 6
 7
 8
 9
 10

DATE: 11/15/21
 11/15/21
 11/15/21
 11/15/21
 11/15/21
 11/15/21

NOV DESCRIPTION
 A ISSUE FOR IAA
 B ISSUE FOR IAA
 C ISSUE FOR IAA
 D ISSUE FOR IAA
 E ISSUE FOR IAA
 F ISSUE FOR IAA

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegate name LINCOLN RIXON-PETTY
 Date 3/3/2022



PROJECT NUMBER: 17-018
 UNIT NUMBER: A406
 DATE: 2022/03/03
 TIME: 10:23:00 AM
 PROJECT: F

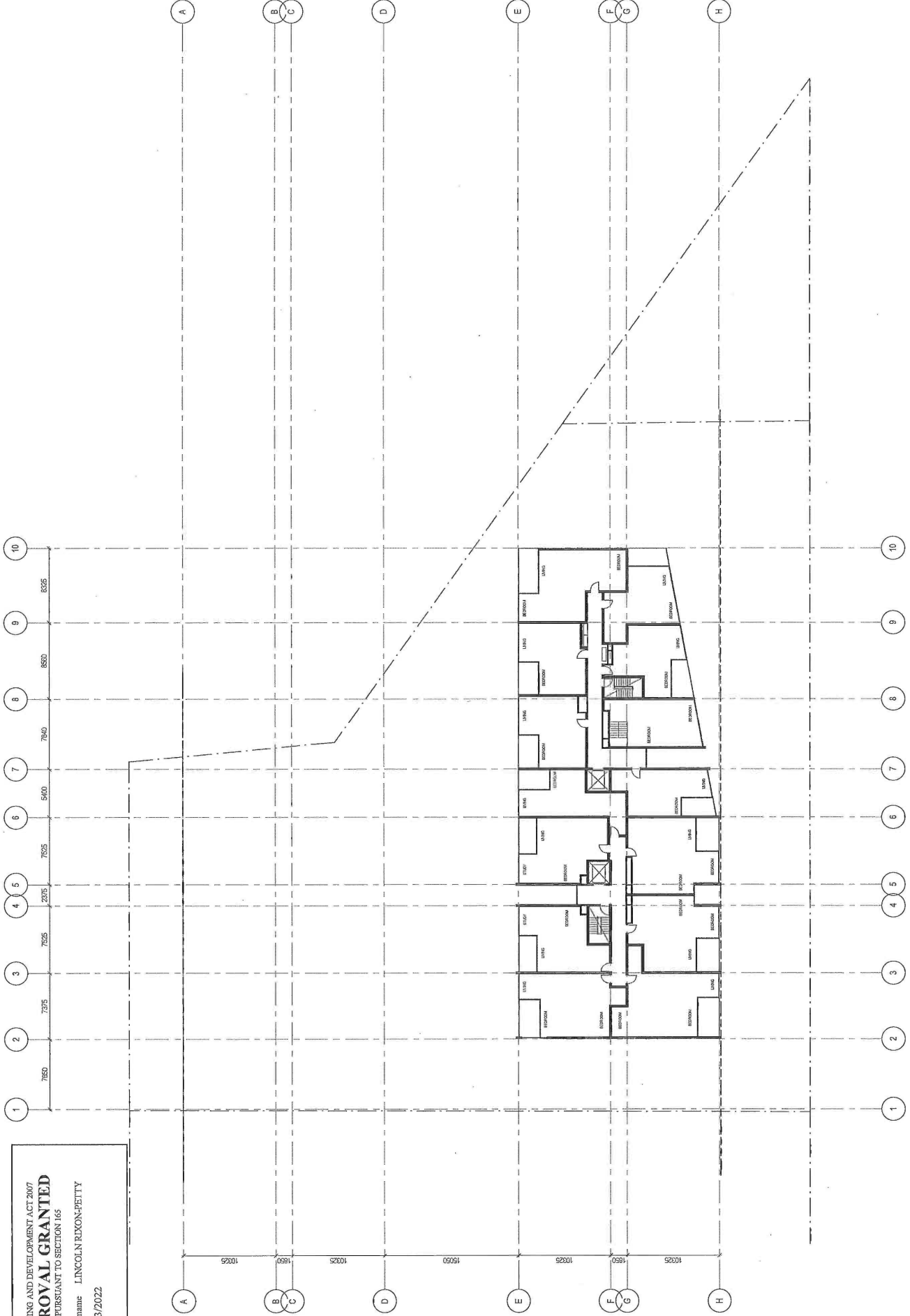
PROJECT NAME: LYNEHAM STAGE 2
 LYNEHAM ACT
 EXPRESS TITLE
LEVEL-6_PUBLIC NOTIFICATION

JWLAND FRONT.

REV	DESCRIPTION	DATE
A	ISSUED FOR PERMITS	08/03/21
B	ISSUED FOR PERMITS	08/03/21
C	ISSUED FOR PERMITS	08/03/21
D	ISSUED FOR PERMITS	08/03/21
E	ISSUED FOR PERMITS	08/03/21
F	ISSUED FOR PERMITS	08/03/21

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165

Delegate name LINCOLN RIXON-PETTY
 Date 3/3/2022



REV	DESCRIPTION	DATE
A	ISSUE FOR IGA	15/12/19
B	ISSUE FOR IGA	04/11/20
C	ISSUE FOR IGA	04/11/20
D	ISSUE FOR IGA	04/11/20
E	ISSUE FOR IGA	04/11/20
F	ISSUE FOR IGA	04/11/20

JWLAND FRONT.
 ARCHITECTS
 10000 165th Avenue, Suite 100, Richmond, BC V6V 2G9
 TEL: 604.273.8888 FAX: 604.273.8889
 WWW.JWLANDFRONT.COM

PROJECT NAME: LYNEHAM STAGE 2
 LYNEHAM ACT
 PROJECT NUMBER: 17-018
 DATE: 17:00:00 AM
 TIME: PM
 DRAWING TITLE: LEVEL-8_PUBLIC NOTIFICATION



ACT
Government
Environment and Planning

Canberra Town Planning Pty Ltd
5/32 Lonsdale Street
Braddon ACT 2612

BLOCK: 2 SECTION: 115 - Lyneham
Application Number: 201936691

Dear Canberra Town Planning,

I refer to the Notice of Decision dated 6 October 2021, concerning the above application.

It has come to the attention of the planning and land authority that a required condition was omitted from **Part A** of the Notice of Decision.

Consequently, in accordance with section 196 of the *Planning and Development Act 2007*, the Notice of Decision dated 6 October 2021 is formally corrected as follows:

Condition added to Part A:

APPROVAL FOR USE - GRANT OF A CROWN LEASE

The approved building must not be occupied and a certificate of occupancy and use must not be applied for, until a Crown lease is granted over the block that permits the approved use.

The remainder of Notice of Decision is unchanged and continues to apply.

If you would like to discuss this matter further, please telephone the contact officer on (02) 6205 2888.

Yours sincerely,

Lincoln Rixon-Petty
Development Assessment Director
Environment, Planning and Sustainable Development
Directorate
3 March 2022



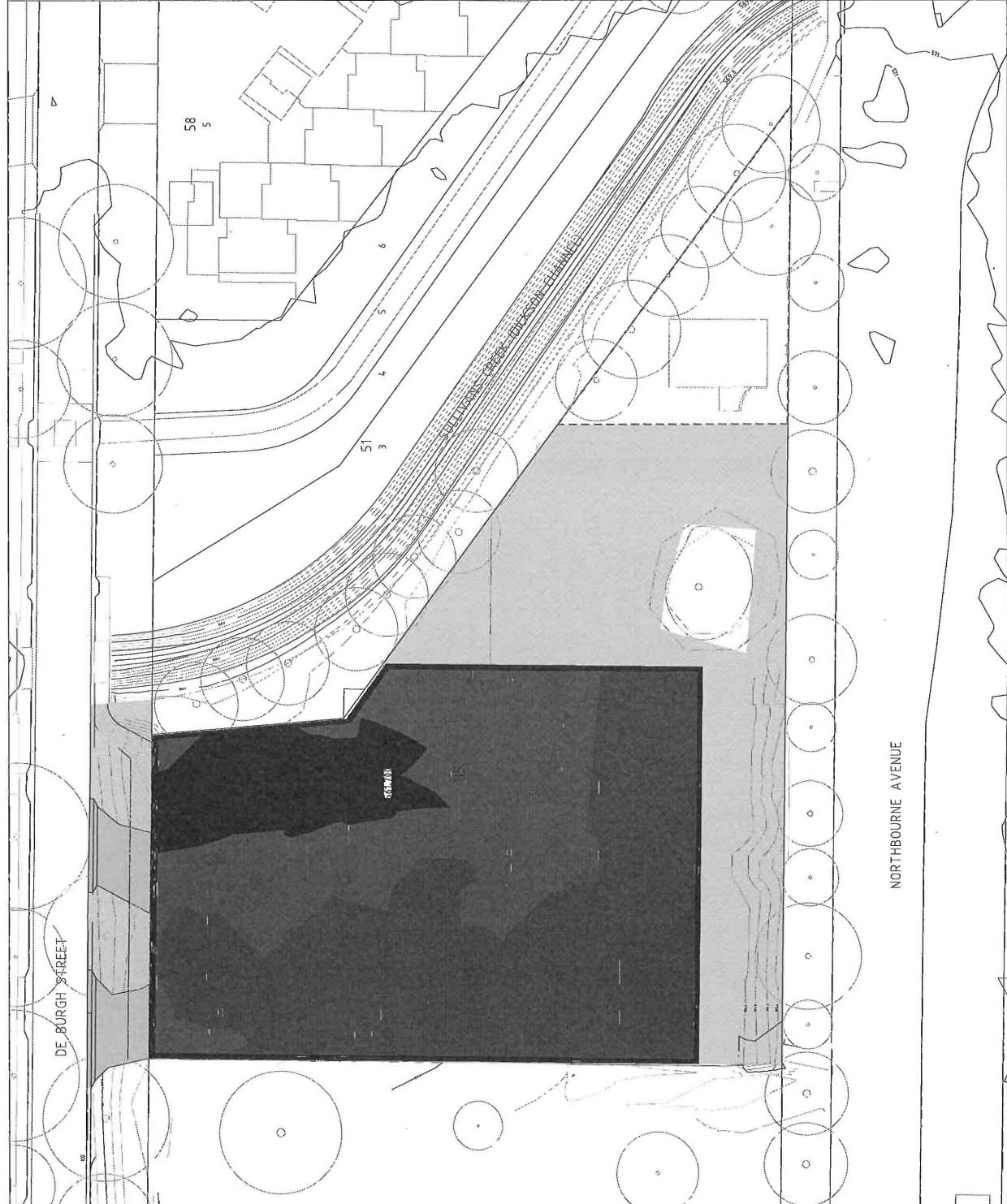
BLOCK BOUNDARY
HERITAGE BOUNDARY
TREE PROTECTION FENCE

AREA OF LANDSCAPE CUT OR FILL (HEIGHT VARIES)
AREA OF DRIVEWAY/ VERGE EXCAVATION CUT OR FILL (HEIGHT VARIES)
AREA OF FOOTPATH EXCAVATION CUT OR FILL (HEIGHT VARIES)

BUILDING PAD FLOOR SURFACE LEVELS

BULK EARTHWORKS Elevation Upper value	Colour
-9.0 to -8.5 m	[Color swatch]
-8.5 to -8.0 m	[Color swatch]
-8.0 to -7.5 m	[Color swatch]
-7.5 to -7.0 m	[Color swatch]
-7.0 to -6.5 m	[Color swatch]
-6.5 to -6.0 m	[Color swatch]
-6.0 to -5.5 m	[Color swatch]
-5.5 to -5.0 m	[Color swatch]
-5.0 to -4.5 m	[Color swatch]
-4.5 to -4.0 m	[Color swatch]
-4.0 to -3.5 m	[Color swatch]
-3.5 to -3.0 m	[Color swatch]
-3.0 to -2.5 m	[Color swatch]
-2.5 to -2.0 m	[Color swatch]

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
PURSUANT TO SECTION 165
Delegate name LINCOLN RECONAFETTY
Date 3/3/2022



NOTES

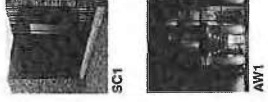
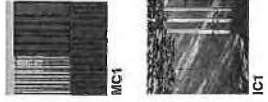
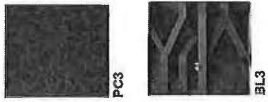
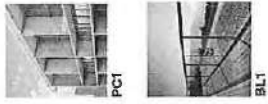
- REMOVE TOPSOIL FROM BELOW ALL BUILDING AREAS AND STOCKPILE FOR LATER RE-USE IF REQUIRED OTHERWISE DISPOSE OFF SITE.
- FOR FILL AREAS, REMOVE SLOPEWASH TO RESIDUAL SOIL. PROOF ROLL SURFACE. REMOVE SOFT SPOTS, FILL AS REQUIRED WITH RESIDUAL SOIL OR IMPORTED GRANULAR MATERIAL (CBR<8%), COMPACT FILL IN MAX LAYERS 150mm THICK TO SURFACE TO 95% MDD.
- PROVIDE LEVEL 1 GEOTECHNICAL CERTIFICATION AND REPORT AS PER AS2870 AND SPECIFICATION FOR FILL TO SITE.
- SUBMIT SAMPLE OF FILL MATERIAL PRIOR TO SUPPLY TO SITE. PROVIDE GRADING AND CBR TEST IF REQUESTED.
- CUT / FILL PLATFORM TO EXTEND A MIN 1m BEYOND WALLS.
- BATTERS TO BE 1:1H BEHIND RETAINING WALLS. AT TREES, 1:4H ELSEWHERE. REFER STRUCTURAL DRAWING FOR EXCAVATION SIDE WALL SUPPORT WHERE BATTERS NOT POSSIBLE.
- LEVELS SHOWN REFER TO FINISHED SURFACE LEVELS REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL BASE AND STRUCTURAL THICKNESS.
- REFER LANDSCAPE ARCHITECTURAL DRAWING FOR ADDITIONAL EXCAVATION FOR LANDSCAPE TREATMENT.
- VOLUMES ARE BASED ON BANK VOLUMES AND DO NOT TAKE INTO ACCOUNT A BULKING FACTOR.
- BASEMENT EXCAVATION ASSUMED 200mm BELOW FFL LEVEL. PAVEMENT EXCAVATION ASSUMED 250mm BELOW DESIGN SURFACE LEVEL. AND LANDSCAPE EXCAVATION ASSUMED 200mm BELOW DESIGN SURFACE LEVEL.
- ESTIMATED CUT VOLUME= 15750m³ & ESTIMATED FILL VOLUME=XXXXm³



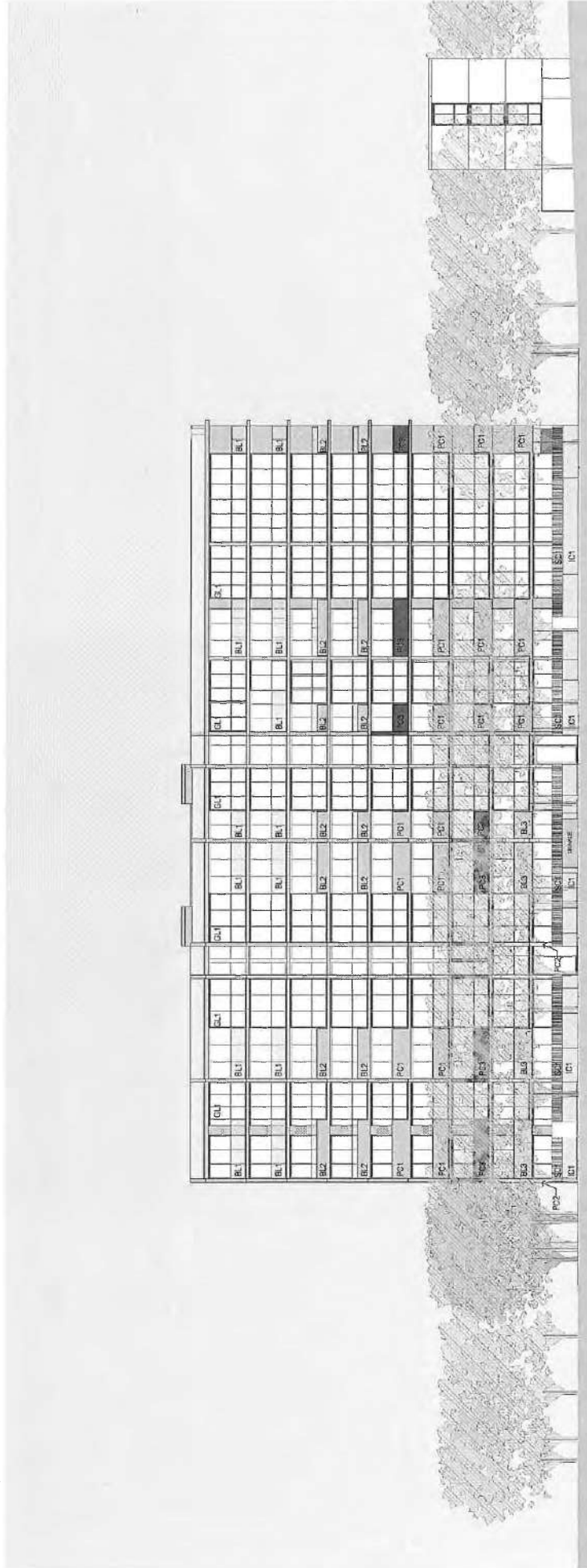
<p>APPROVED AN DATE 18/02/2018 CHECKED AN DATE 13/02/2018 DESIGNED BY IC DRAWN BY RP</p>		<p>PROJECT BULK EARTHWORKS PLAN LYNEHAM BLOCK 2 SECTION 115</p>		<p>DRAWING TITLE BULK EARTHWORKS PLAN</p>	
<p>AS SHOWN DATE 18/02/2018 DRAWN BY RP</p>		<p>CLIENT JWLAND</p>		<p>DRAWER NO. C50</p>	
<p>ARCHITECTS INDESCO CANBERRA | SYDNEY | WOLLONGONG www.indesco.com.au</p>		<p>FRONT</p>		<p>PROJECT NO. 6861-01</p>	
<p>NO. 1 DATE 18/02/2018 BY IC FOR THE ARCHITECT</p>		<p>NO. 2 DATE 18/02/2018 BY IC FOR THE ARCHITECT</p>		<p>NO. 3 DATE 18/02/2018 BY IC FOR THE ARCHITECT</p>	

FINISHES SCHEDULE

CODE	TYPE / COLOUR / DETAIL
PC1	GREY PRECAST CONCRETE
PC2	WHITE PRECAST CONCRETE
PC3	DARK GREY PRECAST CONCRETE
IC1	INSITU CONCRETE
BL1	GLASS BALUSTRADE
BL2	GLASS + PRECAST BALUSTRADE
BL3	CORTEN BALUSTRADE OR SIMILAR
MC1	METAL CLADDING
AW1	METAL AWNING
SC1	METAL SCREEN
GL1	GLAZING
W1	POWDER COATED ALUMINIUM WINDOW



PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 16
 Delegate name: LINCOLN POLONOFF
 Date: 3/9/2022



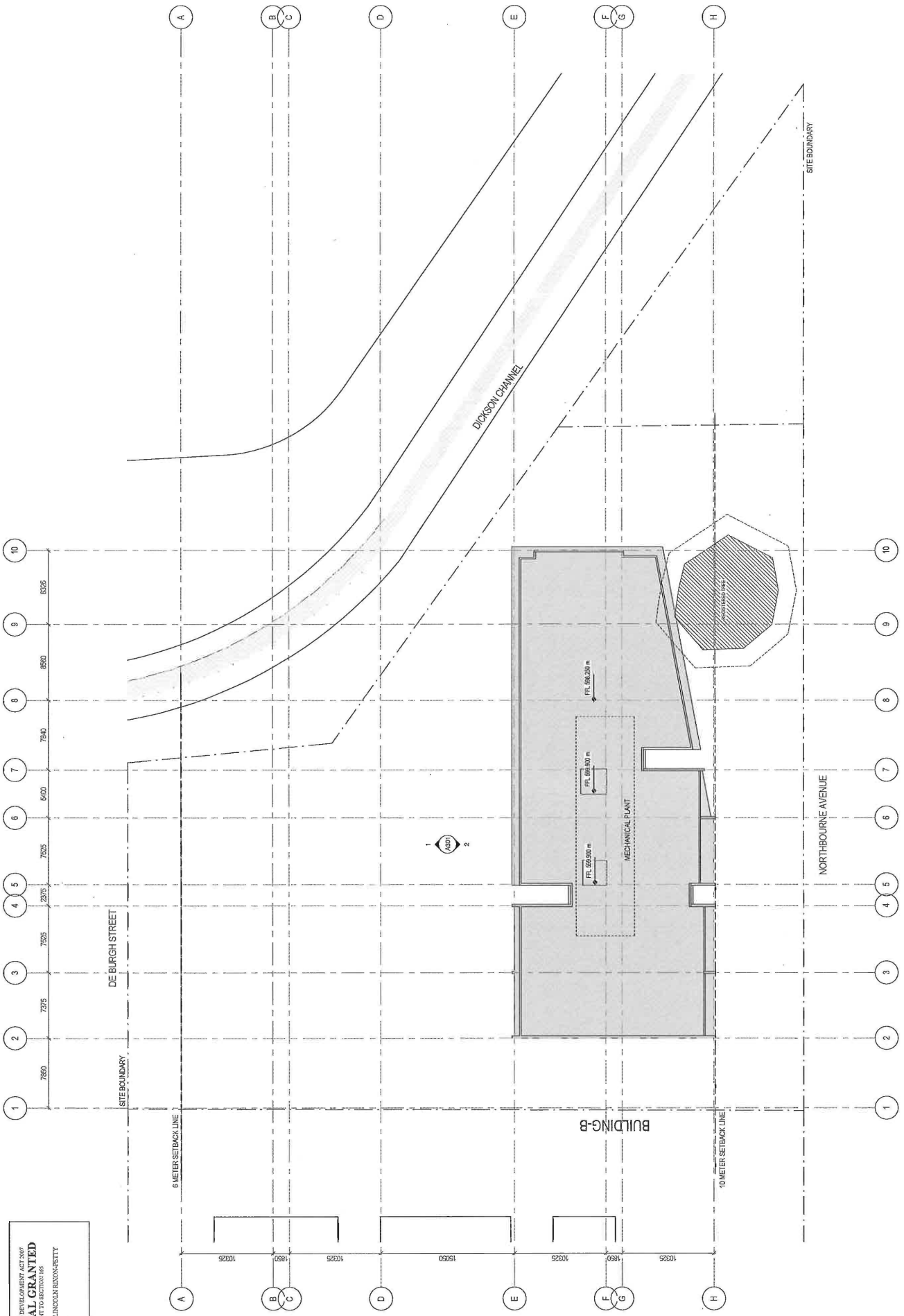
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4	ISSUED FOR PERMIT	24/08/2021
5	ISSUED FOR PERMIT	24/08/2021

JWLAND FRONT.

PROJECT NAME: LYNEHAM STAGE 2
 LYNEHAM ACT
 DRAWING TITLE: MATERIALS BOARD

PROJECT NO: 17-018
 A203
 SCALE: 1:100 @ A1
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 14/02/21

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBMITTED TO SECTION 18
 Delegate name: LINCOLN RIXON-PETTY
 Date: 3/3/2022

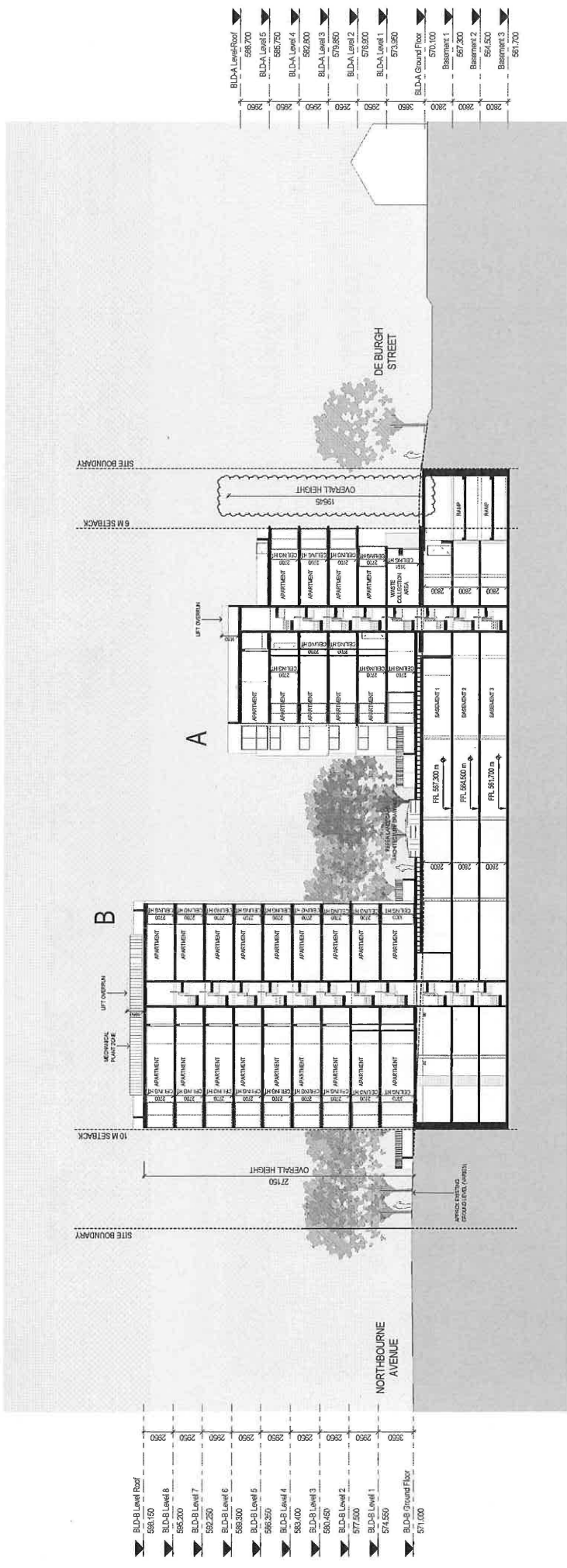


REV	DESCRIPTION	DATE
A	ISSUE FOR IAH	16.11.18
B	ISSUE FOR IAH	24.11.18
C	ISSUE FOR IAH	24.11.18
D	ISSUE FOR IAH	09.02.21
E	ISSUE FOR IAH	14.02.21
F	ISSUE FOR IAH	14.02.21

JWLAND FRONT.
 100 Northbourne Avenue, Lincoln
 0300 555 555
 www.jwlandfront.co.uk

PROJECT NAME: LYNEHAM STAGE 2
 LYNEHAM ACT
 DRAWING TITLE: ROOF_GA PLAN

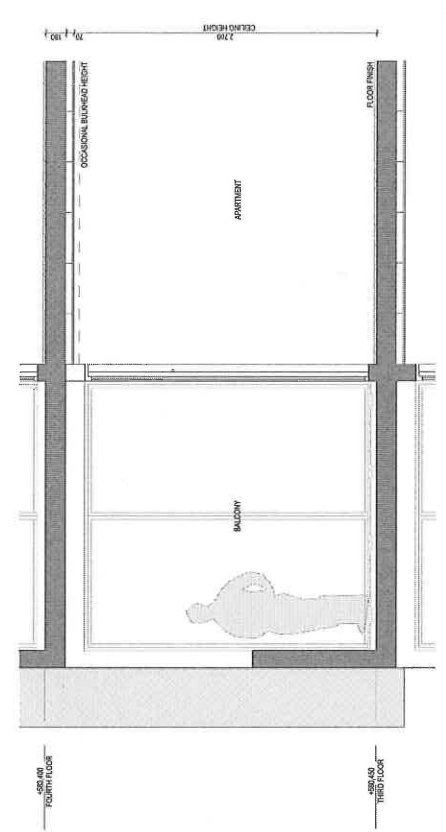
PROJECT NUMBER: 17-018
 DRAWING NUMBER: A113
 DATE: 1:50 PM
 DRAWN BY: JCP
 CHECKED BY: JCP
 DATE: 14.02.21



BLD-B1 Level Roof	581.100
BLD-B1 Level 8	586.200
BLD-B1 Level 7	592.250
BLD-B1 Level 6	598.300
BLD-B1 Level 5	604.350
BLD-B1 Level 4	610.400
BLD-B1 Level 3	616.450
BLD-B1 Level 2	622.500
BLD-B1 Level 1	628.550
BLD-B1 Ground Floor	634.600
BLD-A Level Roof	586.700
BLD-A Level 5	591.750
BLD-A Level 4	596.800
BLD-A Level 3	601.850
BLD-A Level 2	606.900
BLD-A Level 1	611.950
BLD-A Ground Floor	617.000
Basement 1	622.050
Basement 2	627.100
Basement 3	632.150
Basement 3	637.200

1 SECTION
1:200

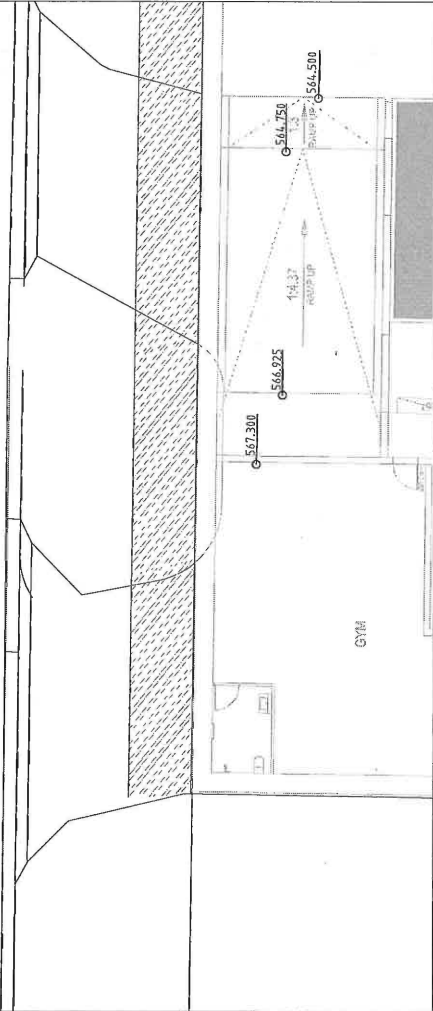
PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 PURSUANT TO SECTION 165
 Delegate name LINCOLN RIXON-PETTY
 Date 3/3/2022



2 TYPICAL APARTMENT SECTION
1:25

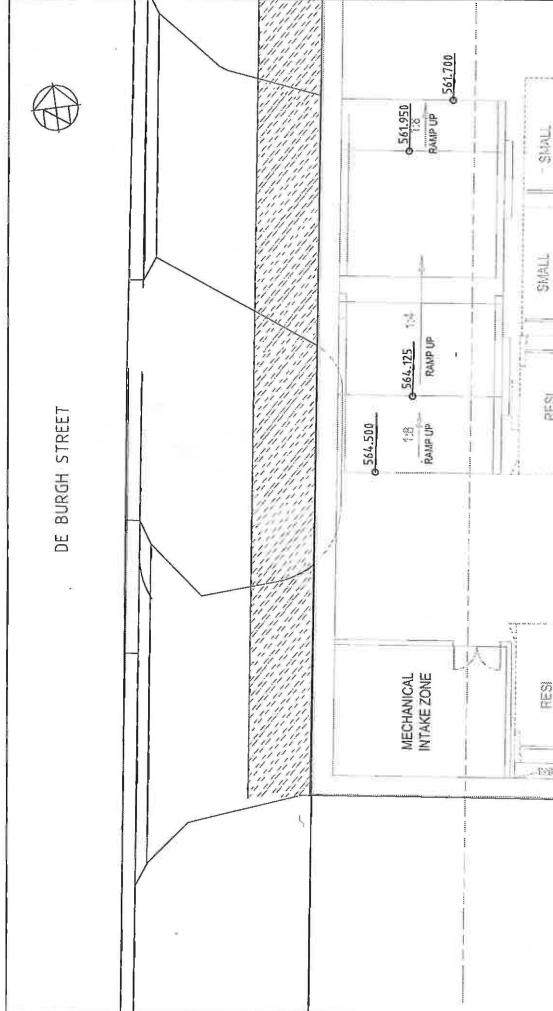
PLANNING AND DEVELOPMENT ACT 2009
APPROVAL GRANTED
 PERMIT TO SUBMIT TO SECTION 106
 Delegate name LINCOLN RIKON-FRETTY
 Date 3/3/2022

DE BURGH STREET

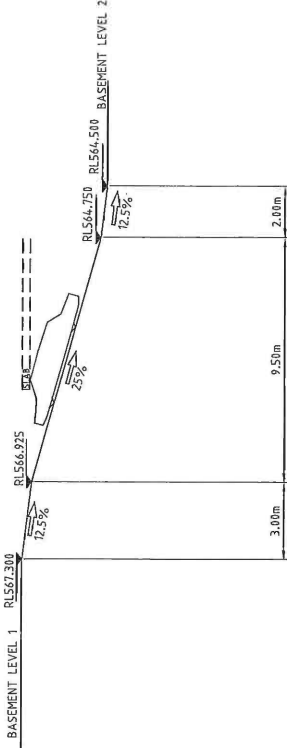


RAMP DETAILS - BASEMENT 1 TO BASEMENT 2
 SCALE A

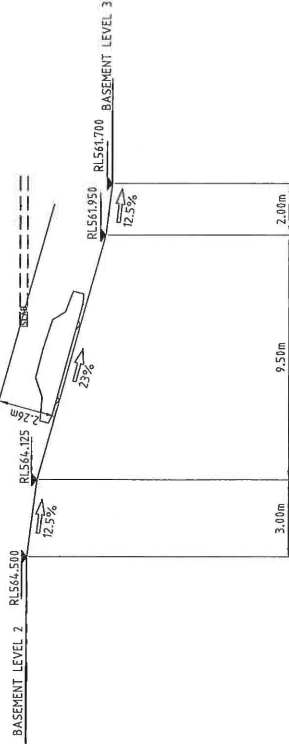
DE BURGH STREET



RAMP DETAILS - BASEMENT 2 TO BASEMENT 3
 SCALE A



RAMP LONG SECTION - BASEMENT 1 TO BASEMENT 2
 SCALE A



RAMP LONG SECTION - BASEMENT 2 TO BASEMENT 3
 SCALE A



NO.	REVISION	DATE	INITIALS	ARCHITECTS
1	FOR IFC	23/3/2022	AN	RF
2	MARK FOR COORDINATION	24/3/2022	AN	RF
3	FOR IFC SUBMISSION	16/4/2022	AN	RF

FRONT

JWLAND

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PROJECT
 LYNEHAM
 BLOCK 2 SECTION 115

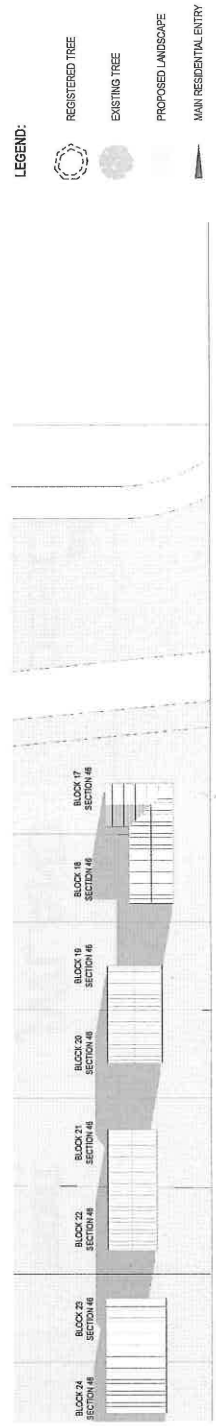
DRAWING TITLE
RAMP PLAN AND SECTION
SHEET 2 OF 2

PROFESSOR
6861-01

DRAWING NO.
C61

ADDP
C

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJUNCT TO SECTION 68
 Delegation name LINCOLN HETEROGENEITY
 Date 3/3/2022

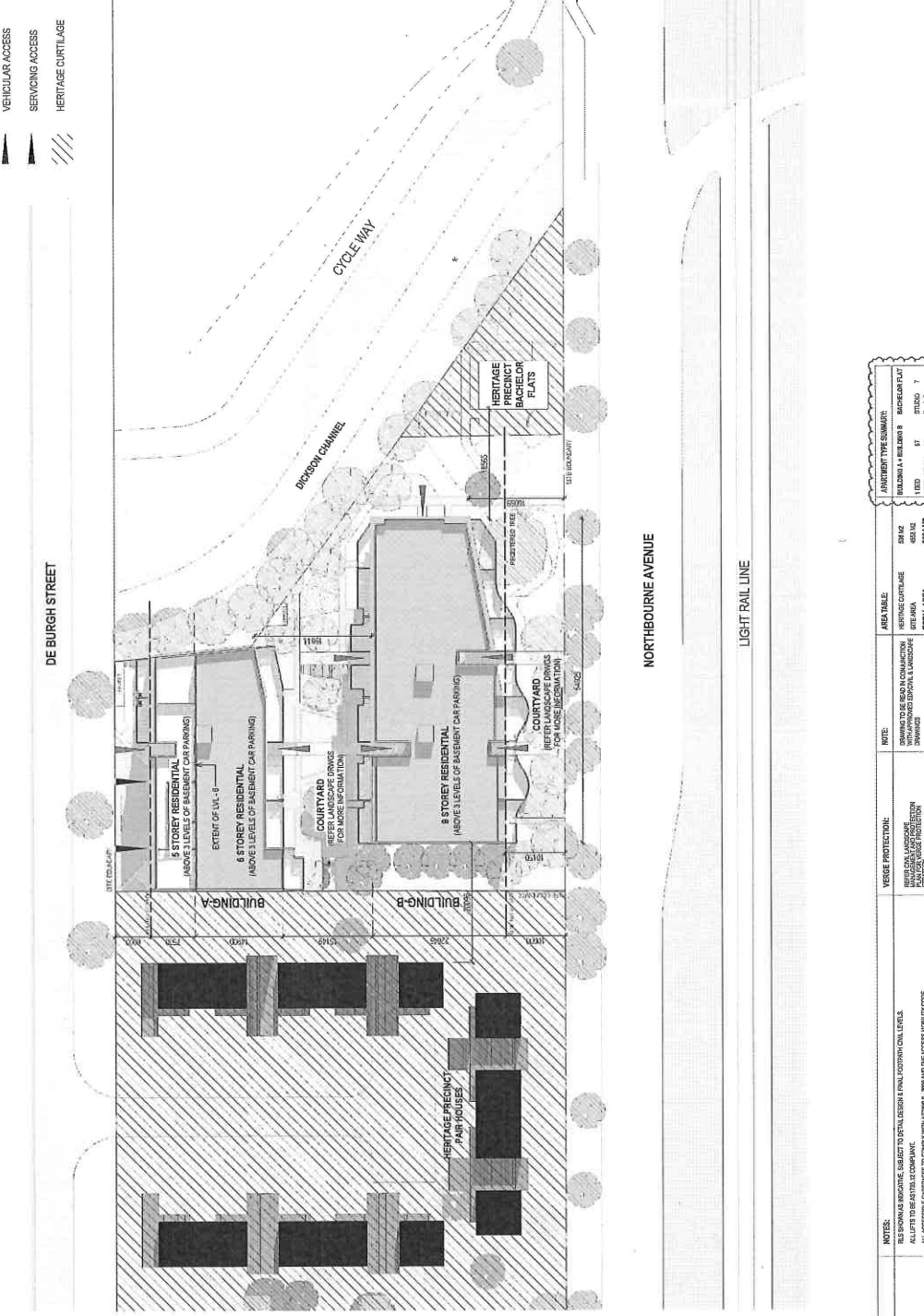


LEGEND:

- REGISTERED TREE
- EXISTING TREE
- PROPOSED LANDSCAPE
- MAIN RESIDENTIAL ENTRY
- VEHICULAR ACCESS
- SERVING ACCESS
- HERITAGE CURTLAGE

REGISTERED TREES:

Block	Section	Tree ID	Species	Height (m)	DBH (cm)	Notes
17	48	17-001	...	...	...	...
18	46	18-001	...	...	...	...
19	46	19-001	...	...	...	...
20	46	20-001	...	...	...	...
21	46	21-001	...	...	...	...
22	46	22-001	...	...	...	...
23	46	23-001	...	...	...	...
24	46	24-001	...	...	...	...



APPROXIMATE SUMMARY:

Item	Quantity	Unit
HERITAGE PRESERVATION BACHELOR FLATS	1	FLAT
HERITAGE PRESERVATION PAIR HOUSES	2	FLAT
VEGETATION PROTECTION	...	...
TOTAL AREA	...	M ²
GRAND TOTAL STY	...	...

NOTES:

- THE SHOWN AREAS SUBJECT TO DETAIL DESIGN & FINAL APPROVAL LEVELS.
- ALL UTILITY SERVICES TO BE AS PER LOCAL AUTHORITY REQUIREMENTS.
- ALL ACCESSIBLE AREAS TO COMPLY WITH AS/NZS 14600 AND THE ACCESSIBILITY CODE.
- ALL IMPROVEMENTS TO COMPLY WITH RELEVANT SECTIONS OF THE LOCAL COUNCIL ENACTMENTS.
- ALL IMPROVEMENTS TO COMPLY WITH RELEVANT SECTIONS OF THE LOCAL COUNCIL ENACTMENTS.
- ALL IMPROVEMENTS TO COMPLY WITH RELEVANT SECTIONS OF THE LOCAL COUNCIL ENACTMENTS.

REVISIONS:

REV	DATE	DESCRIPTION
1	16/11/19	...
2	24/02/20	...
3	10/04/20	...
4	03/05/21	...
5	04/07/21	...
6	10/07/21	...
7	10/07/21	...

JWLAND FRONT.

PROJECT NAME: LYNEHAM STAGE 2
 DWS/MS/ACT
 PROJECT FILE: SITE PLAN

PROJECT NUMBER: 17-018
 A001
 DRAWN BY: T. MCGILL
 CHECKED BY: [Signature]
 AUTHOR: [Signature]
 PROJECT DATE: 14/10/21



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	93	Block	13	Section	51	Suburb	LYNEHAM
-------------	-----------	--------------	-----------	----------------	-----------	---------------	----------------

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? Certificate Number: 86128	()	(X)
(N/A ex-Government House) <input type="checkbox"/>		
Dated: 20-NOV-23		
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 : 21853 - 186738544

Date: 20-FEB-26 10:52:16



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

20-FEB-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

LYNEHAM Section 51/Block 13/Unit 93

Building Class: A

Area(m2): 5,094.4

Unimproved Value: \$15,700,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.



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PLANNING AND LEASE MANAGER (PaLM)
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Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202037894 **Lodged** 23-NOV-20 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO DA202037894-S144B - PROPOSAL FOR TWO, NINE STOREY MULTI-UNIT RESIDENTIAL DEVELOPMENT. Amendment to development application for Construction of 415 residential apartments, three levels of basement car parking, landscaping, which is still under consideration - the amendment comprises of reduced building scale, units and car parking with revised apartment layout and facade, revised communal areas and landscaping, additional rooftop garden and increase in lift lobbies. Subdivision of the site to allow for a future stratum subdivision of stage 3 and 4. Full description in supporting. documents

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Lyneham	51	12-12	
Canberra Central	Lyneham	51	13-15	
Canberra Central	Lyneham	51	15-15	

-- Involved Parties -----

Role	Name
Representor	Pedal Power Act Inc
Lessee	Alumuna Property
Applicant	The Trustee For Eas Investment
Representor	Davidson, Geoff
Representor	Anonymous
Representor	Hamilton, D
Representor	Wootten, Meg
Representor	Zeil, Jochen
Representor	Watherly, Anna
Representor	Sherwood, Meg
Representor	Weatherly, James
Representor	Milosevic, Nada
Representor	Meston, Peter
Representor	Arnold, Dragica
Representor	Meston, Natasha
Representor	Robb, Marguerite
Representor	Rees, Gregory
Representor	Collinson, Scott
Representor	Chiu, Kitty

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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



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

20-FEB-2026 10:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

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

URBAN FOREST ACT 2023

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

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



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

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Unimproved Value: \$15,700,000

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Heritage Status: Nil.

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PLANNING AND LEASE MANAGER (PaLM)
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Applicant	The Trustee For Eas Investment
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Representor	Anonymous
Representor	Hamilton, D
Representor	Wootten, Meg
Representor	Zeil, Jochen
Representor	Watherly, Anna
Representor	Sherwood, Meg
Representor	Weatherly, James
Representor	Milosevic, Nada
Representor	Meston, Peter
Representor	Arnold, Dragica
Representor	Meston, Natasha
Representor	Robb, Marguerite
Representor	Rees, Gregory
Representor	Collinson, Scott
Representor	Chiu, Kitty

-- Activities -----

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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
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20-FEB-2026 10:52

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

Page 3 of 3

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

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 16075 Lot No. 93 Unit No. 404

Unit Owner/Eligible Person: William Ross Montgomery

William Ross Montgomery
8 Balanu Place,
GIRALANG ACT 2617

1. Committee Details

John Arthur Hogbin	Allana Mariah Mickle
Andrew James Carter & Weilian Carter	
Dianne Gbel	
Robyn Gail Bittner	
Zhangcheng Qiang	

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

2. Corporations Manager

The name and contact details of the corporations manager:

Josh Carroll-Fajarda
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

3. Records

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

Josh Carroll-Fajarda
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	CHU	HU0006116953	\$99,487,500.00	15/11/2026	\$0.00
Common Area Contents			\$994,875.00		
Loss of Rent/Temp Accommodation			\$14,923,125.00		
Lot Owners Fixtures & Improvements			\$250,000.00		
Catastrophe			\$14,923,125.00		
Catastrophe			\$2,238,468.00		
Catastrophe			\$746,156.00		

5. Contributions and Special Purpose Funds

5.1 The period the contributions and special purpose funds for the unit are for: (15/11/2025 - 14/11/2026)

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
19/11/2025	Standard levies carried forward - Contribution Schedule	\$0.17	\$0.07	\$0.00
01/01/2026	Standard Levy Contribution Schedule	\$996.14	\$379.06	\$0.00
01/01/2026	Special Purpose Levy (Garage Intercom) - Special Purpose Fund	\$34.10	\$0.00	\$0.00
16/02/2026	Charge for arrears notice dated 16/02/2026 - Contribution Schedule	\$55.00	\$0.00	\$0.00
01/03/2026	Standard Levy Contribution Schedule	\$996.14	\$379.06	\$0.00
01/03/2026	Special Purpose Levy (Garage Intercom) - Special Purpose Fund	\$34.10	\$0.00	\$0.00
01/06/2026	Standard Levy Contribution Schedule	\$996.14	\$379.06	\$0.00
01/06/2026	Special Purpose Levy (Garage Intercom) - Special Purpose Fund	\$34.10	\$0.00	\$0.00
01/09/2026	Standard Levy Contribution Schedule	\$996.14	\$379.06	\$0.00
01/09/2026	Special Purpose Levy (Garage Intercom) - Special Purpose Fund	\$34.10	\$0.00	\$0.00
Admin Fund Contributions				\$4,176.13
Sinking Fund Contributions				\$1,516.31
Total Contributions				\$5,692.44
Amount (if any) outstanding				\$1,464.54
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00

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

Admin Fund \$-75,187.21

Sinking Fund \$269,741.46

Total \$194,554.25

6. Developer Control Period

Developer control period expiry date: N/A

7. Borrowings

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

8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

9. Planning and Land Authority Crown Lease Extension

Lease Expiry Date: 13/09/2122

10. Swimming Pool

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

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

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

Date: 26/02/2026
The Common Seal of
The Owners – Units Plan No 16075

Was hereunto affixed in
The presence of

Signature:



Vantage Strata Pty Ltd

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

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

Printed: 26/02/2026 03:14 pm User: Siti Nasir

Contracts Register

16075 The Sullivan 349 - 355 Northbourne Avenue

Contractor Name and Address: VANTAGE STRATA PTY LTD
PO Box 919
DICKSON ACT 2602

Details of Duties: Strata Management Agreement
Delegated Powers:
Basis of Remuneration:
Commencement Date: 20/11/2025
Termination Date: 13/01/2029
Terms:
Options:
Copy of Agreement on File? N
Workers Comp No:

Contractor Name and Address: VANTAGE STRATA PTY LTD
PO Box 919
DICKSON ACT 2602

Details of Duties: Building Management Agreement
Delegated Powers:
Basis of Remuneration:
Commencement Date: 20/11/2025
Termination Date: 13/01/2029
Terms:
Options:
Copy of Agreement on File? N
Workers Comp No:

Vantage Strata Pty Ltd

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

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

Printed: 26/02/2026 03:08 pm User: Siti Nasir

Page 1

OWNER LEDGER from 01/11/25 to 26/02/26 All Schedules

U/Plan: 16075 **Units:** 176 **Lots:** 176
Building Address: 349 - 355 Northbourne Avenue
: 100 De Burgh Street
Suburb: LYNEHAM **State:** ACT **Post Code:** 2602
Building Name: The Sullivan
GST?: Yes **ABN:** 26 549 145 571
Manager: Josh Carroll-Fajarda

Lot 93	Unit 404	William Ross Montgomery			
Date	Ref	Details	Debit	Credit	Balance
01/11/25		Opening Balance	\$0.00	\$0.00	\$0.00
19/11/25	11	Standard levies carried forward - Contribution Schedule From: 19/11/2025 To: 19/11/2025 Contribution Schedule	\$0.24	\$0.00	\$0.24 DR
01/01/26	394	Standard Levy Contribution Schedule From: 15/11/2025 To: 14/02/2026 Contribution Schedule	\$1,375.20	\$0.00	\$1,375.44 DR
01/01/26	822	Special Purpose Levy (Garage Intercom) Special Purpose Fund	\$34.10	\$0.00	\$1,409.54 DR
16/02/26	1443	Charge for arrears notice dated 16/02/2026 Contribution Schedule	\$55.00	\$0.00	\$1,464.54 DR
		Closing Balance	\$1,464.54	\$0.00	\$1,464.54 DR
		Interest Due	\$0.00		\$0.00
		Total Balance	\$1,464.54	\$0.00	\$1,464.54 DR



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006116953
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/11/2025 to 15/11/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16075
Situation	355 NORTHBOURNE AVENUE LYNEHAM ACT 2602
Additional description	349-351 NORTHBOURNE AVENUE AND 100 DE BURGH STREET

Sections

Section 1 – Insured Property

Building: \$99,487,500

Common Area Contents: \$994,875

Loss of Rent & Temporary Accommodation (total payable): \$14,923,125

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

Optional Extensions:

Catastrophe Insurance Sum Insured: \$14,923,125

Extended Cover - Loss of Rent & Temporary Accommodation: \$2,238,468

Escalation in Cost of Temporary Accommodation: \$746,156

Cost of Removal, Storage and Evacuation: \$746,156

Machinery Breakdown: \$100,000

Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

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



Legal Defence Expenses: \$50,000

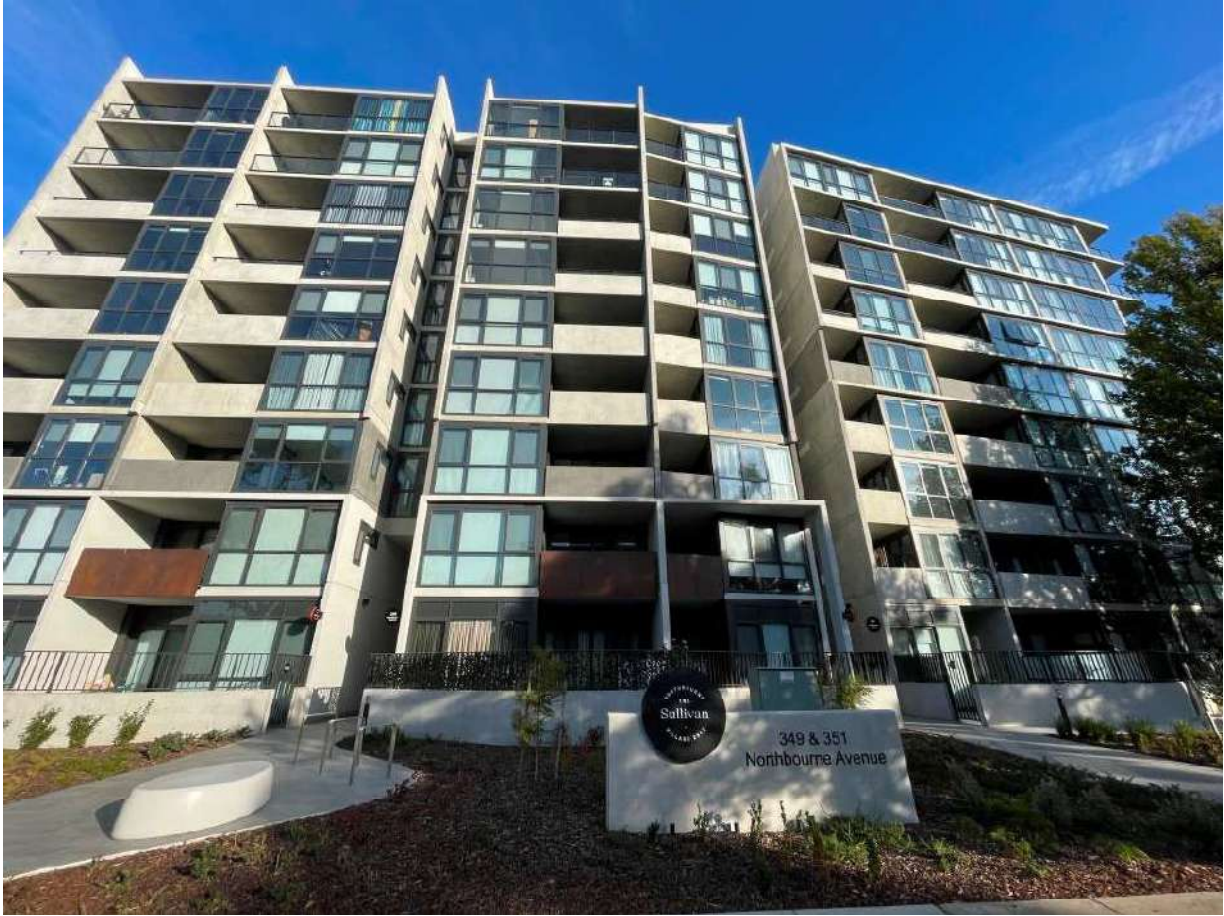
Flood Cover is included.

Date Printed

10/11/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

The Sullivan Reinstatement Cost Assessment



349-351 Northbourne Avenue, Lyneham ACT
The Owners, Unit Plan 16075

June 2024

File No: 1152.33

QS Solutions
Property & Construction Consultants

23 Kirkwood Avenue
Epping NSW 2121
Telephone: 02 9876 4757

Table of Contents

- 1. Introduction 1
- 2. Base reconstruction data2
- 3. Reinstatement cost data.....4
- 4. Exclusions.....4
- 5. Property description and photograph.....5
- 6. Reinstatement cost assessment6
- 7. Disclaimer.....7

1. Introduction

Under instructions from Ysabella Gills of Grady Strata & Facilities, QS Solutions have prepared this reinstatement cost assessment for the subject property.

The purpose of this report is to assist in obtaining property insurance quotations for the subject properties from insurance companies and brokers.

Neither the current policy nor any proposed policy information has been provided to QS Solutions in the preparation of this assessment.

The parties to this insurance policy should satisfy themselves as to the wording of the policy and risks covered.

2. Base reconstruction data

2.1 Calculations & measurements

The property was visited on 24 May 2024 and an inspection of the readily accessible areas completed. The inspection included identification, measurement and establishment of use of plant and structure. In addition, a photographic record of the building has been prepared.

Our demolition and reconstruction costs are based upon dimensions obtained by drawings provided to us by the building manager.

All base reconstruction cost data including demolition, reconstruction and professional fees are exclusive of GST.

2.2 Demolition and disposal cost

The cost includes for making safe the damaged building, demolishing the existing structure and grubbing up the existing foundations, removing any remaining debris and shoring and temporarily protecting any adjoining buildings where appropriate.

2.3 Reconstruction cost

This is the anticipated cost of totally reconstructing the property using conventional tendering methods and completed documentation at the policy commencement date. The cost allows for reconstructing the building in accordance with current regulations. An allowance for heritage work is included where applicable.

Professional fees, escalation and demolitions costs are not included within this amount.

Foundation costs are based on typical sub-soil conditions bearing in mind the type and location of the building.

Where we have been unable to examine elements of the structure we have assumed the use of reasonable materials and construction methods bearing in mind the age and character of the building.

Allowance has been made for the effect of currency fluctuations on imported building materials and services from overseas.

2.4 Professional fees

This allowance covers the professional fees for the following disciplines when appropriate:

- Quantity Surveyor,
- Project Manager,
- Architect,
- Structural Engineer,
- Council Fees,
- Building and Design approval,
- Mechanical and Electrical design,
- Minor fees such as acoustic & soil testing,
- Disbursements and sundries.

2.5 Cost escalation

This inflation cost provision is applied to the reconstruction cost for the period of demolition, re-documentation and reconstruction. Separate cost escalations are included for the first year and years thereafter disaster. No allowance has been made for any abnormal factors such as earthquakes, major floods and tempests, which would affect escalation.

2.6 Demolition, documentation and construction durations

Demolition, re-documentation and construction periods are based on working weeks and the current award agreements of a thirty-eight hour, five day week.

It is assumed that demolition will be carried out in conjunction with re-documentation and that the normal period for obtaining permits and approvals for this type of building will be required.

3. Reinstatement cost data

The reinstatement cost figures represent the total reconstruction cost assuming total destruction.

- The cost assessment as at 15 November 2023 is the total re-construction cost if destruction occurs on the first day of the insurance period.
- The cost assessment as at 15 November 2024 is the total re-construction cost if destruction occurs on the last day of the insurance period.

Our reinstatement cost assessment is provided inclusive and exclusive of GST. We recommend you discuss this with your tax advisors and insurer to determine if GST should be included within this insurance valuation.

4. Exclusions

Items excluded from the reinstatement cost assessment are:

- Cost of renting alternative accommodation and consequential loss,
- Loss of rent, relocation expenses and leasing up period on completion,
- Cost of professional fees incurred in the preparation of a claim following a loss,
- Costs in connection with changes in plot ratio,
- Variations to current design of the building,
- Common property loose furniture, fittings and works of art,
- Occupant fit out including commercial lot fitouts, recreation equipment, catering equipment, furniture, curtains, blinds, carpets and painting not forming part of the building,
- Fitout contributions and tenant incentive costs,
- Trade or advertising signs, logos and similar items,
- External works beyond the boundary of the site including in ground services,
- Finance charges for reconstruction,
- Unexpected delays in obtaining approvals caused by appeals or abnormal factors,
- The presence and subsequent removal of asbestos and other building contaminants.

5. Property description and photograph

5.1 Property description

The property has an area of 5,095m² with a street frontage of 116m at Northbourne Avenue and 39m at De Burgh Street. The property contains 176 residential units within 3 buildings that are 4, 6 & 8 levels high. The property also includes 3 levels of basement car parking.

The buildings include precast concrete walls, post tensioned concrete floor slabs, balconies and roof terraces. External areas are extensively landscaped.

Lots include ducted air-conditioning, mechanically ventilated bathrooms, laundries and kitchen rangehoods and stone kitchen benchtops.

5.2 Fire Services

The buildings include a centralised fire detection and alarm system, a fire sprinkler system, fire hydrants, fire hose reels and fire extinguishers.

5.3 Property photograph



6. Reinstatement cost assessment

**The Sullivan
 UP16075
 349-351 Northbourne Avenue, Lyneham ACT**

Base Reconstruction Data, 15 November 2023	
Policy commencement date	15 November 2023
Demolition and disposal cost	\$4,950,000
Base reconstruction cost	\$62,800,000
Professional fees	\$6,280,000
Cost escalation, first year	5.50%
Cost escalation, years thereafter	5.00%
Demolition, documentation and permit application duration	67 weeks
Reconstruction duration	89 weeks

Reinstatement Cost Assessment		
Total building reinstatement cost based on the above reconstruction data and notes within this report		
	Start of insurance	End of insurance
Disaster date / start of reinstatement	15 November 2023	15 November 2024
Reinstatement cost excluding GST	\$82,010,000	\$86,140,000
Reinstatement cost including GST	\$90,210,000	\$94,750,000

7. Disclaimer

This reinstatement cost assessment has been prepared for the sole purpose of insurance and is not to be used for any other purpose. The contents of this assessment are confidential to the instructing party and essential parties dealing with the property insurance reinstatement cost assessment and is not to be distributed to anyone else without the agreement of Justin Sheridan and QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this report.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

The Sullivan Sinking Fund



**349-351 Northbourne Ave
Lyneham ACT**

The Owners, Unit Plan 16075

June 2024

File No: 1152.35.2

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone: 02 9876 4757

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1. Introduction

Under instructions from Ysabella Gills of Grady Strata & Facilities, QS Solutions have prepared an independent sinking fund analysis for unit plan 16075 at 349-351 Northbourne Avenue, Lyneham ACT. The purpose of the assessment is to assist the owners corporations plan for the future by identifying when sinking fund expenses may be required for specific building assets. The assessment will help the owners corporation plan for the timely reinstatement of the building's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable sinking fund contributions so the building retains its desired quality while reducing the need for special capital works levies.

2. Building Description

The property has an area of 5,095m² with a 116m street frontage at Northbourne Avenue and 39m street frontage at De Burgh Street. The property contains 176 residential units within 4, 6 & 9 storey buildings. The property includes 3 levels of basement car park with gymnasium below the 6 & 9 storey building. A central garden with raised planters & barbeque area is located between the 6 & 9 storey building and above the basement car park.

The free standing four storey building has a painted façade and common internal stairwell.

The 6 & 9 storey building includes balconies and roof terraces. The façade includes painted and unpainted precast concrete. The buildings and carpark are serviced by a central hot water system, 3 passenger lifts, 3 sets of waste & recycle garbage chutes, common property garbage bins, bin lifter & motorised bin trolley. The car park includes a ventilation system with supply, exhaust & jet fans. The building includes sewer, stormwater and water reuse pumps.

The buildings have access control and security recording systems, fire panels, 3 diesel fire services pump sets, fire hydrants and fire sprinklers. The buildings have flat concrete roofs with waterproof membranes.

3. Valuation Methodology

This sinking fund assists the units plan owners in estimating the money it should set aside each year for anticipated sinking fund expenditure. This good property management recognises that all lot owners contribute to a buildings wear and tear and that they should contribute to the costs of reinstating the wear and tear.

This independent and unbiased sinking fund assessment is prepared to assist owners in estimating the funds they should set aside each year for the buildings anticipated capital expenditure.

3.1 Benefits of future planning

This sinking fund includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a units plan cash flow provision;
- Improves a units plan ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the buildings desired appearance and performance;
- Can assist in reducing owner contributions if invested sinking fund interest contributes towards sinking fund levies.

3.2 Included assets

The included sinking fund assets are understood to be the responsibility of the owners corporation which cannot be economically repaired or maintained without reinstatement. The sinking fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the draft unit plan and have prepare the report on the verbal advise as provided during the inspection. No architectural plans, services plans, by-laws or other agreements were provided when preparing the report.

3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective lives end when it is no longer economic to maintain them.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The owners corporations required standards.

3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST which is included at the bottom of the analysis after summing the annual cost of all assets. Owners should consider their requirements for collecting and paying GST when reviewing the sinking fund.

3.5 Inflation rate

The estimated building inflation rate is anticipated over the life of the sinking fund. Variances in inflation can significantly impact a sinking funds cash position and it is recommended the sinking fund be periodically updated to address inflation discrepancies.

4. Reviewing & Refining

Variations to this sinking fund are likely due to future unforeseen events and the owners corporation should periodically review and refine the sinking fund to ensure reasonable funds are available for future expenditure.

4.1 Why review

The sinking fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual sinking fund contributions. Reinstatement assets, durations, costs and inflation rates are intended as a guide for the purpose of contributing a reasonable annual allowance to the sinking fund. As an integral property management tool, sinking funds should be regularly refined as the building ages to ensure quality expectations can be met and anticipated expenses included.

4.2 Refining

Owners can improve the accuracy of anticipated sinking fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the owners corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular item;
- Focusing on assets with high annual maintenance and sinking fund contribution costs.

Any adjustment to the sinking fund will require the report to be recalculated by QS Solutions.

5. Information for Substantiation

This report is based on our understanding of the sinking fund requirements of the units plan owners.

5.1 Site inspection

The property was visited on 24 May 2024 and an inspection of the common property completed. Common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset we have assumed it's condition and method of construction bearing in mind the age and character of the property.

5.2 General inclusions and exclusions

Unless specifically noted the sinking fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer available or more cost effective alternative may becomes available.

5.3 Specific exclusions

Assets anticipated to not require sinking fund expenditure within the next 10 years include:

- Building defects and associated professional and legal fees.
- Upgrading the central gas not water system to a non-gas system.
- Bird & vermin control.
- Installing electric car charging infrastructure, solar panels or batteries.
- Lot air-conditioning, lot ventilation fans, balcony doors, lot bathroom waterproofing and exclusive use hot water systems as maintained by lot owners.
- Lot intercom handsets.
- Bathroom or basement waterproofing.
- Fire sprinkler system.
- Letter box's.
- Painting or sealing unpainted façade precast concrete panels.

5.4 Specific inclusions

Assets anticipated to require sinking fund expenditure within the next 10 years include:

- Passenger lifts overhaul.
- Minor works only to roof and balcony waterproofing.
- Access control and security recording system.
- Gym equipment which is understood to be the owner corporations responsibility.
- Garbage bins, bin lifter and motorised bin trolley which is understood to be the owner corporation's responsibility.

6. Sinking Fund Analysis

The following contribution and expenditure table analysis provide a list of sinking fund assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the finds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (*) indicates the year in which each asset will be reinstated.

6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on sinking fund and insures sufficient fund area available to reinstate each asset when required.

The sum of the sinking fund accumulation row is recalculated in the Sinking fund levies row to provide annual sinking fund levies after deducting the existing sinking fund balance.

Up16075, 349-351 Northbourne Ave, Lyneham Assets as at June 2024		Reinstatement Cost (2024)	Reinstatement years Subsequent	Sinking fund contributions	* Year of reinstatement	4% Building	Inflation Rate				
First	Subsequent	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034
1 Floor Finishes											
10	11	13,000	1,667	1,754	1,803	1,875	1,950	2,028	2,109	2,194	2,281
Gym flooring (carpet & vinyl)											
12	13	70,000	7,459	8,067	8,390	8,726	9,075	9,438	9,815	10,208	10,616
Corridor & office carpet tiles											
8	8	4,000	594	643	668	695	723	752	782	813	846
Flats stair paving paint											
6	7	10,000	1,984	2,063	2,146	2,232	2,321	2,410	2,500	2,590	2,681
Basement bin room paving paint (no 3)											
2	3	6,000	3,181	3,339	3,492	3,650	3,812	3,979	4,151	4,328	4,510
Ground bin room paving paint											
7	8	7,000	1,166	1,261	1,312	1,364	1,419	1,476	1,538	1,603	1,670
Garden area paving paint											
8 Internal Painting											
2	3	6,000	3,181	3,339	3,492	3,650	3,812	3,979	4,151	4,328	4,510
Touch up common areas											
12	13	78,000	8,311	8,989	9,349	9,723	10,112	10,516	10,937	11,374	11,829
Paint corridors, office & common doors											
8	9	5,500	817	884	919	956	994	1,034	1,075	1,117	1,161
Repair gym											
8	9	17,000	2,525	2,731	2,840	2,954	3,072	3,195	3,323	3,456	3,594
Paint ground & basement lobbies											
14	15	22,000	2,083	2,253	2,343	2,436	2,534	2,635	2,741	2,850	2,964
Car park line marking											
14 External Painting											
15	16	25,000	2,249	2,432	2,529	2,630	2,736	2,845	2,959	3,077	3,200
Painted sections of facade (building 1 & 2)											
11	12	138,000	15,755	17,038	17,719	18,428	19,165	19,932	20,729	21,558	22,421
Lyneham flats											
1	1	1,000	1,040	1,125	1,170	1,217	1,265	1,316	1,369	1,423	1,480
Timber decking to barbecue area											
18 Doors & Windows											
4	5	2,000	551	596	620	646	674	703	733	764	796
Bin room roller door motor											
3	4	6,000	2,162	2,339	2,459	2,594	2,744	2,900	3,063	3,233	3,409
Basement roller door motor (1 of 2)											
4	5	3,000	826	894	930	968	1,008	1,050	1,094	1,141	1,190
Bin room roller door											
7	8	6,000	1,040	1,081	1,124	1,169	1,216	1,265	1,315	1,367	1,421
Basement roller door (1 of 2)											
8	9	8,000	1,188	1,285	1,337	1,390	1,446	1,503	1,561	1,620	1,681
Gazeb lobby entry doors (overhaul)											
4	5	3,000	826	894	930	968	1,008	1,050	1,094	1,141	1,190
General common doors incl bin room											
6	7	25,000	4,769	5,158	5,365	5,579	5,802	6,035	6,278	6,531	6,794
Windows overhaul/waterproofing											
26 External Structure											
8	9	25,000	3,713	4,016	4,177	4,344	4,518	4,698	4,886	5,081	5,282
Minor facade works											
5	6	40,000	8,985	9,718	10,107	10,511	10,934	11,377	11,840	12,323	12,826
Balcony & terrace waterproofing											
9	10	140,000	18,829	20,365	21,180	22,027	22,908	23,825	24,778	25,769	26,797
Roof membranes overhaul											
30 Mechanical Services											
6	3	3,500	668	722	751	781	812	845	880	917	956
Split system air-conditioning (1 of 4)											
5	6	2,000	449	486	505	526	549	574	601	630	660
Small ventilation fans (2 of 2)											
3	3	4,000	1,441	1,559	1,621	1,686	1,754	1,824	1,897	1,973	2,052
Garbage exhaust fans (1 of 5)											
8	9	8,000	1,188	1,285	1,337	1,390	1,446	1,503	1,561	1,620	1,681
Car park supply & exhaust fan incl vsd (1 of 2)											
6	2	6,500	1,240	1,341	1,395	1,451	1,509	1,569	1,631	1,695	1,761
Basement jet fans (1 of 12)											
36 Security Systems											
7	8	5,000	833	901	937	975	1,014	1,054	1,095	1,137	1,181
Security recording system											
14	15	20,000	1,893	2,048	2,130	2,215	2,304	2,396	2,492	2,591	2,695
Access control system software & hardware											
8	9	18,000	2,674	2,892	3,007	3,128	3,253	3,383	3,518	3,657	3,800
Intercom entry points											
Brought Forward											
		105,105	109,309	111,477	115,364	119,502	122,532	125,927	134,596	138,518	141,827

Item	Description	Reinstatement years		Reinstatement Cost (2024)	Sinking fund contributions										* Year of reinstatement			4% Building			Inflation Rate		
		First	Subsequent		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2030-2031	2031-2032	2032-2033	2033-2034	2030-2031	2031-2032	2032-2033	2033-2034	
Up16075, 349-351 Northbourne Ave, Lyneham Assets as at June 2024																							
Carried Forward																							
40	Electricity																						
41	Minor electrical works	3	4	6,000	2,162	2,249	2,339	1,859	1,934	2,011	2,091	2,175	2,262	2,353									
42	Passenger Lifts (overhaul 3 Of 3)																						
43	Lift controller, drive systems & hoist	14	15	150,000	14,200	14,768	15,359	15,973	16,612	17,277	17,968	18,687	19,434	20,212									
44	Door operators, locks, tracks & hangers	14	15	270,000	25,561	26,583	27,646	28,752	29,902	31,098	32,342	33,636	34,981	36,381									
45	Operating panels, position indicator & buttons	14	15	110,000	10,414	10,830	11,263	11,714	12,182	12,670	13,177	13,704	14,252	14,822									
46	Internal finishes & code compliance	14	15	70,000	6,627	6,892	7,168	7,454	7,752	8,063	8,385	8,720	9,069	9,432									
47	Plumbing																						
48	Minor plumbing works	4	5	7,000	1,928	2,006	2,086	2,169	1,839	1,913	1,990	2,069	2,152	2,238									
49	Basement sump & sewer pumps (1 of 4)	3	3	2,500	901	937	974	1,013	1,054	1,096	1,140	1,185	1,233	1,282									
50	Rainwater reuse pump (1 of 2)	6	7	2,200	420	436	454	472	491	511	464	482	502	522									
51	External sump pump (outside flats)	4	5	1,500	413	430	447	465	394	410	426	443	461	480									
52	Instant hot water boilers (2 of 12)	5	2	4,000	899	934	972	1,011	1,051	1,092	1,133	1,175	1,218	1,262									
53	Hot water storage tank (1 of 3)	9	7	6,000	807	839	873	908	944	982	1,021	1,062	1,104	1,147									
54	Hot water circulation pumps	5	5	3,000	674	701	729	758	788	820	853	887	922	959									
55	Fire Services																						
56	Annual fire safety works	1	1	11,000	11,440	11,898	12,374	12,868	13,383	13,919	14,475	15,054	15,656	16,283									
57	Hydrant valves overhaul	4	5	16,000	4,408	4,584	4,768	4,958	4,205	4,373	4,548	4,730	4,919	5,115									
58	Fire alarm panel	12	13	15,000	1,598	1,662	1,729	1,798	1,870	1,945	2,022	2,103	2,187	2,275									
59	Dress fire pumps (overhaul 3 of 3)	10	11	25,000	3,082	3,206	3,334	3,467	3,606	3,750	3,900	4,056	4,218	4,387									
60	Electric fire booster pump	10	11	7,000	863	898	933	971	1,010	1,050	1,092	1,136	1,181	1,228									
61	Refuse Disposal																						
62	Bin lifter overhaul	7	8	10,000	1,666	1,733	1,802	1,874	1,949	2,027	2,108	2,195	2,283	2,374									
63	Bin cart overhaul	5	6	20,000	4,493	4,672	4,859	5,053	5,256	5,462	5,673	5,889	6,109	6,334									
64	Garbage chute doors & exit overhaul (no.6)	8	8	15,000	2,228	2,317	2,410	2,506	2,606	2,711	2,819	2,932	3,049	3,171									
65	Garbage bins (overhaul 25 plastic & 5 metal)	4	5	6,000	1,653	1,719	1,788	1,859	1,934	2,011	2,091	2,175	2,262	2,353									
66	Recreation Areas & Landscaping																						
67	General landscaping incl trees	8	9	10,000	1,485	1,545	1,606	1,671	1,738	1,807	1,879	1,955	2,033	2,114									
68	Replace timber decking	7	8	5,000	833	866	901	937	975	1,014	1,054	1,097	1,141	1,187									
69	Barbeque furniture incl. umbrella	6	7	4,500	858	893	928	966	1,004	1,044	1,084	1,128	1,173	1,220									
70	Barbeques (no.2)	6	7	4,000	763	794	825	858	893	928	964	1,001	1,041	1,082									
71	Gym equipment (replace 10%)	3	4	4,500	1,622	1,686	1,754	1,826	1,901	1,978	2,058	2,141	2,228	2,318									
72	Overhaul gym toilet	8	9	6,000	891	927	964	1,002	1,043	1,084	1,128	1,173	1,220	1,269									
73	Contingency / Minor Items 5%																						
74	Sinking fund accumulation (excluding GST)				218,393	227,129	233,900	241,602	248,861	257,694	270,255	280,241	289,484	299,008									
75	Sinking fund accumulation (excluding GST)				218,393	227,129	233,900	241,602	248,861	257,694	270,255	280,241	289,484	299,008									
Up16075, 349-351 Northbourne Ave, Lyneham Act				Operating Bal.																			
Sinking fund levies at 4% incres PA ** (excluding GST)				0	213,772	222,325	231,216	240,404	250,083	260,086	270,490	281,309	292,561	304,264									

** The sum of row 74 smoothed after deducting the opening balance

6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the sinking fund. The expenditure costs are at the date of reinstatement and include for inflation.

Assets as at June 2024	Reinstatement years		Reinstatement Cost (2024)	Sinking fund expenditure										4% Building Inflation Rate				
	First	Subsequent		2024-2025	2025-2026	2026-2027	* Year of reinstatement			2030-2031	2031-2032	2032-2033	2033-2034					
1 Floor Finishes																		
2 Gym flooring (carpet & vinyl)	10	11	13,000															19,243 *
3 Corridor & office carpet tiles	12	13	70,000															5,474 *
4 Flats stair paving paint	8	8	4,000															
5 Basement bin room paving paint (no 3)	6	7	10,000															
6 Ground bin room paving paint	2	3	6,000				6,490 *											8,211 *
7 Garden area paving paint	7	8	7,000															9,212 *
8 Internal Painting																		
9 Touch up common areas	2	3	6,000				6,490 *											8,211 *
10 Paint corridors, office & common doors	12	13	78,000															
11 Repaint gym	8	9	5,500															7,527 *
12 Paint ground & basement lobbies	8	9	17,000															23,266 *
13 Car park line marking	14	15	22,000															
14 External Painting																		
15 Painted sections of facade (building 1 & 2)	15	16	25,000															
16 Lyneham flats	11	12	138,000															
17 Timber decking to barbeque area	1	1	1,000	1,040 *			1,082 *											1,423 *
18 Doors & Windows																		
19 Bin room roller door motor	4	5	2,000															2,847 *
20 Basement roller door motor (1 of 2)	3	4	6,000															7,896 *
21 Bin room roller door	4	5	3,000															4,270 *
22 Basement roller door (1 of 2)	7	8	6,000															7,896 *
23 Glazed lobby entry doors (overhaul)	8	9	8,000															10,949 *
24 General common doors incl bin room	4	5	3,000															4,270 *
25 Windows overhaul/waterproofing	6	7	25,000															31,633 *
26 External Structure																		
27 Minor facade works	8	9	25,000															34,214 *
28 Balcony & terrace waterproofing	5	6	40,000															48,666 *
29 Roof membranes overhaul	9	10	140,000															199,264 *
30 Mechanical Services																		
31 Split system air-conditioning (1 of 4)	6	3	3,500															4,982 *
32 Small ventilation fans (2 of 2)	5	6	2,000															2,433 *
33 Garbage exhaust fans (1 of 5)	3	3	4,000															4,499 *
34 Car park supply & exhaust fan incl vsd (1 of 2)	8	9	8,000															10,949 *
35 Basement jet fans (1 of 12)	6	2	6,500															8,225 *
36 Security Systems																		
37 Security recording system	7	8	5,000															6,580 *
38 Access control system software & hardware	14	15	20,000															24,634 *
39 Intercom entry points	8	9	18,000															24,634 *
Brought Forward				1,040	14,061	12,374	10,529	66,916	63,266	32,898	143,700	222,748	30,345					

Up16075, 349-351 Northbourne Ave, Lyneham Assets as at June 2024	Reinstatement years		Reinstatement Cost (2024)	Sinking fund expenditure					* Year of reinstatement					4% Building Inflation Rate			
	First	Subsequent		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2030-2031	2031-2032	2032-2033	2033-2034
Carried Forward				1,040	14,061	12,374	10,529	66,916	63,266	32,898	143,700	222,748	30,345				
40 Electricity																	
41 Minor electrical works	3	4	6,000		6,749					7,896							
42 Passenger Lifts (overhaul 3 of 3)																	
43 Lift controller, drive systems & hoist	14	15	150,000														
44 Door operators, locks, tracks & hangers	14	15	270,000														
45 Operating panels, position indication & buttons	14	15	110,000														
46 Internal finishes & code compliance	14	15	70,000														
47 Plumbing																	
48 Minor plumbing works	4	5	7,000				3,189								9,963		
49 Basement sump & sewer pumps (1 of 4)	3	3	2,500			2,812		3,163							3,558		
50 Rainwater reuse pump (1 of 2)	6	7	2,200				1,755								2,135		
51 External sump pump (outside flats)	4	5	1,500					4,867							5,693		
52 Instant hot water boilers (2 of 12)	5	2	4,000														
53 Hot water storage tank (1 of 3)	9	7	6,000														
54 Hot water circulation pumps	5	5	3,000					3,630							8,540		
55 Fire Services																	
56 Annual fire safety works	1	1	11,000	11,440	11,898	12,374	12,868	13,383	13,919	14,475	15,054	15,656	16,283				
57 Hydrant valves overhaul	4	5	16,000				18,718								22,773		
58 Fire alarm panel	12	13	15,000														
59 Diesel fire pumps (overhaul 3 of 3)	10	11	25,000														
60 Electric fire booster pump	10	11	7,000														
61 Refuse Disposal																	
62 Bin lifter overhaul	7	8	10,000							13,159							
63 Bin cart overhaul	5	6	20,000					24,333									
64 Garbage chute doors & exit overhaul (inc 6)	8	8	15,000											20,529			
65 Garbage bins (overhaul 25 plastic & 3 metal)	4	5	6,000				7,019										
66 Recreation Areas & Landscaping																	
67 General landscaping incl trees	8	9	10,000												13,686		
68 Replace timber decking	7	8	5,000											6,580			
69 Barbeque furniture incl umbrella	6	7	4,500						5,694								
70 Barbeques (inc 2)	6	7	4,000						5,061								
71 Gym equipment (replace 10%)	3	4	4,500			5,062								5,922			
72 Overhaul gym toilet	8	9	6,000											8,211			
73 Contingency / Minor Items 5%				10,400	10,816	11,138	11,505	11,851	12,271	12,869	13,345	13,785	14,238				
74 Sinking fund expenditure (excluding GST)				22,880	36,774	50,508	70,583	124,999	106,158	99,063	214,524	313,392	112,675				
75 Sinking fund expenditure (excluding GST)				22,880	36,774	50,508	70,583	124,999	106,158	99,063	214,524	313,392	112,675				

6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected sinking fund expenditure occurs.

The summary should only be relied upon once the contribution and expenditure analysis have been reviewed and fully understood.

Up16075, 349-351 Northbourne Ave, Lyneham Act				
Annual sinking fund cashflow excluding GST				
Financial Year	Opening balance	Levies at 4% increase PA	Anticipated Expenditure	Closing balance
2024-2025	0	213,772	22,880	190,892
2025-2026	190,892	222,323	36,774	376,441
2026-2027	376,441	231,216	50,508	557,148
2027-2028	557,148	240,464	70,583	727,029
2028-2029	727,029	250,083	124,999	852,113
2029-2030	852,113	260,086	106,158	1,006,041
2030-2031	1,006,041	270,490	99,063	1,177,468
2031-2032	1,177,468	281,309	214,524	1,244,253
2032-2033	1,244,253	292,561	313,392	1,223,422
2033-2034	1,223,422	304,264	112,675	1,415,011

7. Disclaimer

This sinking fund assessment has been prepared for the sole purpose of calculating the estimated annual sinking fund contributions to allow for anticipated sinking fund expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the units plan fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.



Certificate of Occupancy and Use

Certificate No.: **B20231117C1**

**Access Canberra Land, Planning and
Building Services**

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	13	51	LYNEHAM	CANBERRA CENTRAL	Australian Capital Territory
	13	51	LYNEHAM	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20231117/A
B20231117/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
2	Alterations	FLAT/UNIT/APARTMENT	Internal alterations to 7 dwellings within the existing Heritage building	A		B20231117N1	JWLAND BUILDING GROUP PTY LTD

Comments

Important Note:

This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Douglas Farr
Delegate of the ACT Construction
Occupations Registrar.

Issued on: 20/02/2024

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	59	3	3018	576
2	72	3	3018	577
3	95	4	3018	578
4	46	3	3018	579
5	68	3	3018	580
6	63	3	3018	581
7	52	3	3018	582
8	57	3	3018	583
9	46	3	3018	584
10	42	3	3018	585
11	46	3	3018	586
12	47	3	3018	587
13	63	3	3018	588
14	50	3	3018	589
15	49	3	3018	590
16	49	3	3018	591
17	60	3	3018	592
18	59	3	3018	593
19	70	3	3018	594
20	57	3	3018	595
21	45	3	3018	596
22	45	3	3018	597
23	57	3	3018	598
24	67	3	3018	599
25	66	3	3018	600
26	61	3	3018	601
27	65	3	3018	602
28	40	3	3018	603
29	62	3	3018	604
30	50	3	3018	605

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
3018	575

David Pryce
Registrar-General



.....
Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
31	55	3	3018	606
32	44	3	3018	607
33	45	3	3018	608
34	45	3	3018	609
35	63	3	3018	610
36	48	3	3018	611
37	48	3	3018	612
38	48	3	3018	613
39	48	3	3018	614
40	58	3	3018	615
41	56	3	3018	616
42	68	3	3018	617
43	90	4	3018	618
44	67	3	3018	619
45	52	3	3018	620
46	57	3	3018	621
47	67	3	3018	622
48	66	3	3018	623
49	61	3	3018	624
50	66	4	3018	625
51	62	3	3018	626
52	50	3	3018	627
53	55	3	3018	628
54	44	3	3018	629
55	45	3	3018	630
56	45	3	3018	631
57	63	3	3018	632
58	48	3	3018	633
59	48	3	3018	634
60	48	3	3018	635

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
3018	575


David Pryce
 Registrar-General



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 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
61	48	3	3018	636
62	63	3	3018	637
63	63	3	3018	638
64	68	3	3018	639
65	90	5	3018	640
66	67	3	3018	641
67	52	3	3018	642
68	57	3	3018	643
69	68	3	3018	644
70	66	3	3018	645
71	61	3	3018	646
72	65	3	3018	647
73	62	3	3018	648
74	50	3	3018	649
75	55	3	3018	650
76	44	3	3018	651
77	45	3	3018	652
78	45	3	3018	653
79	63	3	3018	654
80	48	3	3018	655
81	48	3	3018	656
82	48	3	3018	657
83	48	3	3018	658
84	63	3	3018	659
85	63	3	3018	660
86	68	3	3018	661
87	93	5	3018	662
88	69	3	3018	663
89	52	3	3018	664
90	59	3	3018	665

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
3018	575


David Pryce
 Registrar-General



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 Deputy Registrar-General

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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
91	70	3	3018	666
92	67	3	3018	667
93	62	3	3018	668
94	66	3	3018	669
95	63	3	3018	670
96	51	3	3018	671
97	56	3	3018	672
98	45	3	3018	673
99	46	3	3018	674
100	46	3	3018	675
101	65	3	3018	676
102	49	3	3018	677
103	49	3	3018	678
104	49	3	3018	679
105	49	3	3018	680
106	65	3	3018	681
107	63	3	3018	682
108	69	3	3018	683
109	97	4	3018	684
110	51	3	3018	685
111	48	3	3018	686
112	47	3	3018	687
113	75	3	3018	688
114	51	3	3018	689
115	63	3	3018	690
116	52	3	3018	691
117	57	3	3018	692
118	46	3	3018	693
119	46	3	3018	694
120	46	3	3018	695

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
3018	575


David Pryce
 Registrar-General



.....
Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
121	65	3	3018	696
122	50	3	3018	697
123	50	3	3018	698
124	50	3	3018	699
125	50	3	3018	700
126	65	3	3018	701
127	63	3	3018	702
128	70	3	3018	703
129	65	3	3018	704
130	53	3	3018	705
131	58	3	3018	706
132	46	3	3018	707
133	47	3	3018	708
134	47	3	3018	709
135	66	3	3018	710
136	50	3	3018	711
137	50	3	3018	712
138	50	3	3018	713
139	50	3	3018	714
140	66	3	3018	715
141	65	3	3018	716
142	71	3	3018	717
143	66	3	3018	718
144	55	3	3018	719
145	60	3	3018	720
146	47	3	3018	721
147	48	3	3018	722
148	48	3	3018	723
149	68	3	3018	724
150	51	3	3018	725

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
3018	575

David Pryce
 Registrar-General



.....
Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Canberra Central/Lyneham	51	13	16075

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	51	3	3018	726
152	78	3	3018	727
153	51	3	3018	728
154	68	3	3018	729
155	66	3	3018	730
156	73	3	3018	731
157	68	3	3018	732
158	57	3	3018	733
159	62	3	3018	734
160	48	3	3018	735
161	49	3	3018	736
162	49	3	3018	737
163	69	3	3018	738
164	52	3	3018	739
165	52	3	3018	740
166	52	3	3018	741
167	69	3	3018	742
168	67	3	3018	743
169	74	3	3018	744
170	41	2	3018	745
171	41	2	3018	746
172	41	2	3018	747
173	41	2	3018	748
174	41	2	3018	749
175	41	2	3018	750
176	41	2	3018	751
Aggregate	10000	529		

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
3018	575

David Pryce
 Registrar-General



.....
 Deputy Registrar-General



Unit Plan 16075 - Rules

Note The owners corporation may amend the rules under s 108 of the Unit Titles (Management) Act 2011

1 Definitions—default rules

1. In these rules:

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

- (a) in accordance with the express permission of the owners corporation by special Resolution; and
- (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

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.

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.

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.

8 Hazardous use of unit

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

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.

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.

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.





12 What may an executive committee representative do?

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

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

13 Executive committee membership

1. For the executive committee to function appropriately, all committee members must be committed to undertake their responsibility in an active/participatory manner. Further to Section 39 of the Unit Titles (Management) Act 2011:
 - (a) An owner may be appointed to the executive committee to fill a casual vacancy on the executive committee by a unanimously supported motion of the current executive committee.
 - (b) An executive committee office holder may be removed from holding office by a unanimously supported motion of the remaining members where said officer holder has failed to comply with their responsibilities outlined under sections 40-43 of the Unit Titles (Management) Act 2011.

14 Seal of owners corporation

- (a) For the attaching of the seal of the owners corporation to a document to be effective—
 - (a) the seal must be attached by decision of the executive committee; and
Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).
 - (b) the seal must be attached in the presence of 2 executive members; and
 - (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.
2. The seal may be attached to certificates under Section 119 of the Unit Titles



(Management) Act 2011 by the Managing Agent of the Owners' Corporation without following the procedure in paragraphs (a) to (c) of this Rule.

3. The seal may be attached to service contracts for a period of less than 3 years by the Managing Agent of the Owners' Corporation without following the procedure in paragraphs (a) to (c) of this Rule.

15 Legal fees

Legal fees incurred by the Owners' Corporation as a result of an owner being found to have infringed these Rules, the owner shall be liable to pay to the Owners' Corporation the amount of the legal fees incurred by the Owners' Corporation on a solicitor and client basis in undertaking legal action against the owner.

16 Air conditioning

1. Owners will be responsible for the replacement, repair and maintenance of their own air conditioning system that services that unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property
2. The Owners' Corporation will be responsible for the replacement, repair and maintenance and electricity usage of air-conditioning units servicing common property.
3. Owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimize noise disturbance to other residents.
4. To the extent necessary all Owners are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable them to comply with Rule 16.

17 Protection of lift interiors and common property walls

1. The owner, occupier or user of any unit must ensure that the building manager or managing agent is notified two full working days before removalist activity is undertaken. The Owners' Corporation provides protection of lift interiors by way of internal coverings that the building manager will erect to facilitate removal activities into or out of units and through the common property ("a removal").
2. Any damage sustained to the common property, including damage to walls, paint work, tiles or glass where such damage is caused by an owner, occupier or user (or their agent or contractor) of a unit, will be repaired at the cost of the respective owner.

18 Balconies

1. At all times an owner, occupier or user of a unit must keep their balconies in a neat and tidy condition. Further, a balcony must not be used:
 - (a) To hang or dry laundry such that it may be visible by the public (i.e. from the street) or from adjoining properties; and,
 - (b) As an overflow storage area for household items, stacked boxes or furnishings (excluding furnishings and equipment specifically for use on balconies and patios).



2. Plants and shrubs that are placed on balconies should be kept watered, neat and tidy at all times.
3. An owner, occupier or user of a unit must not permit any object or substance to be thrown from the balcony.
4. Cleaning of balcony surfaces and external windows should only utilise non-toxic water based cleaning agents and only be conducted on days with little or no wind.

19 Window Treatments

1. The owner, occupier or user of a unit must seek permission from the executive committee prior to the installation of window treatments.
2. Curtains and blinds should be plain in style and have a neutral white exterior facing finish. Where a film treatment is considered the executive committee will provide permission only where treatments are:
 - (a) plain and neutral in style and colour;
 - (b) non-reflective;
 - (c) fixed within the unit;
3. The owner, occupier or user of a unit is not to fit any awnings on the facade of the building or any other common property.

20 Car parking

1. All car spaces within the building are private subsidiaries allocated to individual unit owners. Subject to Rule 19 below, allocated spaces are not available for public and/or visitor parking. Further:
 - (a) Allocated spaces are for vehicles only, including passenger cars, trailers, motor cycles, scooters and bicycles and are not to be used as permanent storage for any other items;
 - (b) All vehicles must be parked wholly within the allocated spaces and are not to protrude into common property or another subsidiary space.
 - (c) Any oil spills or fluid leaks must be removed within a reasonable time frame;
 - (d) All vehicles should be in a serviceable condition.
 - (e) Allocated spaces are not to be marked with anything other than its associated unit (street address) without prior permission of the executive committee.
2. All other areas outside allocated subsidiaries within the 2 levels of car parking are common property. No parking will be permitted on these areas without prior approval from the executive committee, managing agent or building manager.
 - (a) Cars are not to be washed within in the car park.
 - (b) The car park speed limit is 5 km/h.
 - (c) Pedestrians have right of way at all times.
3. Bikes may be stored in the storage cage on Basement 2.
4. To allow intermittent cleaning of the car park the owner, occupier or user of a unit must ensure that, where prior notification is provided, vehicles are removed from



the car park for the duration of the cleaning period.

5. The owners corporation accepts no responsibility for loss or damage to belongings left on common property, including the aforementioned Basement 1 (B1) and Basement 2 (B2).
6. The executive committee may remove from the building, without notice and at the owners expense, any vehicle on common property where said vehicle is deemed to be causing a nuisance, inhibiting access to another subsidiary or creating a safety hazard.

21 Signage and Advertising

1. All signage, whether temporary or permanent is prohibited from being placed within the common property, on the façade of the building, in windows or on balconies.
2. The executive committee of the owners' corporation may remove, without prior notification, all signage where the conditions in Rule 20(2) and 20(3) are not met.
3. The owner, occupier or user of a commercial unit will be responsible for the replacement, repair and maintenance of any temporary or permanent signs, notwithstanding the fact that the signs may be located on the common property.
4. To the extent necessary the owners of the commercial units are granted a special privilege under Section 22 of the Unit Titles (Management) Act 2011 to enable them to comply with Rule 20.

22 Storage cages

1. Each unit has an allocated storage space either in the basement, which are either enclosed by walls ("Enclosed Storage Space") or caged ("StorageCage").
2. The storage cages in the basement are not waterproofed. The owners' corporation will not be held responsible for any water damage sustained to the goods, chattels or other property of any owner, occupier or user of a unit, which is kept in a storage cage in the basement.
3. Except with the expressed permission of the owners' corporation, an owner, occupier or user of a unit must not use any garage entitlements that are not an enclosed storage space in the basement to store goods, chattels or other property, other than vehicles.
4. The owner, occupier or user of a unit must not store their goods, chattels or other property anywhere else in the basement other than in an enclosed storage space or in a storage cage located in the basement.

23 Garbage Chutes

1. A garbage chute is located on each residential floor. All garbage must be either disposed of through the chute (within bags) or taken down to the main residential waste room in the ground floor car park.
2. Large items, including, but not limited to: pizza boxes, umbrellas, cardboardboxes etc must not be placed in the chute as they may block it. The cost of unblocking the chute will be invoiced to the resident or tenant responsible.
3. Recycling must not be left in plastic bags as this will be treated as rubbish.



- 4. Dumping of whitegoods, electrical equipment, or furniture on any common property is not permitted. The units associated with the disposed items will be billed

24 Smoking

- 1. Smoking is not permitted in any common property areas including: foyers, lifts, fire escape stairwells and in front of any external entry door to the building.

25 Subleasing of Car Parks

- 1. An owner is to advise the managing agent of any car park subleases, including basic contact details of the 3rd party.
- 2. The managing agent will arrange for the building manager to modify security access control as appropriate for the respective security token (e.g. proxy card).

26 Fit Out and Renovation Activities

- 1. Where the owner of a unit intends to undertake a fit out or renovation, prior to the commencement of any works, that owner must:
 - (a) Provide a copy of all relevant documentation to the executive committee for approval.
 - (b) Seek the executive committee co-signature, as the party responsible for the building and all common property, on any ACT Development Application before its submission.
- 2. At the completion of any fit out or renovation, the owner must at their own expense:
 - (a) Advise the managing agent of completion and organise a time for review/inspection;
 - (b) Obtain and provide a copy to the managing agent of all relevant certification documentation; and,
 - (c) Update any building related documentation and plans (e.g. Fire plan).
- 3. Subject to rules 8 and 9, fit out and renovation activities likely to cause disturbance to other residents (e.g. hammer drilling, tile removal, plumbing) must be coordinated through the managing agent, who will advise of specific timings for said activities and organise notifications. The managing agent will only approve such activity during the following hours:
 - (a) 0900 – 1600 Monday to Friday
 - (b) 1000 - 1400 Saturday
 - (c) Nil – Sundays and public holidays
- 4. If activity is required to be undertaken outside those times noted above it shall be considered on a case by case basis by the executive committee, who will take into consideration the requirements for the work to be completed, any justification for the work needing to be done outside the hours specified above, and the likely impact on other owners and residents.
- 5. Any fit out or renovation activity requiring a disruption of any building service, including electricity, hot and cold water, sewage, air-conditioning, elevators, data, TV or garbage, must be coordinated through the managing agent. The managing agent will advise of specific timings for said activities, organise access to ~~required~~





building services and place appropriate notifications. Further:

- (a) All service disruption activities are to take place within 1000 - 1600 on working weekdays.
 - (b) Notification must be provided and approval gained at least 72 hours prior to the intended activity.
 - (c) All works must be undertaken by an appropriately qualified and/or licenced/accredited trades person.
6. Only in exceptional circumstances and with the prior permission of the executive committee will any disruption activity be considered outside the timings stipulated in 26(3)(a).
 7. With the exception of an emergency, where a trades person has without approval or notification disrupted or damaged a building service, the executive committee may remove that individual's right to access and conduct any future works on all building services and common property.

27 Window breakage and insurance excess liability

1. Notwithstanding that the owners corporation is responsible for the general maintenance and repair of the building, the Owner, Occupier or User of a residential unit will be responsible for the cost of any insurance excess incurred due to the replacement of broken glazing where said glazing is accessible only from the associated unit.
2. This rule does not apply where there is specific evidence that can attribute responsibility to the owners corporation, an external source (e.g. extreme weather), or is claimable on the building insurance policy (including above any applicable excess on the policy).

28 Maintenance of Plumbing Assets

- (1) Owners are responsible for the maintenance of tempering valves and hot water flow meters located within their apartments. Maintenance of these items must be undertaken every 12 months, or as otherwise required by the manufacturer.
- (2) Any units with plumbed-in fridges must ensure these connections are secure and maintained on a regular basis to ensure they remain water-tight, and liquid does not escape and damage other units or the Common Property.
- (3) Owners and Occupiers must ensure that they do not dispose of any items in their sewerage outlets (downpipes, drains, toilets) that may cause a blockage within the sewerage system. Such items include but are not limited to: oil, fat and sanitary items (excluding toilet paper).

29 Maintenance of Fire Suppression Assets

- (1) Owners are responsible to ensure their in-unit smoke alarms are maintained in accordance with any relevant Australian Standards.
- (2) The Owners Corporation will ensure that all Common Property fire suppression



assets are maintained in accordance with the relevant Australian Standards.

30 Easements

(1) The Owners Corporation acknowledges the following existing Easements and agrees to ensure these easements are maintained:

a. Easement Dealing 3274487 – Easement for Access to Property

31 Privacy Screens

Objective: To maintain the aesthetic appeal and uniformity of the unit block, any screens installed on outdoor balconies or ground floor security fences must blend harmoniously with the overall design and adhere to a specified colour scheme.

(b) **Approved Screen Types:** All screens must be of high-quality materials that are durable and weather-resistant. Accepted materials include, but are not limited to:

- Powder-coated aluminium
- Treated wood
- Vinyl or composite materials
- Artificial (imitation) vine leaves, green in colour

(d) **Colour Scheme:** Screens must adhere to the following colour guidelines to ensure consistency across The Sullivan: Primary colours for screens must be grey, monument, charcoal, green, or other neutral tones. Specific shades of grey, green, or neutral colours must be approved by the Owners Corporation Executive Committee prior to installation.

(d) **Design and Appearance:** Screens must:

- Complement the architectural design of the building. Give the appearance of having been professionally fitted; cloth or mesh material that is loosely fitted and secured will not be approved.
- Be no higher than 30cm above the height of the original balcony or security fence.
- Be aesthetically pleasing and enhance the overall look of the property.

(e) **Installation Approval Process:** Owners must submit an application to the Owners Corporation Executive Committee detailing the proposed screen installation, including material, design, and colour specifications. The application must include a visual representation or sample of the screen. Installation can only proceed after receiving written approval from the Executive Committee.

(f) **Maintenance and Upkeep:** Owners are responsible for the maintenance and upkeep of the installed screens to ensure they remain in good condition and consistent with the approved specifications. Any damage or wear must be repaired promptly to maintain The Sullivan's aesthetic standards.

(g) **Non-Compliance:** Any screens installed without approval or that do not meet the specified guidelines must be removed or modified at the owner's expense. Failure to comply with these rules may result in penalties as determined by the Owners Corporation Executive Committee.



INAUGURAL GENERAL MEETING MINUTES
'The Sullivan'
UNITS PLAN 16075
BLOCK 13, SECTION 51, LYNEHAM, ACT, 2602

HELD: Grady Strata & Facilities Offices
G2/65 Canberra Avenue, Griffith, ACT, 2604
2:00pm on 15 November 2023.

PRESENT: Michael Prendergast representing Alumuna Property Pty Ltd 'the Developer'.
Michael Grady representing Grady Strata & Facilities Pty Ltd.

CHAIRPERSON: Michael Prendergast was elected Chairperson for the meeting.

QUORUM: A quorum was declared and the meeting proceeded under normal circumstances.

ITEMS OF BUSINESS:

PURPOSE OF MEETING

The Developer advised the meeting that the development situated at Block 13, Section 51, LYNEHAM consisting of 176 Lots was registered at Access Canberra as Units Plan 16075 on 15 November 2023.

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act) via this meeting.

INSURANCE OF PROPERTY

Motion 1: "That the Owners Corporation RESOLVE to arrange insurances in accordance with Section 100 of the Act, and that an insurance contract has been entered in to for the purposes of insuring the development as follows:

Building	\$50,000,000
Common Contents	\$500,000
Loss of Rent	\$7,500,000
Public Liability	\$30,000,000
Fidelity Guarantee	\$250,000
Voluntary Workers	\$200,000
Office Bearers	\$5,000,000
Machinery	\$100,000
Catastrophe	\$7,500,000
Workers Comp	Insured

Motion Carried by Unanimous Resolution

INSURANCE FUNDING

Motion 2: “That the Owners Corporation RESOLVE in accordance with Section 70 of the Act that insurance premium funding may be arranged by the managing agent for the purposes of payment of insurance for the 12 month period.”

Motion Carried by Unanimous Resolution

INSURANCE VALUATION

Motion 3: “That the Owners Corporation RESOLVE to obtain an insurance valuation from an appropriately qualified valuer for the purposes of ensuring the building is insured for its full replacement value. To the extent necessary, the Executive Committee are authorized to amend the insured amount of the property in accordance with this valuation.”

The meeting noted that the initial sum insured has been derived from the original cost of construction including professional fees, however does not presently include any demolition costs or escalations since original contracts were signed.

Motion Carried by Unanimous Resolution

SINKING FUND PLAN

Motion 4: “That the Owners Corporation RESOLVE to obtain a Sinking Fund Forecast from an appropriately qualified consultant the purposes of ensuring compliance with Sections 82 and 84 of the Act.”

The meeting noted that the first Sinking Fund Plan will be arranged by the Managing Agent for consideration of owners at the first Annual General Meeting to be held within 15 months of the Inaugural General Meeting.

Motion Carried by Unanimous Resolution

APPOINTMENT OF MANAGING AGENT

Motion 5: “That the Owners Corporation RESOLVE to enter into a written management agreement for strata management services appointing Grady Strata & Facilities Pty Ltd as follows:

- a. Grady Strata (“**Agent**”) be appointed as strata managing agent of Units Plan 16075 for a period of two (2) years commencing 16 November 2023.
- b. The Owners Corporation execute a written agreement, (“**Agreement**”), to give effect to this appointment and any delegations contained therein;
- c. The delegations are subject to the conditions and limitations set out in the Agreement; and
- d. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting”.

Motion Carried by Unanimous Resolution

APPOINTMENT OF BUILDING MANAGER

Motion 6: “That the Owners Corporation RESOLVE to enter in to a written agreement for the services of an on-site building manager, appointing Grady Strata & Facilities Ptd Ltd as follows:

- a. Grady Strata be appointed as on-site building managers for Units Plan 16075 for a period of two (2) years commencing 16 November 2023.
- b. The Owners Corporation execute a written agreement, (“**Agreement**”), to give effect to this appointment.
- c. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting”.

Motion Carried by Unanimous Resolution

BANK ACCOUNT

Motion 7: “That the Owners Corporation RESOLVE to open a bank account in the name of Units Plan 16075 with Macquarie Bank to be operated by the Managing Agent. The Managing Agent is authorized to open and close accounts at its discretion, provided that the opening and closing of accounts is necessary to ensure the ongoing successful management of the Owners Corporation.”

Motion Carried by Unanimous Resolution

UNITS PLANS, TITLES & CERTIFICATE OF COMPLIANCE

Motion 8: “That the Owners Corporation RESOLVE to lodge the original Units Plan, Certificate of Title for the Common Property and Certificates of Compliance (where applicable) with the Land Titles Office for safe keeping, unless members resolve otherwise at a future General Meeting.”

Motion Carried by Unanimous Resolution

ADOPTION OF RULES

Motion 9: “That the Owners Corporation RESOLVE to adopt the Rules as tabled at the meeting and attached to these minutes.”

Motion Carried by Unanimous Resolution

ENTRY OF SERVICE CONTRACTS

Motion 10: “That the Owners Corporation RESOLVE, for the purposes of Section 60 of the Act, to authorize the Executive Committee to enter in to service contracts for a period of up to 3 years should these service contracts be deemed by the Executive Committee to appropriate for the needs of the Owners Corporation day-to-day functions”

Motion Carried by Unanimous Resolution

FORMING OF EXECUTIVE COMMITTEE & FIRST GENERAL MEETING

The meeting noted that in accordance with Section 39 of the Act, that all members of the Owners Corporation are Executive Committee Members until a General Meeting is held to appoint the first Executive Committee. The meeting agreed to hold a General Meeting within 3 months of this meeting to appoint an Executive Committee in accordance with the terms outlined under Section 39 of the Act.

Motion Carried by Unanimous Resolution

DEVELOPER RECORDS

The meeting noted that in accordance with Section 3.4 of the Act, the developer has provided the following documentation to the Managing Agent for safe-keeping on behalf of the Owners Corporation:

- a. *the statutory books and records of the corporation, up to the date of the meeting;*
- b. *any insurance policy issued in the name of the corporation;*
- c. *any plans, specifications, diagrams or drawings that relate to the design or service of the units or common property of the units plan, including the development approval and any condition to which the approval is subject;*
- d. *the developer's maintenance schedule for the common property;*
- e. *a copy of any contract entered into by the corporation that relate to the common property of the units plan;*
- f. *any warranty that relates to the common property of the units plan;*
- g. *the corporation's seal (if any);*
- h. *any other document that relates to the units or common property of the units plan.*

ELECTRONIC MEETING ATTENDANCE

Motion 11: *"That the Owners Corporation RESOLVE in accordance with Schedule 3, Part 3.1 of the Unit Titles (Management) Act 2011 that attendance at any General Meeting may occur electronically if approved by the Executive Committee."*

Motion Carried by Unanimous Resolution

BUDGET

Motion 12: *"That the Owners Corporation RESOLVE to adopt an Administrative Fund Budget of \$478,870.00 + GST for the period of 15 November 2023 to 14 November 2024 and that a contribution be determined to the Administrative Fund equal to the sum of the budget to be contributed by Owners in accordance with their unit entitlements via four (4) instalments to fall due on 15 November 2023, 15 February 2024, 15 May 2024 and 15 August 2024."*

The meeting noted that the draft Administrative Budget provided alongside sales contracts is an estimate of costs required to run the building, that the budget is not limited in expenditure for any one line item and that costs are flexible in their application over the course of the budget year. Should the initial envisaged scope rise above what was budgeted for any particular contract in the first year, this may increase costs applicable to that line item and required additional funds to be raised.

The meeting noted that an increase in costs should be expected in the second year of the Owners Corporations existence, both due to increased maintenance costs over time and the need to raise a Sinking Fund contribution in accordance with the Sinking Fund Plan agreed to be developed under Motion 4 of this meeting and required under legislation.

Motion Carried by Unanimous Resolution

REGISTERED ADDRESS

Motion 13: “That the Owners Corporation RESOLVE to amend the mailing address for the Owners Corporation with any required authority to PO Box 3197, Manuka, ACT, 2604, being the mailing address of the managing agent.”

Motion Carried by Unanimous Resolution

SPECIAL PRIVILEGES – DEVELOPER ACCESS

Motion 14: “That the Owners Corporation RESOLVE to grant the Developer a Special Privilege in accordance with Section 22 of the Act, for the purposes of:

1. Erecting temporary signage on the Common Property during business hours for the purposes of selling any remaining unsold units.
2. Providing access to staff of the developer, builder or their sub-contractors for the purposes of fulfilling any warranty obligations with respect to Common Property.

Motion Carried by Unanimous Resolution

NOISE GENERATION – COMPLETION OF ‘BACHELOR FLATS’ FIT-OUT

Motion 15: “That the Owners Corporation RESOLVE in accordance with Rule 10 of the Owners Corporation Rules that the developer and builder be authorized to make noise within Lots 170-176 and their surrounds for the purposes of completion of works to these units and their general surrounds between the hours of 7am and 5pm Monday to Saturday.”

Motion Carried by Unanimous Resolution

EMBEDDED ELECTRICITY & WATER

Motion 16: “That the Owners Corporation RESOLVE to enter in to a contract for a period of 2 years commencing 15 November 2023 with Origin Energy for the supply of embedded electricity and gas.”

Motion Carried by Unanimous Resolution

Meeting Closure

There being no other business, the meeting was called to a close at 3:00pm.

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 16075

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum

decision or decisions were made— 15th February 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]

Date of decision	Full text of reduced quorum decision
15 th February 2024	Annual General Meeting Minutes Attached

A4 **Owners corporation declaration**

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

.....[23rd February 2024]
[Affix owners corporation seal in accordance with the corporation articles]



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

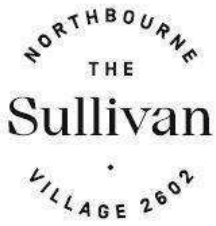
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



‘The Sullivan’
349 Northbourne Avenue, Lyneham, ACT, 2612
2024 ANNUAL GENERAL MEETING MINUTES

Held online via Zoom on the 15th February 2024 at 5:00pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 5, 29, 32, 50, 51, 54, 60, 63, 65, 70, 71, 76, 82, 107, 126, 128, 133, 135, 138, 140, 142, 155, 167, 170, 171, 172, 173, 174, 175, 176.

Proxies: Representative for Lot: 100

Absentee Voting Forms: Nil.

Apologies: Nil.

Director Mark Terracini welcomed members of the Owners Corporation to the Annual General Meeting and introduced Ms Ysabella Gills as the direct Strata Manager for The Sullivan complex. Mr David Grady (Director) and Ms Bobbie O’Leary (Building Manager), from Grady Strata and Facilities were also introduced to the meeting.

MEETING FORMALITIES

ITEM 1 – APPOINTMENT OF CHAIRPERSON

Motion 1: *“That the Owners Corporation appoint an interim Chairperson for the purpose of chairing the First Annual General Meeting.”*

Motion Carried

The meeting agreed to appoint Mr Michael Prendergast (Alumna Property Pty Ltd) as Chairperson for the purpose of chairing the First Annual General Meeting.

MINUTES

ITEM 2 – ADOPTION OF MINUTES

To receive and adopt the minutes of the Inaugural General Meeting held on the 15th of November 2023.

Motion 2: *“That the Owners Corporation adopt the 2023 Inaugural General Meeting Minutes as provided.”*

Motion Carried

INSURANCE

ITEM 3 - INSURANCE

Motion 3: *“That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee.”*

Motion Carried

The meeting noted that the ongoing insurance claim regarding the recent water ingress is progressing and Grady Strata is to have a scope of works from the insurance assessor shortly. An Owner who was affected by the water ingress enquired as to how possible building defects are going to be differentiated from the damage incurred by the water ingress. The meeting noted that whatever damage or defect is not within the scope of works provided by the insurance assessor, can be brought to the attention of JWLand as a possible defect for rectification.

FINANCIAL STATEMENTS AND REPORTS

ITEM 4 – FINANCIAL STATEMENTS AND AUDIT

Motion 4: *“That the Owners Corporation authorise the Manager to have the financial statements audited, with a view to having the audited financials presented at the next Annual General Meeting for consideration.*

Motion Carried

Motion 5: *“That the Owners Corporation adopt the financial statements as presented.*

Motion Carried

SINKING FUND FORECAST REPORT

ITEM 5 – SINKING FUND FORECAST REPORT

Motion 6: *“That the Owners Corporation agree to obtain a Sinking Fund Forecast Report to be approved and accepted by the Executive Committee.”*

Motion Carried

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 6 – EXECUTIVE COMMITTEE ELECTION

Motion 7: *“That the Owners Corporation agree to create 3-7 Executive Committee Positions and appoint D. Gbel (Lot 100), Z. Qiang (Lot 71), A. Mickle (Lot 51), I. Gurney (Lot 70), C. Tran (Lot 133), R. Bittner (Lot 135) and M. Prendergast, to stand as Executive Committee members until the next Annual General Meeting”.*

Motion Carried

The meeting noted Mr Michael Prendergast is representing Alumuna Property Pty Ltd, JWLand's unsold properties.

ITEM 7 – DELEGATIONS

The meeting noted that the only authorisations, delegations, or appointments in force are under contract with Grady Strata, with a copy of the Grady Strata contract available on request.

BUILDING MAINTENANCE ITEMS

ITEM 8 – ONGOING MAINTENANCE

The meeting noted that Ms Bobbie O'Leary is the onsite Building Manager for The Sullivan. The meeting was advised that Grady Strata is working with the developer to implement maintenance contracts across the complex, and that the bin movements are being investigated by Building Management to ensure The Sullivan bins are collected appropriately.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed the ongoing provision of fire maintenance at The Sullivan, with routine fire maintenance being undertaken with O'Neil and Brown Fire Services in accordance with the relevant Australian Standards.

The meeting noted that Owners with one-bedroom units, which are installing doors to their study areas are not meeting Australian Standards and that this addition is not compliant and will need to be rectified by those Owners.

ITEM 10 – ONGOING DEFECTS

The meeting noted that Owners should have received their Defect Liability Manager (DLP) Login details to permit Owners to lodge any possible unit defects. The meeting was advised that Grady Strata undertakes the lodging of any common area defects on behalf of the Owners Corporation.

The meeting also noted that Grady Strata is to handle all communications to Owners and Tenants regarding impending maintenance, such as the ongoing insurance claim.

GENERAL BUSINESS

ITEM 11 – GENERAL BUSINESS

ACCESS CONTROL

An Owner raised their concern over the programming of the access control system in the event of an emergency. The meeting noted that in the event of an emergency such as a fire, the access control shuts off to ensure that the emergency services have access to the common area.

The meeting noted an Owner's concern regarding the timer of the emergency lights in the fire stairs. The meeting was advised that Building Management will be investigating this further and altering the sensor timing, if appropriate.

The meeting also noted that the external gates to the ground floor common property area are left unlocked due to fire egress reasons. Owners raised concern over the safety aspect of this matter. The meeting noted that Grady Strata in consultation with the Executive Committee will be investigating the implementation of access control on the outside of the gate, so emergency egress is still available, but access control is required to get into the common courtyard area.

REPORTED DEFECTS

An Owner raised their concern over their flooring in their unit. The meeting noted that any potential defects are to be raised with the developer via the DLP Manager. The meeting noted that Owners have 12-months to raise their defects with JWLand.

BASEMENT AREA

An Owner raised concern over the basement carpark area and put forward the item of installing mirrors. The meeting noted that Grady Strata has already raised this matter with JWLand, and that they are going to install mirrors in the basement area.

The meeting also noted that it may be possible to install a mirror in the garage entryway from De Burgh Street, however, this requires further investigation to confirm.

The meeting also noted issues with Visitor Parking and noted that this will be placed on the agenda for the first Executive Committee meeting for discussion.

The meeting discussed the roller door entry timer, noting that the door is shutting around 3:00pm on Sundays. The meeting noted that the roller door to the visitor parking area should be open from 7:00am to 7:00pm every day. The meeting was advised that Grady Strata will investigate this with contractor Capital Doorworks.

COMMON AREAS

An Owner raised concern regarding a fire door in the South Tower on Level 8. The Owner advised the meeting that this door is quite difficult to open. The meeting was notified that Grady Strata is to check this door when next onsite to ensure that egress is possible.

The meeting also noted the matter regarding trades and communication onsite and noted that this will be placed on the agenda for the first Executive Committee meeting for discussion.

The meeting noted that there were several concerns raised over the volume of the elevator buttons. The meeting was advised that Grady Strata will raise this with OTIS when they are next onsite to perform their regularly scheduled maintenance.

An Owner raised concern regarding general noise disturbances after hours. The meeting noted that if Owners are aware of which unit is making noise, that having a friendly conversation with their neighbour is the first port of call. However, if this continues, please contact the Strata Manager to determine next steps to address noise concerns.

Meeting Closed at 6:06pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 10 April 2024 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel, Z. Qiang, A. Mickle, R. Bittner and C. Tran.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities –Mark Terracini (Director), Ysabella Gills (Strata Manager) and Bobbie O'Leary (Building Manager).

APOLOGIES: I. Gurney and M. Prendergast.

2. Committee Appointments

2.1 The Committee **agreed** to appoint Ms. R. Bittner at Chairperson and Treasurer.

The Committee **agreed** to appoint Ms. D. Gbel as Secretary.

3. Committee Roles and Responsibilities

3.1 The Committee **noted** the 'Roles and Responsibilities' Document provided by Grady Strata.

3.2 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

4. Strata Manager

4.1 The Committee **noted** the financial reports provided by Grady Strata.

There was discussion regarding lots in arrears, specifically those units still owned by JWLand. **Action:** Grady Strata to follow up units in arrears and confirm that information is received when units have been settled to ensure that levies are passed onto the correct recipient.

4.2 The Committee **approved** the General Meeting package regarding the change in Units Plan. The meeting noted that the reason for holding the general meeting is to register the Bachelor Flats (Units 170 -176) that have now completed construction, with the ACT Government.

There was also discussion concerning the approvals of erections and alterations at The Sullivan. The Committee **approved** submitting a new rule to the Owners Corporation regarding approvals. There was also discussion concerning Fit-Out Guidelines for The Sullivan Complex. **Action:** Grady Strata to ensure that these guidelines are present in the House Rules.

If any Owner would like a copy of the House Rules, please email office@gradystrata.com.au

Out of Office: Upon consulting with legal counsel representing the Developer, Grady Strata was advised that alterations to the units plan have already been lodged, negating the necessity for a general meeting as initially anticipated.

Additionally, it was suggested to the Committee by Grady Strata to keep to the original rule that the Owners Corporation review and approve only larger structural changes. However, the Executive Committee will remain responsible for approving smaller, non-structural alterations, which has examples outlined in the House Rules, such as the rule for Window Treatments. This approach aims to streamline the approval process while ensuring appropriate oversight and adherence to The Sullivan's community guidelines.

4.3 The Committee **approved** Unit 504's pet application.

The Committee **discussed** Pet approvals at The Sullivan. The Committee **agreed** to have Owners send in a picture of their pets along with a completed pet application form. **Action:** Grady Strata to facilitate this item.

4.4 The Committee **approved** QS Solutions quotation of \$3,300 + GST. The committee noted that a Sinking Fund Forecast is legislatively required for each Units Plan.

5. Building Manager

5.1 The Committee **noted** the Building Manager's Report provided by Bobbie O'Leary.

The Committee **discussed** the carpark entry door and visitor parking at The Sullivan. The Committee **noted** that it is an ACT requirement to have access to public car parking, as per advice from Ms. Gbel. The visitor parking area is to remain open from 7am to 7pm each day, with the Building Manager to monitor the area when onsite.

The Committee **agreed** to hold quarterly bulky waste collections for the complex. This is a free service provided by ACT NoWaste. **Action:** Grady Strata to action this item.

The Committee **discussed** the matter of EV Charging in the basements. The Committee **agreed** that the owners should not be using common property power to charge their vehicles and **agreed** to pursue quotations for lockable covers to place on the power points in the basement. **Action:** Grady Strata to facilitate this item.

5.2 The Committee **discussed** the quotations provided for pest control. The Committee **agreed** to revise these quotations to 6 monthly and annual costs as well as adding to the scope of works to control the pigeons in the basement area. **Action:** Grady Strata to facilitate this item.

5.3 The Committee **noted** the hygiene quotations to place a sanitary bin in the gym, as well as install air freshener dispensers near the bin chute openings on each level. The Committee **agreed** to revise the quotations in order to compare the services provided. **Action:** Grady Strata to facilitate this item.

5.4 The Committee **discussed** the current cleaning contract at The Sullivan. It was **agreed** to provide the amended cleaning scope regarding the bin emptying to Fairy Cleaning for review and amendment of the quote previously provided. **Action:** Grady Strata to facilitate this item.

5.5 The Committee **agreed** to engage Corporate Gardens in a two-year contract. The Committee **noted** that the scope will need to be re-issued to include the heritage area. **Action:** Grady Strata to facilitate this item.

The Committee **agreed** to pursue quotes to plant ground cover around the Sullivan Creek catchment area. **Action:** Grady Strata to facilitate this item.

5.6 The Committee **discussed** the access control in the basement area. The meeting **noted** that a cover for the button to access the visitor parking area from the resident parking area will be pursued.

5.7 The Committee **noted** that Fairy Cleaning has advised that there is currently a lot of bird activity in the basement, resulting in waste build up. The Committee **agreed** to place bird management in the 6 monthly pest control quotation. **Action:** Grady Strata to facilitate this item.

The Committee also **noted** that some residents may be feeding the birds around the complex. **Action:** Grady Strata to send communication to Residents advising to not feed the birds.

5.8 The Committee **noted** the quotation for the quarterly maintenance of the gym equipment. The Committee **agreed** to obtain a revised quotation for 6-monthly and annual maintenance for the gym equipment.

6. General Business

6.1 The Committee **discussed** parcel collection at The Sullivan. There was discussion around residents' concerns regarding recently stolen parcels. The Committee **noted** that the only way to securely receive parcels is for residents to sign for the package, or pick packages up at the nearest Australia Post Office or secure collection box. The meeting **noted** Owners are responsible for the management of their own parcel collection.

6.2 The Committee **noted** that the recent insurance claim at The Sullivan was not a JWLand/Builder Defect. The Committee **agreed** to reiterate this to Owners as well as advise that approval needs to be sought from the Committee prior to commencement of work. If any structural changes are wanting to be made by an Owner, this needs to be approved by the Owners Corporation as per the House Rules. **Action:** Grady Strata to facilitate this item.

7. Next Meeting

7.1 The Committee **agreed** for the next meeting to be held on Wednesday the 15th of May at 4:00pm at the De Burgh Sales Gallery G09, 253 Northbourne Avenue, Lyneham.

Meeting Closed: 5:08PM

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 15 May 2024 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel, Z. Qiang, A. Mickle, R. Bittner and C. Tran.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Ysabella Gills (Strata Manager)

APOLOGIES: I. Gurney and M. Prendergast.

2. Committee Roles and Responsibilities

2.1 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

3. Strata Manager

3.1 The Committee **noted** the financial reports provided by Grady Strata.

There was discussion regarding the budget for the cleaning at the complex. The Committee **agreed** to look into getting this scope of work revised so the Owners Corporation is only being charged for what was originally scoped during the tender evaluation. **Action:** Grady Strata to facilitate this item.

3.2 The Committee **discussed** the Visitor Parking at the complex. The Committee **noted** that the building was not designed for all day public parking and to combat this issue, the main roller doors are to be opened from 10am to 4pm each day as a trial, to see if this alleviates the current parking situation. **Action:** To minimise the cost of this undertaking, Grady Strata is to organise this change with other work around the complex.

The Committee **discussed** the possibility of having the garage door closed at all times. For this to occur, an intercom system would need to be installed so visitors are able to be let into the parking area. As this is a costly endeavour, the Committee **agreed** to pursue quotes and inform the next budget with these figures.

3.3 The Committee **noted** the correspondence from residents regarding the safety of vehicles entering and exiting the car park. There was discussion regarding the horseshoe driveway and how the left-hand side of the driveway is to be kept clear for the waste collection by Veolia.

The Committee **agreed** to send out a communication piece to occupants and place signs in the foyer to assist with ensuring that residents use the correct side of the driveway. This will assist with keeping residents safe around the carpark area.

4. Building Manager

4.1 The Committee **noted** the Building Manager's Report provided by Building Manager Bobbie O'Leary.

4.2 The Committee **approved** the hygiene proposal from Spec Services for a sanitary bin to be placed in the Gym Bathroom which is to be serviced every 4 weeks. These works also include the installation of air fresheners at the entrance to each bin chute door.

4.3 The Committee **noted** Corporate Gardens' request to meet onsite with members in order to put forward some recommendations for the gardens at The Sullivan. The Committee **agreed** to meet onsite. **Action:** Grady Strata to organise the meeting.

4.4 The Committee **approved** the quotation provided by Rentokil for ongoing pest control at The Sullivan complex.

4.5 The Committee **discussed** the gym equipment maintenance quotation and acknowledged that there should be a warranty on the equipment. There was discussion regarding contacting the manufacturer and obtaining advice on the servicing schedule for the equipment. **Action:** Grady Strata to facilitate this item and report back to the Committee for decision.

4.6 The Committee **noted** that the skylight located on the roof of Building B has been installed with the correct certification.

4.7 The Committee **approved** the quotation from J2 Electrical to install lockable covers for the electrical outlets located in the basement.

5. General Business

5.1 The Committee **discussed** the feedback provided by residents regarding the recent correspondence that was sent out to Owners regarding the water ingress insurance claim that occurred on the 30th of January 2024.

The Committee **noted** that the event did not compromise the structural integrity of the complex and if Owners have any further questions, to please get into contact with Grady Strata.

5.2 The Committee **discussed** the access control for the heritage building and whether those residents have access to the waste areas. **Action:** Grady Strata to follow this up with JWLand.

6. Next Meeting

6.1 The Committee **agreed** for the next meeting to be held on Wednesday the 10th of July at 4:00pm at the De Burgh Sales Gallery G09, 253 Northbourne Avenue, Lyneham.

Meeting Closed: 4:38PM

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 10 July 2024 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel, Z. Qiang, A. Mickle, R. Bittner, and C. Tran.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Ysabella Gills (Strata Manager) and Bobbie O'Leary (Building Manager)

APOLOGIES: I. Gurney and M. Prendergast.

2. Committee Roles and Responsibilities

2.1 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

3. Confirmation of Minutes

3.1 The Committee **confirmed** the minutes of meeting held on the 10th of April 2024.

3.2 The Committee **confirmed** the minutes of the meeting held on the 15th of May 2024.

4. Strata Manager

4.1 The Committee **noted** the financial reports provided by Grady Strata.

Ms Gbel enquired about the Status Certificate Fees that are outlined in the budget.

Action: Grady Strata to provide further information to the Committee for their records.

4.2 The Committee **agreed** to revise the garage entry and exit driveway. The new driveway directional instructions will ask residents to please use the left-hand side of the driveway to enter the garage and exit via the right-hand side of the driveway. This is to assist with mitigating possible accidents. The left-hand side of the driveway will still be utilised for waste collection; however, this should not have an adverse impact on traffic flow. **Action:** Grady Strata to communicate this action to residents.

The Committee also **agreed** that the current driveway timings for the main garage door are to be altered to 8am to 4pm in line with resident feedback. This will remain as a trial run to ensure that there is sufficient Visitor Parking available for use.

There was discussion regarding the ongoing cleaning at the complex. The Committee **agreed** to engage Fairy Cleaning for one year, noting that the scope of works has been altered to include the cleaning of the rubbish chute landings. **Action:** Grady Strata to facilitate this item.

4.3 The Committee **discussed** various applications for privacy screens at The Sullivan. It was **agreed** that a privacy screen policy needs to be created to assist with continuity and adhere to the aesthetics and standards of the complex. **Action:** Grady Strata to draft a policy for privacy screens to present to the Committee out of session. Once this is approved, it is to be presented to residents to assist them with their applications.

4.3.1 The Committee **approved** Unit 104's application for a smart lock on their door, on the condition that it is fire rated and will not impede fire egress. **Action:** Grady Strata to follow this item up with the Owner.

4.3.2 The Committee **rejected** Unit G04's application due to the absence of a privacy screen policy. This will be revisited once the policy is put in place.

4.3.3 The Committee **rejected** Unit 504 application due to the absence of a privacy screen policy. This will be revisited once the policy is put in place.

4.3.4 The Committee **rejected** Unit G05 application due to the absence of a privacy screen policy. This will be revisited once the policy is put in place.

4.3.5 The Committee **rejected** Unit G08 application due to the absence of a privacy screen policy. This will be revisited once the policy is put in place.

4.3.6 The Committee **approved** Unit 613's application to tint their windows, on the condition that this is a grey tint that is non-reflective. **Action:** Grady Strata to follow this item up with the Owner.

4.4 The Committee **noted** the two quotations received for the independent defect report. The Committee **agreed** to defer the decision until COB Tuesday the 16th of July so further consideration can be made.

4.5 The Committee **noted** resident feedback concerning the restraining of pets in apartment complexes. There was discussion regarding the ACT legislation surrounding the restraining of pets.

5. Building Manager

5.1 The Committee **noted** the Building Manager's Report provided by Building Manager Bobbie O'Leary.

The Committee **agreed** to put in place recommendations by the Building Manager, which includes placing signage up at the foyers regarding packages, the purchasing of a pressure washer extension and hose to mitigate costs for waste room bin cleaning. This also includes the purchasing of self-closing hinges for the courtyard side gates and B1 storage cage room.

5.2 The Committee **approved** the quotation from Pacific FM regarding the servicing of the HVAC assets onsite.

5.3 The Committee **discussed** the ongoing matter of parcel theft at the complex and **agreed** to proceed with the Building Manager's recommendation to place up further notices regarding package collections. The Committee **wishes** to remind Owners that the security of their parcels is the Owner's responsibility.

5.4 The Committee **agreed** to change the Garage Door timings to open from 8am to 4pm Monday to Friday to accommodate resident feedback.

5.5 The Committee **approved** Rentokil's quotation for pest bird management services in the basement areas.

5.6 The Committee **agreed** to send out correspondence to Owners regarding the locking of their storage cages to accommodate resident feedback. The Committee **noted** that is not a building defect.

6. General Business

6.1 The Committee **approved** to issue a Rule Infringement Notice to Lot 30.

7. Next Meeting

7.1 The Committee **agreed** for the next meeting to be held on Tuesday the 27th of August at 4:00pm at the De Burgh Sales Gallery G09, 253 Northbourne Avenue, Lyneham.

Meeting Closed: 4:59PM

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 27 August 2024 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel, A. Mickle, R. Bittner, and C. Tran.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Ysabella Gills (Strata Manager) and Bobbie O'Leary (Building Manager)

APOLOGIES: I. Gurney, M. Prendergast, and Z. Qiang.

2. Committee Roles and Responsibilities

2.1 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

3. Confirmation of Minutes

3.1 The Committee **confirmed** the minutes of meeting held on the 10th of July 2024.

3.2 The Committee **noted** the previous discussion concerning the restraining of pets on common property and agreed to send further correspondence to Owners. **Action:** Grady Strata to facilitate this item.

4. Strata Manager

4.1 The Committee **noted** the financial reports provided by Grady Strata.

4.2 The Committee **approved** the quotation for a Defect Report from Leo & Associates for \$18,500 + GST. The Committee **noted** that Mr Z. Qiang previously expressed that he would like his unit inspected as part of the defect report. **Action:** Grady Strata to facilitate this item.

4.3 The Committee **agreed** to put in place a privacy screen policy to ensure that additions to the building present a uniform aesthetic to the building. This will be put forth at the next Annual General Meeting for Owners to agree upon.

4.4 The Committee **noted** resident's feedback regarding sending out correspondence regarding the opportunity for residents to receive a concession for their energy. **Action:** Grady Strata to send out further information to Owners.

4.5 The Committee **acknowledged** the correspondence from Lot 155 concerning their parking situation. After careful consideration, the Committee **resolved** that the Owner is permitted to utilise one of the Visitor Parking spots as necessary to accommodate their medical needs. However, the Committee also **noted** that no alternative parking arrangements are available at this time.

4.6 The Committee **acknowledged** the necessity for further repairs to the main garage door, including the replacement of the motor. The Committee **approved** MSR Electrical's quote for the motor at a cost of \$2900 + GST.

Consequently, the Committee **resolved** to lodge an insurance claim to cover the costs associated with the motor, garage door shutter, and security measures.

Action: Grady Strata is to contact BAC Insurance Brokers to initiate the claim process.

5. Building Manager

5.1 The Committee **noted** the Building Manager's Report provided by Building Manager Bobbie O'Leary.

5.2 The Committee **approved** the amended agreement presented by Fairy Cleaning for ongoing cleaning services at the complex. This agreement is for the current financial year.

5.3 The Committee **approved** Chute Clean's quotation for the cleaning of the waste chutes at the complex for \$2,700 + GST.

The Committee **noted** that there is equipment maintenance for the chutes and noted that Ms Gbel will be enquiring with JWLand in regards to warranty information for the chute and chute doors.

The Committee **deliberated** on the warranty information pertaining to all assets located onsite. Ms. Gbel requested that all warranty documentation held by Grady Strata be forwarded to her. This will enable her to provide comprehensive information from JWLand to ensure that the assets are maintained in accordance with the warranty provisions.

5.4 The Committee **resolved** to procure an additional 140L red garbage bin and a 240L yellow recycling bin for the bachelor flat units. This measure is intended to prevent overflow and unauthorised dumping in the area. The bins will be designed to be lifted into the larger garbage bins for collection. Furthermore, the task of moving the bins will be incorporated into the scope of works for Fairy Cleaning.

5.5 The Committee **deliberated** on the current CCTV situation in the basement, taking into account the feedback from residents. It was **resolved** that the Committee would engage with the existing access control provider, SupaTech, through JWLand, to request a proposal for the installation of three additional cameras covering the basement driveway to enhance security. Furthermore, the Committee **resolved** to explore the possibility of granting the Building Manager immediate access to the CCTV system. This measure aims to ensure that, in the event of an emergency, CCTV footage can be promptly provided to the appropriate authorities without the need to contact SupaTech.

The Committee also **agreed** that if the additional proposal cannot be sought through SupaTech, that the quotation from ICU Cameras for the installation of 3 additional cameras should be **approved** at a cost of \$4,985.

5.6 The Committee **agreed** to pursue obtaining quotations to paint a mural on the wall that is parallel to the Sullivan's Creek catchment area. This is to assist to combat the current graffiti that is in the area.

5.7 The Committee **discussed** the Wifi provision in the Gym, taking into consideration the feedback received from residents. After thorough deliberation, the Committee **resolved** not to install any additional Wifi equipment in the gym. It was noted that smartphones are equipped with emergency call buttons, which can be utilised in case of emergencies. Furthermore, the Committee **approved** the installation of an additional access card reader to enhance security measures for accessing the gym area.

6. Next Meeting

6.1 The Committee **agreed** for the next meeting to be held on Tuesday the 15th of October at 4:00pm at the De Burgh Sales Gallery G09, 253 Northbourne Avenue, Lyneham.

Meeting Closed: 5:04PM

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 16075

A2 General meeting

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

Date of decision	Full text of reduced quorum decision
11 December 2024	Annual General Meeting Minutes Attached

A4 Owners corporation declaration

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

.....[17 December 2024]
[Affix owners corporation seal in accordance with the corporation articles]



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

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).



2024 ANNUAL GENERAL MEETING
‘The Sullivan’
349 Northbourne Avenue, Lyneham, ACT, 2612
ANNUAL GENERAL MEETING MINUTES

Held online via Zoom on the 11th December 2024 at 5:00pm. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present: Representatives for Lots: 1, 5, 19, 25, 51, 71, 78, 100, 133, 135, 138, 155

Proxies: Representatives for Lots: 29, 63, 126, 140, 142, 167, 172, 173, 176

Absentee Voting Forms: Nil.

Apologies: Nil.

Strata Manager Ms Ysabella Gills welcomed members of the Owners Corporation to the December 2024 Annual General Meeting. Ms Bobbie O’Leary was also introduced to the meeting as The Sullivan’s former Building Manager. It was noted that Mr Brad Elliss is now the current Building Manager for the complex, as Ms O’Leary has transitioned into alternate duties.

An Owner highlighted that there had been no action taken regarding the security of the courtyard area. The meeting was advised that Grady Strata and the Executive Committee had sought quotes to install Access Control in that area, noting that the area is a point of emergency egress. However, the Committee declined the quotation due to budgetary constraints. The meeting noted that this matter will be revisited with the new Executive Committee in 2025. During the meeting, it was noted that an Owner has requested the installation of security gates in the courtyard area. This request will be further investigated to determine its feasibility and potential implementation.

The meeting also discussed the privacy screen policy that the Committee had put forward in the AGM Package. An Owner raised concerns over the definition of privacy screens, while another Owner raised concerns over how these screens are to be erected on balconies and in ground floor courtyards. The meeting noted that these concerns will be discussed further while considering the motion.

An Owner raised the issue of graffiti on the wall adjacent to Sullivan’s Creek. The meeting was advised that the Executive Committee is in the process of obtaining quotes to have a mural painted on that wall as a measure to mitigate graffiti tagging. It was noted that the approximate cost for this endeavour has been included in the general Administrative Budget, amounting to approximately \$10,000.

MINUTES

ITEM 1 – ADOPTION OF MINUTES

Motion 1: “That the Owners Corporation adopt the 2024 First Annual General Meeting Minutes as provided.”

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2 – FINANCIAL STATEMENTS

Motion 2: “That the Owners Corporation adopt the audit from Hardwickes and note the requirement for audit of the 2023/24 financial statements, subject to non-adverse outcomes.”

Motion Carried

Motion 3: “That the Owners Corporation adopt the financial statements for the financial year ended 31 October 2024.”

Motion Carried

SINKING FUND PLAN

ITEM 3 – SINKING FUND PLAN UPDATE

Motion 4: “That the Owners Corporation adopt QS Solutions Sinking Fund Plan as provided with the December 2024 Annual General Meeting Package.”

Motion Carried By Special Resolution

2024/2025 BUDGET

ITEM 4 – GENERAL ADMIN BUDGET

Motion 5: “That the Owners Corporation adopts an administrative budget of \$481,154.91 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 11 January 2025, 1 April 2025, 1 July 2025 and 1 September 2025.”

Motion Carried

ITEM 5 – SINKING FUND BUDGET

Motion 6: “That the Owners Corporation adopts the proposed Sinking Fund expenditure budget of \$22,880 (plus GST) and that a contribution of \$213,772 (plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 11 January 2025, 1 April 2025, 1 July 2025 and 1 September 2025.”

Motion Carried

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 6 – EXECUTIVE COMMITTEE ELECTION

Motion 7: *“That the Owners Corporation agree to create 3-7 Executive Committee Positions and appoint D. Gbel (Lot 100), R. Bittner (Lot 135), A. Mickle (Lot 51), J. Hogbin (Lot 1), Z. Qiang (Lot 71) and C. Tran (Lot 133) to stand as Executive Committee members until the next Annual General Meeting”.*

Motion Carried

ITEM 7 – DELEGATIONS

The meeting noted that the only authorisations, delegations, or appointments in force are under contract with Grady Strata, with a copy of the Grady Strata contract available on request.

BUILDING MAINTENANCE ITEMS

ITEM 8 – ONGOING MAINTENANCE

The meeting noted that Mr Brad Elliss is the onsite Building Manager for The Sullivan. The meeting was advised that Grady Strata is working with the Executive Committee to implement maintenance contracts across the complex now that the Defect Liability Period has ended with the developer.

The meeting addressed the issue of bird waste at the complex. It was noted that a quote has been accepted for the installation of bird spikes on the façade entrances to prevent birds from nesting in these areas. An Owner raised a concern that bird waste is also originating from the roof area. The meeting acknowledged this issue and noted that further investigation will be conducted to determine the appropriate next steps.

Additionally, an Owner brought up the issue of bird waste in the basement. The meeting noted that a car park and carpet cleaning has been scheduled with Fairy Cleaning for the end of February 2025. This cleaning will assist to target the areas affected by bird waste in the basement.

ITEM 9 – FIRE SAFETY REVIEW

The meeting discussed the ongoing provision of fire maintenance at The Sullivan, with routine fire maintenance being undertaken with O’Neil and Brown Fire Services in accordance with the relevant Australian Standards.

ITEM 10 – ONGOING DEFECTS

The meeting noted that the Executive Committee engaged Leo & Associates to undertake a comprehensive building defect report. This report has been submitted to JWLand for their review and comments. Grady Strata will be following up with JWLand to ascertain the timeframe for their feedback. Owners were informed that the defect report is accessible on the Owners Portal SMATA and can also be requested from the Grady Strata Office.

INSURANCE

ITEM 11 - INSURANCE

Motion 8: *“That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee.”*

Motion Carried

An Owner inquired about the specifics of the body corporate insurance coverage, following a recent insurance claim related to a fire sprinkler discharge incident on the 30th of August. The meeting noted that the Product Disclosure Statement from CHU can be requested from Grady Strata and will also be made available on the Owners Portal. Owners with any questions regarding the body corporate insurance are encouraged to contact their Strata Manager, Ms Ysabella Gills.

RULE ADDITION

ITEM 12 – ADDITIONAL HOUSE RULE – PRIVACY SCREENS

Motion 9: *“That the Owners Corporation agree, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules and agree to adopt the New Rule 4 (4) as follows and adopt the Privacy Screen Policy as provided.”*

4 Erections and Alterations

(4). In keeping with uniformity and appearance, privacy screens are required to blend into The Sullivan’s general aesthetic and adopt a grey or neutral-coloured look. Any screen put forward that does not adopt this appearance will not be approved by the Executive Committee.

Motion Rescinded

The meeting discussed the privacy screen policy and additional rule, including definitions and considerations on how these screens will be erected on balconies and courtyard areas. The meeting decided that the motion would be rescinded and not voted on at this time. Mr. J. Hogbin volunteered to provide additional information regarding the privacy screen policy, which will be presented at a subsequent meeting for Owners to vote on.

GENERAL BUSINESS

ITEM 13 – GENERAL BUSINESS

An Owner raised a concern regarding the use of the visitor parking area by tradespeople. It was noted that the visitor garage is open from 8am to 4pm to help mitigate the use of the parking by non-visitors, acknowledging that parking is challenging to police in unit complexes. An Owner inquired whether the tradespeople from JWLand working on the De Burgh complex were using the visitor parking. Ms. Di Gbel advised the meeting that those trades have their own allocated parking onsite. Should JWLand require access to the Sullivan, they have one fob that grants them entry to the building to perform necessary works. Owners were advised that if they believe this privilege is being abused in any way, they should contact the Strata Manager to bring this to JWLand’s attention.

Meeting Closed at 6:07pm

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 6th February 2025 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance and Appointment of Committee Positions

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel, A. Mickle, R. Bittner, J. Hogbin, and C. Tran.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Ysabella Gills (Strata Manager)

APOLOGIES: B. Elliss (Building Manager) and Z. Qiang.

The Committee **agreed** to appoint Ms Allana Mickle as Chair.

The Committee **agreed** to appoint Ms Robyn Bittner as Treasurer.

The Committee **agreed** to appoint Ms Di Gbel as Secretary.

2. Committee Roles and Responsibilities

2.1 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

3. Confirmation of Minutes

3.1 The Committee **confirmed** the minutes of meeting held on the 27th August 2024.

The Committee **noted** that the minutes from the August should be available to all Owners via the SMATA Portal. **Action:** Grady Strata to ensure that these have been uploaded to the portal.

4. Strata Manager

4.1 The Committee **noted** the financial reports provided by Grady Strata.

4.2 The Committee **reviewed** the Screen Policy proposed by Mr. J. Hogbin. It was **agreed** that the Strata Manager should examine the policy and provide any necessary recommendations. **Action:** Grady Strata to review the Screen Policy with the Committee.

4.3 The Committee **noted** the feedback from residents regarding the lights on the Northbourne Avenue side of the complex, which are shining into apartments. The Committee **decided** to either cover or re-angle the lights to prevent them from shining into apartments. **Action:** Grady Strata to facilitate this adjustment.

4.4 The Committee **acknowledged** the feedback from residents concerning safety in the gymnasium. The Committee **noted** that placing an access card reader was too costly and challenging to undertake.

The Committee **agreed** to investigate the installation of CCTV outside the gym door in the basement area and to obtain quotes for an emergency alert button within the gym. **Action:** Grady Strata to obtain quotations for these items and present them to the Committee for consideration.

5. Building Manager

5.1 The Committee **acknowledged** the Building Manager's Report presented by Brad Elliss. It was **agreed** to install additional convex mirrors and 5km/h signs in the basement to enhance safety.

5.2 The Committee **discussed** recent incidents of break-ins into storage cages in the basement. Rather than installing additional CCTV, the Committee **decided** to pursue a larger project that will require approval at the Annual General Meeting (AGM).

The Committee **agreed** to obtain quotations for installing an access control point on the driveway before the visitor parking area, allowing vehicles to enter and exit via fob swiping. Additionally, the Committee is exploring the possibility of installing an intercom system for visitors to gain access to the visitor parking area in the basement. **Action:** Grady Strata to investigate these options further and report back to the Committee.

The Committee also **agreed** to investigate programming fobs to provide access only to the visitor car park area to prevent unauthorised access to the resident parking and storage cage areas. **Action:** Grady Strata to report back on this matter as well.

The Committee also **agreed** to place signage in the bike area to advise residents to park their bicycles at their own risk.

5.3 The Committee **declined** the quote from Artist John Voir for a mural on the graffiti-covered wall. Instead, the Committee **decided** to seek advice from Corporate Gardens on planting mature hedges along the wall to cover the graffiti and prevent further incidents. **Action:** Grady Strata to follow up with Corporate Gardens on this matter and obtain advice.

5.4 The Committee **approved** the quotation from Vertical Rope Access for a building clean, provided it includes cleaning the balustrades and concrete landings to remove bird waste. This is at cost of \$16,896 Inc GST.

5.5 The Committee was **advised** of several bird mitigation measures implemented at The Sullivan. Bird spikes have been installed by Rentokil on several concrete landings. However, the Committee **acknowledged** correspondence from Grady Strata indicating that Rentokil contractors did not follow necessary safety precautions while performing the work. The Committee **agreed** to withhold payment to Rentokil until they provide evidence of safe work practices. For larger projects, Building Manager Brad Elliss will be present onsite to oversee the work.

5.6 The Committee **noted** residents' feedback regarding access control in the common courtyard gate area. The Committee **reviewed** and **declined** the quotation from Supatech for this work. The Committee **discussed** that Owners of ground floor apartments are permitted to change the locks on their gates, provided the new locks are fire-rated and allow for proper emergency egress. Owners are advised to consult with licensed locksmiths to ensure compliance with fire rating requirements. For further information, Owners should contact Grady Strata.

6. Next Meeting

6.1 The Committee **agreed** for the next meeting to be held on Tuesday the 8th April at 4:00pm at the De Burgh Sales Gallery G09, 253 Northbourne Avenue, Lyneham.

Meeting Closed: 4:50PM

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 8th April 2025 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel (Secretary), A. Mickle (Chair), and J. Hogbin.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Ysabella Gills (Strata Manager) and Brad Elliss (Building Manager)

APOLOGIES: Z. Qiang, R. Bittner (Treasurer) and C. Tran

2. Committee Roles and Responsibilities

2.1 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

3. Confirmation of Minutes

3.1 The Committee **confirmed** the minutes of meeting held on the 6th of February 2025.

4. Strata Manager

4.1 The Committee **noted** the financial reports provided by Grady Strata.

It was **noted** that several lots are currently in arrears, which constituted around \$82,820. Grady Strata **informed** the Committee that they are actively engaged in debt collection efforts. **Action:** Grady Strata to continue to follow up on lots in arrears.

4.2 The Committee **reviewed and noted** the comments provided by Grady Strata regarding the draft Screen Policy. It has been **agreed** that the colour 'Monument' will be added to the list of approved colours within the policy. **Action:** Grady Strata to facilitate this item.

The Committee **agreed** to upload the draft policy to the Owners Portal. This will allow Owners to review the document in advance of the 2025 Annual General Meeting, scheduled to take place at the end of the year. It is important for Owners to be aware that this policy will not come into effect until it receives approval at a subsequent Annual General Meeting.

The Committee also **discussed** the presence of stickers on residents' windows that can be seen from the internal courtyard. The Committee have instructed Grady Strata to get in touch with those residents to have the stickers removed.

5. Building Manager

5.1 The Committee **acknowledged** the Building Manager's Report presented by Mr Brad Elliss.

The Committee **noted** that the cleaning at the complex has been excellent and for the Building Manager's Report to reflect this sentiment. **Action:** Grady Strata to reflect this feedback in the next Building Manager's Report.

The Committee **discussed** the ongoing issue with pigeons at the complex. Rentokil has previously installed bird spikes on the concrete landings around the complex. However, pigeons are still nesting on the roof. The Building Manager **advised** that bird spikes will be installed on accessible areas of the roof and will provide a quotation for the catching and removal of the pigeons nesting there.

The Building Manager also **advised** the meeting of plans to refresh the timber benches and seating in the internal courtyard. The benches will be sanded and stained to ensure their longevity. Convex mirrors and signs are scheduled to be installed in the basement on Wednesday, April 9th.

5.2 The Committee **reviewed and approved** a quotation from Supatech for the installation of an additional CCTV camera in the basement area. This camera will cover the entrance to the Gym and the pedestrian entrance to the basement. This decision was made in response to resident feedback regarding safety in the Gym. The camera will not monitor inside the Gym but aims to deter unauthorised access to the basement area. The Committee is committed to exploring further options to enhance basement security.

5.3 The Committee **discussed and approved** a quotation from Corporate Gardens for \$650 (including GST) to plant vegetation that will creep up the wall to mitigate graffiti in the Sullivan's Creek Catchment Area. This approval is contingent upon obtaining permission from Access Canberra, as this area is not classified as Owners Corporation land.

5.4 The Committee **discussed** the Leo & Associates Building Defect Report. Ms. Di Gbel informed the meeting that JWLand will provide an update regarding the defect report and will work with Leo & Associates to finalise it. The finalised report will then be made available to Owners.

6. Next Meeting

6.1 The Committee **agreed** for the next meeting to be held on Tuesday the 17th of June at 4:00pm at the De Burgh Sales Gallery G09, 253 Northbourne Avenue, Lyneham and Via Microsoft Teams.

Meeting Closed: 4:36PM

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 17th June 2025 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel (Secretary), A. Mickle (Chair), R. Bittner (Treasurer), Z. Qiang, C. Tran and J. Hogbin.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Ysabella Gills (Strata Manager) and Brad Ellis (Building Manager)

APOLOGIES: Nil.

2. Committee Roles and Responsibilities

2.1 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

3. Confirmation of Minutes

3.1 The Committee **confirmed** the minutes of meeting held on the 8th of April 2025.

There was ongoing **discussion** regarding the installation of a new CCTV camera positioned near the entrance to the gym. The camera has clear visibility of both the gym entrance and the pedestrian access point to the residents' basement parking area. This placement is intended to enhance security coverage across key access zones and ensure improved monitoring of resident and visitor movement.

4. Strata Manager

4.1 The Committee **reviewed** the financial reports submitted by Grady Strata and **noted** that several lots are currently in arrears, amounting to approximately \$14,000. Grady Strata **confirmed** that active debt recovery efforts are underway. The Committee **recommended** that, in addition to email and phone outreach, formal letters be sent to owners of lots with significant outstanding balances to ensure all reasonable steps are being taken to secure payment. **Action:** Grady Strata to continue pursuing payment from lots in arrears, including sending further formal correspondence to those with larger debts.

4.2 The Committee **discussed** the issue of stickers placed on residents' windows that were visible from the internal courtyard. It was **noted** that the affected residents have since removed the stickers, resolving the matter.

4.3 The Committee **acknowledged** that Grady Strata is awaiting a response from Access Canberra regarding approval to plant climbing vegetation along the Sullivan Creek Catchment wall. The intention is to gradually obscure the wall, which has been subject to repeated graffiti. **Action:** Grady Strata to continue following up with Access Canberra until formal approval or guidance is received.

5. Building Manager

5.1 The Committee **acknowledged** the Building Manager's Report presented by Mr Brad Elliss. Key updates included the installation of additional mirrors and speed signage within the basement area, aimed at improving vehicular and pedestrian safety.

Further bird spikes have also been installed around the roof perimeter to deter nesting and reduce bird-related waste on residents' balconies.

Additionally, the Building Manager is actively exploring the transition in waste management services at The Sullivan, engaging with the ACT Government's new contractor, JJ Richards. This initiative may result in cost savings for the complex.

Action: Mr Brad Elliss to continue investigating the waste management change and provide updates to the Committee.

5.2 The Committee **reviewed** a quotation from Security 1 for the installation of a duress button in the gym. Discussion highlighted several concerns, including the logistics of emergency callouts, the potential for false alarms, and the implications of charging residents for non-emergency activations.

To better understand resident interest and support for this initiative, the Committee **agreed** to distribute a survey to all owners.

Action: Committee to issue a survey to gauge owner interest and base the final decision on the survey results.

5.3 The Committee **considered** a quotation from Australia Pest Bird Management for further bird control measures. Due to current budget constraints, it was agreed that this expense would be deferred until the next Annual General Meeting (AGM), at which point an updated quote can be considered and potentially incorporated into the Administrative Fund levies.

Action: Committee to revisit this item during the next AGM.

6. Resident Feedback

6.1 The Committee **discussed** feedback received from the resident of Lot 117 regarding safety concerns in the basement area. It was acknowledged that the recent installation of additional mirrors and signage has contributed positively to safety improvements. The Committee also **considered** the potential implementation of line marking to further enhance visibility and traffic flow; however, no formal decision was made at this time.

Additionally, the Committee **addressed** ongoing issues related to residents parking in visitor spaces rather than their designated lots. Following a brief discussion, it was **agreed** that reminders would be issued to all residents regarding proper parking protocols. The Building Manager will also place notices on vehicles found in violation to help mitigate the issue.

6.2 The Committee **reviewed** correspondence from Lot 27 concerning a noise disturbance. The matter was **acknowledged**, and the Committee **discussed** possible approaches to assist the resident in resolving the issue. It was **agreed** that Grady Strata would draft a response letter for Committee review and approval prior to distribution.

Separately, the Committee **noted** that JWLand is investigating a distinct noise issue at the 351 Northbourne Avenue building. The reported disturbance involves a persistent high-pitched squealing sound, potentially linked to a hydraulic asset. JWLand has conducted an on-site inspection with Cappello Plumbing and a hydraulic consultant to identify the source. Residents experiencing this issue are encouraged to contact JWLand directly and provide a recording of the noise, which may assist in pinpointing its origin and determining appropriate remediation steps.

7. Next Meeting

7.1 The Committee **tentatively agreed** for the next meeting to be held on Tuesday the 26th of August at 4:00pm at the De Burgh Sales Gallery G09, 253 Northbourne Avenue, Lyneham and Via Microsoft Teams.

Meeting Closed: 4:51PM

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on 26th of August 2025 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel (Secretary), A. Mickle (Chair), R. Bittner (Treasurer), and J. Hogbin.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Ysabella Gills (Strata Manager)

APOLOGIES: C. Tran, Z. Qiang and Brad Elliss (Building Manager)

2. Committee Roles and Responsibilities

2.1 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

3. Confirmation of Minutes

3.1 The Committee **confirmed** the minutes of meeting held on the 17th of June 2025.

4. Strata Manager

4.1 The Committee **reviewed** the financial reports submitted by Grady Strata and noted that several lots are currently in arrears, totalling approximately \$26,581. Grady Strata **confirmed** that active debt recovery efforts are ongoing. In addition to email and phone outreach, formal letters have been sent to owners of lots with significant outstanding balances to ensure all reasonable steps are being taken to secure payment.

Action: Grady Strata will continue pursuing payment from lots in arrears.

The Committee also **discussed** the current financial position of the complex and observed that the over-expenditure is primarily due to insurance premiums, which have exceeded the budget by approximately \$20,000. Questions were raised regarding the gardening expenses, which also appear to be higher than expected.

Action: Grady Strata is to provide further clarification regarding the gardening expenditure.

It was **agreed** that a clear explanation of the insurance claims should be included in the 2025 AGM package to ensure transparency and owner awareness.

Action: Grady Strata will assist in obtaining relevant information from BAC Insurance Brokers for inclusion in the AGM documentation.

The Committee **noted** that Grady Strata is currently undertaking the pre-renewal process with BAC Insurance Brokers, with the insurance policy scheduled for renewal in November 2025.

To improve financial oversight, the Committee **requested** a monthly cash flow report from the Strata Manager to help monitor ongoing expenditure at the complex.

Action: Grady Strata to facilitate the preparation and distribution of monthly cash flow reports.

4.2 The Committee **acknowledged** that Grady Strata is awaiting a response from Access Canberra regarding approval to plant climbing vegetation along the Sullivan Creek Catchment wall. Given current restrictions from Access Canberra, the Committee **agreed** to defer this item to the next financial year.

5. Building Manager

5.1 The Committee **acknowledged** the Building Manager's Report presented by Mr Brad Elliss.

It was **noted** that the bird spikes installed by Rentokil have begun to detach from the landings.

Action: Grady Strata will contact Rentokil to arrange a site visit and ensure the spikes are properly reinstalled or repaired as needed.

The Committee also **observed** that the report still indicates that Magnate has not completed their work at the complex, despite previous communication suggesting otherwise.

Action: Grady Strata is to follow up with Magnate to confirm whether all works have been finalised and ensure the Building Manager's Report is updated accordingly for the next meeting.

Additionally, the Committee **discussed** the vegetation along the Sullivan Creek Catchment wall near the BBQ area, noting that some plants have been heavily pruned. The Committee **expressed** a preference for allowing these bushes to grow more freely so they can eventually cover the wall, enhancing the visual appeal of the area.

Action: The Building Manager will speak with Corporate Gardens to explore whether this approach is feasible and, if so, incorporate it into the regular gardening schedule.

The Committee **discussed** ongoing concerns regarding unauthorised parking on the grassed area located outside the Building Manager's office. The Committee explored whether there might be alternative solutions to prevent vehicles from parking in this space.

To determine what options may be available, the Committee **agreed** to first verify the ownership of the land, specifically whether this area falls under ACT Government jurisdiction.

Action: Grady Strata to check with the relevant authorities to confirm land ownership before considering next steps.

5.2 The Committee **discussed** the motion provided by Mr J. Hogbin.

Proposed Duress Button in the Gymnasium

Motion: *To reject the proposed installation of a duress button within the Owners Corporation gymnasium and, as an alternative, to mandate regular, scheduled inspections of the facility by the site manager.*

Background:

The Owners Corporation has considered installing a duress button in the gymnasium to enhance resident safety. While the intent of this initiative is supported, concerns have been raised regarding the financial and practical implications of this proposal.

A survey conducted of owners to gauge views on this proposal showed little interest in going to the expense of installing a duress button:

Yes: 10.71% (3 respondents)

No: 82.29% (25 respondents)

Concerns:

- **Cost:** The installation and ongoing monitoring fees of a duress system represent a significant, unbudgeted expense that would likely necessitate an increase in future levies for all residents.
- **False Alarms:** The potential for accidental or false activations is high, which could lead to unnecessary emergency call-outs and divert resources from genuine emergencies, thereby undermining the system's intended purpose.

Alternative Proposal:

As a cost-effective and practical alternative, this motion proposes that the site manager incorporate regular, scheduled inspections of the gymnasium into their daily duties. This approach offers several benefits:

- **Increased Security Presence:** Visible and frequent inspections by the site manager will provide a consistent security presence, deterring misuse and ensuring resident safety.
- **Proactive Safety Management:** Regular inspections allow the site manager to promptly identify and address any safety concerns (e.g., equipment malfunctions, cleanliness issues) before they escalate.
- **Financial Prudence:** This solution utilizes existing resources, avoiding the significant and recurring costs associated with a duress button system.

Resolution:

Be it resolved that the Executive Committee:

1. **Rejects** the proposal to install a duress button in the gymnasium.
2. **Directs** the site manager to implement and document a schedule of regular inspections of the gymnasium during their standard working hours, with the purpose of ensuring resident safety and the proper function of all equipment.

The Committee **noted** that The Building Manager will report any malfunctioning gym equipment to the incumbent contractor GymQuip.

6. Resident Feedback

6.1 The Committee **noted** that there was no resident feedback at this time.

7. Next Meeting

7.1 The Committee **agreed** for the next meeting to be held on Wednesday the 8th of October of August at 4:00pm at the De Burgh Sales Gallery G09, 253 Northbourne Avenue, Lyneham and Via Microsoft Teams.

7.2 The Committee **agreed** to set the date for the Annual General Meeting. This is to be held via Zoom on Tuesday the 9th of December 2025 at 5:00pm.

Meeting Closed: 4:28PM

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held on October 08th 2025 at 4:00PM In-Person at the G09, 253 Northbourne Avenue, Lyneham, and Via Microsoft Teams.

1. Attendance

PRESENT:

EXECUTIVE COMMITTEE (EC): D. Gbel (Secretary), A. Mickle (Chair), R. Bittner (Treasurer), C. Tran, Z. Qiang and J. Hogbin.

OTHERS PRESENT: Owners Corporation Manager's representatives from Grady Strata & Facilities – Ysabella Gills (Strata Manager) and Brad Ellis (Building Manager)

APOLOGIES: Bobbie O'Leary (Strata Manager)

2. Committee Roles and Responsibilities

2.1 The Committee **noted** Ms. D. Gbel's position as Owner as well as her connection as an employee of the Developer JWLand.

3. Confirmation of Minutes

3.1 The Committee **confirmed** the minutes of meeting held on the 26th of August 2025.

4. Strata Manager

4.1 The Committee **reviewed** the financial reports submitted by Grady Strata and **noted** that the monthly cash flow reports currently provided are insufficient for their needs. The Committee **expressed** a preference for quarterly reports that include the monthly cash flow and anticipated expenditure and expenses to better support financial planning.

Action: Grady Strata will investigate whether their system can generate these quarterly reports or if a bespoke report will be required.

The Committee also **discussed** the upcoming insurance renewal, noting that the current policy expires on 15 November 2025.

Action: Grady Strata will follow up with BAC Insurance Brokers to confirm the status of the renewal and report back to the Committee.

4.2 The Committee **reviewed** the draft AGM package that was circulated prior to the Executive Committee Meeting. During the review, the Committee went through the proposed budget and requested amendments to several motions listed in the meeting agenda.

Additionally, the Committee **proposed** a new expenditure item for an intercom system to be installed at the basement garage door. This cost will be presented to owners as a separate item, outside of the standard budget.

Action: Grady Strata will include this proposal in the AGM package for Committee approval, with the intention to present it to the Owners Corporation at the December AGM.

The Committee also **discussed** the draft screen policy, confirming that it will be included in the AGM package for approval by the Owners Corporation.

4.3 The Committee **discussed** the expiration of the embedded network contract with Origin Energy and agreed to initiate a tender process. The aim is to secure the best value for money for the complex by approaching multiple providers.

Action: Grady Strata will obtain quotations from Origin Energy, SupaEnergy, and ActewAGL (if available), and present these options to the Committee for approval by the Owners Corporation at the AGM.

5. Building Manager

5.1 The Committee **acknowledged** the Building Manager's Report presented by Mr Brad Elliss, noting that routine maintenance is ongoing. Over the coming weeks, the Building Manager will be undertaking patching and painting of common area walls to maintain the appearance and condition of shared spaces.

Security concerns around the complex were also **discussed**, particularly in relation to short-term accommodation. A fob audit was proposed as a potential measure to improve access control; however, no decision was made at this time.

The Committee **noted** the verge works currently being undertaken by JWLand along Northbourne Avenue, which are progressing in multiple stages. It was **confirmed** that The Sullivan will be included in Stage 2 of these works. As a result, the Northbourne Avenue entrance to the building will be unavailable for approximately 6–8 weeks. An email notice has already been sent to residents. Owners with questions are encouraged to contact the Strata Manager directly.

5.2 The Committee **agreed** to proceed with the quotation provided by Douglas Wright Group for the annual cleaning and inspection of the waste chutes at the complex. The approved cost is \$3,294.50 including GST.

5.3 The Committee **resolved** to delay the car park cleaning until February 2026, aligning it with an annual schedule, as the last cleaning was completed in February 2025.

The Committee raised concerns regarding unauthorised parking on the grassed area along De Burgh Street. To address this, the Committee **approved** a plan for the Building Manager to install metal stakes and bunting to block vehicle access and allow the grass to regenerate.

6. Resident Feedback

6.1 The Committee **noted** that there was no resident feedback at this time.

7. Next Meeting

7.1 The Committee **agreed** to set the date for the Annual General Meeting. This is to be held via Zoom on Tuesday the 9th of December 2025 at 5:00pm.

Meeting Closed: 4:46PM

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 16075

A2 General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 16/12/2025

Tick applicable box, or both boxes if applicable:

Regularly convened

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

**Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
16/12/2025	As per attached

A4 Owners corporation declaration

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

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF 16075**

The Sullivan

349 – 355 Northbourne Avenue & 100 De Burgh Street, LYNEHAM, ACT, 2602

VENUE: Vantage Strata Office

DATE: 16th December 2025

TIME: 05:00 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Owner Name
1	Owner - John Arthur Hogbin	John Arthur Hogbin
25	Owner - Grace Elise Spencer	Grace Elise Spencer
29	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
51	Owner - Allana Mariah Mickle	Allana Mariah Mickle
63	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
71	Owner - Zhangcheng Qiang	Zhangcheng Qiang
78	Owner - Andrew James Carter	Andrew James Carter & Weilian Carter
88	Owner - Andrew Robert Oliver	Andrew Robert Oliver
100	Owner - Dianne Gbel	Dianne Gbel
126	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
135	Owner - Robyn Gail Bittner	Robyn Gail Bittner
138	Owner - Joshua Malcolm Wenham	Joshua Malcolm Wenham
140	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
142	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
155	Owner - Kristel Charrise Marie Robertson	Kristel Charrise Marie Robertson

167	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
172	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
173	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
176	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd

APOLOGIES:

Nil

PROXIES:

Lot	Attendee	Owner Name
29	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
63	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
126	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
140	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
142	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
167	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
172	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
173	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd
176	Owner - Proxy Present - Dianne Gbel	Alumuna Property Pty Ltd

ABSENTEE VOTES:

Nil

ADDITIONAL ATTENDEES:

Name	Description
C Miller	Vantage Strata
E Alexander	Vantage Strata
J Carroll-Fajarda	Strata Manager - Vantage Strata
T Stekovic	Vantage Strata

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

SECRETARIAL NOTE:

Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that A Mickle (Lot 51) be appointed as the chairperson of the meeting.*

The following absentee votes and proxies are listed above:

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary resolution

*It was **resolved** that the minutes of the previous General Meeting held on the 11th of December 2024 be confirmed.*

MOTION CARRIED

3. INSURANCE

Special resolution

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

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

NO DISSENT NOTED

MOTION CARRIED

4. INSURANCE CLAIMS (New or Outstanding)

It was noted that the Owners Corporation acknowledged all new and outstanding insurance claims as outlined in the agenda pack.

5. AUDITED FINANCIALS (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 31/10/2025.*

MOTION CARRIED

6. AUDITED FINANCIALS

Ordinary resolution

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

MOTION CARRIED

7. INVESTMENT OF FUNDS - ACT

Special resolution

*It was **resolved** that the Owners Corporation by special resolution authorise the Executive Committee to invest surplus funds from the administrative fund and sinking fund into interest bearing investments; specifically, term deposits and at-call accounts, as considered appropriate.*

NO DISSENT NOTED

MOTION CARRIED

8. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Administration Fund expenditure budget of \$642,679.41 including GST for the period 01/11/2025 to 31/10/2026 be adopted.*

MOTION CARRIED

9. ADMIN FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$642,679.41 including GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 1st January 2026, 1st March 2026, 1st June 2026 & 1st September 2026.*

MOTION CARRIED

Secretarial note:

Vantage Strata confirmed that its system automatically applies a 30-day grace period for levy payments before any late fees or recovery actions are triggered. In addition, owners experiencing difficulty may request payment plans through Vantage Strata.

The meeting agreed to extend the grace period for the January installment as a courtesy, ensuring no penalties for delayed payment during the holiday season. Owners are encouraged to pay promptly, if possible, to maintain cash flow for the Owners Corporation, but those requiring additional time will not be penalised.

10. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of \$40,453.60 including GST, for the period 01/11/2025 to 31/10/2026 be adopted.*

MOTION CARRIED

11. SINKING FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution of \$244,555.30 including GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 01/11/2025 to 31/10/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 1st January 2026, 1st March 2026, 1st June 2026 & 1st September 2026.*

MOTION CARRIED

12. GARAGE INTERCOM SYSTEM

Special resolution

*It was **resolved** that the Owners – Units Plan 16075 approve an expenditure limit of \$22,000 including GST for the installation of an intercom system at the Garage Door Entrance on De Burgh Street, with the aim of enhancing security in the basement area. The works are to be carried out by a suitably qualified and insured contractor, with the final scope of works and contractor selection to be confirmed by the Executive Committee. Furthermore, the Owners – Units Plan 16075 resolves to strike an additional levy of \$22,000 including GST on a unit entitlement basis to fall due on 1st January 2026, 1st March 2026, 1st June 2026 & 1st September 2026.*

MOTION CARRIED

13. STRATA MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry or mutual termination of the current agreement, appointing Vantage Strata as follows:*

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

MOTION CARRIED

14. BUILDING MANAGEMENT AGENCY AGREEMENT

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On Site Building Management Agreement, on expiry or mutual termination of the current agreement, appointing Vantage Strata as follows:*

- a) That Vantage Strata be appointed as the Manager for On Site Building Management Services, for a period of 3 years.*
- b) That Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.*

MOTION CARRIED

15. DELEGATIONS AND APPOINTMENTS

It was noted that the Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation as outlined in the Strata Management Agreement.

16. COMMON PROPERTY SAFETY REPORT (Obtain)

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to: -*

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

MOTION CARRIED

17. MAINTENANCE ISSUES

External Doors: Multiple external doors are not closing properly, creating a potential security risk. One door was noted as closing significantly slower than when first installed.

Loose Tiles: Tiles near the De Berg Street entrance are coming loose and require inspection and repair.

Basement Lighting: Lighting in Basement 2 (south side) was reported as very dim, raising safety concerns for residents accessing this area.

Action:

Members were reminded that maintenance concerns can be raised at any time—either during AGMs or through the Vantage Command Centre. Using the Command Centre provides visibility of progress updates and helps ensure timely action, but the AGM remains an appropriate forum for discussion of broader or unresolved issues. Vantage Strata will review the items raised and determine whether they fall under routine maintenance or potential defects requiring escalation to the developer.

18. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

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

MOTION CARRIED

19. MAINTENANCE PLAN (Review)

Ordinary resolution

*It was **resolved** that the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.*

MOTION CARRIED

20. MAINTENANCE PLAN (Obtain)

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Managing Agenda to appoint QIA Group Pty Ltd to prepare a maintenance plan as required under the Unit Titles (Management) Act 2011 for the cost of \$2,791.00 including GST for presentation and adoption at the next General Meeting.

MOTION CARRIED

21. RULE ADDITION - OUTDOOR SCREEN INSTALLATIONS

Special resolution

It was **resolved** that the Owners - Units Plan 14593 RESOLVE by SPECIAL RESOLUTION pursuant to sections 16, 35, 94 and 108 of the Units Titles (Management) Act 2011 to insert New Rule [31] as set out below:

Rule (31) Owners Corporation Rule on Fixed Outdoor Screen Installations

(a) **Objective:** To maintain the aesthetic appeal and uniformity of the unit block, any fixed screens installed on outdoor balconies or ground floor security fences must blend harmoniously with the overall design and adhere to a specified colour scheme.

(b) **Approved Screen Types:** All screens must be of high-quality materials that are durable and weather-resistant. Accepted materials include, but are not limited to:

- Powder-coated aluminium
- Treated wood
- Vinyl or composite materials
- Artificial (imitation) vine leaves, green in colour

(c) **Colour Scheme:** Screens must adhere to the following colour guidelines to ensure consistency across The Sullivan: Primary colours for screens must be grey, monument, charcoal, green, or other neutral tones. Specific shades of grey, green, or neutral colours must be approved by the Owners Corporation Executive Committee prior to installation.

(d) **Design and Appearance:** Screens must:

- Complement the architectural design of the building. Give the appearance of having been professionally fitted; cloth or mesh material that is loosely fitted and secured will not be approved.
- Be no higher than 30cm above the height of the original balcony or security fence.
- Be aesthetically pleasing and enhance the overall look of the property.

(e) **Installation Approval Process:** Owners must submit an application to the Owners Corporation Executive Committee detailing the proposed screen installation, including material, design, and colour specifications. The application must include a visual representation or sample of the screen. Installation can only proceed after receiving written approval from the Executive Committee.

(f) **Maintenance and Upkeep:** Owners are responsible for the maintenance and upkeep of the installed screens to ensure they remain in good condition and consistent with the approved specifications. Any damage or wear must be repaired promptly to maintain The Sullivan's aesthetic standards.

(g) **Non-Compliance:** Any screens installed without approval or that do not meet the specified guidelines must be removed or modified at the owner's expense. Failure to comply with these rules may result in penalties as determined by the Owners Corporation Executive Committee.

Secretarial Note: The motion was amended to include the word "fixed" as this distinction was not originally clear.

NO DISSENT NOTED

MOTION AMENDED AND CARRIED

22. ADOPTION OF RULES

Special resolution

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

a) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation as per the attached set of rules.

b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules.

NO DISSENT NOTED

MOTION CARRIED

23. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

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

*The following Members were elected with **no dissent noted**:*

John Hobgin (Lot 1)

Allana Mickle (Lot 51)

Zhangcheng Qiang (Lot 71)

Andrew Carter (Lot 78)

Dianne Gbel (Lot 100)

Robyn Bittner (Lot 135)

MOTION CARRIED

24. DEFECTS

Nil

25. FIRE SAFETY REVIEW

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

Annual Fire Safety Certificate

Dated: 18th November 2025

Prepared By: O'Neill & Brown Fire Services

26. GENERAL BUSINESS

Graffiti Issue

- **Background:** Graffiti on external walls has been identified as a significant concern for the building, impacting aesthetics, property value, and overall community perception. The matter was raised as a priority discussion item during the AGM.
- **Current Status:**

A **member of the Owners Corporation (OC)** reported ongoing challenges in obtaining quotes for graffiti removal. Two painting companies were approached, but both have delayed responses due to competing priorities with the nearby De Berg development. Despite persistent follow-ups, no formal quotes have been received to date.
- **Advice from Contractors:**
 - Traditional cleaning methods such as scrubbing or high-pressure washing are unlikely to remove the graffiti effectively because of the wall's porous surface.
 - The recommended approach is to **paint over the graffiti** and apply an **anti-graffiti coating**. This coating would make future graffiti easier to clean and reduce long-term maintenance costs.
- **Alternative Strategy – Landscaping:**

The member suggested a preventative measure: planting mature shrubs or trees to obscure the affected walls and deter graffiti. However, this area falls under ACT Government ownership, requiring their approval and cooperation.

To progress this option, the member has lodged a request through **Fix My Street**, the ACT Government's public maintenance platform.
- **Community Action Proposed:**

The member encouraged all owners to submit similar requests via Fix My Street to strengthen the case for government intervention. A coordinated effort would demonstrate strong community support and increase the likelihood of approval for landscaping works.
- **Next Steps:**
 1. Continue chasing quotes for repainting and anti-graffiti coating.
 2. Monitor responses from Fix My Street and escalate if necessary.
 3. Consider a dual approach: short-term painting solution combined with long-term landscaping strategy.
 4. Communicate progress updates to owners and encourage participation in lobbying efforts.

27. MEETING CLOSURE

There being no further business, the meeting was closed at **6:26pm**.

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

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Administrative Fund	Adopted Budget (01/11/2025-31/10/2026)	Current Actual (01/11/2024-31/10/2025)	Current Budget (01/11/2024-31/10/2025)
Income			
Interest	\$0.00	\$10.70	\$0.00
Levy Income	\$584,254.01	\$0.00	\$680,000.00
Total Admin Fund Income	\$584,254.01	\$10.70	\$680,000.00
Expense			
Accounting Fees	\$1,500.00	\$0.00	\$1,500.00
Audit Fees	\$1,800.00	\$1,815.00	\$1,800.00
Cleaning - Carpark	\$2,000.00	\$1,475.67	\$2,000.00
Cleaning - Contract	\$90,500.00	\$14,970.28	\$90,500.00
Cleaning - General	\$5,000.00	\$0.00	\$5,000.00
Cleaning - Windows	\$20,000.00	\$0.00	\$20,000.00
Cleaning Supplies	\$1,200.00	\$200.00	\$1,200.00
Contractor Compliance Fee	\$1,800.00	\$0.00	\$0.00
Electricity Usage	\$50,000.00	\$7,641.41	\$50,000.00
Fire - False Alarm Fees	\$1,500.00	\$0.00	\$1,500.00
Fire - Maintenance Contract	\$8,500.00	\$1,955.00	\$8,500.00
Fire - Monitoring	\$3,800.00	\$0.00	\$3,800.00
Fire Services R&M and Replacement	\$2,000.00	\$0.00	\$2,000.00
Garbage Chute Cleaning	\$4,000.00	\$0.00	\$4,000.00
Gardening - Contract	\$11,000.00	\$866.85	\$11,000.00
Gardening - Irrigation	\$0.00	\$254.55	\$0.00
Gardening - Other	\$2,000.00	\$0.00	\$2,000.00
Gardening - Plants and Trees	\$1,500.00	\$0.00	\$1,500.00
Gym - R&M, Equipment and Servicing	\$1,600.00	\$0.00	\$1,600.00
Insurance Excess Payments	\$8,000.00	\$0.00	\$8,000.00
Insurance Premium	\$93,002.13	\$84,547.38	\$120,000.00
Legal Fees Arrears Recoveries	\$0.00	\$150.00	\$0.00
Legal Fees Other	\$0.00	\$1,800.00	\$0.00
Lifts - Maintenance Contract	\$16,200.00	\$3,869.56	\$16,200.00
Lifts - Repairs & Maintenance	\$2,500.00	\$0.00	\$2,500.00
Management Fees - Building Management	\$88,711.88	\$15,916.33	\$88,711.88
Management Fees - Strata Management	\$77,440.00	\$16,184.76	\$77,440.00
Miscellaneous Expenses	\$500.00	\$9.55	\$500.00
Other Expenses	\$0.00	\$310.91	\$0.00
Owner Reimbursement	\$0.00	\$25.00	\$0.00
R&M - Doors	\$0.00	\$0.00	\$3,500.00
R&M - Electrical	\$6,000.00	\$1,266.50	\$4,000.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$1,500.00	\$0.00	\$0.00
R&M - General	\$10,000.00	\$0.00	\$13,800.00
R&M - HVAC	\$4,500.00	\$0.00	\$4,500.00
R&M - ICT Services & Infrastructure (inc Telephone)	\$3,100.00	\$751.55	\$3,100.00
R&M - Pest Control	\$4,800.00	\$604.09	\$4,800.00

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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Administrative Fund	Adopted Budget (01/11/2025-31/10/2026)	Current Actual (01/11/2024-31/10/2025)	Current Budget (01/11/2024-31/10/2025)
R&M - Planned Preventative Maintenance Contract	\$0.00	\$750.00	\$0.00
R&M - Plumbing	\$2,500.00	\$1,970.00	\$2,500.00
R&M - Plumbing Maintenance Contract	\$5,800.00	\$870.20	\$5,800.00
Security & Access System	\$3,000.00	\$0.00	\$3,000.00
Security Repairs & Maintenance	\$2,000.00	\$0.00	\$0.00
Waste & Recycling Bins	\$5,000.00	\$0.00	\$5,000.00
Water Usage	\$40,000.00	\$0.00	\$40,000.00
Total Admin Fund Expense	\$584,254.01	\$158,204.59	\$611,251.88
TOTAL ADMIN LEVY INCOME	\$584,254.01	\$0.00	\$680,000.00
ADD: ADMIN GST	\$58,425.40		\$0.00
TOTAL ADMIN BUDGET	\$642,679.41		\$680,000.00

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

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Sinking Fund

	Adopted Budget	Current Actual	Current Budget
	(01/11/2025-31/10/2026)	(01/11/2024-31/10/2025)	(01/11/2024-31/10/2025)

Income

Interest	\$0.00	\$4.76	\$0.00
Levy Income	\$222,323.00	\$0.00	\$222,323.00

Total Sinking Fund Income

Total Sinking Fund Income	\$222,323.00	\$4.76	\$222,323.00
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Expense

Fire Services R&M and Replacement	\$11,898.00	\$0.00	\$11,898.00
Other Expenses	\$10,816.00	\$0.00	\$10,816.00
R&M - Flooring (inc Replacement)	\$1,082.00	\$0.00	\$0.00
R&M - Painting	\$12,980.00	\$0.00	\$14,062.00

Total Sinking Fund Expense

Total Sinking Fund Expense	\$36,776.00	\$0.00	\$36,776.00
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TOTAL SINKING LEVY INCOME

TOTAL SINKING LEVY INCOME	\$222,323.00	\$0.00	\$222,323.00
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ADD: SINKING GST

ADD: SINKING GST	\$22,232.30		\$0.00
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TOTAL SINKING BUDGET

TOTAL SINKING BUDGET	\$244,555.30		\$222,323.00
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Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Budget Summary (01/11/2025-31/10/2026)

	Adopted	1st Instalment 01/01/2026	2nd Instalment 01/03/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (01/11/2025-31/10/2026)
Administrative Fund	\$642,679.41	\$160,670.18	\$160,670.18	\$160,670.18	\$160,670.18	\$642,680.72
Sinking Fund	\$244,555.30	\$61,138.72	\$61,138.72	\$61,138.72	\$61,138.72	\$244,554.88
Contribution Schedule Total	\$887,234.71	\$221,808.90	\$221,808.90	\$221,808.90	\$221,808.90	\$887,235.60
Amount to Collect	\$887,234.71	\$221,808.90	\$221,808.90	\$221,808.90	\$221,808.90	\$887,235.60

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Levy Adjustment Summary (01/11/2025-31/10/2026)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 10000

Due Date	Levy Period	Admin	Sinking	Total
01/01/2026	01/11/2025 - 31/01/2026	\$16.07	\$6.11	\$22.18
01/03/2026	01/02/2026 - 30/04/2026	\$16.07	\$6.11	\$22.18
01/06/2026	01/05/2026 - 31/07/2026	\$16.07	\$6.11	\$22.18
01/09/2026	01/08/2026 - 31/10/2026	\$16.07	\$6.11	\$22.18
Financial Year Total per Units of Entitlement		\$64.27	\$24.46	\$88.72
Financial Year Aggregate		\$642,680.72	\$244,554.88	\$887,235.60
Adopted Budget Amount		\$642,679.41	\$244,555.30	\$887,234.71
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Owner Summary (01/11/2025-31/10/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/01/2026	2nd Instalment 01/03/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (01/11/2025-31/10/2026)
59	1, 18, 90	Admin	\$947.93	\$947.93	\$947.93	\$947.93	\$3,791.72
		Sinking	\$360.72	\$360.72	\$360.72	\$360.72	\$1,442.88
		Owner Total	\$1,308.65	\$1,308.65	\$1,308.65	\$1,308.65	\$5,234.60
72	2	Admin	\$1,156.80	\$1,156.80	\$1,156.80	\$1,156.80	\$4,627.20
		Sinking	\$440.20	\$440.20	\$440.20	\$440.20	\$1,760.80
		Owner Total	\$1,597.00	\$1,597.00	\$1,597.00	\$1,597.00	\$6,388.00
95	3	Admin	\$1,526.38	\$1,526.38	\$1,526.38	\$1,526.38	\$6,105.52
		Sinking	\$580.82	\$580.82	\$580.82	\$580.82	\$2,323.28
		Owner Total	\$2,107.20	\$2,107.20	\$2,107.20	\$2,107.20	\$8,428.80
46	4, 9, 11, 99, 100, 118, 119, 120, 132	Admin	\$739.06	\$739.06	\$739.06	\$739.06	\$2,956.24
		Sinking	\$281.24	\$281.24	\$281.24	\$281.24	\$1,124.96
		Owner Total	\$1,020.30	\$1,020.30	\$1,020.30	\$1,020.30	\$4,081.20
68	5, 42, 64, 69, 86, 149, 154, 157	Admin	\$1,092.56	\$1,092.56	\$1,092.56	\$1,092.56	\$4,370.24
		Sinking	\$415.74	\$415.74	\$415.74	\$415.74	\$1,662.96
		Owner Total	\$1,508.30	\$1,508.30	\$1,508.30	\$1,508.30	\$6,033.20
63	6, 13, 35, 57, 62, 63, 79, 84, 85, 95, 107, 115, 127	Admin	\$1,012.23	\$1,012.23	\$1,012.23	\$1,012.23	\$4,048.92
		Sinking	\$385.17	\$385.17	\$385.17	\$385.17	\$1,540.68
		Owner Total	\$1,397.40	\$1,397.40	\$1,397.40	\$1,397.40	\$5,589.60

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Owner Summary (01/11/2025-31/10/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/01/2026	2nd Instalment 01/03/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (01/11/2025-31/10/2026)	
52	7, 45, 67, 89, 116, 164, 165, 166	Admin	\$835.48	\$835.48	\$835.48	\$835.48	\$3,341.92
		Sinking	\$317.92	\$317.92	\$317.92	\$317.92	\$1,271.68
		Owner Total	\$1,153.40	\$1,153.40	\$1,153.40	\$1,153.40	\$4,613.60
57	8, 20, 23, 46, 68, 117, 158	Admin	\$915.81	\$915.81	\$915.81	\$915.81	\$3,663.24
		Sinking	\$348.49	\$348.49	\$348.49	\$348.49	\$1,393.96
		Owner Total	\$1,264.30	\$1,264.30	\$1,264.30	\$1,264.30	\$5,057.20
42	10	Admin	\$674.82	\$674.82	\$674.82	\$674.82	\$2,699.28
		Sinking	\$256.78	\$256.78	\$256.78	\$256.78	\$1,027.12
		Owner Total	\$931.60	\$931.60	\$931.60	\$931.60	\$3,726.40
47	12, 112, 133, 134, 146	Admin	\$755.15	\$755.15	\$755.15	\$755.15	\$3,020.60
		Sinking	\$287.35	\$287.35	\$287.35	\$287.35	\$1,149.40
		Owner Total	\$1,042.50	\$1,042.50	\$1,042.50	\$1,042.50	\$4,170.00
50	14, 30, 52, 74, 122, 123, 124, 125, 136, 137, 138, 139	Admin	\$803.36	\$803.36	\$803.36	\$803.36	\$3,213.44
		Sinking	\$305.69	\$305.69	\$305.69	\$305.69	\$1,222.76
		Owner Total	\$1,109.05	\$1,109.05	\$1,109.05	\$1,109.05	\$4,436.20
49	15, 16, 102, 103, 104, 105, 161, 162	Admin	\$787.27	\$787.27	\$787.27	\$787.27	\$3,149.08
		Sinking	\$299.58	\$299.58	\$299.58	\$299.58	\$1,198.32
		Owner Total	\$1,086.85	\$1,086.85	\$1,086.85	\$1,086.85	\$4,347.40

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Owner Summary (01/11/2025-31/10/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/01/2026	2nd Instalment 01/03/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (01/11/2025-31/10/2026)
60	17, 145	Admin	\$964.02	\$964.02	\$964.02	\$964.02	\$3,856.08
		Sinking	\$366.83	\$366.83	\$366.83	\$366.83	\$1,467.32
		Owner Total	\$1,330.85	\$1,330.85	\$1,330.85	\$1,330.85	\$5,323.40
70	19, 91, 128	Admin	\$1,124.68	\$1,124.68	\$1,124.68	\$1,124.68	\$4,498.72
		Sinking	\$427.97	\$427.97	\$427.97	\$427.97	\$1,711.88
		Owner Total	\$1,552.65	\$1,552.65	\$1,552.65	\$1,552.65	\$6,210.60
45	21, 22, 33, 34, 55, 56, 77, 78, 98	Admin	\$723.03	\$723.03	\$723.03	\$723.03	\$2,892.12
		Sinking	\$275.12	\$275.12	\$275.12	\$275.12	\$1,100.48
		Owner Total	\$998.15	\$998.15	\$998.15	\$998.15	\$3,992.60
67	24, 44, 47, 66, 92, 168	Admin	\$1,076.47	\$1,076.47	\$1,076.47	\$1,076.47	\$4,305.88
		Sinking	\$409.63	\$409.63	\$409.63	\$409.63	\$1,638.52
		Owner Total	\$1,486.10	\$1,486.10	\$1,486.10	\$1,486.10	\$5,944.40
66	25, 48, 50, 70, 94, 135, 140, 143, 155	Admin	\$1,060.43	\$1,060.43	\$1,060.43	\$1,060.43	\$4,241.72
		Sinking	\$403.52	\$403.52	\$403.52	\$403.52	\$1,614.08
		Owner Total	\$1,463.95	\$1,463.95	\$1,463.95	\$1,463.95	\$5,855.80
61	26, 49, 71	Admin	\$980.10	\$980.10	\$980.10	\$980.10	\$3,920.40
		Sinking	\$372.95	\$372.95	\$372.95	\$372.95	\$1,491.80
		Owner Total	\$1,353.05	\$1,353.05	\$1,353.05	\$1,353.05	\$5,412.20

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Owner Summary (01/11/2025-31/10/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/01/2026	2nd Instalment 01/03/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (01/11/2025-31/10/2026)	
65	27, 72, 101, 106, 121, 126, 129, 141	Admin	\$1,044.35	\$1,044.35	\$1,044.35	\$1,044.35	\$4,177.40
		Sinking	\$397.40	\$397.40	\$397.40	\$397.40	\$1,589.60
		Owner Total	\$1,441.75	\$1,441.75	\$1,441.75	\$1,441.75	\$5,767.00
40	28	Admin	\$642.69	\$642.69	\$642.69	\$642.69	\$2,570.76
		Sinking	\$244.56	\$244.56	\$244.56	\$244.56	\$978.24
		Owner Total	\$887.25	\$887.25	\$887.25	\$887.25	\$3,549.00
62	29, 51, 73, 93, 159	Admin	\$996.14	\$996.14	\$996.14	\$996.14	\$3,984.56
		Sinking	\$379.06	\$379.06	\$379.06	\$379.06	\$1,516.24
		Owner Total	\$1,375.20	\$1,375.20	\$1,375.20	\$1,375.20	\$5,500.80
55	31, 53, 75, 144	Admin	\$883.69	\$883.69	\$883.69	\$883.69	\$3,534.76
		Sinking	\$336.26	\$336.26	\$336.26	\$336.26	\$1,345.04
		Owner Total	\$1,219.95	\$1,219.95	\$1,219.95	\$1,219.95	\$4,879.80
44	32, 54, 76	Admin	\$706.94	\$706.94	\$706.94	\$706.94	\$2,827.76
		Sinking	\$269.01	\$269.01	\$269.01	\$269.01	\$1,076.04
		Owner Total	\$975.95	\$975.95	\$975.95	\$975.95	\$3,903.80
48	36, 37, 38, 39, 58, 59, 60, 61, 80, 81, 82, 83, 111, 147, 148, 160	Admin	\$771.23	\$771.23	\$771.23	\$771.23	\$3,084.92
		Sinking	\$293.47	\$293.47	\$293.47	\$293.47	\$1,173.88
		Owner Total	\$1,064.70	\$1,064.70	\$1,064.70	\$1,064.70	\$4,258.80

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Owner Summary (01/11/2025-31/10/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/01/2026	2nd Instalment 01/03/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (01/11/2025-31/10/2026)
58	40, 131						
		Admin	\$931.89	\$931.89	\$931.89	\$931.89	\$3,727.56
		Sinking	\$354.61	\$354.61	\$354.61	\$354.61	\$1,418.44
		Owner Total	\$1,286.50	\$1,286.50	\$1,286.50	\$1,286.50	\$5,146.00
56	41, 97						
		Admin	\$899.77	\$899.77	\$899.77	\$899.77	\$3,599.08
		Sinking	\$342.38	\$342.38	\$342.38	\$342.38	\$1,369.52
		Owner Total	\$1,242.15	\$1,242.15	\$1,242.15	\$1,242.15	\$4,968.60
90	43, 65						
		Admin	\$1,446.05	\$1,446.05	\$1,446.05	\$1,446.05	\$5,784.20
		Sinking	\$550.25	\$550.25	\$550.25	\$550.25	\$2,201.00
		Owner Total	\$1,996.30	\$1,996.30	\$1,996.30	\$1,996.30	\$7,985.20
93	87						
		Admin	\$1,494.21	\$1,494.21	\$1,494.21	\$1,494.21	\$5,976.84
		Sinking	\$568.59	\$568.59	\$568.59	\$568.59	\$2,274.36
		Owner Total	\$2,062.80	\$2,062.80	\$2,062.80	\$2,062.80	\$8,251.20
69	88, 108, 163, 167						
		Admin	\$1,108.64	\$1,108.64	\$1,108.64	\$1,108.64	\$4,434.56
		Sinking	\$421.86	\$421.86	\$421.86	\$421.86	\$1,687.44
		Owner Total	\$1,530.50	\$1,530.50	\$1,530.50	\$1,530.50	\$6,122.00
51	96, 110, 114, 150, 151, 153						
		Admin	\$819.44	\$819.44	\$819.44	\$819.44	\$3,277.76
		Sinking	\$311.81	\$311.81	\$311.81	\$311.81	\$1,247.24
		Owner Total	\$1,131.25	\$1,131.25	\$1,131.25	\$1,131.25	\$4,525.00

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Owner Summary (01/11/2025-31/10/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/01/2026	2nd Instalment 01/03/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (01/11/2025-31/10/2026)
97	109	Admin	\$1,558.50	\$1,558.50	\$1,558.50	\$1,558.50	\$6,234.00
		Sinking	\$593.05	\$593.05	\$593.05	\$593.05	\$2,372.20
		Owner Total	\$2,151.55	\$2,151.55	\$2,151.55	\$2,151.55	\$8,606.20
75	113	Admin	\$1,205.01	\$1,205.01	\$1,205.01	\$1,205.01	\$4,820.04
		Sinking	\$458.54	\$458.54	\$458.54	\$458.54	\$1,834.16
		Owner Total	\$1,663.55	\$1,663.55	\$1,663.55	\$1,663.55	\$6,654.20
53	130	Admin	\$851.56	\$851.56	\$851.56	\$851.56	\$3,406.24
		Sinking	\$324.04	\$324.04	\$324.04	\$324.04	\$1,296.16
		Owner Total	\$1,175.60	\$1,175.60	\$1,175.60	\$1,175.60	\$4,702.40
71	142	Admin	\$1,140.76	\$1,140.76	\$1,140.76	\$1,140.76	\$4,563.04
		Sinking	\$434.09	\$434.09	\$434.09	\$434.09	\$1,736.36
		Owner Total	\$1,574.85	\$1,574.85	\$1,574.85	\$1,574.85	\$6,299.40
78	152	Admin	\$1,253.22	\$1,253.22	\$1,253.22	\$1,253.22	\$5,012.88
		Sinking	\$476.88	\$476.88	\$476.88	\$476.88	\$1,907.52
		Owner Total	\$1,730.10	\$1,730.10	\$1,730.10	\$1,730.10	\$6,920.40
73	156	Admin	\$1,172.89	\$1,172.89	\$1,172.89	\$1,172.89	\$4,691.56
		Sinking	\$446.31	\$446.31	\$446.31	\$446.31	\$1,785.24
		Owner Total	\$1,619.20	\$1,619.20	\$1,619.20	\$1,619.20	\$6,476.80

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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Owner Summary (01/11/2025-31/10/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/01/2026	2nd Instalment 01/03/2026	3rd Instalment 01/06/2026	4th Instalment 01/09/2026	TOTAL (01/11/2025-31/10/2026)
74	169					
	Admin	\$1,188.97	\$1,188.97	\$1,188.97	\$1,188.97	\$4,755.88
	Sinking	\$452.43	\$452.43	\$452.43	\$452.43	\$1,809.72
	Owner Total	\$1,641.40	\$1,641.40	\$1,641.40	\$1,641.40	\$6,565.60
41	170, 171, 172, 173, 174, 175, 176					
	Admin	\$658.73	\$658.73	\$658.73	\$658.73	\$2,634.92
	Sinking	\$250.67	\$250.67	\$250.67	\$250.67	\$1,002.68
	Owner Total	\$909.40	\$909.40	\$909.40	\$909.40	\$3,637.60

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Contribution Summary (01/11/2025-31/10/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 18, 90	Contribution Schedule Owner Total	59	\$3,791.72 \$3,791.72	\$1,442.88 \$1,442.88	\$0.00 \$5,234.60
2	Contribution Schedule Owner Total	72	\$4,627.20 \$4,627.20	\$1,760.80 \$1,760.80	\$0.00 \$6,388.00
3	Contribution Schedule Owner Total	95	\$6,105.52 \$6,105.52	\$2,323.28 \$2,323.28	\$0.00 \$8,428.80
4, 9, 11, 99, 100, 118, 119, 120, 132	Contribution Schedule Owner Total	46	\$2,956.24 \$2,956.24	\$1,124.96 \$1,124.96	\$0.00 \$4,081.20
5, 42, 64, 69, 86, 149, 154, 157	Contribution Schedule Owner Total	68	\$4,370.24 \$4,370.24	\$1,662.96 \$1,662.96	\$0.00 \$6,033.20
6, 13, 35, 57, 62, 63, 79, 84, 85, 95, 107, 115, 127	Contribution Schedule Owner Total	63	\$4,048.92 \$4,048.92	\$1,540.68 \$1,540.68	\$0.00 \$5,589.60
7, 45, 67, 89, 116, 164, 165, 166	Contribution Schedule Owner Total	52	\$3,341.92 \$3,341.92	\$1,271.68 \$1,271.68	\$0.00 \$4,613.60
8, 20, 23, 46, 68, 117, 158	Contribution Schedule Owner Total	57	\$3,663.24 \$3,663.24	\$1,393.96 \$1,393.96	\$0.00 \$5,057.20
10	Contribution Schedule Owner Total	42	\$2,699.28 \$2,699.28	\$1,027.12 \$1,027.12	\$0.00 \$3,726.40
12, 112, 133, 134, 146	Contribution Schedule Owner Total	47	\$3,020.60 \$3,020.60	\$1,149.40 \$1,149.40	\$0.00 \$4,170.00
14, 30, 52, 74, 122, 123, 124, 125, 136, 137, 138, 139	Contribution Schedule Owner Total	50	\$3,213.44 \$3,213.44	\$1,222.76 \$1,222.76	\$0.00 \$4,436.20
15, 16, 102, 103, 104, 105, 161, 162	Contribution Schedule Owner Total	49	\$3,149.08 \$3,149.08	\$1,198.32 \$1,198.32	\$0.00 \$4,347.40

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Contribution Summary (01/11/2025-31/10/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
17, 145	Contribution Schedule Owner Total	60	\$3,856.08 \$3,856.08	\$1,467.32 \$1,467.32	\$0.00 \$5,323.40
19, 91, 128	Contribution Schedule Owner Total	70	\$4,498.72 \$4,498.72	\$1,711.88 \$1,711.88	\$0.00 \$6,210.60
21, 22, 33, 34, 55, 56, 77, 78, 98	Contribution Schedule Owner Total	45	\$2,892.12 \$2,892.12	\$1,100.48 \$1,100.48	\$0.00 \$3,992.60
24, 44, 47, 66, 92, 168	Contribution Schedule Owner Total	67	\$4,305.88 \$4,305.88	\$1,638.52 \$1,638.52	\$0.00 \$5,944.40
25, 48, 50, 70, 94, 135, 140, 143, 155	Contribution Schedule Owner Total	66	\$4,241.72 \$4,241.72	\$1,614.08 \$1,614.08	\$0.00 \$5,855.80
26, 49, 71	Contribution Schedule Owner Total	61	\$3,920.40 \$3,920.40	\$1,491.80 \$1,491.80	\$0.00 \$5,412.20
27, 72, 101, 106, 121, 126, 129, 141	Contribution Schedule Owner Total	65	\$4,177.40 \$4,177.40	\$1,589.60 \$1,589.60	\$0.00 \$5,767.00
28	Contribution Schedule Owner Total	40	\$2,570.76 \$2,570.76	\$978.24 \$978.24	\$0.00 \$3,549.00
29, 51, 73, 93, 159	Contribution Schedule Owner Total	62	\$3,984.56 \$3,984.56	\$1,516.24 \$1,516.24	\$0.00 \$5,500.80
31, 53, 75, 144	Contribution Schedule Owner Total	55	\$3,534.76 \$3,534.76	\$1,345.04 \$1,345.04	\$0.00 \$4,879.80
32, 54, 76	Contribution Schedule Owner Total	44	\$2,827.76 \$2,827.76	\$1,076.04 \$1,076.04	\$0.00 \$3,903.80
36, 37, 38, 39, 58, 59, 60, 61, 80, 81, 82, 83, 111, 147, 148, 160	Contribution Schedule Owner Total	48	\$3,084.92 \$3,084.92	\$1,173.88 \$1,173.88	\$0.00 \$4,258.80

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

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

Contribution Summary (01/11/2025-31/10/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
40, 131	Contribution Schedule Owner Total	58	\$3,727.56 \$3,727.56	\$1,418.44 \$1,418.44	\$0.00 \$5,146.00
41, 97	Contribution Schedule Owner Total	56	\$3,599.08 \$3,599.08	\$1,369.52 \$1,369.52	\$0.00 \$4,968.60
43, 65	Contribution Schedule Owner Total	90	\$5,784.20 \$5,784.20	\$2,201.00 \$2,201.00	\$0.00 \$7,985.20
87	Contribution Schedule Owner Total	93	\$5,976.84 \$5,976.84	\$2,274.36 \$2,274.36	\$0.00 \$8,251.20
88, 108, 163, 167	Contribution Schedule Owner Total	69	\$4,434.56 \$4,434.56	\$1,687.44 \$1,687.44	\$0.00 \$6,122.00
96, 110, 114, 150, 151, 153	Contribution Schedule Owner Total	51	\$3,277.76 \$3,277.76	\$1,247.24 \$1,247.24	\$0.00 \$4,525.00
109	Contribution Schedule Owner Total	97	\$6,234.00 \$6,234.00	\$2,372.20 \$2,372.20	\$0.00 \$8,606.20
113	Contribution Schedule Owner Total	75	\$4,820.04 \$4,820.04	\$1,834.16 \$1,834.16	\$0.00 \$6,654.20
130	Contribution Schedule Owner Total	53	\$3,406.24 \$3,406.24	\$1,296.16 \$1,296.16	\$0.00 \$4,702.40
142	Contribution Schedule Owner Total	71	\$4,563.04 \$4,563.04	\$1,736.36 \$1,736.36	\$0.00 \$6,299.40
152	Contribution Schedule Owner Total	78	\$5,012.88 \$5,012.88	\$1,907.52 \$1,907.52	\$0.00 \$6,920.40
156	Contribution Schedule Owner Total	73	\$4,691.56 \$4,691.56	\$1,785.24 \$1,785.24	\$0.00 \$6,476.80

Vantage Strata Pty Ltd
Adopted Budget for Unit Title 16075

THE SULLIVAN, 349 - 355 Northbourne Avenue LYNEHAM

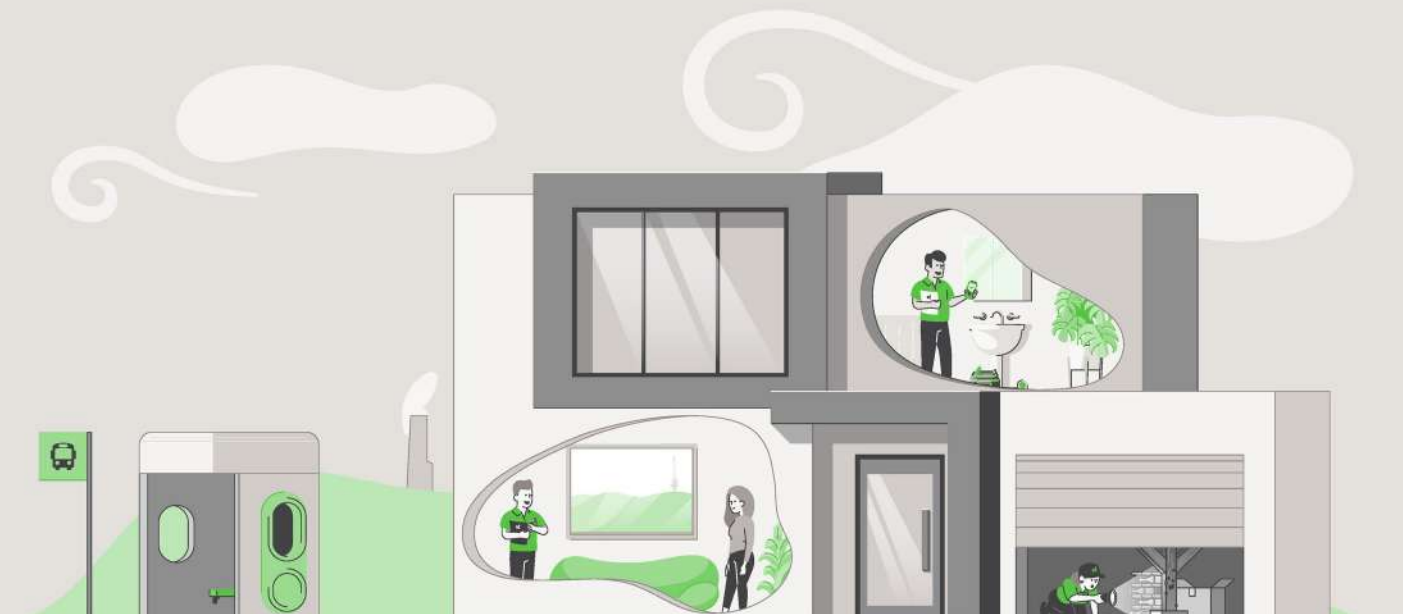
Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSJ No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Contribution Summary (01/11/2025-31/10/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
169	Contribution Schedule	74	\$4,755.88	\$1,809.72	\$0.00
	Owner Total		\$4,755.88	\$1,809.72	\$6,565.60
170, 171, 172, 173, 174, 175, 176	Contribution Schedule	41	\$2,634.92	\$1,002.68	\$0.00
	Owner Total		\$2,634.92	\$1,002.68	\$3,637.60
	Overall Total		\$642,680.72	\$244,554.88	\$887,235.60

Schedule	UOE
Contribution Schedule	10000

Energy Efficiency Report



FirstRate Report

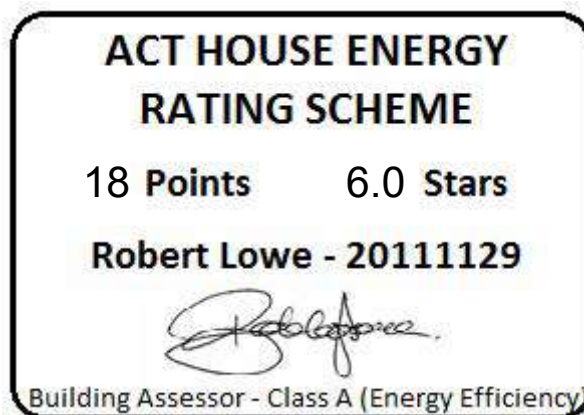


YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 18 POINTS**

Name: Montgomery & Mayne **Ref No:** 68308

House Title: Unit 93 Block 13 Section 51 LYNEHAM **Date:** 06-03-2026

Address: 404/100 De Burgh St, Lyneham ACT 2602



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	18											
Potential	39											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 21

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	18	★★★★★★
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Largest windows in the dwelling;

Direction : ESE

Area : 30 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	23	★★★★★★
2. South East	21	★★★★★★
3. South	17	★★★★★☆
4. South West	11	★★★★★☆
5. West	11	★★★★★★
6. North West	28	★★★★★★
7. North	48	★★★★★★
8. North East	37	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 93 Block 13 Section 51 LYNEHAM, 404/100 De Burgh St, Lyneham ACT 2602

Assessor's Name:

Net Conditioned Floor Area: 68.2 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	118	Insulation:	-104			
WALL				13	-2	10
Surface Area:	6	Insulation:	5	Mass:	-1	
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-4	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				9	0	9
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	47 %			
Exhaust Fans	35 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	18 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-29	-28	-58
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	30	44%	-63	43	-27	-47
SSW	5	8%	-11	2	-1	-10
Total	35	51%	-74	44	-28	-58

* 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 12 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			28	-35	18*
SCORE				28	-35	18*

* includes 24 points from Area Adjustment

Detailed House Data

House Details

ClientName Montgomery & Mayne
HouseTitle Unit 93 Block 13 Section 51 LYNEHAM
StreetAddress 404/100 De Burgh St, Lyneham ACT 2602
FileCreated 06-03-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	45.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	25.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R2.0	14.9m	2.7m
2	Framed: FC Sheet Clad	Yes	R0.0	6.0m	2.7m
4	Framed: FC Sheet Clad	Yes	R2.5	19.6m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	70.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	2.6m	2.7m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	ESE	2.6m	4.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	SSW	2.6m	2.0m	No	DG	ALIMPR	HB	No	5.1m	5.1m	0.2m
4	ESE	2.6m	1.7m	No	DG	ALIMPR	HB	No	2.1m	2.1m	0.2m
5	ESE	2.6m	2.6m	No	DG	ALIMPR	HB	No	2.1m	2.1m	0.2m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
3	SSW	2.6m	2.0m	10.0m	5.1m	13.1m	-0.2m	0.0m	0.0m	10.0m	0.0m
4	ESE	2.6m	1.7m	0.0m	0.0m	0.0m	0.0m	2.1m	0.0m	2.3m	3.3m
5	ESE	2.6m	2.6m	0.0m	0.0m	0.0m	0.0m	2.1m	2.1m	2.3m	0.3m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0

Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

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

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

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

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

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

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

William Montgomery & Lara Mayne
404/100 De Burgh St
LYNEHAM ACT 2602
AUSTRALIA

Invoice Date
25 Feb 2026

Invoice Number
INV-68308

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
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Energy Efficiency Report	1.00	348.26	10%	348.26
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 13 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](#)

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

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

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



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



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



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



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

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

Assess the risk

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

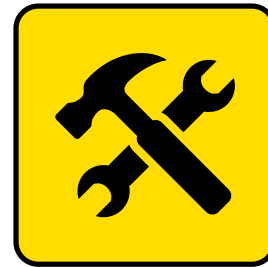
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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