

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		111	15727	3	12	Coombs
		and known as 512/2 Terry Connolly Street, Coombs				
Seller	Full name	Darina Filippovich				
	ACN/ABN					
	Address	512/2 Terry Connolly Street, Coombs, ACT 2611				
Seller Solicitor	Firm	Ammitoj Singh Legal				
	Email	ammitoj@aslegal.net.au				
	Phone	02 8622 4688	Ref AS:2026/090			
	DX/Address	GPO Box 1581, Canberra ACT 2601				
Stakeholder	Name	Hive Property Canberra Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	kathy@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Kathy Komar			
	DX/Address	level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed Floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 90 days from the date of this contract						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? ☐ No ☒ Yes						
Residential Withholding Tax	New residential premises?		☒ No ☐ Yes			
	Potential residential land?		☒ No ☐ Yes			
	Buyer required to make a withholding payment?		☒ No ☐ Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No ☐ Yes			
	Clearance Certificates attached for all the Sellers?		☐ No ☒ 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) ☐ Deposit by Instalments (clause 52 applies)				
	Balance					
Date of this Contract						

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☒ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	☐ No	☐ 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.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

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

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

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

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
 - (a) defects arising through fair wear and tear; and
 - (b) defects disclosed in this Contract;
 - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
 - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
 - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
 - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
 - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and
 - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

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

Unit 111 UP No. 15727
Block 3 Section 12 Coombs

If a home was built before 1990

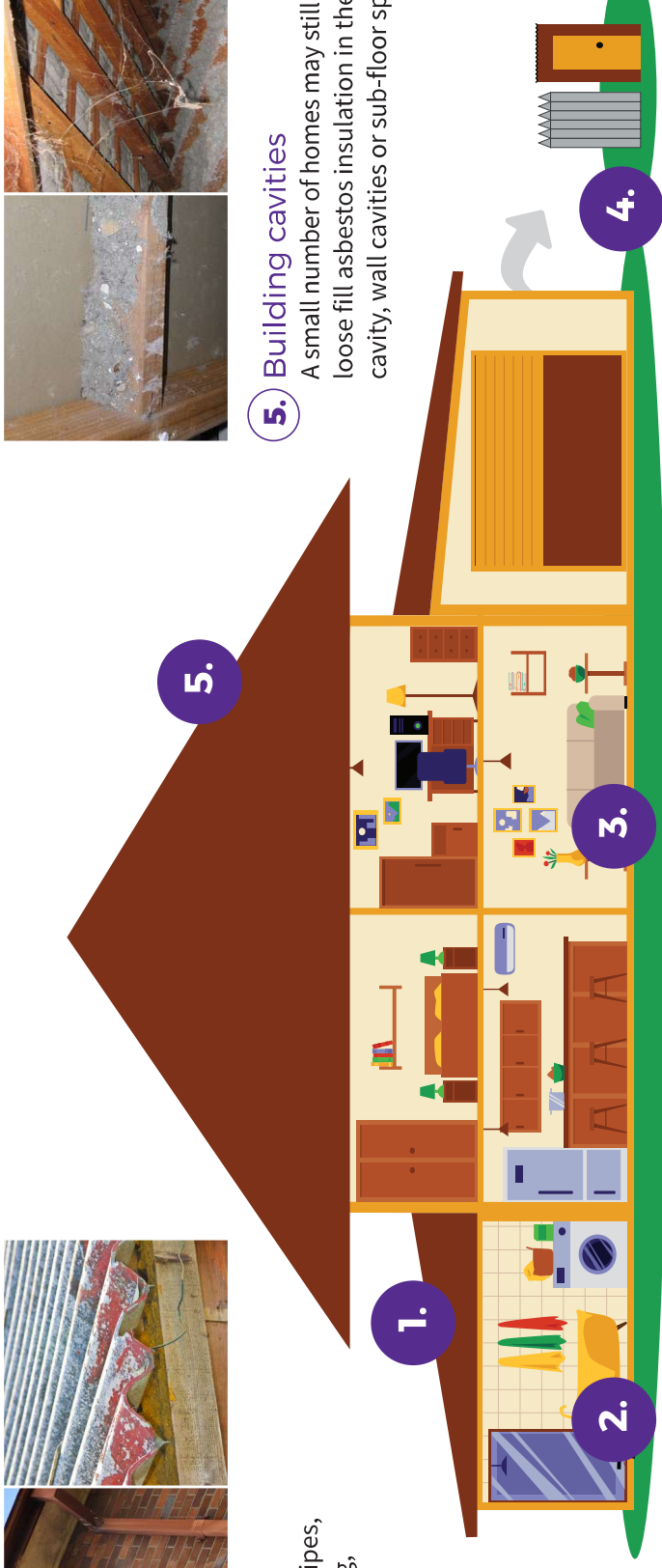
it may contain dangerous asbestos material

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



1. Exterior

roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities

A small number of homes may still
have loose fill asbestos insulation in the
cavity, wall cavities or sub-floor spaces



2.

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.

3. Internal areas

wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4.

4. Backyard

fences, sheds, garages, carports, dog kennels, buried
dumped waste, letterboxes, swimming pools



If a home was built before 1990

it may contain dangerous asbestos material

Assess the risk

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

Asbestos materials become dangerous when:



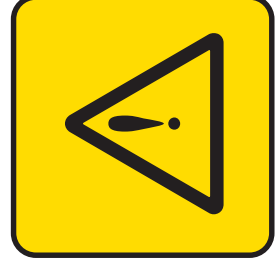
Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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

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

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

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

SPECIAL CONDITIONS

1. AMENDMENTS TO THE PRINTED TERMS

- 1.1. In printed terms clause 2.3, the words "electronic funds transfer" are added after the word "cheque".
- 1.2. In printed terms clause 2.6, the words "in cash (up to \$200)" are replaced with "by electronic funds transfer".
- 1.3. In printed terms clause 5.2, "7" is replaced with "14".
- 1.4. In printed terms clause 5.3, "14" is replaced with "7".
- 1.5. In printed terms clause 8.4, "Buyer solicitor" is replaced with "Seller Solicitor".
- 1.6. In printed terms clause 17.1.1 (a) "5%" is replaced with "\$1,000".
- 1.7. In printed terms clause 17.1.2 (a) "5%" is replaced with "\$1,000".
- 1.8. The relevant interest for printed term clause 22.1.1 is "0%"
- 1.9. The relevant interest for printed term clause 22.1.2 is "10%"
- 1.10. In printed terms clause 22.1.3, the words "party not at fault" is replaced by "the seller"
- 1.11. The relevant amount for clause 22.1.3 is "\$660".

2. CONDITION OF THE PROPERTY

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

3. REPRESENTATION

- 3.1. The buyer agrees that they have conducted their own enquiries and that they do not rely on any representations, statements or warranties made by any person except as provided in this contract.
- 3.2. The buyer acknowledges that this contract comprises the entirety of their agreement in relation to the purchase of this property.

4. KEYS

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

5. REAL ESTATE AGENT

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

6. DEATH OR MENTAL INCAPACITY

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

incapacity, clause 21 of the Printed Terms will apply.

7. ADJUSTMENTS

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

8. INCONSISTENCY

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

9. ERROR

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

10. REQUIRED DOCUMENTS

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

11. DEFT PAYMENTS

- 11.1. This clause is applicable if the buyer elects to use DEFT Auction pay platform to pay the deposit.
- 11.2. If the monies are not received in the stakeholder's account within one business day from the date of this contract, the buyer will be in breach of this contract and the seller may without notice choose to terminate the contract and clause 19 will apply.
- 11.3. A delay in exercising the right to terminate the contract as per Special condition 11.2 does not in any way affect the seller's right to terminate the contract at a later stage.
- 11.4. Until the Seller chooses to terminate the contract or waive their right to terminate, the contract will remain on foot.
- 11.5. The right to terminate under Special condition 11.2 can only be waived in writing.

12. DEPOSIT BOND

- 12.1. Subject to Special conditions 12.2 & 12.3 below, the delivery of a Deposit bond or Bank guarantee upon or before making this contract to the Seller's solicitor or Seller's Agent, shall to the extent of the amount guaranteed under the guarantee be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- 12.2. The buyer must pay the amount stated on the guarantee or the deposit bond to the seller at completion of this contract or at a time stipulated in this contract.
- 12.3. If the Seller serves on the buyer a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the bank under the bank guarantee or deposit bond, the buyer shall forthwith pay the deposit or so much thereof as has not already been paid to the Stakeholder as stated in this contract.

- 12.4. The seller acknowledges that payment by the bank under the bank guarantee or by the provider under the deposit bond, shall to the extent of the amount paid, be in satisfaction of the buyer's obligation to pay the deposit under Special condition 12.3 above.
- 12.5. If the contract is not completed before the expiration of the term of the bank guarantee or the deposit bond, the buyer must provide to the sellers no later than three (3) days before the expiration date, a new bank guarantee or deposit bond as replacement. The obligation of the buyer to produce the replacement bank guarantee or deposit bond and the time for production of the replacement bank guarantee or deposit bond will be of essence of this contract, and if the buyer fails to do so, the seller may terminate the contract.

13. NO CAVEAT

- 13.1. The buyer must not lodge a caveat on the title of this property prior to completion of this contract. This is an essential term of this contract.
- 13.2. The buyer hereby irrevocable appoints the seller and seller's nominated representative as Buyer's attorney to withdraw any caveat lodged on the title of this property in contravention of this clause.
- 13.3. The buyer must pay for any costs including but not limited to the Registration Fee, Seller's legal cost, Agent fee incurred as a result of contravention of Special condition 13.

14. DIRECTOR GUARANTEE

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

ANNEXURE A – DIRECTORS GUARANTEE

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

of _____
(address/s)

agree as follows:

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

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

Signature of Buyer's Director

Signature of Witness

Name of Buyer's Director

Name of Witness

Signature of Buyer's Director

Signature of Witness

Name of Buyer's Director

Name of Witness

Volume 3016 Folio 17 Edition 4

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Coombs Section 12 Block 3 on Deposited Plan 11362 with 129 units on Unit Plan 15727

Unit 111 (Class A) entitlement 730 of 100000, 3 subsidiaries

Lease commenced on 24/01/2023, terminating on 27/09/2117

Proprietor

DARINA FILIPPOVICH

DOOR 512, 2 TERRY CONNOLLY STREET, COOMBS ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Market Value Lease: Applies For Term Of Lease

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
22/02/2023	3227003	Mortgage to COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

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
201120676	Development Application	20/09/2011	IMPACT TRACK - PUBLIC NOTIFICATION	APPROVAL CONDITIONAL	01/12/2011

Description

Proposed Amendments to DA approval - AMENDMENTS INCLUDE: Subdivision and yield numbers altered for the following blocks; Section 2 Blocks 1, 2, 3 & 4 Section 3 Blocks 1, 2, 3, & 4 Section 12 Blocks 1 & 2, Section 37 Block 1, Section 39 Blocks 1 & 2, Section 41 Blocks 1 & 2. Associated changes to services, site access, on street parking and landscaping.

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,

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
202037211	Development Application	13/07/2020	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	10/08/2020

Description

This Development Application is for a Crown Lease Variation, in response to the consent orders, to increase the maximum number of dwellings permitted to 140 dwellings, on Block 3 Section 12 Coombs. An application for Block 3 Section 12 Coombs was reconsidered by the Australian Capital Territory Civil and Administrative Tribunal (AT 116/2019). One of the conditions of approval includes a variation to the purpose clause is required to increase the maximum number of dwellings permitted to incorporate the number of dwellings. The current purpose clause: (b) To use the land for the purpose of multi-unit housing for not less than twenty one (21) nor more than forty four (44) dwellings The proposed purpose clause: (b) To use the land for the purpose of multi-unit housing for a maximum of one hundred and forty (140) dwellings

Volume 3015 Folio 905 Edition 1

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Coombs Section 12 Block 3 on Deposited Plan 11362 with 129 units on Unit Plan 15727

Lease commenced on 24/01/2023, terminating on 27/09/2117

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,727

Vantage Strata, 90/43 Constitution Avenue Reid ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Market Value Lease: Applies For Term Of Lease

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
02/04/2024	3293828	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
201120676	Development Application	20/09/2011	IMPACT TRACK - PUBLIC NOTIFICATION	APPROVAL CONDITIONAL	01/12/2011

Description

Proposed Amendments to DA approval - AMENDMENTS INCLUDE: Subdivision and yield numbers altered for the following blocks; Section 2 Blocks 1, 2, 3 & 4 Section 3 Blocks 1, 2, 3, & 4 Section 12 Blocks 1 & 2, Section 37 Block 1, Section 39 Blocks 1 & 2, Section 41 Blocks 1 & 2. Associated changes to services, site access, on street parking and landscaping.

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
202037211	Development Application	13/07/2020	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	10/08/2020

Description

This Development Application is for a Crown Lease Variation, in response to the consent orders, to increase the maximum number of dwellings permitted to 140 dwellings, on Block 3 Section 12 Coombs. An application for Block 3 Section 12 Coombs was reconsidered by the Australian Capital Territory Civil and Administrative Tribunal (AT 116/2019). One of the conditions of approval includes ¿a variation to the purpose clause is required to increase the maximum number of dwellings permitted to incorporate the number of dwellings.¿ The current purpose clause: (b) To use the land for the purpose of multi-unit housing for not less than twenty one (21) nor more than forty four (44) dwellings The proposed purpose clause: (b) To use the land for the purpose of multi-unit housing for a maximum of one hundred and forty (140) dwellings

ELN Lodgement Case ID: 712865525

ELN Workspace ID: 9249817

Form M V1.23

MORTGAGE

Jurisdiction AUSTRALIAN CAPITAL TERRITORY

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

Whole of the Land

Land Title Reference	Land Description
3016/17	Coombs Section 12 Block 3 Unit 111

Mortgagor

Given Name(s)	DARINA
Family Name	FILIPPOVICH

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
ACLN	234945

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference 2205179

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows:

1. The provisions in the document referred to in (a) above, as varied if shown below (Memorandum) are incorporated in this mortgage.
2. A reference to "this mortgage" in this mortgage form or the Memorandum is a reference to the mortgage constituted by this mortgage form and the Memorandum.
3. You acknowledge that you received and read a copy of this mortgage form and the Memorandum before signing this mortgage.
4. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement.
5. You agree to comply with the provisions of the Memorandum.
6. You declare that, if a certificate of compliance relating to The Property is required by, but has not been issued under, the Planning and Development Act, you need this mortgage to be able to carry out the work required under the building and development provision relating to The Property and will comply with any requirements of the Planning and Land Authority.
7. If this mortgage is a mortgage of a registered sublease, the Memorandum is varied as follows:

By adding the following to clause A3.1(h):

(iv) the Crown Lease over the land described in this mortgage and from which you derive your lease is valid and subsisting at

the time this mortgage takes effect and is not liable to be forfeited, surrendered or to become void; and

8. If this mortgage is a mortgage of a registered underlease, the Memorandum is varied as follows:

By adding the following to clause A3.1(h):

(iv) the Crown Lease over the land described in this mortgage and the sublease from which you derive your underlease are each valid and subsisting at the time this mortgage takes effect and are not liable to be forfeited, surrendered or to become void; and

Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

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

The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents, (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Rosemarie O'Leary

AUTHORISED SIGNATORY

For: COMMONWEALTH BANK OF AUSTRALIA

On behalf of: COMMONWEALTH BANK OF AUSTRALIA

Dated: 13 February 2023

This is a representation of an instrument that was electronically lodged

Dealing Details

Dealing Number: M 3227003

Lodgement Date: 15 February 2023 02:36:02 PM

Registered: 22 February 2023 01:26:56 PM



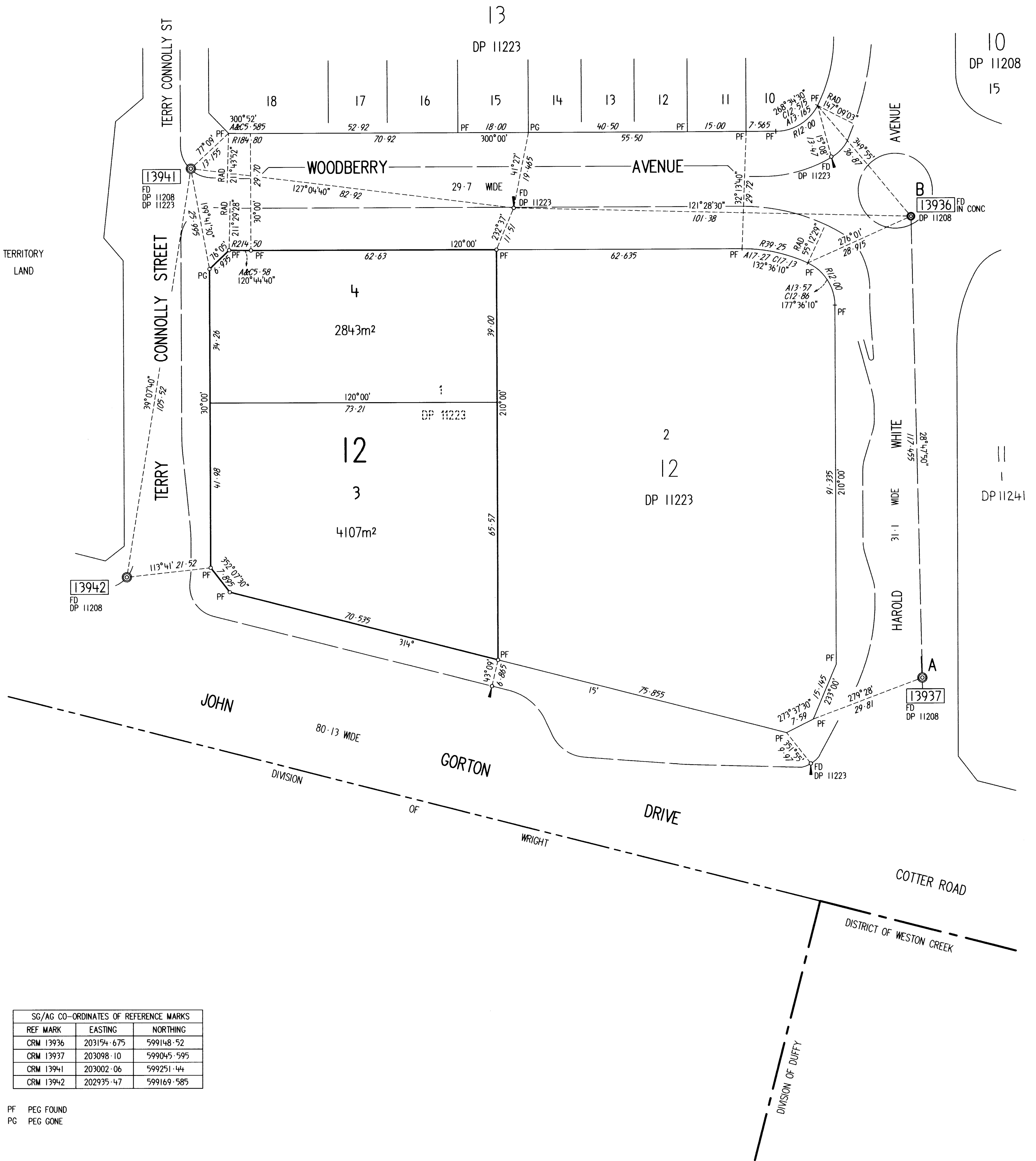
Lodging Party Details

Responsible Subscriber: COMMONWEALTH BANK OF AUSTRALIA - CBA - COMMONWEALTH BANK OF AUSTRALIA - E100026

Address:

Email: repaidslpcsdney@cba.com.au

Phone: 0466812511



SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 13936	203154.675	599148.52
CRM 13937	203098.10	599045.595
CRM 13941	203002.06	599251.44
CRM 13942	202935.47	599169.585

PF PEG FOUND
PG PEG GONE

REFERENCE MARKS	
⊙	Denotes G.P. in road + 83 radially from T.P.
⊙	⊙ C.B. + 83 T.P.
⊙	⊙ PLAQUE IN KERB
⊙	⊙ DEEP-DRIVEN ROD
⊙	⊙ DH&W IN KERB
⊙	(Except as otherwise shown)

NOTE:

Azimuth: A-B (Strom)

All easements are 2.5 metres wide.
(Except as otherwise shown)

Field Books:

REPORT LODGED WITH THE OFFICE OF THE SURVEYOR GENERAL ACT

SURVEYOR'S REFERENCE: 1208640_DP2

MAIL McDONALD BARNESLEY Pty Ltd
1, JESSICA ANNE SMITH of PO BOX 54 JAMISON ACT 2614
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in
accordance with the Surveyors Practice Directions and was completed
on 14 NOVEMBER 2015.

(Signature) *J. Smith*

10/12/2015 Surveyor, Registered under the
Surveyors Act 2007

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

M. Brown 15-12-2015
Surveyor-General of the ACT

PLAN OF

BLOCKS 3 & 4 SECTION 12

BEING A SUBDIVISION OF BLOCK 1 SECTION 12
DIVISION: COOMBS
DISTRICT: MOLONGLO VALLEY
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:600

0 10 20 30 40 50 METRES

THIS IS SHEET 1 OF MY PLAN IN 1 SHEET

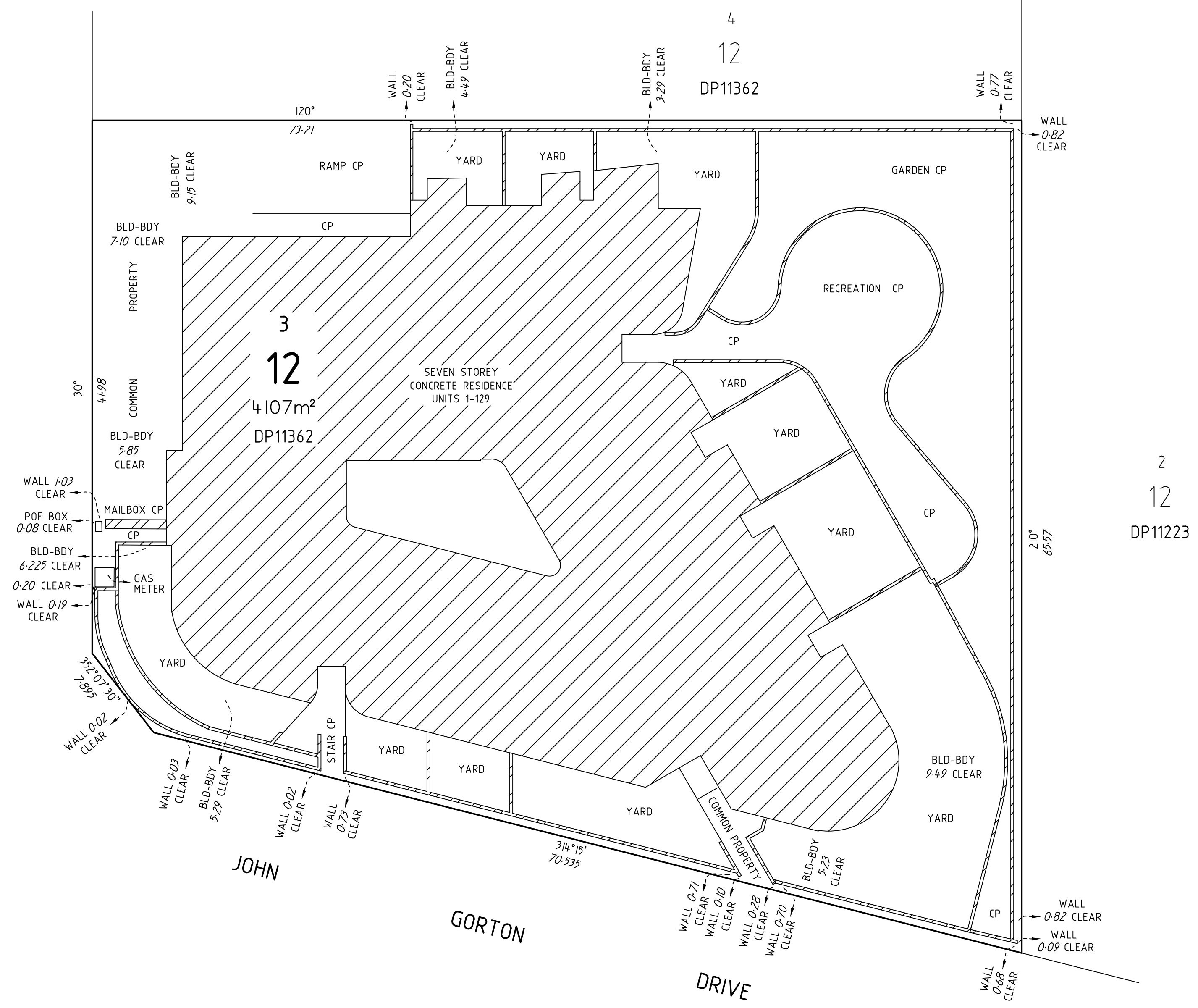
Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the *Sixth*
day of *January* 2016 at *—* minutes
past *two* o'clock in the *after* noon
Approved *David Snowden*
David Snowden
Registrar-General



DEPOSITED PLAN
11362

AMENDS DP 11223

TERRY STREET
CONNOLLY
STREET



LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 1 of 27

SITE PLAN

LAND DETAILS

Block
3

Section
12

Division
COOMBS

Deposited Plan Number
11362

Volume/Folio
2378:22

Class of Units (A or B)
A

NICHOLAS SKEPEV
SOLE DIRECTOR
ZAPARI PROPERTY
COOMBS PTY LIMITED
Signature of Lessee

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

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
1:11 pm, 24/01/2023

Approved
David Pryce
Registrar-General

Registrar of Titles

UNITS PLAN No.
15727

Form 1

Form 088 - SP

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

05101520

METRES

Graphic bar scale - SCALE 1: 250

SURVEYORS DECLARATION

I, STEPHEN JOHN NOAKES of
VERIS AUSTRALIA PTY LIMITED
A surveyor registered under the *Surveyors Act 2007*, herby certify that:

1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 14th DECEMBER 2022

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

14th DECEMBER 2022
Dated

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

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

OR

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

a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;

b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,

c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

90/43 CONSTITUTION AVENUE, REID 2612
Address for Service of Notice

VANTAGE STRATA
Name of Manager / Owners Corporation

REF: 22021.102UP 22021.102UP

XUP: 22584

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	887	3	3015	906
2	887	3	3015	907
3	921	3	3015	908
4	1010	3	3015	909
5	1037	3	3015	910
6	1064	4	3015	911
7	1214	3	3015	912
8	1037	3	3015	913
9	846	3	3015	914
10	805	3	3015	915
11	1037	4	3015	916
12	846	3	3015	917
13	805	4	3015	918
14	819	3	3015	919
15	785	3	3015	920
16	518	3	3015	921
17	518	3	3015	922
18	518	3	3015	923
19	518	3	3015	924
20	1023	4	3015	925
21	1003	3	3015	926
22	716	3	3015	927
23	518	3	3015	928
24	521	3	3015	929
25	716	3	3015	930
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
			3015	905
			 David Pryce Registrar-General	
			 Deputy Registrar-General	

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	518	3	3015	931
27	798	3	3015	932
28	771	3	3015	933
29	1023	3	3015	934
30	785	3	3015	935
31	751	3	3015	936
32	805	3	3015	937
33	846	3	3015	938
34	846	3	3015	939
35	805	2	3015	940
36	819	3	3015	941
37	785	3	3015	942
38	521	3	3015	943
39	521	3	3015	944
40	521	3	3015	945
41	521	3	3015	946
42	1023	4	3015	947
43	1010	3	3015	948
44	716	3	3015	949
45	521	3	3015	950
46	525	3	3015	951
47	716	3	3015	952
48	521	3	3015	953
49	792	3	3015	954
50	772	4	3015	955
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
			3015	905
			 David Pryce Registrar-General  Deputy Registrar-General	

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	1027	3	3015	956
52	792	3	3015	957
53	819	3	3015	958
54	805	3	3015	959
55	846	3	3015	960
56	853	3	3015	961
57	812	3	3015	962
58	826	3	3015	963
59	792	3	3015	964
60	525	3	3015	965
61	525	3	3015	966
62	525	3	3015	967
63	525	3	3015	968
64	1030	4	3015	969
65	1016	3	3015	970
66	723	3	3015	971
67	521	3	3015	972
68	525	3	3015	973
69	723	3	3015	974
70	521	3	3015	975
71	805	3	3015	976
72	771	3	3015	977
73	1037	3	3015	978
74	798	3	3015	979
75	826	3	3015	980
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
			3015	905
			 David Pryce Registrar-General  Deputy Registrar-General	

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	812	3	3015	981
77	853	3	3015	982
78	853	3	3015	983
79	812	3	3015	984
80	826	3	3015	985
81	792	3	3015	986
82	525	3	3015	987
83	525	3	3015	988
84	525	3	3015	989
85	525	3	3015	990
86	1030	4	3015	991
87	1016	3	3015	992
88	723	3	3015	993
89	521	3	3015	994
90	525	3	3015	995
91	723	3	3015	996
92	521	3	3015	997
93	805	3	3015	998
94	771	3	3015	999
95	1030	3	3016	1
96	798	3	3016	2
97	826	3	3016	3
98	812	3	3016	4
99	853	3	3016	5
100	1092	3	3016	6
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
			3015	905
			 David Pryce Registrar-General 	
			 Deputy Registrar-General	

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	798	3	3016	7
102	532	3	3016	8
103	532	3	3016	9
104	532	3	3016	10
105	532	3	3016	11
106	1037	4	3016	12
107	1023	3	3016	13
108	730	3	3016	14
109	528	3	3016	15
110	532	3	3016	16
111	730	3	3016	17
112	528	3	3016	18
113	792	3	3016	19
114	778	3	3016	20
115	1044	3	3016	21
116	805	3	3016	22
117	1092	3	3016	23
118	1037	4	3016	24
119	785	3	3016	25
120	785	3	3016	26
121	785	4	3016	27
122	785	3	3016	28
123	532	3	3016	29
124	1023	3	3016	30
125	1201	3	3016	31
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
			3015	905
			 David Pryce Registrar-General 	
			 Deputy Registrar-General	



1. LAND

2. APPROVAL UNDER UNIT TITLES ACT 2001

Unauthorised version prepared by ACT Parliamentary Counsel's Office

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 9 of 27

FLOOR PLAN

Block

3

Section

12

Division

COOMBS

FLOOR NUMBER

LEGEND

UR UTILITY ROOM - BEING COMMON PROPERTY
UC UTILITY CUPBOARD - BEING COMMON PROPERTY
D DENOTES DUCT - BEING COMMON PROPERTY
C DENOTES COLUMN
S DENOTES STOREROOM
WG DENOTES WINTER GARDENS
CP DENOTES COMMON PROPERTY
DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
* DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
■ DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

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

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

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

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

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

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

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

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

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

NICHOLAS SKEPEV
SOLE DIRECTOR
ZAPARI PROPERTY
COOMBS PTY LIMITED
Signature of Lessee

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**

UNITS PLAN No.

15727

Form 3

Form 091 - FP



LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 12 of 27

FLOOR PLAN

Block

3

Section

12

Division

COOMBS

FLOOR NUMBER

GROUND

NICHOLAS SKEPEV
SOLE DIRECTOR
ZAPARI PROPERTY
COOMBS PTY LIMITED
Signature of Lessee

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 9 FOR LEGEND

UNITS PLAN No.

15727

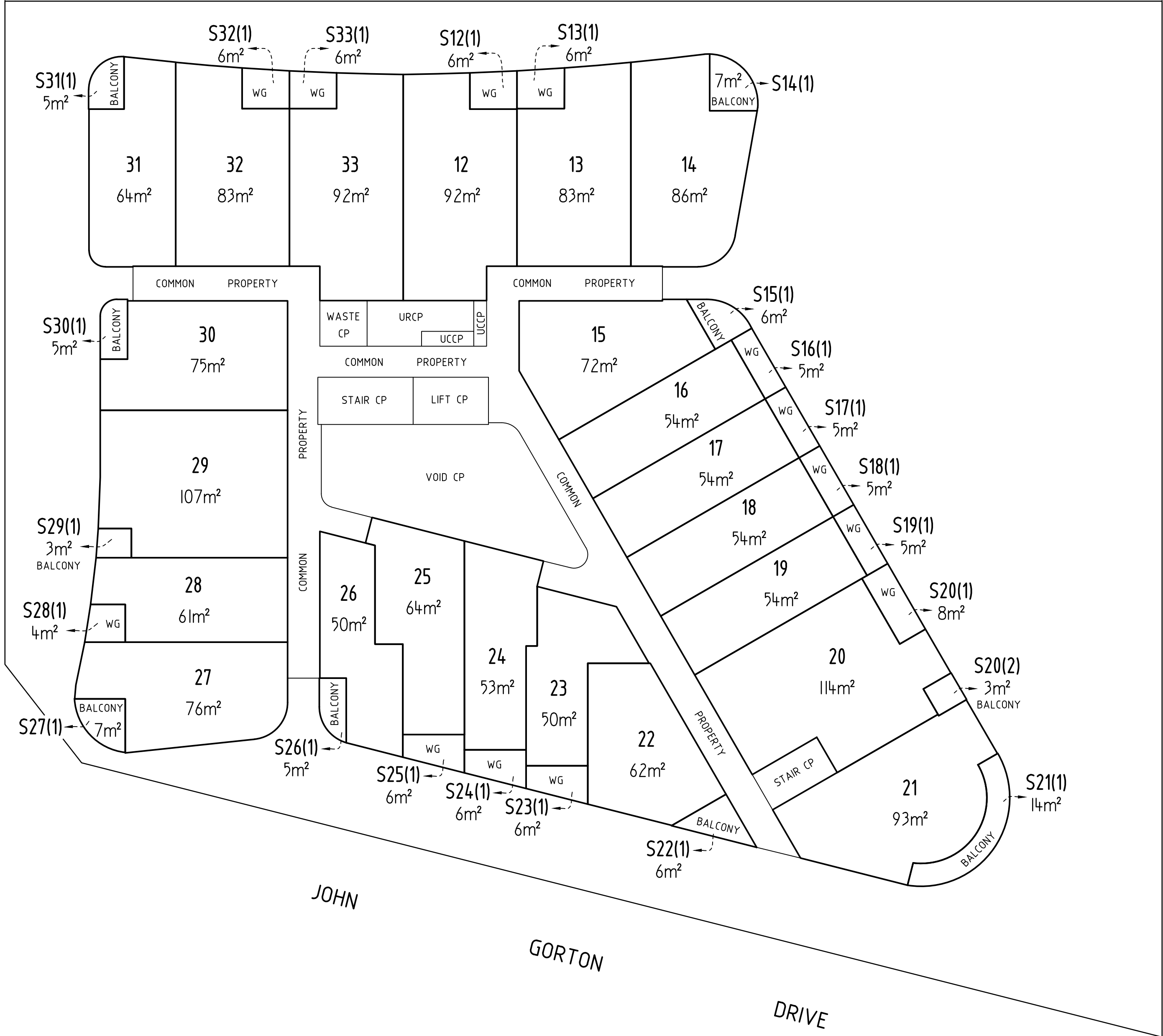
Form 3

Form 091 - FP

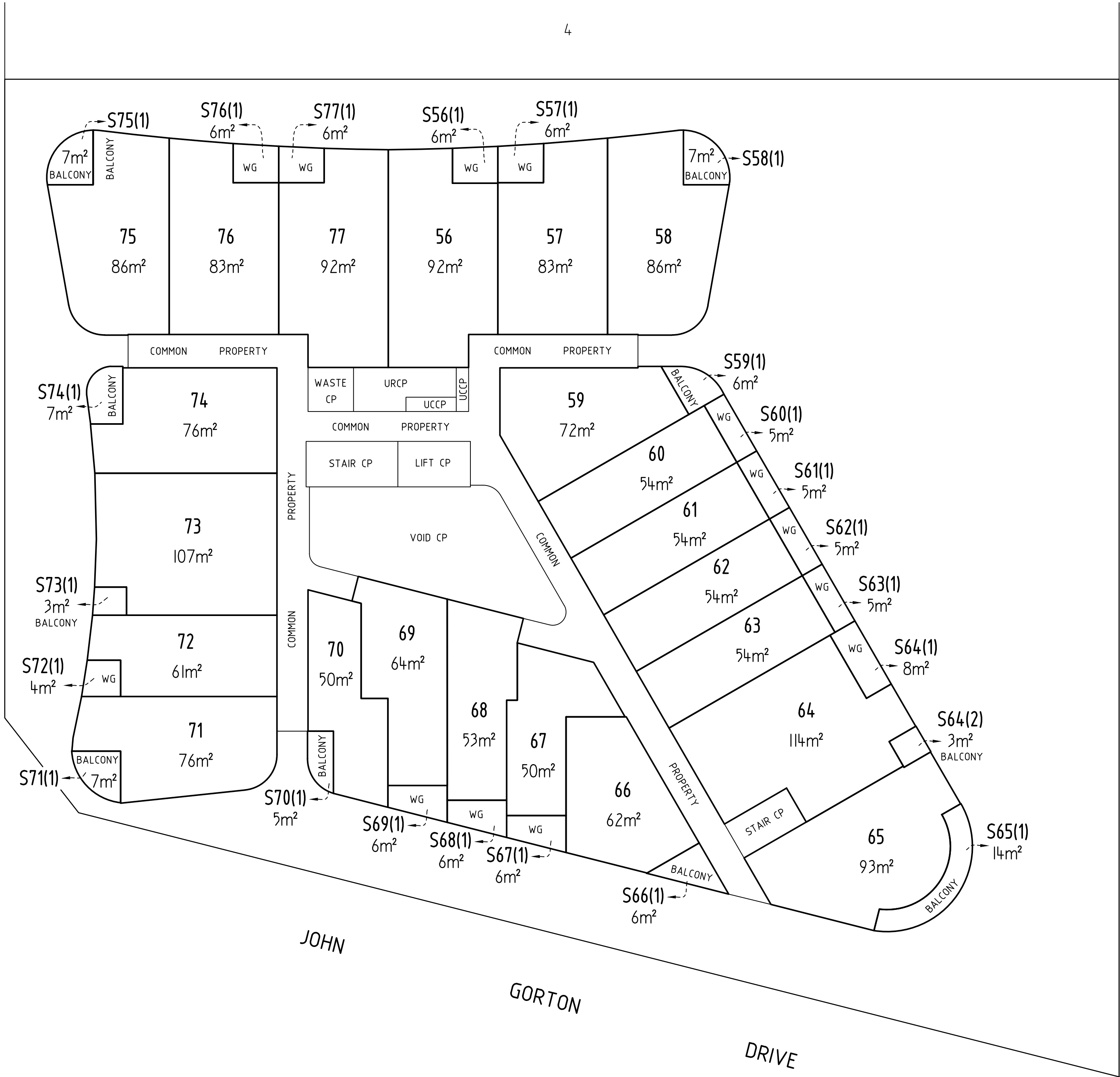
A horizontal number line representing distance in metres. It starts at 0 and has major tick marks at 2, 5, 10, and 15. The word "METRES" is written at the right end of the line.

Graphic bar scale - SCALE 1: 200

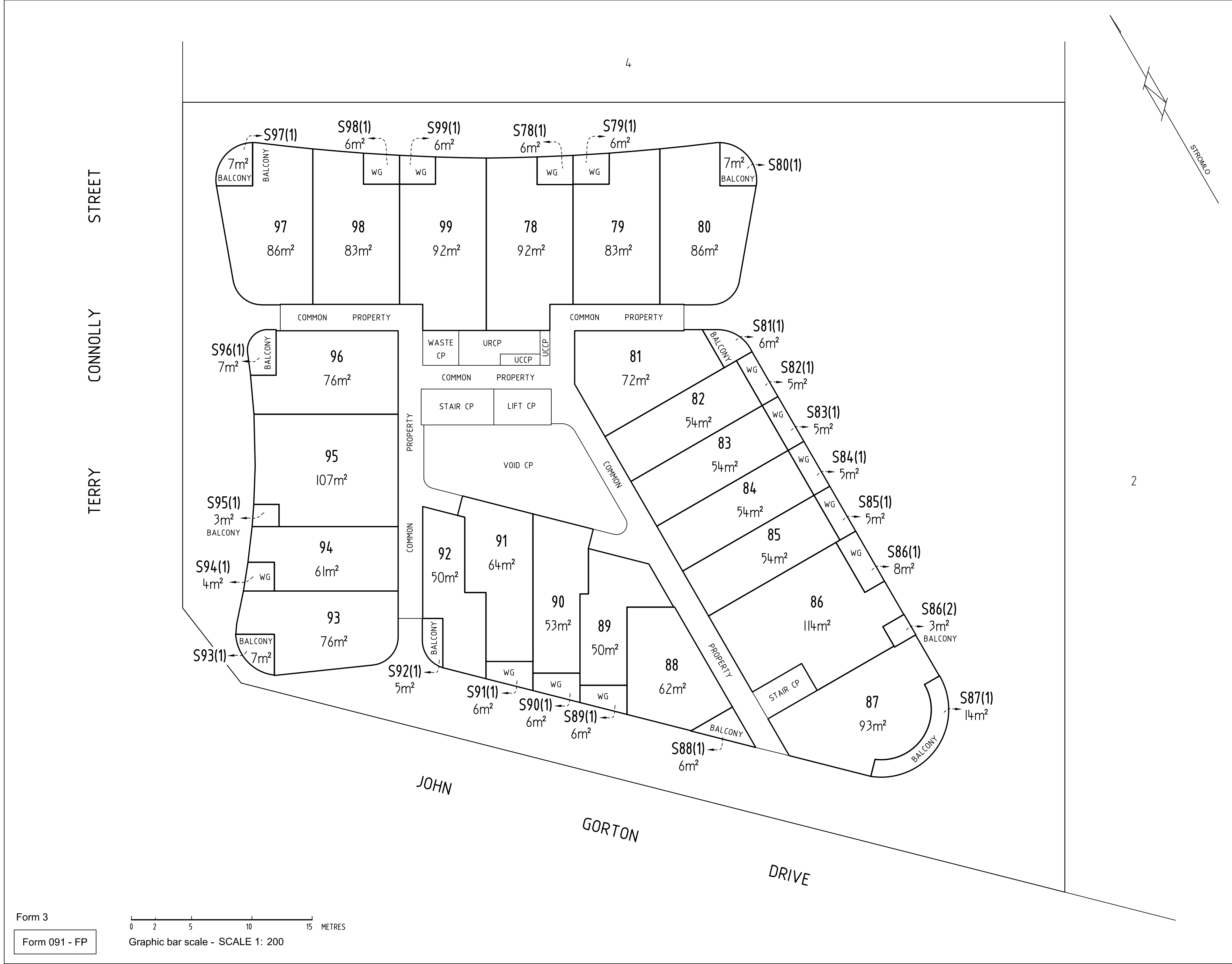
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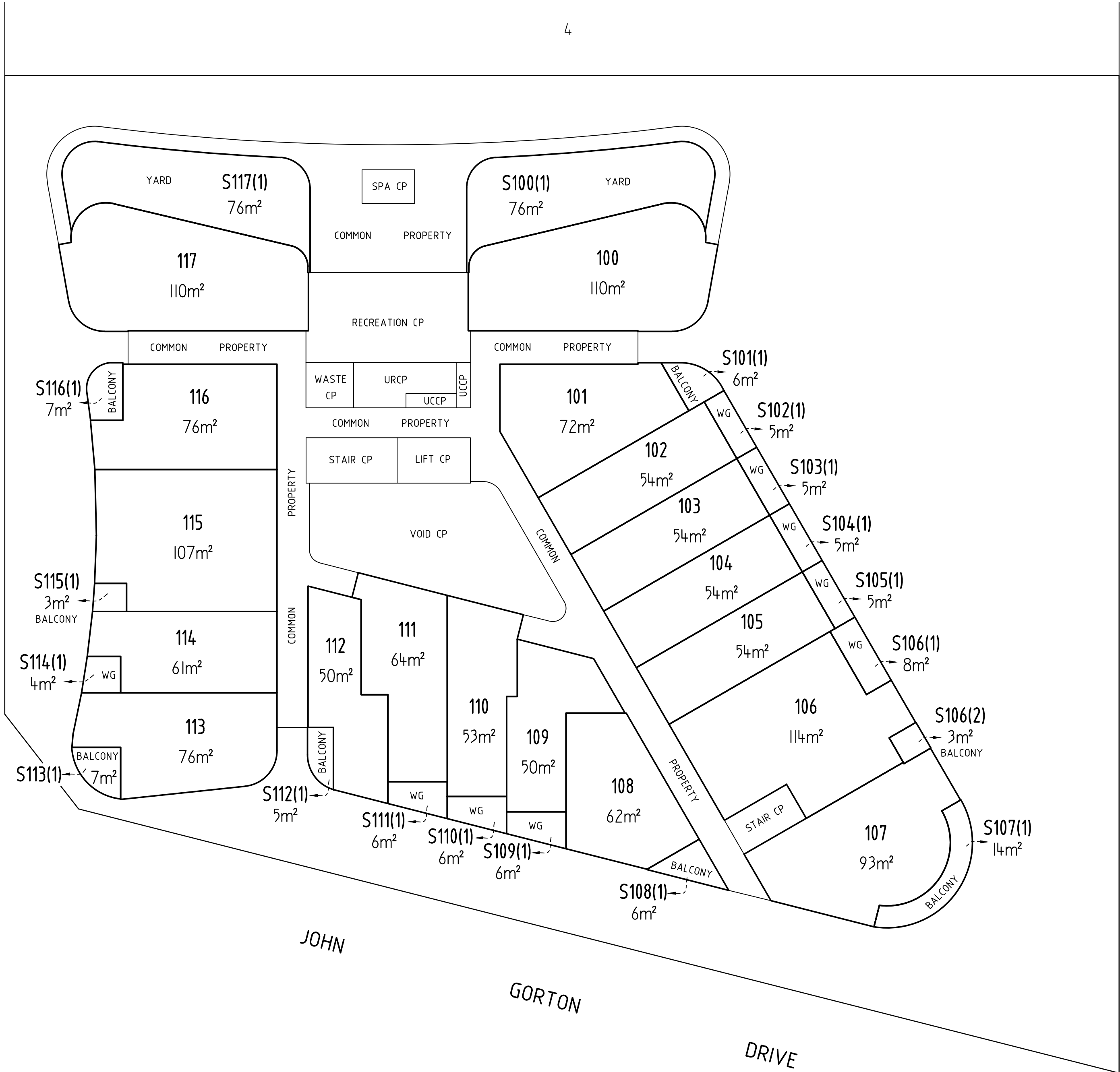
LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 13 of 27
FLOOR PLAN
Block
3
Section
12
Division
COOMBS
FLOOR NUMBER
FIRST
NICHOLAS SKEPEV SOLE DIRECTOR ZAPARI PROPERTY COOMBS PTY LIMITED Signature of Lessee
Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND
CLASS A UNITS AND UNIT SUBSIDIARIES SEE SHEET 9 FOR LEGEND



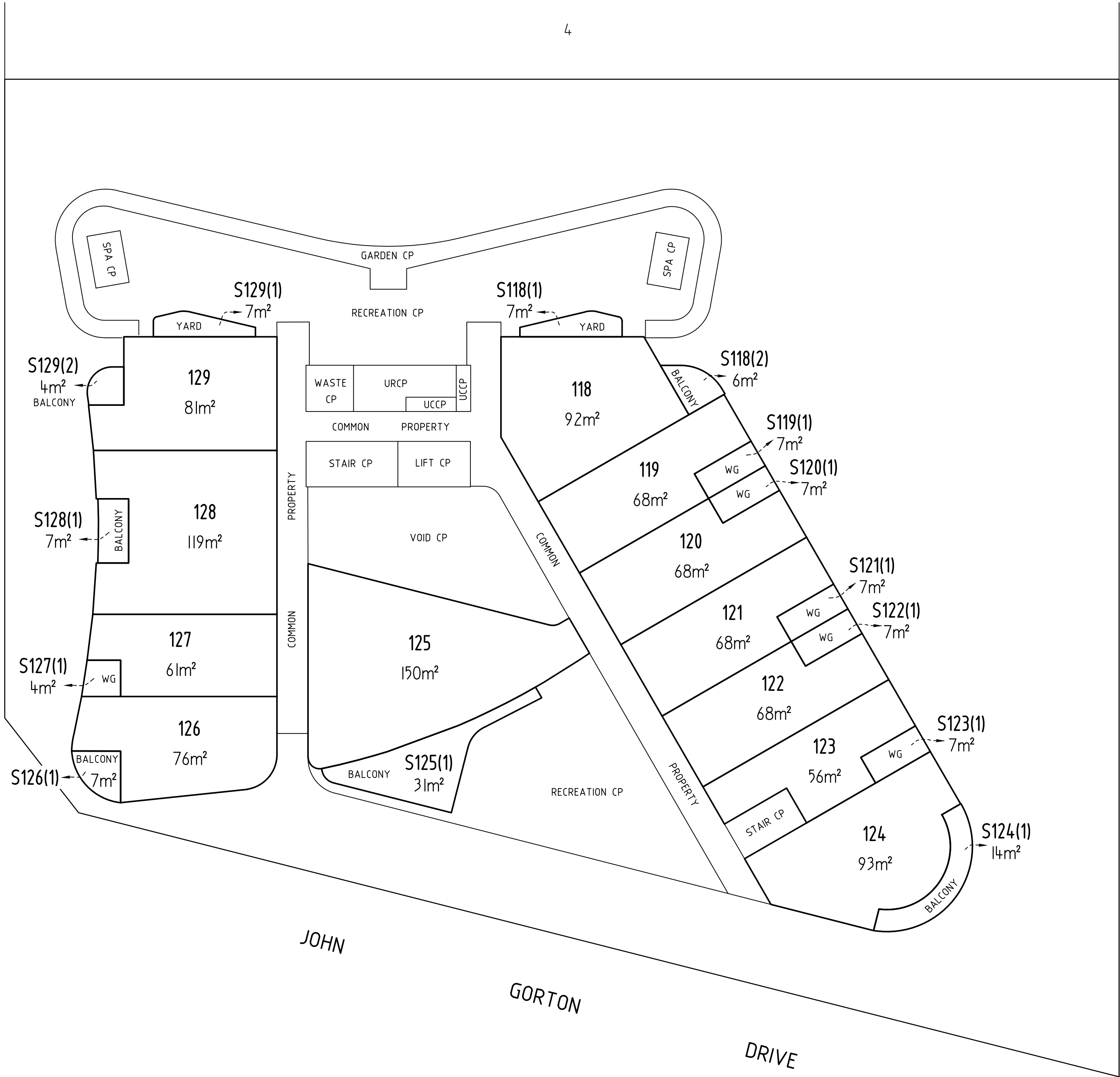
LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 15 of 27
FLOOR PLAN
Block
3
Section
12
Division
COOMBS
FLOOR NUMBER
THIRD
NICHOLAS SKEPEV SOLE DIRECTOR ZAPARI PROPERTY COOMBS PTY LIMITED Signature of Lessee
Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND
CLASS A UNITS AND UNIT SUBSIDIARIES SEE SHEET 9 FOR LEGEND



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 16.....of 27.....
FLOOR PLAN
Block
3
Section
12
Division
COOMBS
FLOOR NUMBER
FOURTH
NICHOLAS SKEPEV SOLE DIRECTOR ZAPARI PROPERTY COOMBS PTY LIMITED Signature of Lessee
..... 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
CLASS A UNITS AND UNIT SUBSIDIARIES SEE SHEET 9 FOR LEGEND
UNITS PLAN No.
15727



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 17.....of 27.....
FLOOR PLAN
Block
3
Section
12
Division
COOMBS
FLOOR NUMBER
FIFTH
NICHOLAS SKEPEV SOLE DIRECTOR ZAPARI PROPERTY COOMBS PTY LIMITED Signature of Lessee
..... Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND
CLASS A UNITS AND UNIT SUBSIDIARIES SEE SHEET 9 FOR LEGEND
UNITS PLAN No.
15727



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 18.....of 27.....
FLOOR PLAN
Block
3
Section
12
Division
COOMBS
FLOOR NUMBER
SIXTH
NICHOLAS SKEPEV SOLE DIRECTOR ZAPARI PROPERTY COOMBS PTY LIMITED Signature of Lessee
..... Delegate of the ACT Planning and Land Authority
APPROVED UNDER THE <i>UNIT TITLES ACT 2001</i> , AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND
CLASS A UNITS AND UNIT SUBSIDIARIES SEE SHEET 9 FOR LEGEND

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15727

Block 3 Section 12 Division of COOMBS

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

1. The term of the lease of each of the units expires on the twenty seventh day of September Two thousand one hundred and seventeen.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 - 129 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) the Lessee shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
 - (d) That the Lessee shall:
 - (i) ensure that aeroscreen luminaries are installed to all external lighting on the parcel of land;
 - (ii) ensure that all external lights are not directed upwards and/or towards the Mount Stromlo Observatory; and
 - (iii) ensure that the choice of external materials, colours and finishes of all buildings on the parcel of land minimise lighting effects on the Mount Stromlo Observatoryto 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) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
- (f) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (g) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (h) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (i) 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;
- (j) the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (k) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;

- (l) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

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

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

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

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

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

5. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and

assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (j) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the..... Twenty third day of..... January 2023.



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

LESSEE: **ZAPARI PROPERTY COOMBS PTY LTD ACN 624 664 473**



FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15727

Block 3 Section 12 Division of COOMBS

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

1. The term of the lease expires on the twenty seventh day of September Two thousand one hundred and seventeen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 15727 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) the Owners Corporation shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
 - (d) That the Owners Corporation shall:
 - (i) ensure that aeroscreen luminaries are installed to all external lighting on the parcel of land;
 - (ii) ensure that all external lights are not directed upwards and/or toward the Mount Stromlo Observatory; and
 - (iii) ensure that the choice of external materials, colours and finishes of all buildings on the parcel of land minimise lighting effects on the Mount Stromlo Observatory

to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

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

- (j) the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (k) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (l) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

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

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

5. In this schedule unless the contrary intention appears:

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

- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “owners corporation” means the body corporate under the name of ‘The Owners – Units Plan No. 15727 ’;
- (d) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (e) “services” means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t);
- (g) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the..... Twenty third day of..... January 2023.



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

LESSEE: **ZAPARI PROPERTY COOMBS PTY LTD ACN 624 664 473**





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	111	Block	3	Section	12	Suburb	COOMBS
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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: 85011	()	(X)
(N/A ex-Government House) ☐		
Dated: 19-JAN-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

Date: 11-MAR-26 09:16:42

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

2026/090 - 188186257



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

11-MAR-2026 09:16

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 10

INFORMATION ABOUT THE PROPERTY

COOMBS Section 12/Block 3/Unit 111

Building Class: A

Area(m2): 4,107.7

Unimproved Value: \$3,490,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.



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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202544532 Lodged 09-OCT-25 Type See Subclass

-- Application Details -----

Description
PLANNING ACT 2023 - PROPOSAL FOR DWELLING ALTERATIONS AND ADDITIONS - removal of the internal balustrade and replacement of painted glass with transparent glass for eight lower level windows of Unit 115 on level 5, and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Coombs	12	3-3	115

-- Involved Parties -----

Role	Name
Lessee	Lilianne Maree Stannard
Applicant	Geoffrey Stannard
Representor	Woods, Tyras

-- Activities -----

Activity Name	Status
Standard	Approval Conditional



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

11-MAR-2026 09:16

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 10

Application DA202037211 **Lodged** 13-JUL-20 **Type** See Subclass

-- Application Details -----

Description

This Development Application is for a Crown Lease Variation, in response to the consent orders, to increase the maximum number of dwellings permitted to 140 dwellings, on Block 3 Section 12 Coombs.

An application for Block 3 Section 12 Coombs was reconsidered by the Australian Capital Territory Civil and Administrative Tribunal (AT 116/2019). One of the conditions of approval includes a variation to the purpose clause is required to increase the maximum number of dwellings permitted to incorporate the number of dwellings.

The current purpose clause:

(b) To use the land for the purpose of multi-unit housing for not less than twenty one (21) nor more than forty four (44) dwellings

The proposed purpose clause:

(b) To use the land for the purpose of multi-unit housing for a maximum of one hundred and forty (140) dwellings

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Coombs	12	3-3	

-- Involved Parties -----

Role	Name
Lessee	Zapari Property Coombs (Pty) L
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Code Track	Approval Conditional



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

Application DA201833513 Lodged 04-SEP-18 Type See Subclass

-- Application Details -----

Description
AMENDMENT TO APPROVED DA201833513 - S197H Amendment to the development application for Construction of an eight storey building comprising 212 apartments with basement parking, landscaping and associated works. - The amendment is to revise the height, width and shape of planters, spa location altered, artificial turf revised, BBQ shelter and location revised, reduction of on site visitor parking spaces, and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Coombs	12	3-3	

-- Involved Parties -----

Role	Name
------	------



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

11-MAR-2026 09:16

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 10

Application DA201833513 **Lodged** 04-SEP-18 **Type** See Subclass

Lessee	Suburban Land Agency
Applicant	Canberra Town Planning Pty Ltd
Representor	Anna Petherbridge
Representor	Virginia Buonopane
Representor	Stephen Martin
Representor	Damain Breach
Representor	Matthew Fuller
Representor	Kellie Wilson
Representor	Ian Barges
Representor	John & Alison Hutchison
Representor	Vanessa McMahon
Representor	Kathleen Geyer
Representor	Laura Hatt
Representor	David & Monique Brouwer
Representor	Ben Jackson
Representor	Rhiannon Jackson
Representor	Yvonne Crowley
Representor	Chung Sing Chua
Representor	Lee Sheather
Representor	Lisa Wechmann
Representor	Jarrold Armstrong
Representor	Kelly Knox
Representor	Philip Walshe
Representor	Samara Duffey
Representor	Kerrie Muir
Representor	Petra & John Reece
Representor	Aileen Mccowie
Representor	Lisa Walshe
Representor	Meg Price
Representor	Ji Lian Ng
Representor	Stanley Ng
Representor	Paul Crowley
Representor	Meke Kamps
Representor	Alex Westcombe
Representor	Sarah Breach
Representor	Phill Wall
Representor	Elspeth Nelson
Representor	Damien & Leanne Pollard
Representor	Benjamin Damiano
Representor	Tanya Taylor
Representor	Elissa Campbell
Representor	Mark Kanard
Representor	Iain Mckimm



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

Application DA201833513 **Lodged** 04-SEP-18 **Type** See Subclass

- | | |
|-------------|--------------------------------|
| Representor | Barry & Louise Knox |
| Representor | Tara Lamshed |
| Representor | Becki Sonter |
| Representor | Aamir Khan |
| Representor | Marc Le Roy |
| Representor | Bruce Duffey |
| Representor | Jane Southerton |
| Representor | Cameron Christie |
| Representor | Hannah Wardrobe |
| Representor | Donna Ross |
| Representor | Kin Jervis |
| Representor | Lynette Mckimm |
| Representor | Mark Gaukroger |
| Representor | Yvette Bettini |
| Representor | 56-Confidential Representor |
| Representor | 57-Confidential Represtation |
| Representor | Veronica Buchanan |
| Representor | Lorinda Buchanan |
| Representor | Elise Bohlscheid |
| Representor | Jose Deepu |
| Representor | 1986 |
| Representor | Samantha Thornton |
| Representor | Srikanth Karumuri & Poojitha B |
| Representor | Daniel Guthrie |
| Representor | Somin Sawell |
| Representor | Kerrie & Matt Wechmann |
| Representor | Berk Canturk |
| Representor | Matt Alston-Fisher |
| Representor | Paul Lavery |
| Representor | Katherine Langridge |
| Representor | Rachel Duncan |
| Representor | Jacinta Hunter |
| Representor | Caitlin Mosleh |
| Representor | Shelley Rath |
| Representor | Linda Seaniger |
| Representor | Sacha Mccallum |
| Representor | Vashti Alston-Fisher |
| Representor | Bilal Mahmood |
| Representor | Pauline Woodley |
| Representor | Ryan Hemsley |
| Representor | Edward & Meredith Pfohl |
| Representor | Denise Lamb |
| Representor | Scott Richards |



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

Application

DA201833513

Lodged

04-SEP-18

Type

See Subclass

Representor	Dmitry Gorodko
Representor	Alina Bryleva
Representor	Erica Sparke
Representor	Chris Thompson
Representor	Michael Langridge
Representor	Kevin Chun
Representor	Igor Yovenko
Representor	Sharif Ahmmad
Representor	Clare Carey
Representor	Pauline Sullivan
Representor	Tami Collins
Representor	Steven Mcculloch
Representor	Purva Koparkar
Representor	Merlin Baker
Representor	Chloe Harradine-Hale
Representor	Jessica Mummery
Representor	Isabel McCormick
Representor	Rob Gocevski
Representor	Luke Whittle
Representor	Wayne Mitchell
Representor	Joshua Francis
Representor	Christina Celeska
Representor	Jayson Lustri
Representor	Hilary Edwards
Representor	Cindy Chia
Representor	Annette Browne
Representor	Shayani Dasanayaka
Representor	Priyanthi Dasanayaka
Representor	Rohan Alston-Fisher
Representor	Elijah Alston-Fisher
Representor	Nissanka Dasanayaka
Representor	Jane Fennell
Representor	James & Sarah Bernardi
Representor	Monika Thompson
Representor	Amith Kumar HI
Representor	Anneli Lynch
Representor	Matthew Roper
Representor	Kate McIntosh
Representor	Andrew Copp
Representor	Katherine Heffernan
Representor	Gillian Carden
Representor	Alison Goodwill
Representor	Tim Goodwill



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

Application

DA201833513

Lodged

04-SEP-18

Type

See Subclass

- Representor

Representor

Representor

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Representor

Representor

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Representor

Representor

Representor

Representor
- Scott Jetson

Holly Neale

Jaismine Chugh

Adrian & Lauren Thearle

Jonathan & Andrea Ora

Hal Franzen

Kathleen Hayes

139-Confidential Representor

140-Confidential Representor

Jody Collette

Benjamin Hallams

Nicole Lewis

Charles Newbould

Western Creek Community Council

Chadwick, Bill

Martin, Stephen

Soencer, Joshua

Mckimm, Iain

Batkin, Alison

-- Activities -----

Activity Name	Status
Merit Track	Refused
Da - Reconsideration	Approval Conditional



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

11-MAR-2026 09:16

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 9 of 10

Application DA201120676 **Lodged** 20-SEP-11 **Type** See Subclass

-- Application Details -----

Description

Proposed Amendments to DA approval - AMENDMENTS INCLUDE: Subdivision and yield numbers altered for the following blocks; Section 2 Blocks 1, 2, 3 & 4 Section 3 Blocks 1, 2, 3, & 4 Section 12 Blocks 1 & 2, Section 37 Block 1, Section 39 Blocks 1 & 2, Section 41 Blocks 1 & 2. Associated changes to services, site access, on street parking and landscaping.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Coombs	2	1-4	
Molonglo Valley	Coombs	2	5-6	
Molonglo Valley	Coombs	3	1-4	
Molonglo Valley	Coombs	3	5-6	
Molonglo Valley	Coombs	3	7-7	
Molonglo Valley	Coombs	12	1-2	
Molonglo Valley	Coombs	12	3-4	
Molonglo Valley	Coombs	37	1-1	
Molonglo Valley	Coombs	37	3-4	
Molonglo Valley	Coombs	39	1-2	
Molonglo Valley	Coombs	39	3-4	
Molonglo Valley	Coombs	41	1-2	
Molonglo Valley	Coombs	41	3-4	

-- Involved Parties -----

Role	Name
Lessee	Territory & Municipal Services
Applicant	Land Development Agency
Representor	Jack Kershaw
Representor	Friends Of Grasslands (Fog)
Representor	Conservation Council Act Regio
Representor	Caroline Le Couteur

-- Activities -----

Activity Name	Status
Aat - Appeal	Active
Impact Track	Approval Conditional



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

11-MAR-2026 09:16

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 10 of 10

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 15727 Lot No. 111 Unit No. 512

Unit Owner/Eligible Person: Darina Filippovich

Darina Filippovich
512/2 Terry Connolly Street
COOMBS ACT 2611

1. Committee Details

Joanne L Lanzon	
Paul A Clarke	
Matthew C Montesin	
Christopher M Scullin	

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:

Jacinta Jackson
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:

Jacinta Jackson
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	Flex Insurance	HQ0006139089	\$73,460,000.00	22/12/2026	\$58,808.58
Common Area Contents			\$734,600.00		
Loss of Rent/Temp Accommodation			\$1,101,900.00		
Lot Owners Fixtures & Improvements			\$250,000.00		
Public Liability			\$30,000,000.00		
Office Bearers			\$5,000,000.00		
Fidelity			\$100,000.00		

5. Contributions and Special Purpose Funds

5.1 The period the contributions and special purpose funds for the unit are for: (24/01/2025 - 23/01/2026)

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
30/05/2025	Standard Levy Contribution Schedule	\$1,027.97	\$166.88	\$1,194.85
30/07/2025	Standard Levy Contribution Schedule	\$1,027.97	\$166.88	\$1,194.85
30/10/2025	Standard Levy Contribution Schedule	\$1,027.97	\$166.88	\$1,194.85
20/01/2026	Standard Levy Contribution Schedule	\$1,027.97	\$166.88	\$1,194.85
Admin Fund Contributions				\$4,111.88
Sinking Fund Contributions				\$667.52
Total Contributions				\$4,779.40
Amount (if any) outstanding				\$0.00
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 \$170,860.77 Sinking Fund \$154,401.99 Total \$325,262.76

6. Developer Control Period

Developer control period expiry date: 25/03/2023

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: 27/9/2117

10. Swimming Pool

Does the Units Plan have a regulated swimming pool? **Yes**

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: 13/03/2026
The Common Seal of
The Owners – Units Plan No 15727

Was hereunto affixed in
The presence of

Signature: _____



Vantage Strata Pty Ltd

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

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

Printed: 13/03/2026 09:46 am User: Syarifah Zanuddin

Contracts Register

15727 Molonglo Falls 2 Terry Connolly Street

Page 1

Contractor Name and Address: Fairy Services

Details of Duties: Gardening Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 03/07/2024

Termination Date: 02/07/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Johnson Controls Australia P/L
38 South Street
RYDALMERE NSW 2116

Details of Duties: Fire Detection and Alarm System Monitoring

Delegated Powers:

Basis of Remuneration:

Commencement Date: 19/11/2023

Termination Date: 18/11/2026

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: O'Neill & Brown Fire
PO Box 606
QUEANBEYAN NSW 2620

Details of Duties: Fire Protection Service

Delegated Powers:

Basis of Remuneration:

Commencement Date: 19/01/2024

Termination Date: 18/01/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: O'Neill & Brown Plumbing
13 Bedford St
QUEANBEYAN NSW 2620

Details of Duties: Hydraulic Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 24/01/2024

Termination Date: 23/01/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Pacific FM
PO Box 891
MITCHELL ACT 2918

Details of Duties: HVAC Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 24/01/2024

Termination Date: 23/01/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Pacific FM
PO Box 891
MITCHELL ACT 2918

Details of Duties: Electrical Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 24/01/2024

Termination Date: 21/01/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

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

Details of Duties: Lift Maintenance

Delegated Powers:

Basis of Remuneration:

Commencement Date: 30/01/2024

Termination Date: 29/01/2027

Terms: 3 years

Options:

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Touchdown

Details of Duties: Annual Height Safety System Inspection

Vantage Strata Pty Ltd

Level 4, DKS No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482
Ph: 02 6171 9700 Email: info@vantagestrata.com.au
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Contracts Register
15727 Molonglo Falls 2 Terry Connolly Street

PO Box 5111 BRADDON ACT 2612		Delegated Powers: Basis of Renumeration: Commencement Date: 24/01/2024 Terms: 3 years Copy of Agreement on File? N		Termination Date: 23/01/2027 Options: Workers Comp No:
Contractor Name and Address: VANTAGE STRATA PTY LTD PO Box 919 DICKSON ACT 2602		Details of Duties: Strata Management Agreement Delegated Powers: Basis of Renumeration: Commencement Date: 24/01/2025 Terms: Copy of Agreement on File? N		Termination Date: 23/01/2029 Options: 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 Renumeration: Commencement Date: 24/01/2025 Terms: Copy of Agreement on File? N		Termination Date: 23/01/2029 Options: Workers Comp No:

Vantage Strata Pty Ltd

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

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

Printed: 13/03/2026 09:45 am User: Syarifah Zauddin

Page 1

OWNER LEDGER from 01/01/24 to 13/03/26 Contribution Schedule

U/Plan: 15727
Building Address: 2 Terry Connolly Street

Units: 129

Lots: 129

Suburb: COOMBS
Building Name: Molonglo Falls
GST?: Yes

State: ACT **Post Code:** 2611

ABN: 35388651213
Manager: Jacinta Jackson

Lot 111	Unit 512	Darina Filippovich			
Date	Ref	Details	Debit	Credit	Balance
01/01/24		Opening Balance	\$0.00	\$0.00	\$0.00
24/01/24	396	Interim Levy From: 24/01/2024 To: 23/07/2024	\$1,678.71	\$0.00	\$1,678.71 DR
25/01/24	594	Receipt; Interim Levy for 21/01/2024 to 23/07/2024 Levy Ref# 396	\$0.00	\$678.71	\$1,000.00 DR
25/01/24	595	Receipt; Interim Levy for 21/01/2024 to 23/07/2024 Levy Ref# 396	\$0.00	\$1,000.00	\$0.00
17/06/24	553	Standard Levy Contribution From: 24/07/2024 To: 23/10/2024	\$1,183.28	\$0.00	\$1,183.28 DR
17/06/24	811	Standard Levy Contribution From: 24/01/2024 To: 23/07/2024	\$283.11	\$0.00	\$1,466.39 DR
19/06/24	819	Receipt; Standard Levy Contribution for 24/07/2024 to 23/10/2024 Levy Ref# 553	\$0.00	\$1,183.28	\$283.11 DR
19/06/24	820	Receipt; Standard Levy Contribution for 24/01/2024 to 23/07/2024 Levy Ref# 811	\$0.00	\$283.11	\$0.00 CR
21/11/24	1193	Receipt; Standard Levy Contribution for 24/10/2024 to 23/01/2025 Levy Ref# 682	\$0.00	\$733.00	\$733.00 CR
21/11/24	1194	Receipt; Standard Levy Contribution for 24/10/2024 to 23/01/2025 Levy Ref# 682	\$0.00	\$450.28	\$1,183.28 CR
21/11/24	1195	Receipt; Standard Levy Contribution for 24/07/2024 to 23/01/2025 Levy Ref# 940	\$0.00	\$283.11	\$1,466.39 CR
29/11/24	682	Standard Levy Contribution From: 24/10/2024 To: 23/01/2025	\$1,183.28	\$0.00	\$283.11 CR
29/11/24	940	Standard Levy Contribution From: 24/07/2024 To: 23/01/2025	\$283.11	\$0.00	\$0.00 CR
29/05/25	1538	Receipt; Standard Levy Contribution Schedule for 24/01/2025 to 23/04/2025 Levy Ref# 1476	\$0.00	\$594.85	\$594.85 CR
29/05/25	1539	Receipt; Standard Levy Contribution Schedule for 24/01/2025 to 23/04/2025 Levy Ref# 1476	\$0.00	\$600.00	\$1,194.85 CR
30/05/25	1476	Standard Levy Contribution Schedule From: 24/01/2025 To: 23/04/2025	\$1,194.85	\$0.00	\$0.00 CR
17/07/25	1701	Receipt; Standard Levy Contribution Schedule for 24/04/2025 to 23/07/2025 Levy Ref# 1477	\$0.00	\$1,194.85	\$1,194.85 CR
30/07/25	1477	Standard Levy Contribution Schedule From: 24/04/2025 To: 23/07/2025	\$1,194.85	\$0.00	\$0.00 CR
23/10/25	1892	Receipt; Standard Levy Contribution Schedule for 24/07/2025 to 23/10/2025 Levy Ref# 1478	\$0.00	\$897.00	\$897.00 CR

OWNER LEDGER from 01/01/24 to 13/03/26
Contribution Schedule

U/Plan: 15727

Building Address: 2 Terry Connolly Street

:

Suburb: COOMBS

Building Name: Molonglo Falls

GST?: Yes

Units: 129

Lots: 129

State: ACT Post Code: 2611

ABN: 35388651213

Manager: Jacinta Jackson

Lot 111	Unit 512	Darina Filippovich (Continued)			
Date	Ref	Details	Debit	Credit	Balance
27/10/25	1901	Receipt; Standard Levy Contribution Schedule for 24/07/2025 to 23/10/2025 Levy Ref# 1478	\$0.00	\$297.85	\$1,194.85 CR
30/10/25	1478	Standard Levy Contribution Schedule From: 24/07/2025 To: 23/10/2025	\$1,194.85	\$0.00	\$0.00 CR
18/12/25	2077	Receipt; Standard Levy Contribution Schedule for 24/10/2025 to 23/01/2026 Levy Ref# 1479	\$0.00	\$500.00	\$500.00 CR
15/01/26	2153	Receipt; Standard Levy Contribution Schedule for 24/10/2025 to 23/01/2026 Levy Ref# 1479	\$0.00	\$694.85	\$1,194.85 CR
20/01/26	1479	Standard Levy Contribution Schedule From: 24/10/2025 To: 23/01/2026	\$1,194.85	\$0.00	\$0.00 CR
		Closing Balance	\$9,390.89	\$9,390.89	\$0.00 CR
		Interest Due	\$0.00		\$0.00
		Total Balance	\$9,390.89	\$9,390.89	\$0.00 CR

Certificate of Currency Residential Strata Insurance Plan

Policy No	HQ0006139089
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/12/2025 to 22/12/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.15727
Situation	2 TERRY CONNOLLY STREET COOMBS ACT 2611

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	\$73,460,000
	Common Area Contents	\$734,600
	Loss of Rent & Temporary Accommodation (total payable)	\$11,019,000
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$5,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	
	Sum Insured	\$11,019,000
	Extended Cover - Loss of Rent & Temporary Accommodation	\$1,652,850
	Escalation in Cost of Temporary Accommodation	\$550,950
	Cost of Removal, Storage and Evacuation	\$550,950
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

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

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

Flex+ Optional Benefits

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

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

Date Printed

17/12/2025

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

Insurance Valuation Report

For

Molonglo Falls

2 Terry Connolly Street, Coombs ACT 2611

Scheme Number: 15727



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 215613

10 December 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

REPORT CONTENTS

SECTION 1 – INSURANCE VALUATION SUMMARY	3
1.1 PURPOSE OF REPORT	3
1.2 PROPERTY ADDRESS	3
1.3 DESCRIPTION OF BUILDING	3
1.4 CLIENT	3
1.5 REPLACEMENT VALUE.....	3
1.6 INSPECTOR DETAILS.....	3
SECTION 2 – INSURANCE VALUATION REPORT.....	4
2.1 RECOMMENDED INSURED VALUE	4
2.2 LOSS OF REVENUE	4
2.3 CURRENT TRENDS.....	4
2.4 PERIODIC REVIEWS.....	4
2.5 ELEMENTS USED IN THE CALCULATED VALUE OF THE BUILDING REPLACEMENT	4
2.6 VALUATION.....	5
2.7 SITE LOCATION MAP	5
SECTION 3 – REPORTING PROCESS AND CONTENT	6
3.1 SITE FACTORS	6
3.2 ADDITIONS & IMPROVEMENTS.....	6
3.3 MAINTENANCE	6
3.4 SUMMARY OF CONSTRUCTION	6
3.5 AREAS NOT INSPECTED - TYPICAL	6
3.6 SCOPE.....	6
3.7 EXCLUSIONS.....	7
SECTION 4 – SITE PHOTOGRAPHS.....	8

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **2 Terry Connolly Street, Coombs ACT 2611**.

1.2 Property Address

The property is situated at **2 Terry Connolly Street, Coombs ACT 2611**.

1.3 Description of Building

The property comprises total one hundred and twenty-nine residential apartments in a seven-storey building complex with allocated secure car parking spaces at two levels of basement. Access to upper floor is by internal stairwell, walkway and two passenger lifts. Part of roof with solar panels. Common property includes communal area, roof terrace, spas, amenities, BBQ facilities, clubhouse, waste storage, common furniture, pergola, waterfall pool, access driveways, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 2023.

1.4 Client

The Proprietors Molonglo Falls.

1.5 Replacement Value

Recommended Insured Value: \$73,460,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation

Replacement Building and Improvements Cost: \$54,880,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months

Calculated at 6% over the period \$5,765,000

Progressive Subtotal: \$60,645,000

Professional Fees: \$6,065,000

Progressive Subtotal: \$66,710,000

Removal of Debris: \$2,745,000

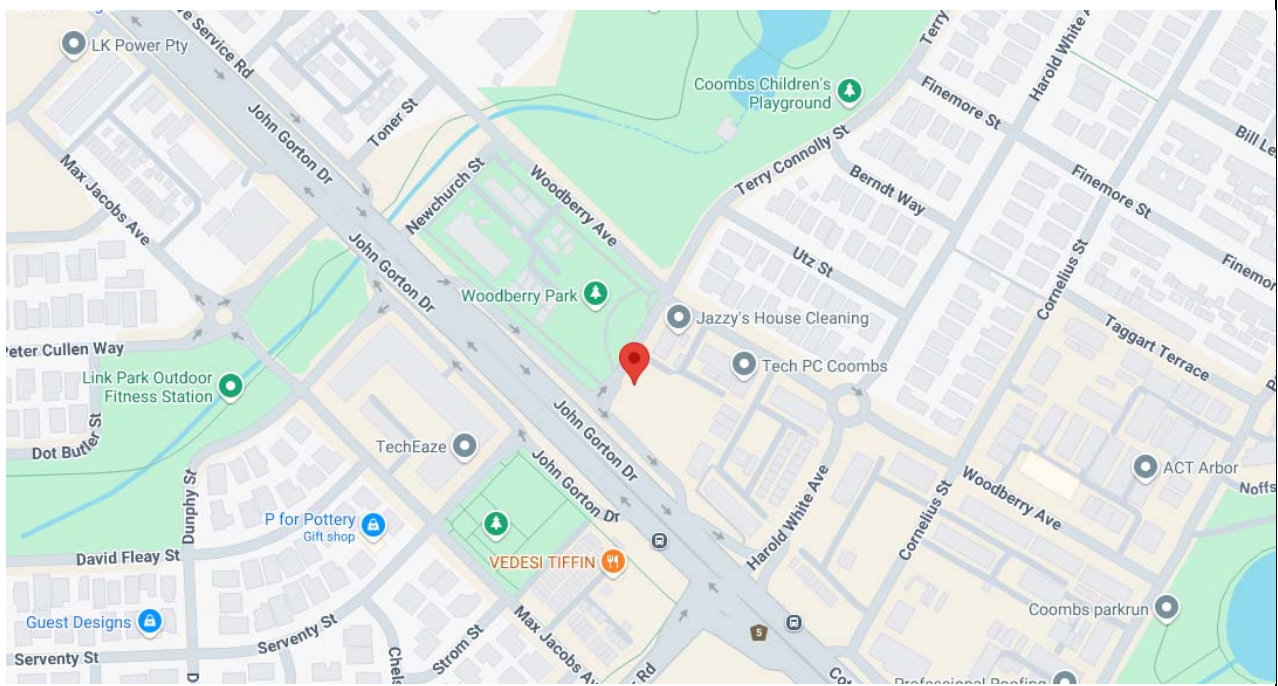
Progressive Subtotal: \$69,455,000

Cost Escalation for Insurance Policy Lapse Period: \$4,005,000

Progressive Subtotal: \$73,460,000

Recommended Insured Value: \$73,460,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 *Primary Method of Construction*

3.4.1.1 *FLOOR STRUCTURE*

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 *WALL STRUCTURE*

EXTERNAL WALL CONSTRUCTION: Concrete masonry.

EXTERNAL WALL FINISHES: Painted concrete panels and painted Fibre cement panels.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Reinforced concrete and low-pitched roof.

ROOFING: Membrane.

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

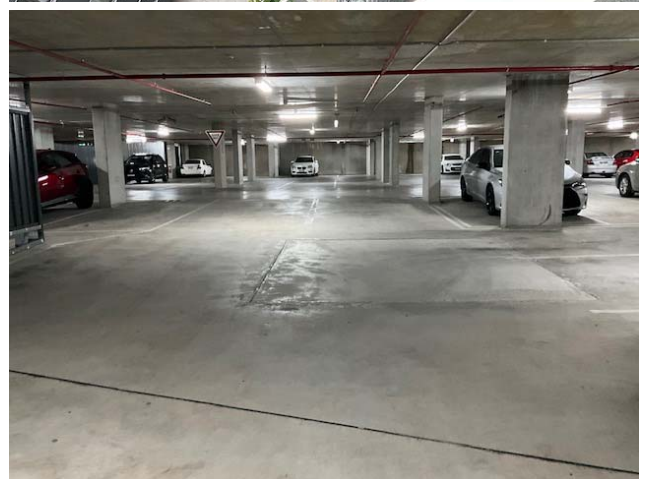
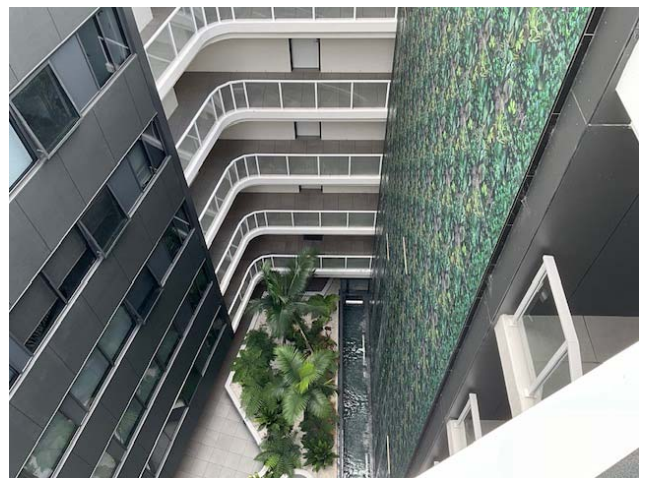
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Molonglo Falls

2 Terry Connolly Street, Coombs, ACT 2611

Scheme Number: 15727



COMPILED BY VON HARAMINA

**On 5 October 2023 for the
15 Years Commencing: 24 January 2024
QIA Job Reference Number: 192048**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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REPORT TABLE OF CONTENTS

INTRODUCTION	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 21 -
ITEMISED ACCRUALS BY YEAR.....	- 26 -
REPORT INFORMATION.....	- 32 -
AREAS NOT INSPECTED	- 32 -

INTRODUCTION

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

LOCATION

2 Terry Connolly Street, Coombs, ACT 2611

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set (GST incl) is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	\$7.76

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

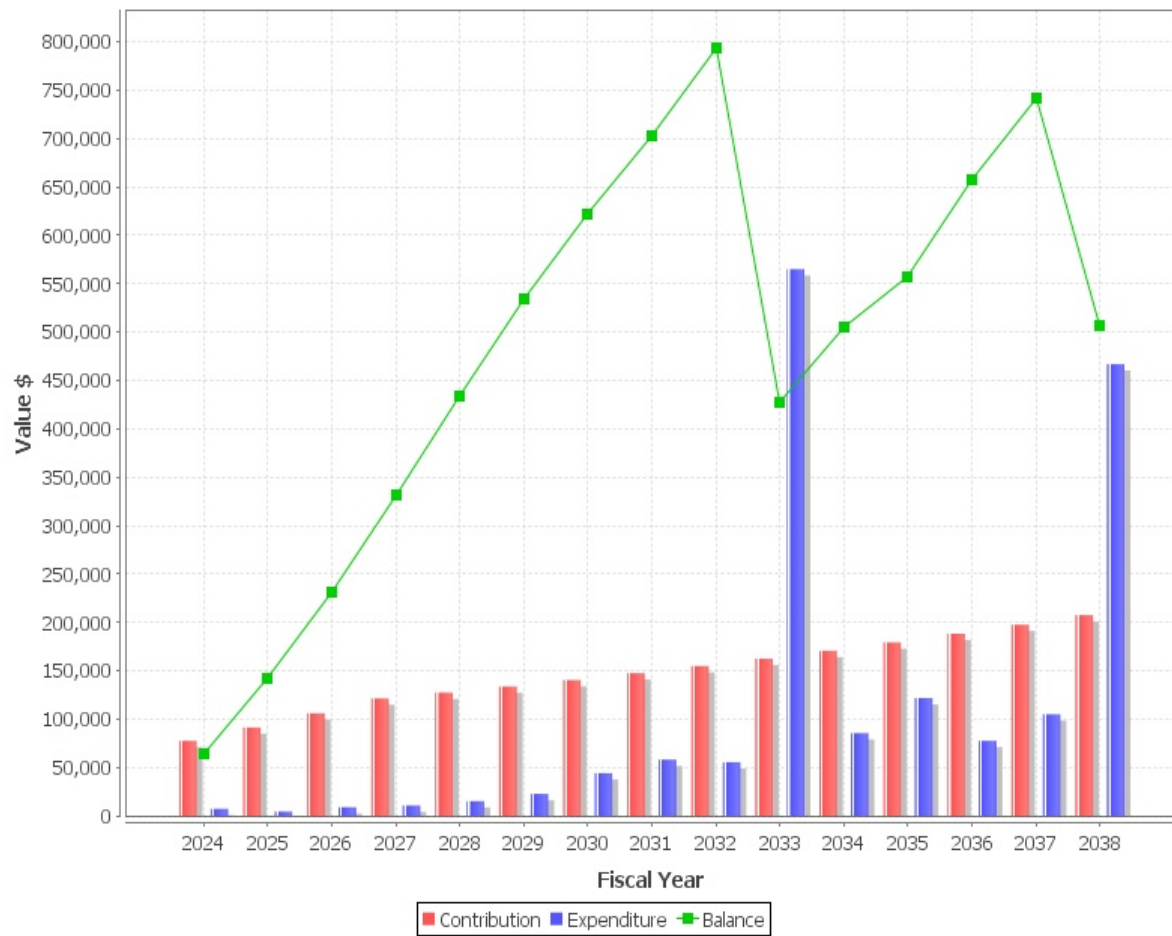
An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the ***Financial Summary Table*** in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income							Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST	Contribution per Entitlement Inc GST	Input Tax Credits	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	24/01/2024	\$0	\$70,512	\$7,051	\$77,563	\$7.05	\$0.71	\$7.76	\$669	\$7,354	\$63,826
2	24/01/2025	\$63,826	\$83,128	\$8,313	\$91,441	\$8.31	\$0.83	\$9.14	\$412	\$4,537	\$142,830
3	24/01/2026	\$142,830	\$96,375	\$9,638	\$106,013	\$9.64	\$0.96	\$10.60	\$811	\$8,916	\$231,100
4	24/01/2027	\$231,100	\$110,285	\$11,029	\$121,314	\$11.03	\$1.10	\$12.13	\$975	\$10,725	\$331,636
5	24/01/2028	\$331,636	\$115,800	\$11,580	\$127,380	\$11.58	\$1.16	\$12.74	\$1,385	\$15,236	\$433,585
6	24/01/2029	\$433,585	\$121,590	\$12,159	\$133,749	\$12.16	\$1.22	\$13.37	\$2,059	\$22,647	\$534,586
7	24/01/2030	\$534,586	\$127,669	\$12,767	\$140,436	\$12.77	\$1.28	\$14.04	\$4,017	\$44,186	\$622,086
8	24/01/2031	\$622,086	\$134,053	\$13,405	\$147,458	\$13.41	\$1.34	\$14.75	\$5,282	\$58,098	\$703,323
9	24/01/2032	\$703,323	\$140,755	\$14,076	\$154,831	\$14.08	\$1.41	\$15.48	\$5,040	\$55,438	\$793,680
10	24/01/2033	\$793,680	\$147,793	\$14,779	\$162,572	\$14.78	\$1.48	\$16.26	\$51,370	\$565,071	\$427,772
11	24/01/2034	\$427,772	\$155,183	\$15,518	\$170,701	\$15.52	\$1.55	\$17.07	\$7,765	\$85,415	\$505,305
12	24/01/2035	\$505,305	\$162,942	\$16,294	\$179,236	\$16.29	\$1.63	\$17.92	\$11,064	\$121,703	\$557,608
13	24/01/2036	\$557,608	\$171,089	\$17,109	\$188,198	\$17.11	\$1.71	\$18.82	\$7,052	\$77,567	\$658,181
14	24/01/2037	\$658,181	\$179,643	\$17,964	\$197,608	\$17.96	\$1.80	\$19.76	\$9,549	\$105,038	\$742,335
15	24/01/2038	\$742,335	\$188,626	\$18,863	\$207,488	\$18.86	\$1.89	\$20.75	\$42,448	\$466,924	\$506,485

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,321
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting		\$3,033
<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>		<u>\$7,354</u>
Includes GST amount of :		\$669
January 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,537
<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>		<u>\$4,537</u>
Includes GST amount of :		\$412
January 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,764
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting		\$3,344
WATER FEAURE / SPAS		
- Maintain filter - replace sand		\$331
- Replace water feature cartridge filter		\$478
<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>		<u>\$8,916</u>
Includes GST amount of :		\$811

January 2027Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$5,002
---------------------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$2,246
--	---------

INDOOR RECREATION AREA

- Replace indoor/outdoor furniture	\$3,476
------------------------------------	---------

<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>	<u>\$10,725</u>
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Includes GST amount of :	\$975
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January 2028Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$5,252
---------------------------------	---------

BASEMENT

- Maintain/repair main garage door running gear	\$612
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EXTERNAL WORKS

- Maintain bin enclosure/waste hoppers	\$2,527
--	---------

FURNITURE & FITTINGS

- Provision to maintain/replace outdoor/indoor furniture	\$842
--	-------

- Install/Replace sensors/exits/emergency lighting	\$3,687
--	---------

WATER FEATURE / SPAS

- Maintain water feature surfaces	\$2,316
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<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>	<u>\$15,236</u>
--	-----------------

Includes GST amount of :	\$1,385
--------------------------	---------

January 2029Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$5,515
---------------------------------	---------

EXTERNAL WORKS

- Maintain common pipework	\$1,605
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- Maintain playground equipment	\$2,948
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FURNITURE & FITTINGS

- Maintain signage	\$2,712
--------------------	---------

- Ongoing partial replacement of exterior lighting	\$855
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- Provision to upgrade swipe readers	\$2,821
--------------------------------------	---------

- Provision to upgrade security cameras	\$5,254
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WATER FEAURE / SPAS

- Maintain filter - replace sand	\$383
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- Replace water feature cartridge filter	\$553
--	-------

<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>	<u>\$22,647</u>
--	-----------------

Includes GST amount of :	\$2,059
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January 2030Expense
Inc GST**SUPERSTRUCTURE**

- Maintain pergolas	\$805
---------------------	-------

- Capital Replacement - General	\$5,790
---------------------------------	---------

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$4,065
--	---------

- Provision to replace door closers	\$2,124
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- Provision to replace door hardware	\$1,213
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AMENITIES

- Maintain floor tiles	\$715
------------------------	-------

LOBBIES / ATRIUM

- Maintain floor tiles	\$7,611
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WATER FEATURE / SPAS

- Replace water feature pumps	\$3,870
-------------------------------	---------

- Replace water chlorinator	\$2,136
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PLANT & EQUIPMENT

- Replace hot water system	\$3,870
----------------------------	---------

INDOOR RECREATION AREA

- Maintain tiles	\$1,463
------------------	---------

- Replace indoor/outdoor furniture	\$4,024
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- Replace appliances/equip recreation area	\$6,501
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<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>	<u>\$44,186</u>
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Includes GST amount of :	\$4,017
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January 2031

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,689
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- Capital Replacement - General	\$6,080
---------------------------------	---------

BASEMENT

- Replace exhaust/supply fans	\$23,403
-------------------------------	----------

- Provision for CO sensor/monitor replacement	\$3,540
---	---------

EXTERNAL WORKS

- Ongoing partial maintenance of walkways	\$5,873
---	---------

FURNITURE & FITTINGS

- Provision to upgrade video/PVR	\$406
- Provision to upgrade security system monitor	\$244
- Provision to replace BBQ	\$7,801
- Maintain/replace fire pits	\$3,861

ROOF

- Maintain/upgrade height safety system	\$2,925
---	---------

WATER FEATURE / SPAS

- Maintain spas	\$2,275
-----------------	---------

Total Forecast Expenditure for year - January 2031 (Inc GST): \$58,098

Includes GST amount of : \$5,282

January 2032

Expense
Inc GST

SUPERSTRUCTURE

- Replace window fixtures and fittings	\$2,774
- Capital Replacement - General	\$6,384

BASEMENT

- Replace main garage door motor	\$2,253
- Replace stormwater pumps	\$4,710

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$4,481
- Provision to upgrade security cameras	\$6,082

LANDSCAPING

- Service/repair irrigation system controllers	\$1,664
--	---------

AMENITIES

- Maintain toilet/washroom	\$469
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$13,177
- Provision to replace portable fire extinguishers	\$2,867
- Provision to replace hydrant valve assemblies & seals	\$3,413

WATER FEATURE / SPAS

- Maintain filter - replace sand	\$444
- Replace water feature cartridge filter	\$640

PLANT & EQUIPMENT

- Replace hot water pumps	\$6,082
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Total Forecast Expenditure for year - January 2032 (Inc GST): \$55,438

Includes GST amount of : \$5,040

January 2033

Expense
Inc GST

SUPERSTRUCTURE

- Repaint buildings	\$259,630
- Repaint balcony/verandah ceilings	\$19,201
- Repaint vent/downpipes	\$16,674
- Scaffold/access equip allowance	\$63,958
- Repaint door face	\$3,713
- Repaint posts/columns	\$4,114
- Capital Replacement - General	\$6,703

DRIVEWAYS, PATHWAYS & PARKING

- Repaint bollards	\$3,182
- Repaint line marking	\$7,719
- Replace traffic mirror	\$627

EXTERNAL WORKS

- Maintain bin enclosure/waste hoppers	\$3,225
--	---------

FENCING

- Repaint boundary walls/fencing	\$19,315
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FURNITURE & FITTINGS

- Provision to maintain/replace outdoor/indoor furniture	\$1,075
--	---------

- Ongoing partial replacement of exterior lighting	\$1,039
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- Provision to upgrade intercom systems, handsets & associated equipment progressively	\$23,643
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- Provision to replace door closers	\$2,458
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LANDSCAPING

- Replace planter box membrane	\$7,203
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AMENITIES

- Repaint walls/ceiling	\$2,315
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- Maintain floor tiles	\$828
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LOBBIES / ATRIUM

- Repaint ceiling	\$58,405
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- Repaint door face	\$36,198
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- Maintain floor tiles	\$8,811
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STAIRWELL

- Repaint door face	\$5,304
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INDOOR RECREATION AREA

- Provision to repaint recreation area ceiling/walls	\$3,379
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- Maintain tiles	\$1,693
------------------	---------

- Replace indoor/outdoor furniture	\$4,659
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<u>Total Forecast Expenditure for year - January 2033 (Inc GST):</u>	<u>\$565,071</u>
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Includes GST amount of :	\$51,370
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January 2034Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$1,956
- Maintain pergolas	\$978
- Maintain balcony/verandah floor tiles	\$11,796
- Capital Replacement - General	\$7,038

BASEMENT

- Replace exhaust/supply fans	\$27,092
- Provision for CO sensor/monitor replacement	\$4,098
- Maintain/repair main garage door running gear	\$820

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$4,940
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment in 15 years (partial accrual) 20%	\$26,697
--	----------

Total Forecast Expenditure for year - January 2034 (Inc GST): **\$85,415**

Includes GST amount of : **\$7,765**

January 2035Expense
Inc GST**SUPERSTRUCTURE**

- Replace window fixtures and fittings	\$3,211
- Capital Replacement - General	\$7,390

BASEMENT

- Service/replace HVAC monitor/controller variable speed driver	\$6,440
---	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain driveway 3% of total	\$10,198
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EXTERNAL WORKS

- Service/repair garbage bin enclosure roller shutter door & motor	\$4,781
--	---------

- Maintain playground equipment	\$3,951
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FURNITURE & FITTINGS

- Maintain/replace satellite/TV aerials	\$2,519
---	---------

- Provision to upgrade security cameras	\$7,040
---	---------

- Maintain/replace fire pits	\$4,694
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LANDSCAPING

- Service/repair irrigation system controllers	\$1,926
--	---------

- Repair/replace artificial grass	\$10,914
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment in 15 years (partial accrual) 20%	\$28,032
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- Replace sprinkler pump	\$5,877
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- Provision to replace hydrant valve assemblies & seals	\$3,951
---	---------

ROOF

- Maintain/replace rooftop fan, HVAC monitor/controller plus ventilation ducting	\$6,163
--	---------

- Maintain/upgrade height safety system	\$3,556
---	---------

WATER FEATURE / SPAS

- Maintain filter - replace sand	\$514
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- Replace water feature cartridge filter	\$741
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- Maintain spas	\$2,766
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PLANT & EQUIPMENT

- Replace hot water pumps	\$7,040
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<u>Total Forecast Expenditure for year - January 2035 (Inc GST):</u>	<u>\$121,703</u>
--	------------------

Includes GST amount of :	\$11,064
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January 2036		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$7,760
EXTERNAL WORKS		
- Maintain common pipework		\$2,259
- Ongoing partial maintenance of walkways		\$7,495
FURNITURE & FITTINGS		
- Maintain signage		\$3,817
- Install/Replace sensors/exits/emergency lighting		\$5,447
- Provision to replace door closers		\$2,846
AMENITIES		
- Maintain floor tiles		\$958
FIRE PROTECTION SYSTEMS		
- Provision to upgrade Fire Panel & associated detection equipment in 15 years (partial accrual) 20%		\$29,433
LOBBIES / ATRIUM		
- Maintain floor tiles		\$10,200
INDOOR RECREATION AREA		
- Maintain tiles		\$1,960
- Replace indoor/outdoor furniture		\$5,393
<u>Total Forecast Expenditure for year - January 2036 (Inc GST):</u>		<u>\$77,567</u>
	Includes GST amount of :	\$7,052

January 2037		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$2,264
- Capital Replacement - General		\$8,148

BASEMENT

- Replace exhaust/supply fans	\$31,362
- Provision for CO sensor/monitor replacement	\$4,744

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,263
- Provision to upgrade swipe readers	\$4,169
- Provision to replace door hardware	\$1,707

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment in 15 years (partial accrual) 20%	\$30,905
- Provision to replace fire hose reels	\$16,818
- Provision to replace portable fire extinguishers	\$3,659

Total Forecast Expenditure for year - January 2037 (Inc GST): **\$105,038**

Includes GST amount of : **\$9,549**

January 2038	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings	\$3,717
- Replace external door/frame in 25 years (partial accrual) 33%	\$3,698
- Maintain pergolas	\$1,189
- Replace podium slab membrane/tiling	\$58,651
- Maintain balcony/verandah floor tiles	\$14,338
- Capital Replacement - General	\$8,555

BASEMENT

- Provision to replace main garage door in 19 years (partial accrual) 20%	\$1,921
- Replace stormwater pumps	\$6,312

DRIVEWAYS, PATHWAYS & PARKING

- Provision to replace wheel stops \$1,143

EXTERNAL WORKS

- Maintain bin enclosure/waste hoppers \$4,116

FENCING

- Provision to replace powder coated slat fencing/gates in 35 years (partial accrual) 20% \$1,665
- Replace powder coated pedestrian gates progressively \$1,075

FURNITURE & FITTINGS

- Provision to maintain/replace outdoor/indoor furniture \$1,372
- Provision to replace mail boxes in 25 years (partial accrual) 33% \$19,572
- Install/Replace sensors/exits/emergency lighting \$6,005
- Provision to upgrade security cameras \$8,150
- Provision to upgrade intercom systems, handsets & associated equipment progressively \$30,175

LANDSCAPING

- Replace planter box membrane \$9,193
- Service/repair irrigation system controllers \$2,230

AMENITIES

- Provision to replace toilet and basin \$1,452

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment in 15 years (partial accrual) 20% \$32,450
- Provision to replace hydrant valve assemblies & seals \$4,574

ROOF

- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,263
- Replace/maintain liquid membrane	\$73,466
- Provision partial balcony membrane replacement	\$16,076

WATER FEATURE / SPAS

- Replace water feature pumps	\$5,717
- Replace water chlorinator	\$3,156
- Maintain filter - replace sand	\$595
- Replace water feature filter	\$3,087
- Maintain water feature surfaces	\$3,773
- Replace water feature cartridge filter	\$858

PLANT & EQUIPMENT

- Replace electric hot water system	\$108,624
- Replace hot water pumps	\$8,150

INDOOR RECREATION AREA

- Replace appliances/equip recreation area	\$9,605
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<u>Total Forecast Expenditure for year - January 2038 (Inc GST):</u>	<u>\$466,924</u>
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Includes GST amount of :	\$42,448
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$144,900	2033	10										259630					
- Repaint balcony/verandah ceilings	\$10,716	2033	10										19201					
- Replace window fixtures and fittings	\$1,625	2032	3									2774			3211			3717
- Repaint vent/downpipes	\$9,306	2033	10										16674					
- Scaffold/access equip allowance	\$35,695	2033	10										63958					
- Repaint door face	\$2,072	2033	10										3713					
- Replace external door/frame in 25 years (partial accrual) 33%	\$1,617	2038	5															3698
- Provision to replace balustrade/handrail fixings	\$1,040	2031	3								1689			1956			2264	
- Maintain pergolas	\$520	2030	4							805				978				1189
- Repaint posts/columns	\$2,296	2033	10										4114					
- Replace podium slab membrane/tiling	\$25,648	2038	5															58651
- Maintain balcony/verandah floor tiles	\$6,270	2034	4											11796				14338
- Capital Replacement - General	\$3,741	2024	1	4321	4537	4764	5002	5252	5515	5790	6080	6384	6703	7038	7390	7760	8148	8555
BASEMENT																		
- Replace exhaust/supply fans	\$14,400	2031	3								23403			27092			31362	
- Provision for CO sensor/monitor replacement	\$2,178	2031	3								3540			4098			4744	
- Provision to replace main garage door in 19 years (partial accrual) 20%	\$840	2038	1															1921
- Maintain/repair main garage door running gear	\$436	2028	6					612						820				

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
BASEMENT																		
- Replace main garage door motor	\$1,320	2032	10									2253						
- Replace stormwater pumps	\$2,760	2032	6									4710						6312
- Service/replace HVAC monitor/controller variable speed driver	\$3,260	2035	5												6440			
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain driveway 3% of total	\$5,162	2035	5												10198			
- Repaint bollards	\$1,776	2033	10										3182					
- Repaint line marking	\$4,308	2033	10										7719					
- Replace traffic mirror	\$350	2033	10										627					
- Provision to replace wheel stops	\$500	2038	5															1143
EXTERNAL WORKS																		
- Maintain bin enclosure/waste hoppers	\$1,800	2028	5					2527					3225					4116
- Maintain common pipework	\$1,089	2029	7						1605							2259		
- Ongoing partial maintenance of walkways	\$3,614	2031	5								5873					7495		
- Service/repair garbage bin enclosure roller shutter door & motor	\$2,420	2035	12												4781			
- Maintain playground equipment	\$2,000	2029	6						2948						3951			
FENCING																		
- Provision to replace powder coated slat fencing/gates in 35 years (partial accrual) 20%	\$728	2038	5															1665
- Repaint boundary walls/fencing	\$10,780	2033	10										19315					
- Replace powder coated pedestrian gates progressively	\$470	2038	5															1075

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Provision to maintain/replace outdoor/indoor furniture	\$600	2028	5					842					1075					1372
- Maintain signage	\$1,840	2029	7						2712							3817		
- Provision to replace mail boxes in 25 years (partial accrual) 33%	\$8,559	2038	5															19572
- Install/Replace sensors/exits/emergency lighting	\$2,626	2024	2	3033		3344		3687		4065		4481		4940		5447		6005
- Maintain/replace satellite/TV aerials	\$1,275	2035	12												2519			
- Ongoing partial replacement of exterior lighting	\$580	2029	4						855				1039				1263	
- Provision to upgrade swipe readers	\$1,914	2029	8						2821								4169	
- Provision to upgrade security cameras	\$3,564	2029	3						5254			6082			7040			8150
- Provision to upgrade video/PVR	\$250	2031	8								406							
- Provision to upgrade security system monitor	\$150	2031	8								244							
- Provision to upgrade intercom systems, handsets & associated equipment progressively	\$13,195	2033	5										23643					30175
- Provision to replace door closers	\$1,372	2030	3							2124			2458			2846		
- Provision to replace door hardware	\$784	2030	7							1213							1707	
- Provision to replace BBQ	\$4,800	2031	8								7801							
- Maintain/replace fire pits	\$2,376	2031	4								3861				4694			
LANDSCAPING																		
- Replace planter box membrane	\$4,020	2033	5										7203					9193
- Service/repair irrigation system controllers	\$975	2032	3									1664			1926			2230
- Repair/replace artificial grass	\$5,525	2035	12												10914			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
AMENITIES																		
- Maintain toilet/washroom	\$275	2032	8									469						
- Repaint walls/ceiling	\$1,292	2033	10										2315					
- Maintain floor tiles	\$462	2030	3							715			828			958		
- Provision to replace toilet and basin	\$635	2038	20															1452
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment in 15 years (partial accrual) 20%	\$14,190	2034	1											26697	28032	29433	30905	32450
- Provision to replace fire hose reels	\$7,722	2032	5									13177					16818	
- Provision to replace portable fire extinguishers	\$1,680	2027	5				2246					2867					3659	
- Replace sprinkler pump	\$2,975	2035	12												5877			
- Provision to replace hydrant valve assemblies & seals	\$2,000	2032	3									3413			3951			4574
LOBBIES / ATRIUM																		
- Repaint ceiling	\$32,596	2033	10										58405					
- Repaint door face	\$20,202	2033	10										36198					
- Maintain floor tiles	\$4,918	2030	3							7611			8811			10200		
ROOF																		
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$5,362	2038	5															12263
- Replace/maintain liquid membrane	\$32,126	2038	5															73466
- Provision partial balcony membrane replacement	\$7,030	2038	5															16076
- Maintain/replace rooftop fan, HVAC monitor/controller plus ventilation ducting	\$3,120	2035	4												6163			
- Maintain/upgrade height safety system	\$1,800	2031	4								2925				3556			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
STAIRWELL																		
- Repaint door face	\$2,960	2033	10										5304					
WATER FEASURE / SPAS																		
- Replace water feature pumps	\$2,500	2030	8							3870								5717
- Replace water chlorinator	\$1,380	2030	8							2136								3156
- Maintain filter - replace sand	\$260	2026	3			331			383			444			514			595
- Replace water feature filter	\$1,350	2038	15															3087
- Maintain water feature surfaces	\$1,650	2028	10					2316										3773
- Replace water feature cartridge filter	\$375	2026	3			478			553			640			741			858
- Maintain spas	\$1,400	2031	4								2275				2766			
PLANT & EQUIPMENT																		
- Replace electric hot water system	\$47,500	2038	5															108624
- Replace hot water system	\$2,500	2030	12							3870								
- Replace hot water pumps	\$3,564	2032	3									6082			7040			8150
INDOOR RECREATION AREA																		
- Provision to repaint recreation area ceiling/walls	\$1,886	2033	10										3379					
- Maintain tiles	\$945	2030	3							1463			1693			1960		
- Replace indoor/outdoor furniture	\$2,600	2027	3				3476			4024			4659			5393		
- Replace appliances/equip recreation area	\$4,200	2030	8							6501								9605
Total																		
Includes GST amount of				7354 669	4537 412	8916 811	10725 975	15236 1385	22647 2059	44186 4017	58098 5282	55438 5040	565071 51370	85415 7765	121703 11064	77567 7052	105038 9549	466924 42448

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$144,900	2033	10	20642	42316	65073	88969	114059	140404	168065	197111	227608	259630	33623	68928	105997	144920	185789
- Repaint balcony/verandah ceilings	\$10,716	2033	10	1527	3129	4813	6580	8435	10384	12429	14577	16833	19201	2487	5097	7839	10717	13740
- Replace window fixtures and fittings	\$1,625	2032	3	252	516	793	1084	1390	1711	2048	2402	2774	1019	2088	3211	1179	2417	3717
- Repaint vent/downpipes	\$9,306	2033	10	1326	2718	4179	5714	7325	9017	10794	12659	14617	16674	2159	4427	6807	9307	11932
- Scaffold/access equip allowance	\$35,695	2033	10	5085	10424	16030	21917	28098	34587	41402	48557	56070	63958	8283	16980	26111	35700	45768
- Repaint door face	\$2,072	2033	10	295	605	931	1272	1631	2008	2404	2819	3255	3713	481	986	1516	2072	2657
- Replace external door/frame in 25 years (partial accrual) 33%	\$1,617	2038	5	171	351	540	739	947	1166	1395	1636	1890	2156	2435	2728	3036	3359	3698
- Provision to replace balustrade/handrail fixings	\$1,040	2031	3	177	363	558	762	977	1203	1440	1689	620	1272	1956	718	1472	2264	831
- Maintain pergolas	\$520	2030	4	99	203	312	426	546	673	805	227	465	715	978	276	566	870	1189
- Repaint posts/columns	\$2,296	2033	10	327	671	1031	1410	1807	2225	2663	3123	3607	4114	533	1092	1680	2296	2944
- Replace podium slab membrane/tiling	\$25,648	2038	5	2718	5572	8569	11715	15019	18488	22130	25955	29970	34187	38614	43263	48144	53270	58651
- Maintain balcony/verandah floor tiles	\$6,270	2034	4	830	1702	2618	3579	4588	5648	6760	7929	9155	10444	11796	3327	6820	10487	14338
- Capital Replacement - General	\$3,741	2024	1	4321	4537	4764	5002	5252	5515	5790	6080	6384	6703	7038	7390	7760	8148	8555
BASEMENT																		
- Replace exhaust/supply fans	\$14,400	2031	3	2451	5024	7726	10563	13542	16670	19954	23403	8594	17617	27092	9948	20394	31362	11516
- Provision for CO sensor/monitor replacement	\$2,178	2031	3	371	760	1169	1598	2048	2522	3018	3540	1300	2665	4098	1505	3085	4744	1742

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
BASEMENT																		
- Provision to replace main garage door in 19 years (partial accrual) 20%	\$840	2038	1	89	182	281	384	492	606	725	850	982	1120	1265	1417	1577	1745	1921
- Maintain/repair main garage door running gear	\$436	2028	6	111	227	349	477	612	121	247	380	520	666	820	161	331	509	696
- Replace main garage door motor	\$1,320	2032	10	204	419	644	881	1129	1390	1664	1951	2253	292	598	920	1257	1612	1984
- Replace stormwater pumps	\$2,760	2032	6	427	876	1347	1841	2360	2905	3478	4079	4710	928	1902	2925	4000	5128	6312
- Service/replace HVAC monitor/controller variable speed driver	\$3,260	2035	5	405	829	1275	1744	2236	2752	3294	3864	4461	5089	5748	6440	1487	3049	4689
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain driveway 3% of total	\$5,162	2035	5	641	1313	2020	2761	3540	4358	5217	6118	7065	8059	9102	10198	2355	4829	7425
- Repaint bollards	\$1,776	2033	10	253	519	798	1090	1398	1721	2060	2416	2790	3182	412	845	1299	1776	2277
- Repaint line marking	\$4,308	2033	10	614	1258	1935	2645	3391	4174	4997	5860	6767	7719	1000	2049	3151	4308	5523
- Replace traffic mirror	\$350	2033	10	50	102	157	215	275	339	406	476	550	627	81	166	256	350	449
- Provision to replace wheel stops	\$500	2038	5	53	109	167	228	293	360	431	506	584	666	753	843	938	1038	1143
EXTERNAL WORKS																		
- Maintain bin enclosure/waste hoppers	\$1,800	2028	5	457	938	1442	1971	2527	584	1196	1840	2516	3225	745	1527	2348	3211	4116
- Maintain common pipework	\$1,089	2029	7	236	484	744	1017	1304	1605	277	569	875	1196	1533	1887	2259	390	800
- Ongoing partial maintenance of walkways	\$3,614	2031	5	615	1261	1939	2651	3398	4183	5008	5873	1356	2781	4276	5846	7495	1731	3549
- Service/repair garbage bin enclosure roller shutter door & motor	\$2,420	2035	12	300	616	947	1295	1660	2043	2446	2868	3312	3778	4267	4781	539	1106	1700
- Maintain playground equipment	\$2,000	2029	6	433	888	1366	1868	2395	2948	581	1191	1831	2504	3210	3951	778	1596	2454

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FENCING																		
- Provision to replace powder coated slat fencing/gates in 35 years (partial accrual) 20%	\$728	2038	5	77	158	243	333	426	525	628	737	851	971	1096	1228	1367	1512	1665
- Repaint boundary walls/fencing	\$10,780	2033	10	1536	3148	4841	6619	8485	10445	12503	14664	16933	19315	2501	5128	7886	10781	13822
- Replace powder coated pedestrian gates progressively	\$470	2038	5	50	102	157	215	275	339	406	476	549	627	708	793	882	976	1075
FURNITURE & FITTINGS																		
- Provision to maintain/replace outdoor/indoor furniture	\$600	2028	5	152	312	480	657	842	195	399	613	839	1075	248	509	783	1070	1372
- Maintain signage	\$1,840	2029	7	399	817	1257	1718	2203	2712	469	961	1478	2021	2590	3189	3817	660	1352
- Provision to replace mail boxes in 25 years (partial accrual) 33%	\$8,559	2038	5	907	1859	2859	3909	5012	6169	7385	8661	10001	11408	12886	14437	16066	17776	19572
- Install/Replace sensors/exits/emergency lighting	\$2,626	2024	2	3033	1631	3344	1799	3687	1983	4065	2186	4481	2410	4940	2657	5447	2929	6005
- Maintain/replace satellite/TV aerials	\$1,275	2035	12	158	324	499	682	874	1076	1289	1511	1745	1991	2248	2519	284	583	896
- Ongoing partial replacement of exterior lighting	\$580	2029	4	126	258	396	542	695	855	241	494	760	1039	293	601	924	1263	356
- Provision to upgrade swipe readers	\$1,914	2029	8	415	850	1307	1788	2292	2821	437	895	1376	1882	2412	2970	3555	4169	645
- Provision to upgrade security cameras	\$3,564	2029	3	772	1583	2435	3329	4268	5254	1929	3955	6082	2233	4578	7040	2585	5300	8150
- Provision to upgrade video/PVR	\$250	2031	8	43	87	134	183	235	289	346	406	63	129	198	270	347	427	511
- Provision to upgrade security system monitor	\$150	2031	8	26	52	81	110	141	174	208	244	38	77	119	162	208	256	307
- Provision to upgrade intercom systems, handsets & associated equipment progressively	\$13,195	2033	5	1880	3853	5926	8102	10387	12786	15305	17950	20727	23643	5461	11195	17216	23537	30175
- Provision to replace door closers	\$1,372	2030	3	261	535	822	1124	1441	1774	2124	780	1598	2458	903	1851	2846	1045	2142
- Provision to replace door hardware	\$784	2030	7	149	305	470	642	823	1013	1213	210	430	661	904	1158	1426	1707	295
- Provision to replace BBQ	\$4,800	2031	8	817	1675	2575	3521	4514	5557	6651	7801	1207	2474	3805	5202	6669	8209	9827
- Maintain/replace fire pits	\$2,376	2031	4	404	829	1275	1743	2234	2750	3292	3861	1089	2233	3433	4694	1324	2713	4173

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
LANDSCAPING																		
- Replace planter box membrane	\$4,020	2033	5	573	1174	1805	2468	3164	3895	4663	5469	6315	7203	1664	3411	5245	7171	9193
- Service/repair irrigation system controllers	\$975	2032	3	151	309	476	650	834	1026	1229	1441	1664	611	1252	1926	707	1450	2230
- Repair/replace artificial grass	\$5,525	2035	12	686	1406	2162	2955	3789	4664	5583	6548	7561	8624	9741	10914	1231	2524	3882
AMENITIES																		
- Maintain toilet/washroom	\$275	2032	8	43	87	134	183	235	289	346	406	469	72	149	228	312	400	493
- Repaint walls/ceiling	\$1,292	2033	10	184	377	580	793	1017	1252	1499	1758	2029	2315	300	614	945	1292	1656
- Maintain floor tiles	\$462	2030	3	88	180	277	378	485	597	715	263	538	828	304	623	958	352	721
- Provision to replace toilet and basin	\$635	2038	20	67	138	212	290	372	458	548	643	742	846	956	1071	1192	1319	1452
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment in 15 years (partial accrual) 20%	\$14,190	2034	1	1879	3852	5924	8099	10384	12782	15300	17944	20721	23636	26697	28032	29433	30905	32450
- Provision to replace fire hose reels	\$7,722	2032	5	1195	2450	3767	5151	6603	8128	9730	11411	13177	3044	6239	9595	13118	16818	3884
- Provision to replace portable fire extinguishers	\$1,680	2027	5	521	1068	1643	2246	519	1064	1636	2236	2867	662	1357	2088	2854	3659	845
- Replace sprinkler pump	\$2,975	2035	12	369	757	1164	1591	2040	2511	3006	3526	4071	4644	5246	5877	663	1359	2090
- Provision to replace hydrant valve assemblies & seals	\$2,000	2032	3	310	635	976	1334	1710	2105	2520	2956	3413	1253	2569	3951	1451	2974	4574
LOBBIES / ATRIUM																		
- Repaint ceiling	\$32,596	2033	10	4643	9519	14639	20014	25658	31584	37807	44341	51201	58405	7564	15506	23844	32600	41794
- Repaint door face	\$20,202	2033	10	2878	5900	9073	12404	15902	19575	23432	27481	31733	36198	4688	9610	14778	20205	25903
- Maintain floor tiles	\$4,918	2030	3	935	1916	2947	4029	5165	6358	7611	2795	5730	8811	3236	6633	10200	3745	7678

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
ROOF																		
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$5,362	2038	5	568	1165	1792	2449	3140	3865	4627	5427	6266	7148	8074	9046	10066	11138	12263
- Replace/maintain liquid membrane	\$32,126	2038	5	3405	6979	10733	14674	18812	23158	27720	32511	37541	42822	48368	54191	60305	66725	73466
- Provision partial balcony membrane replacement	\$7,030	2038	5	745	1527	2349	3211	4117	5067	6066	7114	8215	9371	10584	11858	13196	14601	16076
- Maintain/replace rooftop fan, HVAC monitor/controller plus ventilation ducting	\$3,120	2035	4	387	794	1221	1669	2139	2634	3153	3697	4269	4870	5501	6163	1738	3563	5479
- Maintain/upgrade height safety system	\$1,800	2031	4	306	628	966	1320	1693	2084	2494	2925	825	1691	2601	3556	1003	2056	3161
STAIRWELL																		
- Repaint door face	\$2,960	2033	10	422	864	1329	1818	2330	2868	3433	4027	4650	5304	687	1408	2165	2960	3795
WATER FEASURE / SPAS																		
- Replace water feature pumps	\$2,500	2030	8	475	974	1498	2049	2626	3233	3870	599	1227	1887	2580	3308	4072	4875	5717
- Replace water chlorinator	\$1,380	2030	8	262	538	827	1131	1450	1784	2136	331	678	1042	1425	1826	2248	2691	3156
- Maintain filter - replace sand	\$260	2026	3	105	215	331	121	249	383	141	289	444	163	334	514	189	387	595
- Replace water feature filter	\$1,350	2038	15	143	293	451	617	790	973	1165	1366	1577	1799	2032	2277	2534	2804	3087
- Maintain water feature surfaces	\$1,650	2028	10	419	859	1321	1807	2316	300	615	946	1293	1658	2040	2442	2864	3308	3773
- Replace water feature cartridge filter	\$375	2026	3	152	311	478	175	360	553	203	416	640	235	482	741	272	558	858
- Maintain spas	\$1,400	2031	4	238	488	751	1027	1316	1621	1940	2275	642	1316	2023	2766	780	1599	2459

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
PLANT & EQUIPMENT																		
- Refurbish lift interior	\$10,000	2048	25	780	1600	2460	3364	4313	5309	6354	7453	8606	9817	11088	12423	13824	15296	16841
- Replace electric hot water system	\$47,500	2038	5	5034	10319	15869	21697	27815	34240	40986	48069	55506	63316	71515	80125	89165	98657	108624
- Replace hot water system	\$2,500	2030	12	475	974	1498	2049	2626	3233	3870	437	895	1376	1882	2412	2970	3555	4169
- Replace hot water pumps	\$3,564	2032	3	552	1131	1739	2377	3048	3752	4491	5267	6082	2233	4578	7040	2585	5300	8150
INDOOR RECREATION AREA																		
- Provision to repaint recreation area ceiling/walls	\$1,886	2033	10	269	551	847	1158	1484	1827	2187	2565	2962	3379	438	897	1380	1886	2418
- Maintain tiles	\$945	2030	3	180	368	566	774	993	1222	1463	537	1101	1693	622	1275	1960	719	1475
- Replace indoor/outdoor furniture	\$2,600	2027	3	806	1653	2542	3476	1276	2617	4024	1478	3030	4659	1711	3507	5393	1980	4060
- Replace appliances/equip recreation area	\$4,200	2030	8	798	1637	2517	3441	4412	5431	6501	1006	2062	3171	4335	5558	6842	8190	9605
TOTAL ACCRUALS																		
				80374	166389	252565	341679	431454	518823	590891	656809	739263	823578	908143	991143	108022	1173806	1275594

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

REPORT INFORMATION

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

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

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

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

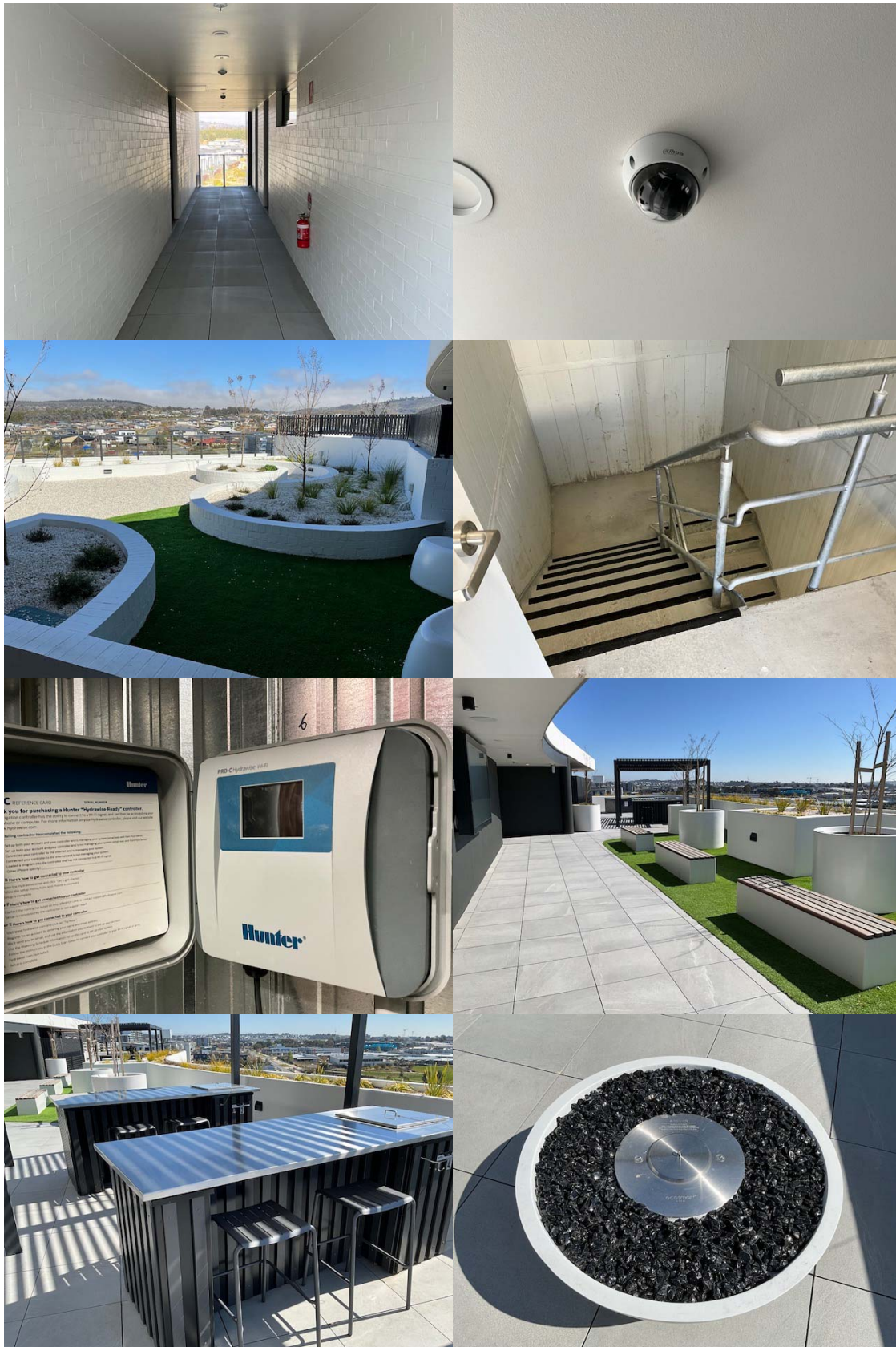
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

AREAS NOT INSPECTED

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

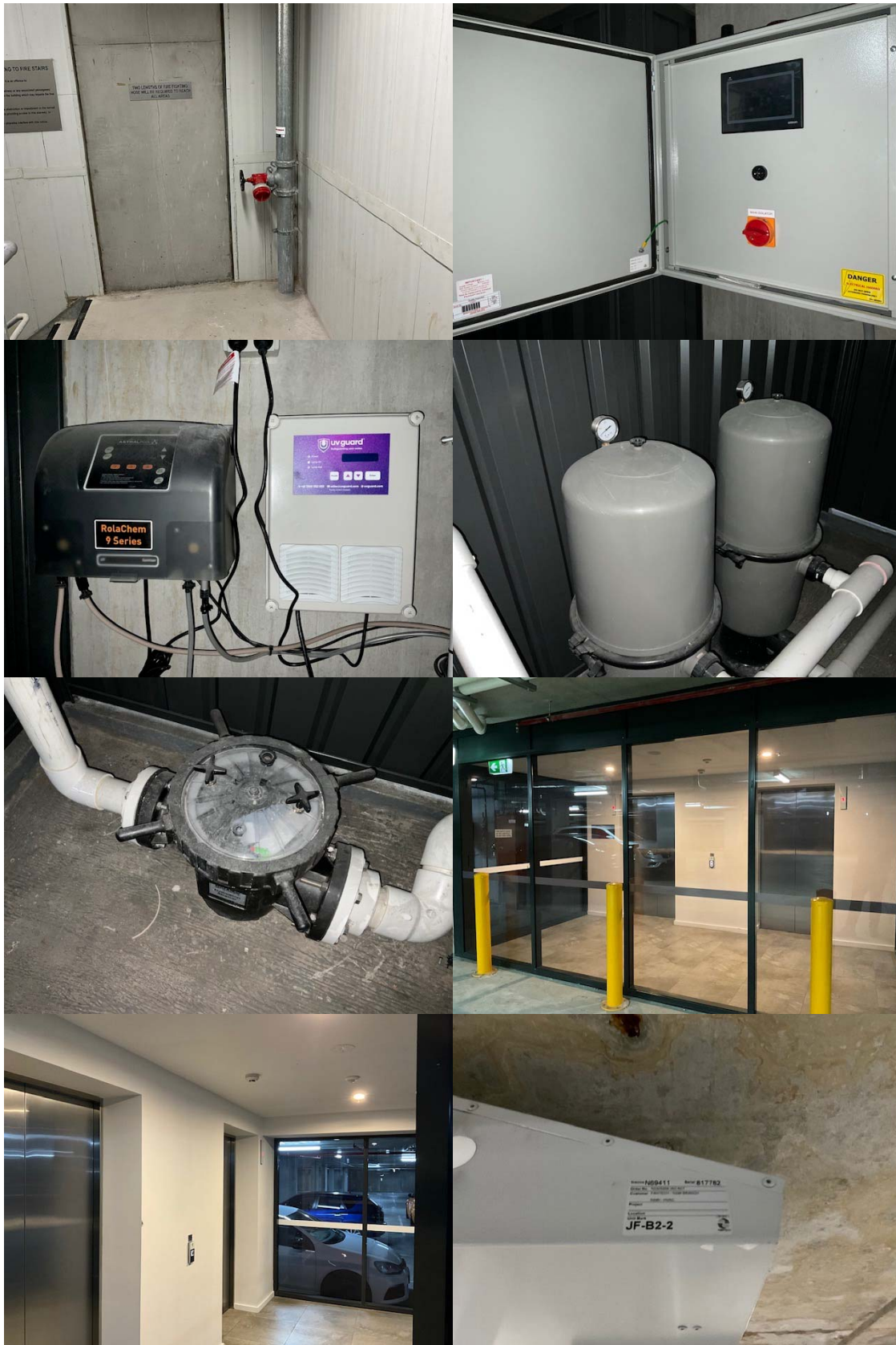














Certificate of Occupancy and Use

Certificate No.: **B20221838C1**

**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
	3	12	COOMBS	MOLONGLO VALLEY	Australian Capital Territory

Plans
B20221838/A
B20221838/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
7a	New	CAR PARK	Multi Unit Residential Development - Stage 3 Completion of Building Work - Carpark B2 and B1	A		B20221838N1	CHASE CONSTRUCTION (ACT) PTY LTD
2	New Medium Density	FLAT/UNIT/APA RTMENT	Multi Unit Residential Development (129 units) - Stage 3 Completion of Building Work - Residential levels .	A		B20221838N1	CHASE CONSTRUCTION (ACT) 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: Carl Bunk

Issued on: 16/12/2022

Delegate of the ACT Construction
Occupations Registrar.

Swimming Pool Disclosure Statement for a Regulated Swimming Pool

Location of regulated swimming pool	2 Terry Connolly Street COOMBS ACT 2611
Date the premises was purchased	
Date of construction of the premises where the regulated swimming pool is located	24/01/2023
Was the swimming pool built or installed at the same time as the premises?	Yes
If no, do you know when the swimming pool was built or installed?	N/A
Was building approval issued at any time for the swimming pool or swimming pool area? If yes, please provide details of the building approval	No. This pool was purchased by the Developer of-the-shelf.
Are you aware of any alterations to the swimming pool since it was built or installed?	
If yes, please provide details of the alterations including dates and type of alteration (where known)	
Does a standing exemption apply to the pool? If yes, which one and why (include details of any advice to support this position)	No

NOTE: The 3 units of above ground spa is non-operational since March 2023

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Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	887	3	3015	906
2	887	3	3015	907
3	921	3	3015	908
4	1010	3	3015	909
5	1037	3	3015	910
6	1064	4	3015	911
7	1214	3	3015	912
8	1037	3	3015	913
9	846	3	3015	914
10	805	3	3015	915
11	1037	4	3015	916
12	846	3	3015	917
13	805	4	3015	918
14	819	3	3015	919
15	785	3	3015	920
16	518	3	3015	921
17	518	3	3015	922
18	518	3	3015	923
19	518	3	3015	924
20	1023	4	3015	925
21	1003	3	3015	926
22	716	3	3015	927
23	518	3	3015	928
24	521	3	3015	929
25	716	3	3015	930
Aggregate			The Certificate of Title issued for each of the units in to 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
			3015	905
			 David Pryce Registrar-General 	
			 Deputy Registrar-General	

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	518	3	3015	931
27	798	3	3015	932
28	771	3	3015	933
29	1023	3	3015	934
30	785	3	3015	935
31	751	3	3015	936
32	805	3	3015	937
33	846	3	3015	938
34	846	3	3015	939
35	805	2	3015	940
36	819	3	3015	941
37	785	3	3015	942
38	521	3	3015	943
39	521	3	3015	944
40	521	3	3015	945
41	521	3	3015	946
42	1023	4	3015	947
43	1010	3	3015	948
44	716	3	3015	949
45	521	3	3015	950
46	525	3	3015	951
47	716	3	3015	952
48	521	3	3015	953
49	792	3	3015	954
50	772	4	3015	955
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
			3015	905
			 David Pryce Registrar-General 	
			 Deputy Registrar-General	

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	1027	3	3015	956
52	792	3	3015	957
53	819	3	3015	958
54	805	3	3015	959
55	846	3	3015	960
56	853	3	3015	961
57	812	3	3015	962
58	826	3	3015	963
59	792	3	3015	964
60	525	3	3015	965
61	525	3	3015	966
62	525	3	3015	967
63	525	3	3015	968
64	1030	4	3015	969
65	1016	3	3015	970
66	723	3	3015	971
67	521	3	3015	972
68	525	3	3015	973
69	723	3	3015	974
70	521	3	3015	975
71	805	3	3015	976
72	771	3	3015	977
73	1037	3	3015	978
74	798	3	3015	979
75	826	3	3015	980
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
			3015	905
			 David Pryce Registrar-General  Deputy Registrar-General	

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Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	812	3	3015	981
77	853	3	3015	982
78	853	3	3015	983
79	812	3	3015	984
80	826	3	3015	985
81	792	3	3015	986
82	525	3	3015	987
83	525	3	3015	988
84	525	3	3015	989
85	525	3	3015	990
86	1030	4	3015	991
87	1016	3	3015	992
88	723	3	3015	993
89	521	3	3015	994
90	525	3	3015	995
91	723	3	3015	996
92	521	3	3015	997
93	805	3	3015	998
94	771	3	3015	999
95	1030	3	3016	1
96	798	3	3016	2
97	826	3	3016	3
98	812	3	3016	4
99	853	3	3016	5
100	1092	3	3016	6
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
			3015	905
			 David Pryce Registrar-General  Deputy Registrar-General	

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Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	798	3	3016	7
102	532	3	3016	8
103	532	3	3016	9
104	532	3	3016	10
105	532	3	3016	11
106	1037	4	3016	12
107	1023	3	3016	13
108	730	3	3016	14
109	528	3	3016	15
110	532	3	3016	16
111	730	3	3016	17
112	528	3	3016	18
113	792	3	3016	19
114	778	3	3016	20
115	1044	3	3016	21
116	805	3	3016	22
117	1092	3	3016	23
118	1037	4	3016	24
119	785	3	3016	25
120	785	3	3016	26
121	785	4	3016	27
122	785	3	3016	28
123	532	3	3016	29
124	1023	3	3016	30
125	1201	3	3016	31
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
			3015	905
			 David Pryce Registrar-General  Deputy Registrar-General	



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Form 078

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Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
COOMBS	12	3	15727

2. APPROVAL UNDER UNIT TITLES ACT 2001

[illegible]

**- Units Plan 15727, 'Molonglo Falls', No. 2 Terry Connolly Street,
Coombs ACT**

Owners Corporation Rules

Explanatory notes – non compliance

If a unit owner or occupier fails to comply with any of the Owners Corporation Rules an infringement notice may be issued, failure to comply with the infringement notice and the Executive (EC) may escalate the matter to ACT Civil & Administrative Tribunal (ACAT)

1. Definitions and interpretation

1.1 Definitions

In these rules:

- (a) *Act* means the *Unit Titles (Management) Act 2011 (ACT)*.
- (b) *Building* means the building constructed on Block 3 Section 12 and includes all car parking, storage and common property.
- (c) *Building Manager* means the person appointed from time to time to manage the Building.
- (d) *Common Property* is defined as any shared area so hallways, stairwells, play area clubhouse top floor area etc.
- (e) *Executive Committee* means the executive committee of the owners corporation established under the Act.
- (f) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (g) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (h) *Occupier* of a unit includes the unit owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The occupier of a unit is bound by each rule as if they are the owner



of the unit.

- (i) ***Owners Corporation*** means the owners corporation established for the units plan for the Building.



- (j) **Policy** means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 25.
- (k) **Territory** means the Australian Capital Territory.
- (l) **Unit** includes a unit subsidiary.
- (m) **Unit owner** means the registered proprietor of the lease of the Unit and includes a part-owner.
- (n) **Vehicle** means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.
- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.
- (a) The word "includes" in any form is not a word of limitation.

2. Payment of rates and taxes by unit owners

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

3. Repairs and Maintenance

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

4.1 General

- (a) A unit owner shall not, except in accordance with:
 - (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,erect or alter any structure in or on a unit or common property.



(b) For the purposes of rule 4:

- (i) erecting or altering a structure includes adding structures onto a unit or common property, altering of a unit or common property and fixing things to a unit or common property; and



- (ii) erecting or altering a structure does not include cosmetic changes to a unit or common property that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.

4.2 Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, unit owners must not:
 - (i) install fly screens or security screens on the unit balcony or unit entry doors;
 - (ii) not make any alteration or modification to their unit or balcony doors or windows (including the installation of deadlocks), without the prior written permission given by the Executive Committee on behalf of the Owners Corporation.
- (b) If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the owners corporation with a fire consultant's report in relation to the effect that:
 - (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a unit,
 will have on the Building's fire safety systems.
- (c) A unit owner or occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.
- (d) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

5. Use of common property

- (a) 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 of another unit.
- (b) Specifically, a unit owner must not:



- (i) store any items on the common property;
- (ii) obstruct the common property;



- (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's **cost and expense**.
- (d) If a unit owner is found to have misused the common property, such as the building's Clubhouse, spa or bbq areas, as outlined in the booking system terms and conditions, the matter will be referred to the Executive Committee for consideration and determination.

6. Use of unit—hazardous use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

7. Use of unit—nuisance or annoyance

- (a) 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 or occupier of another unit.
- (b) A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.
- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the Owners Corporation.

8. Noise

8.1 General

- (a) A unit owner must not make, or permit to be made, such a noise:
 - (i) within the unit; or



(ii) within common property ,

as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.



- (b) 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, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the owners corporation.

8.2 Floor coverings

- (a) A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless:
 - (i) the Executive Committee has provided permission in writing, where:
 - A. permission may be withheld in its absolute discretion; and
 - B. permission may be given subject to stated conditions; and
 - (ii) timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.

9. Use of unit—Illegal

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

10. Election of Executive Committee

10.1 Membership

- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (**members**).
- (b) Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (**AGM**) of the Owners Corporation, and hold office from directly after the AGM until:



- (i) the next AGM of the Owners Corporation;
- (ii) they cease to be a unit owner; or
- (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).



10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
 - (i) that nominations to be members of the Executive Committee are open;
 - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (the **nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

10.3 Election

- (a) *Should less than 3 nominations be received:*
 - (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an insufficient amount of nominations were received and the nomination period is extended until the AGM;
 - (ii) At the AGM:
 - A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
 - B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;
 - D. If less than 3 nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated, and unit owners shall elect the new Executive Committee by ordinary resolution.
- (b) *Between 3 and 7 nominees received:*



(i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.

(c) *More than 7 nominations received:*



- (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:
 - A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and
 - B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:
 - 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 38, and further voting at the AGM in person; and
 - 2) with a ballot that allows for unit owners to indicate their preference for seven nominees.
- (ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.
 - A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee; and
 - B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.
- (d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.

11. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:



- (i) if the committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
- (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;



- (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions mentioned in paragraph 11(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
 - (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a) ; or
 - (ii) in the case of an emergency, an Executive Committee Representative , may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall, these examples are not exhaustive and may extend.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

12. Seal of Owners Corporation

12.1 Sealing of documents

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
- (b) the seal must be attached in the presence of 2 members of the Executive Committee; and
- (c) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

12.2 Manager may affix seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,

by the Manager of the Owners Corporation without following the procedure in rule 12.1.

13. Damage to common property



- (a) A unit owner must not wilfully damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.



14. Vehicles

14.1 Parking of vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- (c) A unit owner must not park or stand any vehicle on common property or permit any invitees of the unit owner to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitors Parking spaces are primarily for the use of visitors to the complex and are intended for 'short term stays' only. Any 'long term stays' require written approval from the Executive Committee in terms of (c) (i) and (ii) above.
- (e) A unit owner must not park in a designated tow away zone, including in the no parking area at the front of the building.

14.2 Use of vehicle spaces

- (a) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.

14.3 Leasing of Car Spaces

- (a) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.

15. Balconies and Windows

15.1 Balconies

- (a) A unit owner may erect a clothesline, clotheshorse or rack on a balcony when it is below the height of the balcony surround or railing and not visible from the outside the Building, or from other units. However, a unit owner must not:
 - (i) or erect a clothesline, clotheshorse or rack on a balcony;



- (ii) hang or display laundry, rugs, carpets or other items of clothing on the balcony or balcony surround/railings; or
- (iii) store possessions not usually situated on a balcony on the balcony; or
- (iv) erect a screen, awning, pergola or other item on the balcony,



so they are visible from outside the Building, or from other units.

- (v) store possessions not usually situated on a balcony on the balcony; or
- (vi) erect a screen, awning, pergola or other item on the balcony,
- (vii) hang or display laundry, rugs, carpets or other items of clothing on the balcony surround/railings;
- (viii) A unit owner must not use the balcony railing/edge to store plants or planter boxes.

so they are visible from outside the Building, or from other units.

- (b) This rule does not apply to a unit owner's use of a balcony if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee .

15.2 Window treatments

- (a) A unit owner must ensure that window treatments used in their units (such as blinds, curtains, drapes etc.) are only coloured white, cream or black when viewed from outside the unit, unless otherwise approved by the Executive Committee.
- (b) Windows adjacent to the entry of a unit may be covered or screened.

16. Exterior Maintenance & Cleaning

- (a) A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat and tidy condition.
- (b) A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common



property or another unit (or otherwise damage common areas or property of other unit owners).



- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the unit owner to the Owners Corporation on demand, in accordance with rule 13.

17. Smoking

- (a) A unit owner must not smoke any cigarette, cigar or other product on the common property or on any other part of the Building where smoking is not permitted. This includes the building's common areas.
- (b) Cigarette smoke from smoking inside a unit should be contained within the unit and should not permeate into the common areas or externally to the unit, where it can cause a nuisance to other residents. This also applies to smoking on a unit balcony.

18. Air Conditioning

18.1 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system in the unit is the property of the unit owner.
- (b) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1 Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000* (ACT).
- (b) For the avoidance of doubt any damage to common property caused by an assistance animal will be dealt with pursuant to rule 13.



19.2 Animals permitted

- (a) An animal may be kept in a unit with written advice being provided to the Executive Committee



19.3 Animals and Common Property

- (a) A unit owner must:
 - (i) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
 - (ii) keep all animals within the unit, except when it is being taken into or out of the unit;
 - (iii) the animal to be caged or on a leash when it is being taken into or out of the unit or traversing common property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the common property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean these areas that have been soiled by the animal.
 - (b) The Executive Committee may require the unit owner to lodge a bond with the Owners Corporation in relation to keeping the animal, which will be refunded less any deductions, on removal of the animal from the Unit.
 - (c) The Executive Committee may charge unit owners for the cost of cleaning or damage to common property if the unit owner is found to be responsible.
-

20. Planter Boxes & Plants

- (a) A unit owner is permitted to keep planter boxes and pot plants in the unit and/or on the balcony.
 - (b) It is the responsibility of the unit owner to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the common property or to another unit.
 - (c) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall be payable by the unit owner to the Owners Corporation on demand in accordance with rule 13.
 - (d) Planter boxes and plants must not be visible from the exterior of the building.
-

21. Provision of amenities or services

21.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or



more of the units, or the unit owners:

- (i) window cleaning;
- (ii) electricity, water or gas supply;



- (iii) telecommunication services (e.g. internet or cable television); and
 - (iv) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 21.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

21.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.

22. Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

23. Security

23.1 Security Keys & Tags

- (a) The Owners Corporation may restrict access to parts of the common property so that they are accessible only by use of a security card or key or other security device.
- (b) If a unit owner leases or licences the unit, there must be included a requirement in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the unit.
- (c) A unit owner must not copy any security card or key or other security device.
- (d) Security cards or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and a unit owner must pay for any additional or replacement card or key or device.

23.2 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.



- (b) A unit owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.



23.3 Security of Common Property

- (a) A unit owner must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use; and
 - (ii) reporting the loss of any security card or key or other security device.

24. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.

25. Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop Policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies shall have the same force and effect as if they were part of these Rules.

26. Signage and Advertising

- (a) Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:
 - (i) permission may be given subject to stated conditions.
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee .
- (b) Subject to rule 26(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

27. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be



erected, on or about the Building unless:

- (i) the antennas are servicing the whole building; and



- (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

28. Recovery of legal fees

If the Executive Committee on behalf of the Owners Corporation or the Owners Corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the Owners Corporation), the unit owner shall be liable to pay to the owners corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the unit owner.

29. Moves In/Out of Unit

29.1 Notice

- (a) A unit owner or their agent must provide the Manager of the Owners Corporation with 3 business days' notice of persons moving in or out of a unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and where possible parking for removalist vehicles can be arranged.

29.2 Protection Materials

- (a) The Owners Corporation shall provide where possible s internal coverings for the lift interiors for use by removalists and persons moving in or out of a unit.
- (b) Unit owners shall ensure that removalists and persons moving in or out of a unit utilise protection materials when moving possessions through the common property.

29.3 Damage

- (a) Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s .

30. Rubbish Disposal

- (a) A unit owner must:
 - (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;



- (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;



- (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned ; and
 - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.
- (b) Unit owners must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
 - (c) Nothing in this rule 30 requires a unit owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
 - (d) Despite this rule 30, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
 - (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 30 shall be a debt payable by the unit owner to the Owners Corporation on demand.

31. Storage Areas

A unit owner shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store in the storage area of the unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases or other material used or intended to be used for domestic purposes in the unit.
- (b) be responsible for the repair of any damage caused to the storage area of the unit and common property as the result of the use of the storage area: and
- (c) ensure such area is kept clean and free of all rubbish and vermin.
- (d) note that storage areas / units or cages are not considered to be secure. It is



recommended that articles of value are not stored in these areas.

- (e) insure the contents of any storage area / cage / unit under their own personal insurance requirements, as this does not form part of the Owners Corporation's insurance coverage.



32. Barbeque Facilities

32.1 Common Property

- (a) The barbeque facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the barbeque facilities to the Building Manager or Strata Manager of the Owners Corporation.

32.2 Use

- (a) Use of the barbeque facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Barbeque facilities are only to be used from [9am] to [9pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation. Facilities must be booked and the terms and conditions of the booking agreed to.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (d) Unit owners using the barbeque facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners use the barbeque facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.
- (f) Unit owners must not permit animals in the Barbecue Area at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

33. Spas

33.1 Common Property

- (a) The spa facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the spa facilities to the Manager of the Owners Corporation.

33.2 Use

- (a) Use of the pool spa facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Spa facilities are only to be used from [9am] to [9pm] daily, or as otherwise



notified by the Executive Committee on behalf of the Owners Corporation.
Facilities must be booked and the terms and conditions of the booking agreed to

- (c) Unit owners must ensure they comply with all applicable Territory laws when using the spa facilities.



- (d) Unit owners using the spa facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners use the spa facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the facilities.
- (f) Unit owners must not permit animals in the spa area at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.

34. Outdoor play area

34.1 Common Property

- (a) The outdoor play area is common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the facilities to the Manager of the Owners Corporation.

34.2 Use

- (a) Use of the outdoor play area facilities is subject to rules 5, 7, 8, 13, 17 of these rules.
- (b) Outdoor play area facilities are only to be used from [9am] to [9pm] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the outdoor play area facilities.
- (d) Unit owners using the outdoor play area facilities must ensure they are left in a clean and tidy condition after use.

35. Common Rooms

35.1 Common Property

- (a) The common room facilities are common property and for the benefit of all unit owners.
- (b) Unit owners must report any damage or faults with the common room facilities to the Manager of the Owners Corporation.

35.2 Use



- (a) Use of the common room facilities is subject to rules 5, 7, 8, 13, 17 of these rules.



- (b) The common room facilities are only to be used from [9^{am} to 9^{pm}] daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Unit owners must ensure they comply with all applicable Territory laws when using the common room facilities.
- (d) Unit owners using the common room facilities must ensure they are left in a clean and tidy condition after use.
- (e) Unit owners must not permit animals in the common room at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.
- (f) The Executive Committee may charge unit owners for the cost of cleaning or damage to common property if the unit owner is found to be responsible.

36. Electronic Notices

- (a) A unit owner shall:
 - (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

37. Electronic Meetings

37.1 Attendance

- (a) A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("**electronic attendance**"), provided the unit owner is able to:
 - (i) communicate with other participants in the meeting; and



- (ii) participate in the meeting and engage with the other participant's at the meeting.



- (b) Where a unit owner has participated in a meeting through electronic attendance they are deemed to be present at the meeting for the purposes of calculating quorum for the meeting.
- (c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

37.2 Participation

- (a) Where a unit owner participates in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:
 - (i) participating in debate at the meeting; and
 - (ii) voting on resolutions at the meeting.

38. Pre-Meeting Electronic Voting

- (a) Decision making at general meetings of the Owners Corporation and/or meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:
 - (i) voting by means of email submission of ballot papers;
 - (ii) voting by means of accessing a website and submitting an online ballot paper;
 - (iii) voting by means of utilising an electronic application and submitting a ballot paper; and
 - (iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) When providing notice of the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
 - (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - (ii) the resolution to be voted on (including any explanatory material);
 - (iii) instructions for completing the ballot paper and indicating the voter's choice;



- (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
- (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting



takes place, and the effect of this on the pre-meeting electronic voting.

- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

39. Failure to Comply with Rules

39.1 Entry After Notice

- (a) If the Executive Committee reasonably believes a unit owner or occupier of a unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a unit owner written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the unit owner with a specified timeframe.
- (b) If a contravention is not remedied by the unit owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a unit as per 11 above to do any act that a unit owner should have done under the Act or these rules, but which a unit owner has not done or, in the reasonable opinion of the Executive Committee on behalf of the owners corporation, has not done properly. .
- (c) The Owners Corporation may recover money a unit owner owes it under these rules as a debt payable on demand.
- (d) The rights of the owners corporation under this rule 39.1 are in addition to those that it has under the Act.

40. Commercial Units

40.1 Use of unit—Commercial or Business

- (a) Unit Owners who undertake a business in a unit must notify the Executive Committee and the Manager of the Owners Corporation.
- (b) The type of business to be undertaken is to be authorised by the relative clause/s outlined in the Crown Lease / Form 4 and Form 5.

40.2 Compliance with Policies

- (a) All unit owners of commercial units must comply with any Policies approved by the Owners Corporation pursuant to rule 25, when dealing with the unit.
- (b) The Owners Corporation may approve Policies including but not limited to the following issues:



- (i) erections and alterations in commercial units;
- (ii) commercial signage;
- (iii) commercial waste removal;



- (iv) commercial cleaning;
- (v) grease traps;
- (vi) exhaust systems;
- (vii) noise from commercial units;
- (viii) commercial deliveries; and
- (ix) use of common areas by patrons or visitor of commercial units





**MEETING MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO 15727**

Venue: Club House

Date: Wednesday 12 February 2024

Time: 05:30PM

MEETING FORMALITIES

1. **Attendance and Acceptance of Apologies-** G Dimitrijevic (Lot 52), J Stead (Lot 6), P Lanzon (Lot 124).
Guest: C Scullin (Lot 103)
2. **Confirmation of Chairperson** – G Dimitrijevic (Lot 52),
3. **Conflict Of Interest** – N/A
4. **Previous Minutes** – Confirmed.

AGENDA

- 5) **Discussion with an Owner regarding advice** – C Scullin (Lot 103) attended the start of the meeting to give advice in relation to the ongoing matters at the complex. Particularly in gaining legal advice. The Strata Manager and Committee advised that owners made the decision not to pursue legal advice due to the cost. It was noted that this will be revisited with owners at the AGM.
- 6) **Roller Door** – The meeting discussed that the roller door had just been rectified. The Strata Manager advised that there is still an ongoing dispute with the builder and developer regarding liability regarding this, The Strata Manager advised that Vantage does not accept liability as the roller door is under the developer liability period regardless of a maintenance plan.
- 7) **Legal advice discussion regarding the spas** – A legal preliminary review was discussed and considered. It was noted that this matter is being raised with Access Canberra in the first instance. Once the advice from Access Canberra and feedback from owners at the Annual General Meeting has been received the legal review/advice will be further discussed at a committee level.
- 8) **Budget Discussion** – The proposed budget was discussed. Amendments were made. Further changes are required in the lead up to the AGM once the final service contractors are agreed too.
- 9) **AGM discussion** – It was noted that the meeting be booked tentatively for the 10th April 2024 from 5:30pm, It was noted that the committee would like to include a summary of all items completed/ in progress to be included within the agenda (Chairs Report). A reminder to be sent prior to the meeting via buildinglink.

General Business

There being no more formal business the meeting closed at 7:15 pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 15727

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 20 May 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 **O** and attach details to the notice]*

Date of decision	Full text of reduced quorum decision
20 May 2024	See attached minutes

A4 Owners corporation declaration

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



.....
[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** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 15727
‘MOLONGLO FALLS’
2 Terry Connolly Street, COOMBS, ACT, 2611

Venue: Teams Teleconference

Date: Monday, 20 May 2024

Time: 5:30PM

Present: D & J Pang (Lot 7)
B Costigan (Lot 10)
P Clarke (Lot 18)
D S Venables (Lot 40)
R C Gope (Lot 41)
G Dimitrijevic (Lot 52)
B J Cross (Lot 59)
Z & K Collins (Lot 77)
J V Lohuizen (Lot 81)
G Stannard (Lot 115)
D & B Unic (Lot 117)
M C Montesin (Lot 118)
P & J Lanzon (Lot 124)

Apologies: J Stead (Lot 6)

Absentee Votes: J Stead (Lot 6)

In Attendance: B Abbey Strata Manager, Vantage Strata
D Leskovec ACT Branch Manager, Vantage Strata
B Mallard Energy Trade
S Bhardwaj Energy Trade

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.

CHAIRPERSON, PROXIES AND APOLOGIES

MOTION 1: It was **resolved** that G Dimitrijevic (Lot 52) undertook the role of Chairperson and officially opened the Meeting at 6:00PM noting the reduced quorum, it was requested that B Abbey of Vantage Strata facilitate the meeting. Apologies received from J Stead (Lot 6) and G Dimitrijevic (Lot 52) proxies for J Stead (Lot 6).

CHAIRPERSONS REPORT

ITEM 2: The meeting **noted** the chairperson report as below:

The Executive Committee (EC) of the Owners Corporation was formed on 30 May 2023 and has met regularly over the past year and, as with all new builds, the EC faced a number of challenges which are continuing. We have however been working closely with Vantage Strata to ensure communication on these items have been provided regularly. Comprehensive minutes of EC and General Meetings are placed on the BuildingLink forum, along with regular notices on complex issues and incidents being provided to residents as required.

I would encourage everyone to read the updates sent out and the minutes from the meeting to ensure you are kept abreast of these developments. Attendance at the last Special Meeting was low and it is important, if these matters are of interest to you, that you make the time to attend so we can ensure everyone's opinions as a collective are considered before decisions are made moving forward on outstanding items. Your Strata Manager is also always available if you have any questions.

The focus for the year has been to work through a number of first year build and defect issues. Unfortunately, the majority of the ECs time has been spent on a number of outstanding matters, such as the spas and the roller door. These issues largely remain unresolved while ongoing discussions with relevant parties continue. We're intending to bring forward a comprehensive case for your decision on spas at a specially convened meeting later in the year however more information on this item will be made available at today's meeting. Similarly, disputes with the developer in respect to the roller door are continuing.

I am pleased to report that the following has been completed to improve aspects of the building and to reduce ongoing costs:

- FOBs activated in the lifts.
- Lock installation on ground floor bin area – this has reduced the garbage removal costs toward the later part of year and is reflected in the new budget.
- Swipe pass upgrade, lights changed to a timer basis, and booking system put in place for the ClubHouse.
- Mirrors, give way signs and line markings in the basement.
- Installation of CCTV – cameras have been installed in each lift, basement carpark and each chute room. A large majority of the Building Manager's time is spent on unblocking the chute. Chute doors are damaged on almost all levels from large items being forced through the door.

- Sinking fund report ordered and provided to the Owners Corporation for consideration at this meeting.
- Common Property Defects report requested – Chase have indicated that the common area defect report is 80% complete and the remainder of defect listed in the report will be complete by mid 2024. we have also included an amount in the proposed admin fund to further complete another common property defect report to ensure all items are completed and so that any new defect can be picked up and provided to Chase for rectification.
- Tiles – meetings with tile supplier, reports have been provided. The tiles were found to be below the average breaking resistance, we are currently further awaiting the product specifications to be able to determine if the tiles used are a defective batch.
- Complex rules drafted and agreed at meeting on 7 December 2023.

In addition, the EC and Vantage Strata has also worked to review the upcoming budget. Three quotes for Hydraulic, electrical, HVAC and Fire maintenance contracts were reviewed to ensure they are fit for purpose and value for money. As we move into a second year, the cost of insurance premiums and the addition of the sinking fund however have increased the costs by upward of 40% for just premium alone due to the current market conditions. There will be further discussion on the budget and levies at the relevant agenda item.

Routine repair and maintenance will continue to become apparent, and we have to address these as they arise. Our Building Manager has been quick to address these however we also need everyone's support in bringing complex issues to immediate attention so appropriate trades can be contacted to rectify the problem.

As we move into the second year at Molonglo Falls, priority will be given to completing the outstanding matters mentioned in this report, however the EC will also consider opportunities to reduce ongoing fees such as the possible installation of solar panels.

I'd like to thank the Committee Members, our Strata Managers and Building Managers for their support and dedication – your almost daily communication on Molonglo Falls matters do not go unnoticed.

ADOPTION OF MINUTES

MOTION 3: It was **resolved** the minutes of the Previous Annual General Meeting be adopted.

CARRIED

INSURANCE

The insurance cover held by the Owners Corporation is summarised below:

Insurance Company / Policy Number	Flex Insurance / HS0006099028
Renewal Date	22nd of December 2024
Building Sum Insured	\$69,260,000.00
Public Liability Sum Insured	\$30,000,000.00

Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	\$5,000.00

Insurance valuation

Dated: 15th of September 2023
Prepared By: QIA Group Pty Ltd
Recommended Insurance Value: \$69,260,000.00

MOTION 4 (Special Resolution): It was **resolved** by Special Resolution, that the Owners Corporation authorise the Executive Committee, 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.

CARRIED

INSURANCE VALUATION (Update)

MOTION 5: It was **resolved** that the Owners Corporation authorise the Managing Agent to obtain an updated Insurance Valuation and once received, the cover amount in the current insurance policy be adjusted in line with the recommended insured amount as per the report.

CARRIED

AUDITED FINANCIALS (Adoption)

MOTION 6: It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 23rd of January 2024. A copy of the report attached together with the AGM notice.

CARRIED

AUDITED FINANCIALS

MOTION 7: 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.

CARRIED

ADMIN FUND EXPENDITURE BUDGET

MOTION 8: It was **resolved** the Administration Fund expenditure budget of \$503,771.15 plus GST for the period 24th of January 2024 to 23rd of January 2025, as prepared in consultation with and at the direction of the Executive Committee be adopted. A copy of the budget attached in the AGM notice.

CARRIED

ADMIN FUND CONTRIBUTION

MOTION 9: It was **resolved** that the contribution be determined to the Administration Fund equal to the sum of \$294,715.15 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 2 instalments due on 12th of June 2024 and 29th of November 2024.

CARRIED

SINKING FUND PLAN (Adoption) –ACT

MOTION 10: It was **resolved** that the Owners Corporation adopt the Sinking Fund Plan (See full report in the BuildingLink library) and make contributions to the Sinking Fund as recommended in the report.

Sinking Fund Report Held

Dated: 24th January 2024

Prepared By: QIA Group Pty Ltd

Date to be Reviewed: 24th January 2028

CARRIED

SINKING FUND EXOEBDITURE BUDGET

MOTION 11: It was **resolved** that the Sinking Fund expenditure budget of \$7,354.00 plus GST for the period 24th of January 2024 to 23rd of January 2025 be adopted.

CARRIED

SINKING FUND CONTRIBUTION

The Sinking Fund Report dated 25th of March 2023 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$185,535.00 plus GST.

MOTION 12: It was **resolved** that a contribution of \$70,512.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 24th of January 2024 to 23rd of January 2025 to be contributed by owners in accordance with their Units of Entitlement and payable by 2 instalments due on 12th of June 2024 and 29th of November 2024.

Sinking Fund Report

Dated: 24th January 2024
Prepared By: QIA Group Pty Ltd
Date to be Reviewed: 24th January 2028

CARRIED

SOLAR PV PANELS

MOTION 13(Special Resolution): It was **resolved** by special resolution that the Owners Corporation allow Energy Trade to install and possess Solar PV panels and related infrastructure on the common property.

An owner raised concerns about the cost of the solar panels, which higher cost compared to his personal experience and queried whether multiple quotes had been obtained to ensure they were getting a fair deal.

The strata manager explained that higher costs could be due to the height of installation and additional Insurance requirements and due to it being in a multilevel development and connecting the panels to the grid is complex. Strata manager informed that he had compared with other complexes with similar systems had incurred similar costs.

CARRIED

AUTHORITY TO ENTER INTO ENERGY SUPPLY AGREEMENT

MOTION 14: It was **resolved** by special resolution that the Owners Corporation specially resolves that they are authorised to:

- a) enter into a service agreement for the provision of energy supply agreement for the provision of electricity & gas services and solar panel, within the Energy Trade Community Energy Network™; and
- b) enter into an energy sale agreement for the provision of these services with Energy Trade; and
- c) that any provision of the services, within the Community Energy Network™ and the agreement for the provision of such services attached to this motion, is ratified, accepted and approved; and
- d) that the provision of the services of selling and supplying electricity, centralised hot water and unmetered gas within the Community Energy Network™ and the agreement attached to this motion for the provision of such services & facilities by Energy Trade is for the period from the First Annual General Meeting to the end of the term on the agreement; and
- e) that the Strata Manager be authorised to affix the seal of the Owners Corporation to the agreement in the form attached to this motion.

CARRIED

FIRE SAFETY REVIEW

ITEM 15: The meeting **noted** the Fire Safety Certificate provided with the AGM Agenda. No questions or concerns were raised about this. A copy of the current Annual Fire Safety Certificate was distributed to all owners in the AGM notice and is available on BuildingLink.

Annual Fire Safety Certificate

Dated: 15th April 2024

Prepared By: O'Neill and Brown Fire Services

MAINTENANCE PLAN

MOTION 16: It was **resolved** That the Owners Corporation adopt the maintenance plan, a copy of which is located in the BuildingLink library.

CARRIED

CONTRACTS AND SERVICE AGREEMENTS

MOTION 17: 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 required.

CARRIED

EXECUTIVE COMMITTEE (Election)

MOTION 18: It was **resolved** that the Owners Corporation elects an Executive Committee of between 3-7 members from nominations of eligible members.

The following nomination were received and accepted:

P Clarke	(Lot 18)
G Dimitrijevic	(Lot 52)
M C Montesin	(Lot 118)
J Lanzon	(Lot 124)

It was agreed that appointment of office bearers will be discussed in the first Executive Committee meeting.

CARRIED

DELEGATIONS AND APPOINTMENTS

MOTION 19: It was **resolved** that the Strata Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation.

CARRIED

DEFECTS

ITEM 20: The meeting **discussed** as follows:-

Water Ingress in Car Park – An owner raised concerns about water draining into the car park from the walls. The strata manager clarified that basements are not required to be completely dry and some water ingress is expected due to design of wet walls, which helps the slab settle better and reduces cracking. The strata manager also informed the owners that Chase Construction has been addressing some areas in the basement to mitigate the water ingress as part of their defect rectification process.

Defect Status Update – The strata manager informed that common property defect report is approximately 90% complete. The primary remaining issue is cleaning the waterfall area to address calcium and chemical buildup, referred to as concrete leaching, which will be a regular maintenance, depending on the visual impact.

CONTRACTS

ITEM 22: The meeting **noted** about all contracts are up to date and no renewal needed for current contracts.

The strata manager informed that the new proposal for waterfall maintenance servicing will be forwarded to the Executive Committee for further consideration.

GENERAL BUSINESS

ITEM 23: The meeting discussed the following matters:

Fair Trading Matters – the meeting noted that there is an ongoing case with Fair trading in relation to the spas and roller door. The meeting advised that a special General meeting will be called to further discuss amongst owners in the near future.

External Windows Cleaning – an owner queried regarding any contracts or plans for cleaning external windows. The strata manager explained that there is currently no contract in place, but the budget includes an amount allocated for window cleaning. Once the admin fund expenditure budget is approved, strata manager will start obtaining quotes and proposal for external windows cleaning.

Ceiling Patches – an owner raised concern about the appearance of patched ceilings in the common areas, noting different shades of paint. The strata manager acknowledged the issue and will get building manager to conduct a comprehensive walkthrough to identify and address these inconsistencies. Additionally, strata manager mentioned that \$10,000.00 has been budgeted to hire a consultant who will re-evaluate the common property defect report.

Planter Box on Visitor Parking – an owner raised concern regarding planter box that has been stored in a visitor parking space. The strata manager acknowledged the issue and confirmed that building manager has been dealing with the issue. The strata manager assured that he would follow up on this matter to expedite the removal of the planter box from visitor parking spaces.

MEETING CLOSURE

There being no further business the meeting formally closed at 6.47PM.

Vantage Strata Pty Ltd

Proposed Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKS No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

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Page 1

Administrative Fund

	Proposed Budget (24/01/2024-23/01/2025)	Current Actual (24/01/2023-23/01/2024)	Current Budget (24/01/2023-23/01/2024)
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Income

Interest	\$0.00	\$510.33	\$0.00
Levy Income Admin	\$294,715.15	\$418,110.60	\$0.00

Total Admin Fund Income

	\$294,715.15	\$418,620.93	\$0.00
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Expense

Audit Fees	\$1,290.00	\$0.00	\$1,290.00
BAS & Tax Preparation	\$600.00	\$700.00	\$450.00
Bank Charges	\$0.00	\$(12.54)	\$0.00
Banking, Software & Infrastructure	\$0.00	\$330.00	\$345.00
BuildingLink	\$3,096.00	\$3,096.00	\$3,096.00
Cleaning - Basement	\$2,500.00	\$0.00	\$1,612.50
Cleaning - Bin Chutes	\$2,000.00	\$0.00	\$1,000.00
Cleaning - Contract	\$70,000.00	\$66,875.00	\$81,900.00
Cleaning - Windows	\$10,000.00	\$0.00	\$9,675.00
Contingency	\$10,000.00	\$150.00	\$10,000.00
Electrical - Maint. Contract	\$2,200.00	\$0.00	\$0.00
Electricity	\$48,000.00	\$44,086.52	\$32,250.00
Fire - False Alarm Fees	\$6,696.80	\$0.00	\$0.00
Fire - Maintenance Contract	\$12,800.00	\$0.00	\$0.00
Fire - Passive Maintenance Contract	\$0.00	\$1,613.70	\$3,225.00
Fire - Repairs & Replacement	\$7,500.00	\$4,060.00	\$0.00
Fire Protection	\$0.00	\$2,150.00	\$1,075.00
Gardening - Contract	\$5,520.00	\$0.00	\$21,800.00
Gardening - Plants and Trees	\$1,000.00	\$0.00	\$0.00
HVAC - Contract	\$2,000.00	\$0.00	\$0.00
Height Safety Certification	\$1,705.00	\$0.00	\$0.00
Insurance Premium	\$75,000.00	\$40,375.91	\$36,732.00
Keys, Remotes & Swipes	\$0.00	\$700.00	\$500.00
Lifts - Maint. Contract	\$14,080.00	\$0.00	\$0.00
Lifts - Repairs & Maint.	\$5,000.00	\$2,770.00	\$1,200.00
Lifts Registration	\$0.00	\$243.64	\$0.00
Management Fees (Schedule B)	\$0.00	\$437.50	\$0.00
Management Fees - Building Manager	\$66,957.10	\$66,690.00	\$66,690.00
Management Fees - Strata	\$47,362.25	\$45,150.00	\$45,150.00
Miscellaneous Expenses	\$0.00	\$505.56	\$500.00
Parcel Locker	\$5,500.00	\$6,300.00	\$5,000.00
Permits	\$0.00	\$0.00	\$350.00
Plumbing - Maint. Contract	\$3,864.00	\$0.00	\$0.00
R & M Electrical	\$5,000.00	\$1,125.00	\$1,612.50
R & M Garage	\$10,000.00	\$626.82	\$1,000.00
R & M General	\$10,000.00	\$4,904.79	\$2,902.50
R & M Gym Equipment	\$0.00	\$0.00	\$3,000.00

Vantage Strata Pty Ltd
Proposed Budget for Unit Title 15727

MO LONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 2

Administrative Fund

	Proposed Budget	Current Actual	Current Budget
	(24/01/2024-23/01/2025)	(24/01/2023-23/01/2024)	(24/01/2023-23/01/2024)
R & M Hot Water System	\$0.00	\$0.00	\$2,500.00
R & M Plumbing	\$15,000.00	\$0.00	\$1,000.00
R & M Pool	\$0.00	\$301.82	\$15,000.00
R & M Sumps & Pumps	\$1,000.00	\$0.00	\$1,800.00
Reports - Asset Register	\$0.00	\$0.00	\$3,225.00
Reports - Consultants	\$10,000.00	\$0.00	\$0.00
Reports - Defects Report	\$0.00	\$3,102.27	\$2,080.13
Reports - Insurance Valuation	\$1,100.00	\$1,079.50	\$1,290.00
Reports - Sinking Fund Plan	\$0.00	\$999.91	\$3,225.00
Rubbish Removal	\$5,000.00	\$9,045.04	\$10,530.00
Security Upgrade	\$20,000.00	\$0.00	\$0.00
Tax Preparation and Lodgement	\$0.00	\$0.00	\$300.00
Telephone (Lift/Fire/Security)	\$2,000.00	\$0.00	\$2,880.00
Water Usage	\$20,000.00	\$20,550.85	\$41,925.00
Total Admin Fund Expense	\$503,771.15	\$327,957.29	\$418,110.63
TOTAL ADMIN LEVY INCOME	\$294,715.15	\$418,110.60	\$0.00
ADD: ADMIN GST	\$29,471.52		\$41,811.06
TOTAL ADMIN BUDGET	\$324,186.67		\$41,811.06

Vantage Strata Pty Ltd
Proposed Budget for Unit Title 15727

MO LONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 3

Sinking Fund

Proposed Budget (24/01/2024-23/01/2025)	Current Actual (24/01/2023-23/01/2024)	Current Budget (24/01/2023-23/01/2024)
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Income

Levy Income Sinking	\$70,512.00	\$0.00	\$0.00
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Total Sinking Fund Income

\$70,512.00	\$0.00	\$0.00
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Expense

Capital Works Contribution - Sinking	\$4,321.00	\$0.00	\$0.00
R & M Fire Services - Sinking	\$3,033.00	\$0.00	\$0.00

Total Sinking Fund Expense

\$7,354.00	\$0.00	\$0.00
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TOTAL SINKING LEVY INCOME

\$70,512.00	\$0.00	\$0.00
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ADD: SINKING GST

\$7,051.20		\$0.00
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TOTAL SINKING BUDGET

\$77,563.20		\$0.00
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Vantage Strata Pty Ltd
Proposed Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 4

Budget Summary (24/01/2024-23/01/2025)

	Proposed	1st Instalment 12/06/2024	2nd Instalment 29/11/2024	TOTAL (24/01/2024-23/01/2025)
Administrative Fund	\$324,186.67	\$162,093.29	\$162,093.29	\$324,186.58
Sinking Fund	\$77,563.20	\$38,781.71	\$38,781.71	\$77,563.42
Contribution Schedule Total	\$401,749.87	\$200,875.00	\$200,875.00	\$401,750.00
Amount to Collect	\$401,749.87	\$200,875.00	\$200,875.00	\$401,750.00

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Proposed Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 5

Levy Adjustment Summary (24/01/2024-23/01/2025)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 100000

Due Date	Levy Period	Admin	Sinking	Total
12/06/2024	24/01/2024 - 23/07/2024	\$1.62	\$0.39	\$2.01
29/11/2024	24/07/2024 - 23/01/2025	\$1.62	\$0.39	\$2.01
Financial Year Total per Units of Entitlement		\$3.24	\$0.78	\$4.02
Financial Year Aggregate		\$324,186.58	\$77,563.42	\$401,750.00
Proposed Budget Amount		\$324,186.67	\$77,563.20	\$401,749.87
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Vantage Strata Pty Ltd
Proposed Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 6

Owner Summary (24/01/2024-23/01/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 12/06/2024	2nd Instalment 29/11/2024	TOTAL (24/01/2024-23/01/2025)
887	1, 2			
		Admin \$1,437.76	\$1,437.76	\$2,875.52
		Sinking \$343.99	\$343.99	\$687.98
		Owner Total \$1,781.75	\$1,781.75	\$3,563.50
921	3			
		Admin \$1,492.87	\$1,492.87	\$2,985.74
		Sinking \$357.18	\$357.18	\$714.36
		Owner Total \$1,850.05	\$1,850.05	\$3,700.10
1010	4, 43			
		Admin \$1,637.16	\$1,637.16	\$3,274.32
		Sinking \$391.69	\$391.69	\$783.38
		Owner Total \$2,028.85	\$2,028.85	\$4,057.70
1037	5, 8, 11, 73, 106, 118			
		Admin \$1,680.93	\$1,680.93	\$3,361.86
		Sinking \$402.17	\$402.17	\$804.34
		Owner Total \$2,083.10	\$2,083.10	\$4,166.20
1064	6			
		Admin \$1,724.66	\$1,724.66	\$3,449.32
		Sinking \$412.64	\$412.64	\$825.28
		Owner Total \$2,137.30	\$2,137.30	\$4,274.60
1214	7			
		Admin \$1,967.79	\$1,967.79	\$3,935.58
		Sinking \$470.81	\$470.81	\$941.62
		Owner Total \$2,438.60	\$2,438.60	\$4,877.20

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd

Proposed Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
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Page 7

Owner Summary (24/01/2024-23/01/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 12/06/2024	2nd Instalment 29/11/2024	TOTAL (24/01/2024-23/01/2025)
846	9, 12, 33, 34, 55			
	Admin	\$1,371.31	\$1,371.31	\$2,742.62
	Sinking	\$328.09	\$328.09	\$656.18
	Owner Total	\$1,699.40	\$1,699.40	\$3,398.80
805	10, 13, 32, 35, 54, 71, 93, 116			
	Admin	\$1,304.86	\$1,304.86	\$2,609.72
	Sinking	\$312.19	\$312.19	\$624.38
	Owner Total	\$1,617.05	\$1,617.05	\$3,234.10
819	14, 36, 53			
	Admin	\$1,327.53	\$1,327.53	\$2,655.06
	Sinking	\$317.62	\$317.62	\$635.24
	Owner Total	\$1,645.15	\$1,645.15	\$3,290.30
785	15, 30, 37, 119, 120, 121, 122, 127			
	Admin	\$1,272.41	\$1,272.41	\$2,544.82
	Sinking	\$304.44	\$304.44	\$608.88
	Owner Total	\$1,576.85	\$1,576.85	\$3,153.70
518	16, 17, 18, 19, 23, 26			
	Admin	\$839.66	\$839.66	\$1,679.32
	Sinking	\$200.89	\$200.89	\$401.78
	Owner Total	\$1,040.55	\$1,040.55	\$2,081.10
1023	20, 29, 42, 107, 124, 129			
	Admin	\$1,658.21	\$1,658.21	\$3,316.42
	Sinking	\$396.74	\$396.74	\$793.48
	Owner Total	\$2,054.95	\$2,054.95	\$4,109.90

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Vantage Strata Pty Ltd

Proposed Budget for Unit Title 15727

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Page 8

Owner Summary (24/01/2024-23/01/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 12/06/2024	2nd Instalment 29/11/2024	TOTAL (24/01/2024-23/01/2025)
1003	21			
		Admin \$1,625.82	\$1,625.82	\$3,251.64
		Sinking \$388.98	\$388.98	\$777.96
		Owner Total \$2,014.80	\$2,014.80	\$4,029.60
716	22, 25, 44, 47			
		Admin \$1,160.57	\$1,160.57	\$2,321.14
		Sinking \$277.68	\$277.68	\$555.36
		Owner Total \$1,438.25	\$1,438.25	\$2,876.50
521	24, 38, 39, 40, 41, 45, 48, 67, 70, 89, 92			
		Admin \$844.50	\$844.50	\$1,689.00
		Sinking \$202.05	\$202.05	\$404.10
		Owner Total \$1,046.55	\$1,046.55	\$2,093.10
798	27, 74, 96, 101, 126			
		Admin \$1,293.52	\$1,293.52	\$2,587.04
		Sinking \$309.48	\$309.48	\$618.96
		Owner Total \$1,603.00	\$1,603.00	\$3,206.00
771	28, 72, 94			
		Admin \$1,249.74	\$1,249.74	\$2,499.48
		Sinking \$299.01	\$299.01	\$598.02
		Owner Total \$1,548.75	\$1,548.75	\$3,097.50
751	31			
		Admin \$1,217.30	\$1,217.30	\$2,434.60
		Sinking \$291.25	\$291.25	\$582.50
		Owner Total \$1,508.55	\$1,508.55	\$3,017.10

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Vantage Strata Pty Ltd
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Page 9

Owner Summary (24/01/2024-23/01/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 12/06/2024	2nd Instalment 29/11/2024	TOTAL (24/01/2024-23/01/2025)
525	46, 60, 61, 62, 63, 68, 82, 83, 84, 85, 90			
	Admin	\$851.00	\$851.00	\$1,702.00
	Sinking	\$203.60	\$203.60	\$407.20
	Owner Total	\$1,054.60	\$1,054.60	\$2,109.20
792	49, 52, 59, 81, 113			
	Admin	\$1,283.80	\$1,283.80	\$2,567.60
	Sinking	\$307.15	\$307.15	\$614.30
	Owner Total	\$1,590.95	\$1,590.95	\$3,181.90
772	50			
	Admin	\$1,251.36	\$1,251.36	\$2,502.72
	Sinking	\$299.39	\$299.39	\$598.78
	Owner Total	\$1,550.75	\$1,550.75	\$3,101.50
1027	51			
	Admin	\$1,664.71	\$1,664.71	\$3,329.42
	Sinking	\$398.29	\$398.29	\$796.58
	Owner Total	\$2,063.00	\$2,063.00	\$4,126.00
853	56, 77, 78, 99			
	Admin	\$1,382.64	\$1,382.64	\$2,765.28
	Sinking	\$330.81	\$330.81	\$661.62
	Owner Total	\$1,713.45	\$1,713.45	\$3,426.90
812	57, 76, 79, 98			
	Admin	\$1,316.19	\$1,316.19	\$2,632.38
	Sinking	\$314.91	\$314.91	\$629.82
	Owner Total	\$1,631.10	\$1,631.10	\$3,262.20

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Vantage Strata Pty Ltd

Proposed Budget for Unit Title 15727

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Page 10

Owner Summary (24/01/2024-23/01/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 12/06/2024	2nd Instalment 29/11/2024	TOTAL (24/01/2024-23/01/2025)
826	58, 75, 80, 97			
	Admin	\$1,338.91	\$1,338.91	\$2,677.82
	Sinking	\$320.34	\$320.34	\$640.68
	Owner Total	\$1,659.25	\$1,659.25	\$3,318.50
1030	64, 86, 95			
	Admin	\$1,669.55	\$1,669.55	\$3,339.10
	Sinking	\$399.45	\$399.45	\$798.90
	Owner Total	\$2,069.00	\$2,069.00	\$4,138.00
1016	65, 87			
	Admin	\$1,646.88	\$1,646.88	\$3,293.76
	Sinking	\$394.02	\$394.02	\$788.04
	Owner Total	\$2,040.90	\$2,040.90	\$4,081.80
723	66, 69, 88, 91			
	Admin	\$1,171.91	\$1,171.91	\$2,343.82
	Sinking	\$280.39	\$280.39	\$560.78
	Owner Total	\$1,452.30	\$1,452.30	\$2,904.60
1092	100, 117			
	Admin	\$1,770.05	\$1,770.05	\$3,540.10
	Sinking	\$423.50	\$423.50	\$847.00
	Owner Total	\$2,193.55	\$2,193.55	\$4,387.10
532	102, 103, 104, 105, 110, 123			
	Admin	\$862.33	\$862.33	\$1,724.66
	Sinking	\$206.32	\$206.32	\$412.64
	Owner Total	\$1,068.65	\$1,068.65	\$2,137.30

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Vantage Strata Pty Ltd

Proposed Budget for Unit Title 15727

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Page 11

Owner Summary (24/01/2024-23/01/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 12/06/2024	2nd Instalment 29/11/2024	TOTAL (24/01/2024-23/01/2025)
730	108, 111			
		Admin \$1,183.29	\$1,183.29	\$2,366.58
		Sinking \$283.11	\$283.11	\$566.22
		Owner Total \$1,466.40	\$1,466.40	\$2,932.80
528	109, 112			
		Admin \$855.83	\$855.83	\$1,711.66
		Sinking \$204.77	\$204.77	\$409.54
		Owner Total \$1,060.60	\$1,060.60	\$2,121.20
778	114			
		Admin \$1,261.08	\$1,261.08	\$2,522.16
		Sinking \$301.72	\$301.72	\$603.44
		Owner Total \$1,562.80	\$1,562.80	\$3,125.60
1044	115			
		Admin \$1,692.27	\$1,692.27	\$3,384.54
		Sinking \$404.88	\$404.88	\$809.76
		Owner Total \$2,097.15	\$2,097.15	\$4,194.30
1201	125			
		Admin \$1,946.73	\$1,946.73	\$3,893.46
		Sinking \$465.77	\$465.77	\$931.54
		Owner Total \$2,412.50	\$2,412.50	\$4,825.00
1053	128			
		Admin \$1,706.83	\$1,706.83	\$3,413.66
		Sinking \$408.37	\$408.37	\$816.74
		Owner Total \$2,115.20	\$2,115.20	\$4,230.40

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Vantage Strata Pty Ltd
Proposed Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 12

Contribution Summary (24/01/2024-23/01/2025)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2	Contribution Schedule Owner Total	887	\$2,875.52 \$2,875.52	\$687.98 \$687.98	\$0.00 \$3,563.50
3	Contribution Schedule Owner Total	921	\$2,985.74 \$2,985.74	\$714.36 \$714.36	\$0.00 \$3,700.10
4, 43	Contribution Schedule Owner Total	1010	\$3,274.32 \$3,274.32	\$783.38 \$783.38	\$0.00 \$4,057.70
5, 8, 11, 73, 106, 118	Contribution Schedule Owner Total	1037	\$3,361.86 \$3,361.86	\$804.34 \$804.34	\$0.00 \$4,166.20
6	Contribution Schedule Owner Total	1064	\$3,449.32 \$3,449.32	\$825.28 \$825.28	\$0.00 \$4,274.60
7	Contribution Schedule Owner Total	1214	\$3,935.58 \$3,935.58	\$941.62 \$941.62	\$0.00 \$4,877.20
9, 12, 33, 34, 55	Contribution Schedule Owner Total	846	\$2,742.62 \$2,742.62	\$656.18 \$656.18	\$0.00 \$3,398.80
10, 13, 32, 35, 54, 71, 93, 116	Contribution Schedule Owner Total	805	\$2,609.72 \$2,609.72	\$624.38 \$624.38	\$0.00 \$3,234.10
14, 36, 53	Contribution Schedule Owner Total	819	\$2,655.06 \$2,655.06	\$635.24 \$635.24	\$0.00 \$3,290.30
15, 30, 37, 119, 120, 121, 122, 127	Contribution Schedule Owner Total	785	\$2,544.82 \$2,544.82	\$608.88 \$608.88	\$0.00 \$3,153.70
16, 17, 18, 19, 23, 26	Contribution Schedule Owner Total	518	\$1,679.32 \$1,679.32	\$401.78 \$401.78	\$0.00 \$2,081.10
20, 29, 42, 107, 124, 129	Contribution Schedule Owner Total	1023	\$3,316.42 \$3,316.42	\$793.48 \$793.48	\$0.00 \$4,109.90

Vantage Strata Pty Ltd
Proposed Budget for Unit Title 15727

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Page 13

Contribution Summary (24/01/2024-23/01/2025)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
21	Contribution Schedule Owner Total	1003	\$3,251.64 \$3,251.64	\$777.96 \$777.96	\$0.00 \$4,029.60
22, 25, 44, 47	Contribution Schedule Owner Total	716	\$2,321.14 \$2,321.14	\$555.36 \$555.36	\$0.00 \$2,876.50
24, 38, 39, 40, 41, 45, 48, 67, 70, 89, 92	Contribution Schedule Owner Total	521	\$1,689.00 \$1,689.00	\$404.10 \$404.10	\$0.00 \$2,093.10
27, 74, 96, 101, 126	Contribution Schedule Owner Total	798	\$2,587.04 \$2,587.04	\$618.96 \$618.96	\$0.00 \$3,206.00
28, 72, 94	Contribution Schedule Owner Total	771	\$2,499.48 \$2,499.48	\$598.02 \$598.02	\$0.00 \$3,097.50
31	Contribution Schedule Owner Total	751	\$2,434.60 \$2,434.60	\$582.50 \$582.50	\$0.00 \$3,017.10
46, 60, 61, 62, 63, 68, 82, 83, 84, 85, 90	Contribution Schedule Owner Total	525	\$1,702.00 \$1,702.00	\$407.20 \$407.20	\$0.00 \$2,109.20
49, 52, 59, 81, 113	Contribution Schedule Owner Total	792	\$2,567.60 \$2,567.60	\$614.30 \$614.30	\$0.00 \$3,181.90
50	Contribution Schedule Owner Total	772	\$2,502.72 \$2,502.72	\$598.78 \$598.78	\$0.00 \$3,101.50
51	Contribution Schedule Owner Total	1027	\$3,329.42 \$3,329.42	\$796.58 \$796.58	\$0.00 \$4,126.00
56, 77, 78, 99	Contribution Schedule Owner Total	853	\$2,765.28 \$2,765.28	\$661.62 \$661.62	\$0.00 \$3,426.90
57, 76, 79, 98	Contribution Schedule Owner Total	812	\$2,632.38 \$2,632.38	\$629.82 \$629.82	\$0.00 \$3,262.20

Vantage Strata Pty Ltd
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Page 14

Contribution Summary (24/01/2024-23/01/2025)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
58, 75, 80, 97	Contribution Schedule Owner Total	826	\$2,677.82 \$2,677.82	\$640.68 \$640.68	\$0.00 \$3,318.50
64, 86, 95	Contribution Schedule Owner Total	1030	\$3,339.10 \$3,339.10	\$798.90 \$798.90	\$0.00 \$4,138.00
65, 87	Contribution Schedule Owner Total	1016	\$3,293.76 \$3,293.76	\$788.04 \$788.04	\$0.00 \$4,081.80
66, 69, 88, 91	Contribution Schedule Owner Total	723	\$2,343.82 \$2,343.82	\$560.78 \$560.78	\$0.00 \$2,904.60
100, 117	Contribution Schedule Owner Total	1092	\$3,540.10 \$3,540.10	\$847.00 \$847.00	\$0.00 \$4,387.10
102, 103, 104, 105, 110, 123	Contribution Schedule Owner Total	532	\$1,724.66 \$1,724.66	\$412.64 \$412.64	\$0.00 \$2,137.30
108, 111	Contribution Schedule Owner Total	730	\$2,366.58 \$2,366.58	\$566.22 \$566.22	\$0.00 \$2,932.80
109, 112	Contribution Schedule Owner Total	528	\$1,711.66 \$1,711.66	\$409.54 \$409.54	\$0.00 \$2,121.20
114	Contribution Schedule Owner Total	778	\$2,522.16 \$2,522.16	\$603.44 \$603.44	\$0.00 \$3,125.60
115	Contribution Schedule Owner Total	1044	\$3,384.54 \$3,384.54	\$809.76 \$809.76	\$0.00 \$4,194.30
125	Contribution Schedule Owner Total	1201	\$3,893.46 \$3,893.46	\$931.54 \$931.54	\$0.00 \$4,825.00
128	Contribution Schedule Owner Total	1053	\$3,413.66 \$3,413.66	\$816.74 \$816.74	\$0.00 \$4,230.40
	Overall Total		\$324,186.58	\$77,563.42	\$401,750.00

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Vantage Strata Pty Ltd
Proposed Budget for Unit Title 15727

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Page 15

Contribution Summary (24/01/2024-23/01/2025)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
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Schedule	UOE
Contribution Schedule	100000

**EXECUTIVE COMMITTEE MEETING MINUTES
OF THE OWNERS UNITS PLAN 15727
Molonglo Falls**

Venue Molonglo Falls Clubhouse

Date: Tuesday 3rd July 2024

Time: 5:30pm

Attendance: G Dimitrijevic (lot 52), J Lanzon (Lot 124), M Montesin (lot 118), P Clarke (Lot 18)

1. ELECTION OF OFFICE BEARERS

It was **resolved** that the following members will stand in office in their respective position for the upcoming year.

Chairperson: G Dimitrijevic (lot 52)
Treasurer: M Montesin (lot 118)
Secretary: J Lanzon (lot 124)

2. ADOPTION OF MINUTES PREVIOUS MINUTES

It was **resolved** that the minutes of the previous executive meeting minutes to be discussed and accepted.

3. UPDATE NEW MEMEBRS FOR OUTSTANDING UNRESOLVED ITEMS

Strata Manager advised new members of the EC additional context regarding the Spas and Roller which remain the 2 large unresolved items. Both of these matters are currently with Fair trading and that the latest update was that Fair trading are awaiting further correspondence from Chase Construction.

The Strata Manager is arranging an onsite review of the maintenance plan with the EC at the member's request. Strata Manger to brief members on timeline of events for both the Spas and Roller Doors at this next catchup.

4. CARPARK CLEANING QUOTE

Members discussed the 2 proposals from Kota Group and Fairy cleaning. Members agreed to award the works to Kota Group. Members discussed the frequency that the basement would require cleaning and it was agreed to evaluate the situation over the next 12 months before engaging a vendor to implement regular cleaning.

5. MISUSE OF VISITOR CARPARKING

Members discussed the ongoing issue with residents misusing the visitor spacing and the area out the front of the bin collection area. Strata Manager to start issuing breach notices to repeat offenders.

6. ENERGY LOCALS' AGREEMENT – TO BE EXECUTED

Members discussed the energy trade proposal, with the Chairperson to review and execute the agreement offline.

7. BUILDING MANAGERS REPORT

Members discussed the Building Managers report including the frequent chute blockages. The Strata Manager advised that we are currently sourcing quotes to have a FOB reader installed at all waste rooms to be able to identify and on charge associated cost for residents who continue to misuse these areas.

In addition, members approved the costing to install blocker pates on access doors to prevent unauthorized access. A discussion was held on the recommendation to install deodorizers in each chute room, however there were some concerns raised regarding the effectiveness of a deodorizer. A member noted that the extent of the issue won't reveal itself until the warmer months. Strata Manager to arrange for one of the Chute rooms to have a deodorizer installed to monitor the effectiveness coming into the warmer months.

8. FINANCIAL REPORT

Members discussed the financial and arrears report that were provided prior to the meeting and noted that the EC will receive a monthly financial report.

9. GENERAL BUSSINESS

Notifying new tenants of rules- the meeting discussed how new tenants are informed of the complex rules and general information. Strata Manager to follow up with the admin team on how new tenants are being notified of the rules. Manager to report back to the EC with an update.

Planter Box in visitor car space- the meeting discussed the planter box that has been left in the visitor car space since inception. Strata Manager to talk to Building Manager about potential places the planter box could be utilized. Strata Manager to follow up with Chase to remove this as it is likely to require a forklift.

Overdue levies – the meeting discussed a number of outstanding levies and asked that the Strata Manager follow up the outstanding levies.

There being no more formal business the meeting closed at 7:27 PM.



**MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO 15727
MOLONGLO FALLS – 2 TERRY CONNELLY STREET,
COOMBS ACT 2611**

Venue: Microsoft Teams

Date: Tuesday 4 February 2025

Time: 5:45PM

Present:

P Clarke	(Unit 18)
G Dimitrijevic	(Unit 52)
M Montesin	(Unit 118)
J Lanzon	(Unit 124)
B Abbey	(Vantage Strata, Strata Manager)
J C Fajarda	(Vantage Strata, Senior Strata Manager)
A Rahmat	(Vantage Strata, Minutes Taker)

MEETING FORMALITIES

1. Attendance and Acceptance of Apologies

Attendance was recorded. No apologies accepted.

2. Confirmation of Chairperson

G Dimitrijevic (Lot 52) assumed the role of Chairperson. The meeting opened at 5:45pm noting a quorum was present.

3. Conflict of Interest

No new conflicts of interest were declared.

4. Previous Minutes

The minutes of the previous Executive Committee meeting were adopted.

AGENDA

5. Financial & Arrears Report:

Members reviewed the financial and arrears reports. The strata manager informed the Executive Committee (EC) that the accounts team has started charging interest and late fees to Zapari's units as agreed in the previous meeting.

6. AGM agenda discussion:

a) Outstanding actions in relation to spas.

The strata manager provided a brief outline of the issues in relation to the spas. The EC to review quotes and provide options to owners ahead of the next general meeting.

b) AGM preparation and timeframes

The strata manager informed the EC that the financials have been sent to an independent auditor and are expected within two weeks for the finalisation of the audit report.

It was agreed that the strata manager would draft the AGM motions and agenda incorporating discussed options.

7. EV report discussion:

The EV report was discussed and while the building has the capacity to add charge stations to visitor bays, the EC requires additional information to consider the implications of this.

It was agreed that the EV report would not be included as an AGM agenda item because further strategic planning is required.

EV infrastructure discussion will continue offline separately pending further advice being provided to the EC for consideration.

8. Financials:

Members discussed the financials, and the strata manager explained the arrears report sent to the EC.

9. Outstanding matters:

ARC Site: The strata manager informed the EC that the ArcSite system is not ready for use as primary platform.

Vantage has paid for the BuildingLink subscription so the system can continue as is. It was agreed to delay further discussions on the ArcSite proposal to focus on more pressing issues in the short term.

BMs Report: The BM report was issued in January 2025. No major concerns were raised. However, some quotes were still pending.

Members discussed the quotes for fire door lock installation. It was agreed to proceed with Googong Locksmiths.

Intercom on B1 and B2: Quote for intercom installation from Supertech was discussed. Concerns raised regarding potential firewall breaches during installation.

It was agreed that Supertech would need to provide detailed scope clarification, including conduit routing plans and fire safety measures. The strata manager also informed the EC that another contractor (Access & Intercom) was also contacted for a quote, but yet to respond. The strata manager will follow up with Access & Intercom for additional quotes for comparison and other trades.

Parcel Locker Incident: The strata manager informed the EC regarding an incident where damage to the parcel locker occurred.

The issue has been raised to the unit owner and property manager. It was agreed that all costs will be charged to the unit owner, leaving it to unit owner or property manager to recover cost from the responsible tenant.

GENERAL BUSINESS

1. Gate soft-close hinges

The strata manager provided an update that the building manager had engaged a contractor who determined that due to the gate style, standard soft-close hinges would not be compatible and require custom fabrication. It was agreed that the building manager would follow up on options and advise members.

2. Blocker plates for gate access control

A quote request for blocker plates was submitted and once quotes are obtained, they will be presented to the EC for further consideration.

3. Notice board installation

A lockable notice board with a key cover is available for use in the hallway for residents' communications. Members to review suitability of the notice board and advise the building manager if they would like this installed. Additional boards were discussed for each lift.

4. Outdoor cinema / TV issues

The contractor who installed the outdoor cinema/TVs has not responded regarding maintenance of repair responsibilities. The strata manager informed that the follow up request has been sent and if no response received within 7 days, alternative solutions will be explored.

5. Building defect report & outstanding rectifications

Building defect report and outstanding rectifications was discussed. The strata manager informed that over 90% of rectifications are reportedly complete. A quote to engage Peak Consulting to conduct a formal review and certify completed works will be provided to the EC for consideration.

The meeting closed at 6:54 pm.

**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF 15727
Molonglo Falls
Terry Connolly Street 2, COOMBS, ACT, 2611**

VENUE: Vantage Strata Office

DATE: 30th April 2025

TIME: 05:30 PM (Canberra time)

PRESENT:

Lot Number	Attendee	Owner Name
18	Owner - Paul A Clarke	Paul A Clarke
40	Owner - Denise S Venables	Denise S Venables
41	Owner - Rubel C Gope	Rubel C Gope
52	Owner - Gordana Dimitrijevic	Gordana Dimitrijevic
54	Owner - SM Taufiqua Islam & Samina T Ahmed	SM Taufiqua Islam & Samina T Ahmed
81	Owner - Jack Clifton Van Lohuizen	Jack Clifton Van Lohuizen
103	Owner - Christopher M Scullin	Christopher M Scullin
118	Owner - Matthew C Montesin	Matthew C Montesin
124	Owner - Joanne L Lanzon	Paul A & Joanne L Lanzon

APOLOGIES: N/A

PROXIES: Geoff Stannard appointed proxy Lilianne Maree Stannard - Lot 115

ABSENTEE VOTES: N/A

ADDITIONAL ATTENDEES: Dayle Russell (Strata Manager, Vantage Strata)

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

SECRETARIAL NOTE:

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

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that Gordana Dimitrijevic (Lot 52) be appointed as the chairperson of the meeting.*

No conflicts of interest were noted.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary resolution

*It was **resolved** that the minutes of the previous Annual General Meeting be confirmed.*

Secretarial Note: It was noted that the decision to remove the spas in a previous meeting did not present all available options, and that the current special resolution was brought in as a result.

MOTION CARRIED

3. INSURANCE VALUATION (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the insurance valuation obtained from QIA Group Pty Ltd, dated 10/12/2024 and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.*

MOTION CARRIED

4. 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.*

MOTION CARRIED

5. CLASS ACTION

Ordinary resolution

That the Owners Corporation does not at this time resolve to engage Adero Law, to represent the Owners Corporation in relation to a class action against Zapari Group based on the current obtained legal advice.

MOTION FAILED

6. CLASS ACTION AMENDMENT

Ordinary resolution

It was resolved that the executive committee seek support from the relevant government agency to assist resolving the misleading advertising and conduct of Zapari on behalf of the Owners Corporation.

It was agreed for the Executive Committee to explore a formal complaint to ACT Government, legal viability of ACAT application and Lodgement to ACCC.

It was agreed to prepare a summary pack on what was discussed and decided including the supporting evidence for owners as well as seek advice from a lawyer or legal to approach the government.

MOTION CARRIED

7. SPAS

Submitted by Committee | Special resolution

That the Owners Corporation of UP15727 does not resolve to proceed with the removal, repair or seek legal advice of the onsite spas.

MOTION FAILED

8. PROGRESSING SPA REMOVAL

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to initiate ACAT proceedings against developer (Zapari) and make decisions on behalf of the Owners Corporation as per below.*

- *Initiate ACAT proceedings against the developer (Zapari) to:*
 - *Seek removal of all three spas*
 - *Require make-good works of the areas after removal.*
 - *Claim legal and application costs incurred by the OC.*
- *Authorise the Executive Committee (EC) to:*
 - *Make decisions on behalf of the OC during ACAT proceedings.*
 - *Proceed with legal representation, with a proposed initial cap of \$5,000.*
 - *Manage outcomes (e.g. accepting negotiated settlements or outcomes from mediation).*

MOTION CARRIED

9. AUDITED FINANCIALS (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 23/01/2025.*

MOTION CARRIED

10. 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

11. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Administration Fund expenditure budget of \$512,055 plus GST for the period 24/01/2025 to 23/01/2026 be adopted.*

MOTION CARRIED

12. ADMIN FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$512,055.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments on 30 May 2025, 30 July 2025, 30 October 2025 and 20 January 2026.*

Secretarial Note: It was agreed to change the admin fund contribution payable by 4 instalments.

MOTION CARRIED

13. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of \$4,124.54 plus GST, for the period 24/01/2025 to 23/01/2026 be adopted.*

MOTION CARRIED

14. SINKING FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution of \$83,128. plus GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 24/01/2025 to 23/01/2026 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 installments on 30 May 2025, 30 July 2025, 30 October 2025 and 20 January 2026.*

MOTION CARRIED

15. INVESTMENT OF FUNDS - ACT

Submitted by Committee | Special resolution

*It was **resolved** that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds in interest bearing investments as considered appropriate.*

MOTION CARRIED

16. 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

17. 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.*

Secreterial Note: 6 in favours, 2 Owners vote against, and 1 owner abstain.

MOTION CARRIED

18. DEFECTS

Ordinary resolution

No defect issues were discussed.

MOTION CARRIED

19. FIRE SAFETY REVIEW

Ordinary resolution

The meeting noted the fire safety certificate was updated post-agenda.

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

Please find enclosed in this pack the Annual Fire Safety Certificate provided from the fire contractor.

Annual Fire Safety Certificate

Dated: 15/04/2024

Prepared By: O'Neill & Brown Fire Services

Secretarial note: At the time of issuing the agenda, the above date and certificate was relevant. To ensure this is accurately provided to owners, the 2025 certificate is attached with these minutes.

MOTION CARRIED

20. CONTRACTS

Ordinary resolution

The following contracts are next upcoming for review:

- Electrical - October 2025
- Strata Management Agreement - January 2026

MOTION CARRIED

21. 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

22. DELEGATIONS AND APPOINTMENTS

Ordinary resolution

It was noted that the Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

MOTION CARRIED

23. STRATA AND BUILDING MANAGEMENT AGENCY AGREEMENTS (Ratify)

Ordinary resolution

*It was **resolved** that the Owners Corporation ratify the appointment of Vantage Strata as per the written management agreement/s commencing 24th January 2025 and ending on 23rd January 2026, entered into by the Executive Committee, appointing Vantage Strata as follows:*

- That Vantage Strata be appointed as Manager/s, for a period of 1 year with option for a 24 month extension.
- 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/s.

MOTION CARRIED

24. 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 below owners have been nominated:*

- Matthew C Montesin U4
- Paul Clarke U18
- Joanne Lanzon U12
- Chris Scullin U504

MOTION CARRIED

25. GENERAL BUSINESS

Ordinary resolution

The following general business items were discussed:

1. Schedule of Insurance and payment of commissions

- Prior to the meeting, one of the owners submitted details of a newly proposed insurance policy with a lower premium compared to the currently endorsed policy. However, as the existing policy does not expire until December, it is not possible to consider or implement the new proposal at this time.
- The owners discussed insurance commissions, and the strata manager advised that Vantage Strata is actively working towards the removal of insurance commissions. Further details on this initiative will be provided to the incoming committee during the renewal process for both insurance and strata management services.

MOTION CARRIED

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 15727

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 30 April 2025

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

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

☐ **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
30 April 2025	See attached minutes

A4 Owners corporation declaration

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



.....
[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** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

Vantage Strata Pty Ltd

Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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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Page 1

Administrative Fund

	Approved Budget (24/01/2025-23/01/2026)	Current Actual (24/01/2024-23/01/2025)	Current Budget (24/01/2024-23/01/2025)
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Income

Interest	\$0.00	\$8,863.72	\$0.00
Levy Income	\$512,055.00	\$503,770.17	\$294,715.15

Total Admin Fund Income

	\$512,055.00	\$512,633.89	\$294,715.15
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Expense

Audit Fees	\$2,000.00	\$1,490.00	\$1,290.00
BAS & Tax Preparation (I)	\$650.00	\$700.00	\$600.00
Bank Fees & Charges	\$0.00	\$(0.49)	\$0.00
Banking, Software & Infrastructure	\$350.00	\$337.24	\$0.00
BuildingLink	\$3,096.00	\$3,096.00	\$3,096.00
Cleaning - Basement	\$2,000.00	\$1,700.00	\$2,500.00
Cleaning - Contract	\$72,000.00	\$61,990.00	\$70,000.00
Cleaning - Windows	\$10,000.00	\$0.00	\$10,000.00
Contingency	\$10,000.00	\$3,147.41	\$10,000.00
Contractor Compliance Fee	\$88.00	\$88.00	\$0.00
Electricity Usage	\$42,000.00	\$44,162.89	\$48,000.00
Fire - False Alarm Fees	\$3,000.00	\$6,143.35	\$6,696.80
Fire - Maintenance Contract	\$13,184.00	\$14,628.02	\$12,800.00
Fire - Monitoring	\$0.00	\$2,000.00	\$0.00
Fire Services R&M and Replacement	\$7,500.00	\$5,576.67	\$7,500.00
Garbage Chute Cleaning	\$2,000.00	\$0.00	\$2,000.00
Gardening - Contract	\$5,740.80	\$2,760.00	\$5,520.00
Gardening - Plants and Trees	\$1,000.00	\$0.00	\$1,000.00
Height Safety Certification	\$830.00	\$875.00	\$1,705.00
Insurance Premium	\$90,000.00	\$56,964.29	\$75,000.00
Keys, Fobs, Remotes & Swipes	\$0.00	\$230.00	\$0.00
Lifts - Maintenance Contract	\$14,643.20	\$15,236.56	\$14,080.00
Lifts - Repairs & Maintenance	\$5,000.00	\$3,280.50	\$5,000.00
Lodgement Fees (I)	\$155.00	\$150.91	\$0.00
Management Fees - Building Management	\$77,064.00	\$71,491.16	\$66,957.10
Management Fees - Schedule B Fees	\$250.00	\$155.45	\$0.00
Management Fees - Strata Management	\$51,600.00	\$48,400.40	\$47,362.25
Parcel Locker	\$3,308.00	\$3,460.00	\$5,500.00
R&M - Electrical	\$3,000.00	\$460.00	\$5,000.00
R&M - Electrical Maintenance Contract (I)	\$2,266.00	\$2,200.00	\$2,200.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$10,000.00	\$5,485.00	\$10,000.00
R&M - General	\$10,000.00	\$3,840.00	\$10,000.00
R&M - HVAC Contract (I)	\$2,060.00	\$2,000.00	\$2,000.00
R&M - ICT Services & Infrastructure (inc Telephone)	\$1,250.00	\$1,265.80	\$2,000.00
R&M - Plumbing	\$5,000.00	\$0.00	\$15,000.00
R&M - Plumbing Maintenance Contract	\$4,020.00	\$3,542.00	\$3,864.00
R&M - Sumps & Pumps	\$1,000.00	\$1,375.00	\$1,000.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 2

Administrative Fund

	Approved Budget (24/01/2025-23/01/2026)	Current Actual (24/01/2024-23/01/2025)	Current Budget (24/01/2024-23/01/2025)
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Reports - Consultants	\$0.00	\$4,840.00	\$10,000.00
Reports - Insurance Valuation	\$0.00	\$1,288.18	\$1,100.00
Reports - Maintenance Plan	\$2,000.00	\$0.00	\$0.00
Rubbish Removal	\$5,000.00	\$4,343.86	\$5,000.00
Security Upgrade	\$22,000.00	\$15,500.00	\$20,000.00
Water Usage	\$27,000.00	\$29,434.03	\$20,000.00

Total Admin Fund Expense	\$512,055.00	\$423,637.23	\$503,771.15
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TOTAL ADMIN LEVY INCOME	\$512,055.00	\$503,770.17	\$294,715.15
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ADD: ADMIN GST	\$51,205.50		\$29,471.52
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TOTAL ADMIN BUDGET	\$563,260.50		\$324,186.67
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Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 3

Sinking Fund

	Approved Budget (24/01/2025-23/01/2026)	Current Actual (24/01/2024-23/01/2025)	Current Budget (24/01/2024-23/01/2025)
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Income

Interest	\$0.00	\$139.37	\$0.00
Levy Income	\$83,128.00	\$70,512.20	\$70,512.00

Total Sinking Fund Income

	\$83,128.00	\$70,651.57	\$70,512.00
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Expense

Capital Works Contribution	\$0.00	\$0.00	\$4,321.00
Fire Services R&M and Replacement	\$0.00	\$0.00	\$3,033.00
R&M - Buildings	\$4,125.00	\$0.00	\$0.00

Total Sinking Fund Expense

	\$4,125.00	\$0.00	\$7,354.00
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TOTAL SINKING LEVY INCOME

	\$83,128.00	\$70,512.20	\$70,512.00
--	--------------------	--------------------	--------------------

ADD: SINKING GST

	\$8,312.80		\$7,051.20
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TOTAL SINKING BUDGET

	\$91,440.80		\$77,563.20
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Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 4

Budget Summary (24/01/2025-23/01/2026)

	Approved	1st Instalment 30/05/2025	2nd Instalment 30/07/2025	3rd Instalment 30/10/2025	4th Instalment 20/01/2026	TOTAL (24/01/2025-23/01/2026)
Administrative Fund	\$563,260.50	\$140,814.95	\$140,814.95	\$140,814.95	\$140,814.95	\$563,259.80
Sinking Fund	\$91,440.80	\$22,860.20	\$22,860.20	\$22,860.20	\$22,860.20	\$91,440.80
Contribution Schedule Total	\$654,701.30	\$163,675.15	\$163,675.15	\$163,675.15	\$163,675.15	\$654,700.60
Amount to Collect	\$654,701.30	\$163,675.15	\$163,675.15	\$163,675.15	\$163,675.15	\$654,700.60

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 5

Levy Adjustment Summary (24/01/2025-23/01/2026)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 100000

Due Date	Levy Period	Admin	Sinking	Total
30/05/2025	24/01/2025 - 23/04/2025	\$1.41	\$0.23	\$1.64
30/07/2025	24/04/2025 - 23/07/2025	\$1.41	\$0.23	\$1.64
30/10/2025	24/07/2025 - 23/10/2025	\$1.41	\$0.23	\$1.64
20/01/2026	24/10/2025 - 23/01/2026	\$1.41	\$0.23	\$1.64
Financial Year Total per Units of Entitlement		\$5.63	\$0.91	\$6.55
Financial Year Aggregate		\$563,259.80	\$91,440.80	\$654,700.60
Approved Budget Amount		\$563,260.50	\$91,440.80	\$654,701.30
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKS N No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Page 6

Owner Summary (24/01/2025-23/01/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 30/05/2025	2nd Instalment 30/07/2025	3rd Instalment 30/10/2025	4th Instalment 20/01/2026	TOTAL (24/01/2025-23/01/2026)
887	1, 2						
		Admin	\$1,249.03	\$1,249.03	\$1,249.03	\$1,249.03	\$4,996.12
		Sinking	\$202.77	\$202.77	\$202.77	\$202.77	\$811.08
		Owner Total	\$1,451.80	\$1,451.80	\$1,451.80	\$1,451.80	\$5,807.20
921	3						
		Admin	\$1,296.91	\$1,296.91	\$1,296.91	\$1,296.91	\$5,187.64
		Sinking	\$210.54	\$210.54	\$210.54	\$210.54	\$842.16
		Owner Total	\$1,507.45	\$1,507.45	\$1,507.45	\$1,507.45	\$6,029.80
1010	4, 43						
		Admin	\$1,422.21	\$1,422.21	\$1,422.21	\$1,422.21	\$5,688.84
		Sinking	\$230.89	\$230.89	\$230.89	\$230.89	\$923.56
		Owner Total	\$1,653.10	\$1,653.10	\$1,653.10	\$1,653.10	\$6,612.40
1037	5, 8, 11, 73, 106, 118						
		Admin	\$1,460.24	\$1,460.24	\$1,460.24	\$1,460.24	\$5,840.96
		Sinking	\$237.06	\$237.06	\$237.06	\$237.06	\$948.24
		Owner Total	\$1,697.30	\$1,697.30	\$1,697.30	\$1,697.30	\$6,789.20
1064	6						
		Admin	\$1,498.27	\$1,498.27	\$1,498.27	\$1,498.27	\$5,993.08
		Sinking	\$243.23	\$243.23	\$243.23	\$243.23	\$972.92
		Owner Total	\$1,741.50	\$1,741.50	\$1,741.50	\$1,741.50	\$6,966.00
1214	7						
		Admin	\$1,709.48	\$1,709.48	\$1,709.48	\$1,709.48	\$6,837.92
		Sinking	\$277.52	\$277.52	\$277.52	\$277.52	\$1,110.08
		Owner Total	\$1,987.00	\$1,987.00	\$1,987.00	\$1,987.00	\$7,948.00

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 7

Owner Summary (24/01/2025-23/01/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 30/05/2025	2nd Instalment 30/07/2025	3rd Instalment 30/10/2025	4th Instalment 20/01/2026	TOTAL (24/01/2025-23/01/2026)
846	9, 12, 33, 34, 55						
		Admin	\$1,191.30	\$1,191.30	\$1,191.30	\$1,191.30	\$4,765.20
		Sinking	\$193.40	\$193.40	\$193.40	\$193.40	\$773.60
		Owner Total	\$1,384.70	\$1,384.70	\$1,384.70	\$1,384.70	\$5,538.80
805	10, 13, 32, 35, 54, 71, 93, 116						
		Admin	\$1,133.58	\$1,133.58	\$1,133.58	\$1,133.58	\$4,534.32
		Sinking	\$184.02	\$184.02	\$184.02	\$184.02	\$736.08
		Owner Total	\$1,317.60	\$1,317.60	\$1,317.60	\$1,317.60	\$5,270.40
819	14, 36, 53						
		Admin	\$1,153.27	\$1,153.27	\$1,153.27	\$1,153.27	\$4,613.08
		Sinking	\$187.23	\$187.23	\$187.23	\$187.23	\$748.92
		Owner Total	\$1,340.50	\$1,340.50	\$1,340.50	\$1,340.50	\$5,362.00
785	15, 30, 37, 119, 120, 121, 122, 127						
		Admin	\$1,105.40	\$1,105.40	\$1,105.40	\$1,105.40	\$4,421.60
		Sinking	\$179.45	\$179.45	\$179.45	\$179.45	\$717.80
		Owner Total	\$1,284.85	\$1,284.85	\$1,284.85	\$1,284.85	\$5,139.40
518	16, 17, 18, 19, 23, 26						
		Admin	\$729.43	\$729.43	\$729.43	\$729.43	\$2,917.72
		Sinking	\$118.42	\$118.42	\$118.42	\$118.42	\$473.68
		Owner Total	\$847.85	\$847.85	\$847.85	\$847.85	\$3,391.40
1023	20, 29, 42, 107, 124, 129						
		Admin	\$1,440.54	\$1,440.54	\$1,440.54	\$1,440.54	\$5,762.16
		Sinking	\$233.86	\$233.86	\$233.86	\$233.86	\$935.44
		Owner Total	\$1,674.40	\$1,674.40	\$1,674.40	\$1,674.40	\$6,697.60

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Level 4, DKSJ No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Page 8

Owner Summary (24/01/2025-23/01/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 30/05/2025	2nd Instalment 30/07/2025	3rd Instalment 30/10/2025	4th Instalment 20/01/2026	TOTAL (24/01/2025-23/01/2026)
1003	21						
		Admin	\$1,412.36	\$1,412.36	\$1,412.36	\$1,412.36	\$5,649.44
		Sinking	\$229.29	\$229.29	\$229.29	\$229.29	\$917.16
		Owner Total	\$1,641.65	\$1,641.65	\$1,641.65	\$1,641.65	\$6,566.60
716	22, 25, 44, 47						
		Admin	\$1,008.22	\$1,008.22	\$1,008.22	\$1,008.22	\$4,032.88
		Sinking	\$163.68	\$163.68	\$163.68	\$163.68	\$654.72
		Owner Total	\$1,171.90	\$1,171.90	\$1,171.90	\$1,171.90	\$4,687.60
521	24, 38, 39, 40, 41, 45, 48, 67, 70, 89, 92						
		Admin	\$733.65	\$733.65	\$733.65	\$733.65	\$2,934.60
		Sinking	\$119.10	\$119.10	\$119.10	\$119.10	\$476.40
		Owner Total	\$852.75	\$852.75	\$852.75	\$852.75	\$3,411.00
798	27, 74, 96, 101, 126						
		Admin	\$1,123.68	\$1,123.68	\$1,123.68	\$1,123.68	\$4,494.72
		Sinking	\$182.42	\$182.42	\$182.42	\$182.42	\$729.68
		Owner Total	\$1,306.10	\$1,306.10	\$1,306.10	\$1,306.10	\$5,224.40
771	28, 72, 94						
		Admin	\$1,085.70	\$1,085.70	\$1,085.70	\$1,085.70	\$4,342.80
		Sinking	\$176.25	\$176.25	\$176.25	\$176.25	\$705.00
		Owner Total	\$1,261.95	\$1,261.95	\$1,261.95	\$1,261.95	\$5,047.80
751	31						
		Admin	\$1,057.52	\$1,057.52	\$1,057.52	\$1,057.52	\$4,230.08
		Sinking	\$171.68	\$171.68	\$171.68	\$171.68	\$686.72
		Owner Total	\$1,229.20	\$1,229.20	\$1,229.20	\$1,229.20	\$4,916.80

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

MOLONGLO FALLS, 2 Terry Connolly Street COOMBS

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Page 9

Owner Summary (24/01/2025-23/01/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/05/2025	2nd Instalment 30/07/2025	3rd Instalment 30/10/2025	4th Instalment 20/01/2026	TOTAL (24/01/2025-23/01/2026)
525	46, 60, 61, 62, 63, 68, 82, 83, 84, 85, 90					
	Admin	\$739.28	\$739.28	\$739.28	\$739.28	\$2,957.12
	Sinking	\$120.02	\$120.02	\$120.02	\$120.02	\$480.08
	Owner Total	\$859.30	\$859.30	\$859.30	\$859.30	\$3,437.20
792	49, 52, 59, 81, 113					
	Admin	\$1,115.25	\$1,115.25	\$1,115.25	\$1,115.25	\$4,461.00
	Sinking	\$181.05	\$181.05	\$181.05	\$181.05	\$724.20
	Owner Total	\$1,296.30	\$1,296.30	\$1,296.30	\$1,296.30	\$5,185.20
772	50					
	Admin	\$1,087.07	\$1,087.07	\$1,087.07	\$1,087.07	\$4,348.28
	Sinking	\$176.48	\$176.48	\$176.48	\$176.48	\$705.92
	Owner Total	\$1,263.55	\$1,263.55	\$1,263.55	\$1,263.55	\$5,054.20
1027	51					
	Admin	\$1,446.18	\$1,446.18	\$1,446.18	\$1,446.18	\$5,784.72
	Sinking	\$234.77	\$234.77	\$234.77	\$234.77	\$939.08
	Owner Total	\$1,680.95	\$1,680.95	\$1,680.95	\$1,680.95	\$6,723.80
853	56, 77, 78, 99					
	Admin	\$1,201.15	\$1,201.15	\$1,201.15	\$1,201.15	\$4,804.60
	Sinking	\$195.00	\$195.00	\$195.00	\$195.00	\$780.00
	Owner Total	\$1,396.15	\$1,396.15	\$1,396.15	\$1,396.15	\$5,584.60
812	57, 76, 79, 98					
	Admin	\$1,143.43	\$1,143.43	\$1,143.43	\$1,143.43	\$4,573.72
	Sinking	\$185.62	\$185.62	\$185.62	\$185.62	\$742.48
	Owner Total	\$1,329.05	\$1,329.05	\$1,329.05	\$1,329.05	\$5,316.20

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

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Page 10

Owner Summary (24/01/2025-23/01/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 30/05/2025	2nd Instalment 30/07/2025	3rd Instalment 30/10/2025	4th Instalment 20/01/2026	TOTAL (24/01/2025-23/01/2026)
826	58, 75, 80, 97						
		Admin	\$1,163.12	\$1,163.12	\$1,163.12	\$1,163.12	\$4,652.48
		Sinking	\$188.83	\$188.83	\$188.83	\$188.83	\$755.32
		Owner Total	\$1,351.95	\$1,351.95	\$1,351.95	\$1,351.95	\$5,407.80
1030	64, 86, 95						
		Admin	\$1,450.39	\$1,450.39	\$1,450.39	\$1,450.39	\$5,801.56
		Sinking	\$235.46	\$235.46	\$235.46	\$235.46	\$941.84
		Owner Total	\$1,685.85	\$1,685.85	\$1,685.85	\$1,685.85	\$6,743.40
1016	65, 87						
		Admin	\$1,430.69	\$1,430.69	\$1,430.69	\$1,430.69	\$5,722.76
		Sinking	\$232.26	\$232.26	\$232.26	\$232.26	\$929.04
		Owner Total	\$1,662.95	\$1,662.95	\$1,662.95	\$1,662.95	\$6,651.80
723	66, 69, 88, 91						
		Admin	\$1,018.07	\$1,018.07	\$1,018.07	\$1,018.07	\$4,072.28
		Sinking	\$165.28	\$165.28	\$165.28	\$165.28	\$661.12
		Owner Total	\$1,183.35	\$1,183.35	\$1,183.35	\$1,183.35	\$4,733.40
1092	100, 117						
		Admin	\$1,537.72	\$1,537.72	\$1,537.72	\$1,537.72	\$6,150.88
		Sinking	\$249.63	\$249.63	\$249.63	\$249.63	\$998.52
		Owner Total	\$1,787.35	\$1,787.35	\$1,787.35	\$1,787.35	\$7,149.40
532	102, 103, 104, 105, 110, 123						
		Admin	\$749.13	\$749.13	\$749.13	\$749.13	\$2,996.52
		Sinking	\$121.62	\$121.62	\$121.62	\$121.62	\$486.48
		Owner Total	\$870.75	\$870.75	\$870.75	\$870.75	\$3,483.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15727

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Page 11

Owner Summary (24/01/2025-23/01/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 30/05/2025	2nd Instalment 30/07/2025	3rd Instalment 30/10/2025	4th Instalment 20/01/2026	TOTAL (24/01/2025-23/01/2026)
730	108, 111						
		Admin	\$1,027.97	\$1,027.97	\$1,027.97	\$1,027.97	\$4,111.88
		Sinking	\$166.88	\$166.88	\$166.88	\$166.88	\$667.52
		Owner Total	\$1,194.85	\$1,194.85	\$1,194.85	\$1,194.85	\$4,779.40
528	109, 112						
		Admin	\$743.50	\$743.50	\$743.50	\$743.50	\$2,974.00
		Sinking	\$120.70	\$120.70	\$120.70	\$120.70	\$482.80
		Owner Total	\$864.20	\$864.20	\$864.20	\$864.20	\$3,456.80
778	114						
		Admin	\$1,095.55	\$1,095.55	\$1,095.55	\$1,095.55	\$4,382.20
		Sinking	\$177.85	\$177.85	\$177.85	\$177.85	\$711.40
		Owner Total	\$1,273.40	\$1,273.40	\$1,273.40	\$1,273.40	\$5,093.60
1044	115						
		Admin	\$1,470.09	\$1,470.09	\$1,470.09	\$1,470.09	\$5,880.36
		Sinking	\$238.66	\$238.66	\$238.66	\$238.66	\$954.64
		Owner Total	\$1,708.75	\$1,708.75	\$1,708.75	\$1,708.75	\$6,835.00
1201	125						
		Admin	\$1,691.20	\$1,691.20	\$1,691.20	\$1,691.20	\$6,764.80
		Sinking	\$274.55	\$274.55	\$274.55	\$274.55	\$1,098.20
		Owner Total	\$1,965.75	\$1,965.75	\$1,965.75	\$1,965.75	\$7,863.00
1053	128						
		Admin	\$1,482.78	\$1,482.78	\$1,482.78	\$1,482.78	\$5,931.12
		Sinking	\$240.72	\$240.72	\$240.72	\$240.72	\$962.88
		Owner Total	\$1,723.50	\$1,723.50	\$1,723.50	\$1,723.50	\$6,894.00

Vantage Strata Pty Ltd
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Page 12

Contribution Summary (24/01/2025-23/01/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2	Contribution Schedule Owner Total	887	\$4,996.12 \$4,996.12	\$811.08 \$811.08	\$0.00 \$5,807.20
3	Contribution Schedule Owner Total	921	\$5,187.64 \$5,187.64	\$842.16 \$842.16	\$0.00 \$6,029.80
4, 43	Contribution Schedule Owner Total	1010	\$5,688.84 \$5,688.84	\$923.56 \$923.56	\$0.00 \$6,612.40
5, 8, 11, 73, 106, 118	Contribution Schedule Owner Total	1037	\$5,840.96 \$5,840.96	\$948.24 \$948.24	\$0.00 \$6,789.20
6	Contribution Schedule Owner Total	1064	\$5,993.08 \$5,993.08	\$972.92 \$972.92	\$0.00 \$6,966.00
7	Contribution Schedule Owner Total	1214	\$6,837.92 \$6,837.92	\$1,110.08 \$1,110.08	\$0.00 \$7,948.00
9, 12, 33, 34, 55	Contribution Schedule Owner Total	846	\$4,765.20 \$4,765.20	\$773.60 \$773.60	\$0.00 \$5,538.80
10, 13, 32, 35, 54, 71, 93, 116	Contribution Schedule Owner Total	805	\$4,534.32 \$4,534.32	\$736.08 \$736.08	\$0.00 \$5,270.40
14, 36, 53	Contribution Schedule Owner Total	819	\$4,613.08 \$4,613.08	\$748.92 \$748.92	\$0.00 \$5,362.00
15, 30, 37, 119, 120, 121, 122, 127	Contribution Schedule Owner Total	785	\$4,421.60 \$4,421.60	\$717.80 \$717.80	\$0.00 \$5,139.40
16, 17, 18, 19, 23, 26	Contribution Schedule Owner Total	518	\$2,917.72 \$2,917.72	\$473.68 \$473.68	\$0.00 \$3,391.40
20, 29, 42, 107, 124, 129	Contribution Schedule Owner Total	1023	\$5,762.16 \$5,762.16	\$935.44 \$935.44	\$0.00 \$6,697.60

Vantage Strata Pty Ltd
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Page 13

Contribution Summary (24/01/2025-23/01/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
21	Contribution Schedule Owner Total	1003	\$5,649.44 \$5,649.44	\$917.16 \$917.16	\$0.00 \$6,566.60
22, 25, 44, 47	Contribution Schedule Owner Total	716	\$4,032.88 \$4,032.88	\$654.72 \$654.72	\$0.00 \$4,687.60
24, 38, 39, 40, 41, 45, 48, 67, 70, 89, 92	Contribution Schedule Owner Total	521	\$2,934.60 \$2,934.60	\$476.40 \$476.40	\$0.00 \$3,411.00
27, 74, 96, 101, 126	Contribution Schedule Owner Total	798	\$4,494.72 \$4,494.72	\$729.68 \$729.68	\$0.00 \$5,224.40
28, 72, 94	Contribution Schedule Owner Total	771	\$4,342.80 \$4,342.80	\$705.00 \$705.00	\$0.00 \$5,047.80
31	Contribution Schedule Owner Total	751	\$4,230.08 \$4,230.08	\$686.72 \$686.72	\$0.00 \$4,916.80
46, 60, 61, 62, 63, 68, 82, 83, 84, 85, 90	Contribution Schedule Owner Total	525	\$2,957.12 \$2,957.12	\$480.08 \$480.08	\$0.00 \$3,437.20
49, 52, 59, 81, 113	Contribution Schedule Owner Total	792	\$4,461.00 \$4,461.00	\$724.20 \$724.20	\$0.00 \$5,185.20
50	Contribution Schedule Owner Total	772	\$4,348.28 \$4,348.28	\$705.92 \$705.92	\$0.00 \$5,054.20
51	Contribution Schedule Owner Total	1027	\$5,784.72 \$5,784.72	\$939.08 \$939.08	\$0.00 \$6,723.80
56, 77, 78, 99	Contribution Schedule Owner Total	853	\$4,804.60 \$4,804.60	\$780.00 \$780.00	\$0.00 \$5,584.60
57, 76, 79, 98	Contribution Schedule Owner Total	812	\$4,573.72 \$4,573.72	\$742.48 \$742.48	\$0.00 \$5,316.20

Vantage Strata Pty Ltd
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Page 14

Contribution Summary (24/01/2025-23/01/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
58, 75, 80, 97	Contribution Schedule Owner Total	826	\$4,652.48 \$4,652.48	\$755.32 \$755.32	\$0.00 \$5,407.80
64, 86, 95	Contribution Schedule Owner Total	1030	\$5,801.56 \$5,801.56	\$941.84 \$941.84	\$0.00 \$6,743.40
65, 87	Contribution Schedule Owner Total	1016	\$5,722.76 \$5,722.76	\$929.04 \$929.04	\$0.00 \$6,651.80
66, 69, 88, 91	Contribution Schedule Owner Total	723	\$4,072.28 \$4,072.28	\$661.12 \$661.12	\$0.00 \$4,733.40
100, 117	Contribution Schedule Owner Total	1092	\$6,150.88 \$6,150.88	\$998.52 \$998.52	\$0.00 \$7,149.40
102, 103, 104, 105, 110, 123	Contribution Schedule Owner Total	532	\$2,996.52 \$2,996.52	\$486.48 \$486.48	\$0.00 \$3,483.00
108, 111	Contribution Schedule Owner Total	730	\$4,111.88 \$4,111.88	\$667.52 \$667.52	\$0.00 \$4,779.40
109, 112	Contribution Schedule Owner Total	528	\$2,974.00 \$2,974.00	\$482.80 \$482.80	\$0.00 \$3,456.80
114	Contribution Schedule Owner Total	778	\$4,382.20 \$4,382.20	\$711.40 \$711.40	\$0.00 \$5,093.60
115	Contribution Schedule Owner Total	1044	\$5,880.36 \$5,880.36	\$954.64 \$954.64	\$0.00 \$6,835.00
125	Contribution Schedule Owner Total	1201	\$6,764.80 \$6,764.80	\$1,098.20 \$1,098.20	\$0.00 \$7,863.00
128	Contribution Schedule Owner Total	1053	\$5,931.12 \$5,931.12	\$962.88 \$962.88	\$0.00 \$6,894.00
	Overall Total		\$563,259.80	\$91,440.80	\$654,700.60

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Page 15

Contribution Summary (24/01/2025-23/01/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
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Schedule	UOE
Contribution Schedule	100000

EXECUTIVE COMMITTEE MEETING
of
THE OWNER'S CORPORATION of UNITS PLAN NO
15727
(Molonglo Falls)

Meeting Date: 18th November 2025 5.30pm Molonglo Falls Complex

Present: Chris Scullin, Joanne Lanzon, Matt Montesin, Paul Clarke (Executive Committee members) and Jacinta Jackson (Strata Manager)

1. Opening and welcome

The Executive Committee welcomed all members and Jacinta Jackson from Vantage Strata to the complex.

2. External Window Cleaning and Pest Spray

The Executive Committee agreed to engage Touchdown to complete the external window cleaning and pest spray. Paul will contact Touchdown to confirm that the quoted price can be maintained and to obtain a scheduled date for the work.

3. Development Application No 202544532 pertaining to unit 115

It was noted that no correspondence has been received regarding the development application. Jacinta will send a notice to all owners and contact Access Canberra to obtain additional information and request that the development does not proceed.

4. Strata Insurance renewal due December 2025

It was noted that Vantage Strata has obtained one quote and is currently waiting for additional quotes to present to the Executive Committee. The Executive Committee requested that all quotes be received by the end of November.

5. ACAT application for SPAS

It was noted that no visible progress has been made on the application; however, Chris is continuing to work on this in the background.

6. Display of marketing material on property grounds.

It was noted that real estate signage has been placed outside the building. Jacinta will request the real estate agency to remove the signs. If they do not comply, Jacinta will instruct the Building Manager to remove them.



7. Replacement of Plants for Ground Floor Atrium

It was noted that Chris is actively exploring different options for the ground floor atrium. Quotes for these options will be obtained and provided to the Executive Committee once received.

8. Current Financial status of Arrears.

It was noted that the complex currently has approximately \$34,000 in arrears. Several units are in the final stage of arrears.

9. Strata Contract due for renewal January 2026.

Discussion to be held regarding costings for updated renewal.

10. Any further business open for discussion

It was noted that an email has been received from a unit owner regarding EV chargers. The owner who submitted the email will be invited to attend the next Executive Committee meeting to discuss the matter further.





EXECUTIVE COMMITTEE MEETING
of
THE OWNER'S CORPORATION of UNITS PLAN NO 15727
(Molonglo Falls)
AGENDA

Meeting Date: 16th December 2025 5.30pm Molonglo Falls Complex

Present: Joanne Lanzon, Matt Montesin, Paul Clarke (Executive Committee members) and Jacinta Jackson (Strata Manager), Billy Cross (Guest), William Murphy (Guest)

1. Opening and welcome

The Chair, J. Jackson, welcomed all members and guests to the meeting. It was noted that Chris Scullin submitted an apology and was not in attendance.

2. Electric Vehicles Discussion (Billy Cross)

Billy Cross was invited to address the Executive Committee regarding the installation of EV chargers in the basement. It was acknowledged that previous miscommunication, partly due to changes in strata managers, had caused confusion between the EC and the EV Sub-Committee.

Billy advised that he will investigate available options for installing EV chargers in the basement and will also review concerns raised by some EC members regarding safety and compliance. A separate General Meeting may be scheduled to discuss EV charger installation in detail.

Action: J. Jackson will assist Billy by providing advice and examples from other complexes that have successfully installed EV chargers.

3. Strate Insurance renewal due 22nd December 2025

The Executive Committee agreed to renew the building insurance policy with Flex, noting that the renewal is due on 22 December 2025.

4. Development Application No 202544532 pertaining to unit 115

It was noted that no correspondence has been received from the owner regarding Development Application No. 202544532.

J. Jackson advised that unless there is evidence of work impacting common property, the EC has limited authority to intervene.

5. ACAT application for SPAS

There were no updates on the ACAT application concerning the spas.



DKSN No. 2', Level 4, Challis Street, Dickson



02 6171 9700

Canberra | NSW



PO Box 919 Dickson ACT 2602



info@vantagestrata.com.au

ACN 602 359 282



Action: The EC requested Vantage Strata to provide advice on how to progress this matter.

6. Display of marketing material on property grounds.

Real estate agents have been notified to remove marketing signs displayed on common property.

If signs are not removed by the specified deadline, Vantage Strata will arrange for their removal.

7. Replacement of Plants for Ground Floor Atrium

No updates were available on quotes for plant replacement.

Action: Vantage Strata to obtain additional quotes and present options at the upcoming AGM.

8. Current Financial status of Arrears.

It was noted that arrears have decreased since the last meeting, with the current outstanding amount at \$17,240.10.

9. Instant hot water system in common room

Paul provided additional quotes to the EC to review. It was noted that EC has approved the quote from O'Neill and Brown for \$1501 to have this fixed.

10. General discussion

Annual General Meeting:

The AGM is expected to be held in February 2026, following the end of the financial year. Owners will be provided with 21 days' notice for the agenda. J Jackson will work closely with the EC to start drafting the agenda over the next couple of months.



EXECUTIVE COMMITTEE MEETING
of
THE OWNER'S CORPORATION of UNITS PLAN NO 15727
(Molonglo Falls)
AGENDA

Meeting Date: 20th January 2026 5.30pm Molonglo Falls Complex

Present: Joanne Lanzon, Matt Montesin, Paul Clarke and Chris Scullin (Executive Committee members) and Jacinta Jackson (Strata Manager), Geoff Stannard (Guest), Lilanne Stannard (Guest)

1. Opening and Welcome

The Chair, Chris Scullin, opened the meeting and welcomed all members and guests.

2. Development Application No. 202544532 – Unit 115

The Executive Committee discussed the development application submitted for Owners Corporation approval. Geoff presented the proposal and provided additional information for the Committee's consideration.

The Committee resolved to refer this application to the upcoming Annual General Meeting for a final decision as they felt the works constituted a major alteration that would require the approval of the entire Owners Corporation under the Unit of Entitlement Act. Geoff to provide the motion for consideration at the Annual General Meeting with the assistance from J Jackson.

3. Removal of Spas and Replacement of Outdoor TV Screen

Chris Scullin provided an update on the planned removal of the spas and the replacement of the outdoor TV screen.

It was advised that written confirmation from Zapari is required regarding the spa removal. Once received, this will be included as an update in the AGM notice.

It was also noted that the outdoor TV was scheduled to be replaced; however, no committee members were aware that this work had been arranged or completed.

4. Display of Marketing Material on Common Property

It was noted that one property manager has agreed to remove their signage from the common property.

J. Jackson advised that the building manager will remove the remaining signage, as no response has been received from the responsible parties.



It was confirmed that Molonglo Falls complex as per their house rules would not accept Marketing Material on Common Property.

5. Replacement of Plants – Ground Floor Atrium

No quotation has yet been received for the replacement of plants in the ground floor atrium. This delay is due to the Christmas shutdown period affecting most trades.

J. Jackson will provide the quotations once received.

6. AGM Date – To Be Confirmed

The AGM is tentatively scheduled for 5 March at 5:30 pm, to be held via Microsoft Teams.

J. Jackson will begin preparing the draft agenda and will circulate it to the Executive Committee for review and approval in the coming weeks.

7. AGM Budget

J. Jackson presented a draft budget for the Executive Committee's review. During the meeting, the Committee and Vantage Strata reviewed the budget line by line.

J. Jackson will update the figures in the system and will provide the revised budget shortly.

8. General Discussion

Visitor Parking

It was noted that a vehicle appears to be abandoned in a visitor parking space.

J. Jackson will begin issuing notices prior to commencing the uncollected goods procedure.



EXECUTIVE COMMITTEE MEETING
of
THE OWNER'S CORPORATION of UNITS PLAN NO 15727
(Molonglo Falls)
Minutes

Meeting Date: 10th February 2026 5.30pm Molonglo Falls Complex

Present: Joanne Lanzon, Matt Montesin, Paul Clarke and Chris Scullin (Executive Committee members) and Jacinta Jackson (Strata Manager).

2. Update for AGM

The Executive Committee and Vantage Strata discussed the draft meeting agenda in detail.

- J. Jackson will update the agenda and circulate it to the EC for review.
- The audited financials are expected to be received by the end of next week.
- Once received, the EC and Vantage will decide on a date for the AGM.

3. Removal of Spas and Replacement of Outdoor TV Screen

C. Scullin advised that he is organising a meeting with the developer to discuss the removal of the spas and the replacement of the outdoor TV screen. An update will be provided at the AGM.

4. Replacement of Plants – Ground Floor Atrium

It was noted that one quote has been received.

- The EC has requested that the Building Manager attempt to obtain a second quote for comparison.
- If unsuccessful, J. Jackson will conduct a reverse image search online to determine the individual cost of the proposed plants.

6. Waterfall Pump Noise Issue

The EC agreed that the waterfall pump should not be turned off to test whether it is the source of the noise affecting one of the units.

Actions:

- J. Jackson will check whether any other utilities near the affected unit are experiencing noise issues, to help identify alternate causes.
- J. Jackson will also request that the tenant provide a video recording of the noise and a decibel reading.



7. Car Removals

It was noted that the uncollected goods procedure will take some time to complete.

- Regular notices will continue to be issued regarding the vehicle parked in the visitor spot.
- The Building Manager has attempted to contact police regarding the vehicle but has not yet received a response.

8. General Discussion

- The EC agreed to purchase one first aid kit and fire safety assets for the kitchen, and one first aid kit for the Building Manager's office.
- It was noted that J. Jackson will continue following up with Arcsite to provide the outstanding reports to Vantage.





ACT
PROPERTY
INSPECTIONS

512/2 Terry Connolly Street,
Coombs ACT 2611

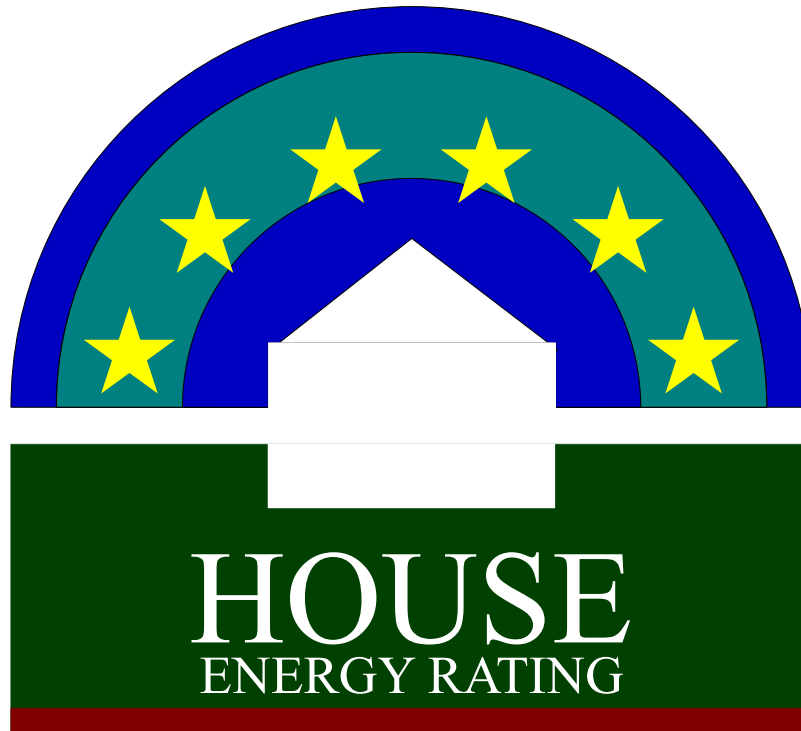
Report prepared: Friday, March 6th 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 76 POINTS**

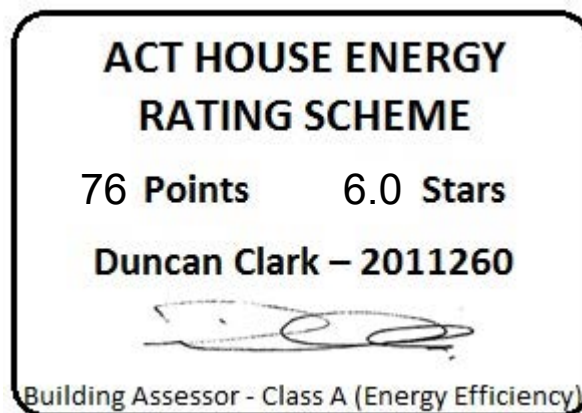
Name: Filippovich

Ref No: 68789

House Title: Unit 111 Block 3 Section 12 COOMBS

Date: 06-03-2026

Address: 512/2 Terry Connolly St, Coombs ACT 2611



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	76											
Potential	82											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmet's6

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	76	★★★★★★
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Largest windows in the dwelling;

Direction : North

Area : 6 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North	79	★★★★★★
2. North East	77	★★★★★★
3. East	73	★★★★★★
4. South East	70	★★★★★★
5. South	72	★★★★★★
6. South West	70	★★★★★★
7. West	69	★★★★★★
8. North West	72	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 111 Block 3 Section 12 COOMBS, 512/2 Terry Connolly St, Coombs ACT 2611

Assessor's Name:

Net Conditioned Floor Area: 61.9 m²

Net Conditioned Floor Area: 61.9 m²				Points			
Feature				Winter	Summer	Total	
CEILING				15	0	15	
Surface Area: 117		Insulation: -103					
WALL				9	1	10	
Surface Area: 3		Insulation: 5		Mass: 2			
FLOOR				23	-4	19	
Surface Area: 14		Insulation: 0		Mass: 4			
AIR LEAKAGE (Percentage of score shown for each element)				9	0	9	
Fire Place 0 %		Vented Skylights 0 %					
Fixed Vents 0 %		Windows 52 %					
Exhaust Fans 0 %		Doors 18 %					
Down Lights 0 %		Gaps (around frames) 30 %					
DESIGN FEATURES				0	0	0	
Cross Ventilation 0							
ROOF GLAZING				0	0	0	
Winter Gain 0		Winter Loss 0					
WINDOWS				5	-7	-2	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
N	6	9%	-12	20	-6	2	
S	2	4%	-5	3	-1	-4	
Total	8	13%	-18	23	-7	-2	
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.							
The contribution of heavyweight materials to the window score is 3 points				Winter	Summer	Total	
RATING	★★★★★★			SCORE	61	-11	76*

* includes 26 points from Area Adjustment

Detailed House Data

House Details

ClientName	Filippovich
HouseTitle	Unit 111 Block 3 Section 12 COOMBS
StreetAddress	512/2 Terry Connolly St, Coombs ACT 2611
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	22.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	42.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Weatherboard	Yes	R0.0	26.6m	2.5m
2	Concrete 100mm Ext	No	R2.0	6.3m	2.5m
3	Brick Veneer	No	R2.0	3.9m	2.5m
4	Brick Veneer	No	R2.0	1.7m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	64.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	1.2m	3.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	S	1.3m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	N	1.2m	1.2m	No	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	N	1.2m	3.5m	5.0m	6.0m	11.4m	-5.5m	0.0m	0.0m	0.0m	0.0m
3	N	1.2m	1.2m	5.0m	6.0m	11.4m	-3.0m	0.0m	0.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Average
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	0	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

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

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

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

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Darina Filippovich
512/2 Terry Connolly St
COOMBS ACT 2611
AUSTRALIA

Invoice Date
5 Mar 2026

Invoice Number
INV-68789

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Subtotal				390.17
TOTAL GST 10%				34.83
TOTAL AUD				425.00

Due Date: 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](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Darina Filippovich
512/2 Terry Connolly St
COOMBS ACT 2611
AUSTRALIA

Payment Date
9 Mar 2026

Sent Date
10 Mar 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
5 Mar 2026	INV-68789	Payment - INV-68789 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00



MISS DARINA FILIPPOVICH
512/2 TERRY CONNOLLY STREET
COOMBS ACT 2611

Our reference: 7167946002193

Phone: **13 28 66**

9 March 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello DARINA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411188333956
Vendor name	DARINA FILIPPOVICH
Clearance Certificate Period	9 March 2026 to 9 March 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.