

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		178	4796	1	62	Braddon
		and known as 178/43-47 Currong Street, Braddon ACT 2612				
Seller	Full name	Katarzyna Rudzik & Waldema Rudzik				
	ACN/ABN					
	Address	804/45 Ainslie Avenue, Braddon, ACT 2612				
Seller Solicitor	Firm	North Herring Lawyers				
	Email	megan@northherring.com.au				
	Phone	02 6299 5566	Ref MTN:RK:260292			
	DX/Address	PO Box 336, Queanbeyan NSW 2620				
Stakeholder	Name	Hive Property Canberra Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	tom@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Wiggins			
	DX/Address	level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ 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.				
Goods	Description	Blinds, build in wardrobes, smoke detector, dishwasher, fixed floor coverings, insect screens, curtains, light fittings, range hood.				
Date for Registration of Units Plan						
Date for Completion		On or before 90 days of the date hereof.				
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)				
	Balance	☐ Deposit by Instalments (clause 52 applies)				
Date of this Contract						

Co-Ownership	Mark one (show shares)	☐ Joint tenants ☐ Tenants in common in the following shares:

Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	☐ 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 178 UP No. 4796
Block 1 Section 62 Braddon
178/43 Currong Street North Braddon
ACT 2612

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

1. Variations to Printed Terms

The Law Society of ACT pages, being pages 5 to 21 of this Contract are amended as follows:

- (a) Clause 22.1.1 is amended by inserting "0" before % symbol;
- (b) Clause 22.1.2 is amended by inserting "10" before % symbol;
- (c) Clause 22.1.3 is amended insert \$550
- (d) The definition of *Relevant Price* in Clause 51.1 is deleted.

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

In the event that the Seller issues a Notice to Complete on the Buyer pursuant to this clause the Buyer shall be liable for the Seller's legal costs caused by the delay in the sum of \$500 plus GST.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or becomes incapable to manage their affairs due to unsoundness of mind, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 21 hereof shall apply.

4. Buyer acknowledgements

The Buyer acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all covenants and restrictions annexed hereto;

- (e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (f) Subject to any non-compliance with any ACT Planning requirements in respect of any building on the land.

The Buyer agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Agent

The Buyer warrants that they were not introduced to the Seller or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Sellers agent, if any, referred to in this contract, and the Buyer agrees that they will at all times indemnify and keep indemnified the Seller from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the Buyers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. Smoke alarms

The property has smoke alarms installed.

7. Adjustments

- a) The Buyer must serve on the Seller its rates and water enquiries at least seven days prior to the Date of Completion.
- b) If completion does not occur on the Date of Completion due to the default of the Buyer, the Buyer acknowledges that adjustments pursuant to clause 8, excluding any income received, will be adjusted from the Date of Completion.

8. Release of deposit

This condition applies if the Seller is purchasing another property with settlement to take place simultaneously with settlement of this Contract or to discharge the Mortgage recorded on title. The Buyer hereby authorises and directs the stakeholder to release funds from the deposit in accordance with the direction of the Seller's solicitor to enable the funds to be available for the simultaneous settlement of the Seller's purchase or to discharge the Mortgage at completion of this contract. The Buyer will promptly provide such further directions and authorities as the stakeholder may require to enable release of the deposit funds for this purpose.

9. FIRB Approval

- (a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Governments foreign investment policy to acquire the Property ('FIRB Approval') and that the Treasurer cannot make an Order under part II of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* regarding the acquisition of the Property by the Buyer.
- (b) The Buyer indemnifies the Seller against all liability for any loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the Buyer's obligations under this clause.

10. Personal guarantees

If the Buyer (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Seller entering into this contract with the Buyer, it is an essential clause of this contract that the Director(s) of the Buyer Company ("the Guarantor") guarantees to the Seller the due and punctual performance and observance by the Buyer of its obligations under this contract and indemnify and must keep indemnified the Seller against all losses, damages, liabilities, costs and expenses accruing to the Seller, resulting or arising from any failure by the Buyer to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Seller or by any other matter. Any rescission or termination of this contract will not waive the obligation arising under this clause. The guarantee and indemnity is a deed to constitute a principal obligation between the Guarantor(s) and the Seller:

Signed, sealed and delivered by the Guarantor in the presence of:

Signature of witness

Signature of Guarantor(s)

Witness name and address

Volume 2441 Folio 48 Edition 3

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Braddon Section 62 Block 1 on Deposited Plan 11705 with 364 units on Unit Plan 4796

Unit 178 (Class A) entitlement 330 of 100000, 5 subsidiaries

Lease commenced on 17/12/2019, terminating on 02/12/2118

Proprietor

Waldemar Rudzik

804/45 Ainslie Avenue Braddon ACT 2612

Katarzyna Rudzik

804/45 Ainslie Avenue Braddon ACT 2612

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Subject to Easement in Unit Plan: Current

End of interests

Volume 2439 Folio 70 Edition 5

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Braddon Section 62 Block 1 on Deposited Plan 11705 with 364 units on Unit Plan 4796

Lease commenced on 17/12/2019, terminating on 02/12/2118

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4796

Grady Strata and Facilities PO Box 3197, Manuka ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Subject to Easement in Unit Plan: Current

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
02/12/2020	3039129	Application to Note Special Resolution
15/06/2021	3071512	Application to Note Special Resolution
18/04/2023	3237051	Application to Note Special Resolution
08/03/2024	3301624	Application to Note Special Resolution - Refer Instrument
01/05/2025	3380132	Application to Note Special Resolution - Refer Instrument

End of interests

AINSLIE

THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS

11705/2

X21870/2

SITE PLAN

LAND DETAILS

Block
1

Section
62

Division
BRADDON

Deposited Plan Number
DP11705

Volume/Folio
2438:63

Class of Units (A or B)
A

XI HE
SOLE DIRECTOR
ACN: 610084369

Altair No.1 Pty Ltd
Signature of Lessee

SAMUEL ZELLER

Delegate of the
ACT Planning and Land Authority

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

David Pryce
Registrar-General
19 DEC 2019

UNITS PLAN No.

4796

XUP 21879

BATMAN

STREET

STREET

COOYONG

STREET

CURRONG

AVENUE

AINSLIE

SURVEYORS DECLARATION

I, DAVID AMBROSE STONE 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) -

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

Dated 09 December 2019

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.

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 diagram clearly indicates 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.

Unit 90/43 Constitution Ave, Reid ACT 2612

Address for Service of Notice

Vantage Strata

Name of Manager / Owners Corporation

PB DENOTES LOW CONCRETE PLANTER BOX
CP DENOTES COMMON PROPERTY

Form 1

Form 088 - SP

0 5 10 METRES

Graphic bar scale - SCALE 1: 300

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

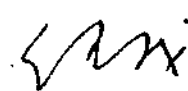
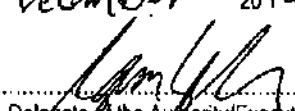
SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	318	3	2439	71
2	248	4	2439	72
3	331	4	2439	73
4	168	3	2439	74
5	160	3	2439	75
6	164	3	2439	76
7	234	3	2439	77
8	159	3	2439	78
9	160	3	2439	79
10	234	3	2439	80
11	160	3	2439	81
12	296	4	2439	82
13	289	3	2439	83
14	273	3	2439	84
15	198	3	2439	85
16	258	3	2439	86
17	175	3	2439	87
18	260	3	2439	88
19	269	3	2439	89
20	286	3	2439	90
21	174	3	2439	91
22	170	3	2439	92
23	295	3	2439	93
24	182	3	2439	94
25	183	3	2439	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Yi He Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	306	4	2439	96
27	182	3	2439	97
28	240	4	2439	98
29	174	3	2439	99
30	230	3	2439	100
31	331	3	2440	1
32	313	3	2440	2
33	233	3	2440	3
34	318	4	2440	4
35	168	3	2440	5
36	170	3	2440	6
37	164	3	2440	7
38	237	3	2440	8
39	164	3	2440	9
40	164	3	2440	10
41	238	3	2440	11
42	164	3	2440	12
43	311	3	2440	13
44	295	3	2440	14
45	278	4	2440	15
46	177	3	2440	16
47	262	4	2440	17
48	171	3	2440	18
49	265	3	2440	19
50	264	3	2440	20

Aggregate

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

Volume	Folio
2439	70

ALTAIR No.1 PTY LTD

Xi He
Sole Director
ACN 610 084 369

Signature of Lessee

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

Dated 12th this day of December 2019

SAMUEL ZELLER

Deputy of the Authority/Executive

David Pryce
Registrar-General



Deputy Registrar-General

SUE

Form 078

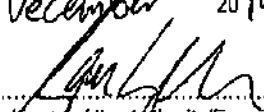
**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
BRADDON	62	1

Unit Plan No

4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	286	3	2440	21
52	176	3	2440	22
53	168	3	2440	23
54	255	3	2440	24
55	182	3	2440	25
56	182	3	2440	26
57	302	4	2440	27
58	242	4	2440	28
59	178	4	2440	29
60	228	3	2440	30
61	337	3	2440	31
62	198	4	2440	32
63	323	4	2440	33
64	235	3	2440	34
65	328	4	2440	35
66	173	3	2440	36
67	172	3	2440	37
68	166	3	2440	38
69	240	4	2440	39
70	166	3	2440	40
71	166	3	2440	41
72	240	3	2440	42
73	166	3	2440	43
74	308	3	2440	44
75	292	3	2440	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610084369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 20 19 SAMUEL ZELLER  Delegate of the Authority/Executive			David Pryce Registrar-General  Deputy Registrar-General	

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Form 070

Sheet replaced refer ATR 3255255
Registered 4th July 2023**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	288	3	2440	46
77	181	3	2440	47
78	264	3	2440	48
79	180	3	2440	49
80	267	3	2440	50
81	274	3	2440	51
82	293	3	2440	52
83	178	3	2440	53
84	171	4	2440	54
85	243	3	2440	55
86	185	3	2440	56
87	182	3	2440	57
88	304	4	2440	58
89	186	3	2440	59
90	246	4	2440	60
91	178	3	2440	61
92	232	3	2440	62
93	337	4	2440	63
94	334	4	2440	64
95	241	3	2440	65
96	331	4	2440	66
97	173	3	2440	67
98	173	3	2440	68
99	184	4	2440	69
100	241	3	2440	70
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:	
ALTAIR No.1 PTY LTD Xi He Sole Director AEN 610084369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 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
BRADDON	62	1	4796

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	288	3	2440	46
77	181	3	2440	47
78	264	3	2440	48
79	180	3	2440	49
80	267	3	2440	50
81	274	3	2440	51
82	293	3	2440	52
83	178	3	2440	53
84	171	3	2440	54
85	243	3	2440	55
86	185	3	2440	56
87	182	3	2440	57
88	304	4	2440	58
89	186	3	2440	59
90	246	4	2440	60
91	178	3	2440	61
92	232	3	2440	62
93	337	4	2440	63
94	334	4	2440	64
95	241	3	2440	65
96	331	4	2440	66
97	173	3	2440	67
98	173	3	2440	68
99	184	4	2440	69
100	241	3	2440	70

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
2439	70


David Pryce
 Registrar-General



.....
 Deputy Registrar-General

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	168	3	2440	71
102	168	3	2440	72
103	242	3	2440	73
104	168	3	2440	74
105	306	3	2440	75
106	296	3	2440	76
107	287	3	2440	77
108	182	3	2440	78
109	266	3	2440	79
110	182	3	2440	80
111	281	3	2440	81
112	277	3	2440	82
113	289	3	2440	83
114	179	3	2440	84
115	173	3	2440	85
116	245	3	2440	86
117	190	3	2440	87
118	190	3	2440	88
119	315	5	2440	89
120	185	3	2440	90
121	247	3	2440	91
122	180	3	2440	92
123	232	3	2440	93
124	339	3	2440	94
125	333	3	2440	95

Aggregate

ALTAIR No.1 PTY LTD

Xi He
Sole Director
ACN 610084 369

Signature of Lessee

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

Dated 12th this day of December 2019

SAMUEL ZELLER

Delegate of the Authority/Executive

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
2439	70

David Pryce
Registrar-General



Deputy Registrar-General

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	237	3	2440	96
127	334	3	2440	97
128	174	3	2440	98
129	174	3	2440	99
130	171	3	2440	100
131	243	3	2441	1
132	171	3	2441	2
133	171	3	2441	3
134	243	3	2441	4
135	171	3	2441	5
136	319	5	2441	6
137	294	3	2441	7
138	290	3	2441	8
139	189	3	2441	9
140	269	3	2441	10
141	191	3	2441	11
142	277	3	2441	12
143	273	3	2441	13
144	287	3	2441	14
145	185	3	2441	15
146	173	3	2441	16
147	247	4	2441	17
148	193	3	2441	18
149	193	3	2441	19
150	326	5	2441	20

Aggregate

ALTAIR No.1 PTY LTD

Xi He
Sole Director
ACN 610 084 369

Signature of Lessee

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

Volume	Folio
2439	70

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

Dated 12th this day of December 2019

SAMUEL ZELLER

Delegate of the Authority/Executive

David Pryce
Registrar-General



Deputy Registrar-General

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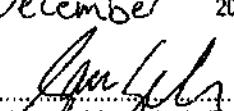
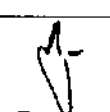
SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	62	1

Unit Plan No
4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	189	3	2441	21
152	249	3	2441	22
153	181	3	2441	23
154	237	3	2441	24
155	334	3	2441	25
156	178	3	2441	26
157	328	3	2441	27
158	177	3	2441	28
159	255	4	2441	29
160	170	3	2441	30
161	311	3	2441	31
162	299	5	2441	32
163	290	4	2441	33
164	195	3	2441	34
165	272	4	2441	35
166	198	3	2441	36
167	275	4	2441	37
168	273	4	2441	38
169	290	4	2441	39
170	182	3	2441	40
171	182	3	2441	41
172	271	3	2441	42
173	328	6	2441	43
174	284	5	2441	44
175	509	5	2441	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	312	4	2441	46
177	184	3	2441	47
178	330	5	2441	48
179	220	3	2441	49
180	697	6	2441	50
181	267	4	2441	51
182	342	4	2441	52
183	319	4	2441	53
184	226	3	2441	54
185	664	4	2441	55
186	270	3	2441	56
187	342	3	2441	57
188	325	4	2441	58
189	224	3	2441	59
190	684	6	2441	60
191	272	3	2441	61
192	343	3	2441	62
193	326	3	2441	63
194	226	3	2441	64
195	513	4	2441	65
196	411	3	2441	66
197	307	4	2441	67
198	287	4	2441	68
199	275	3	2441	69
200	255	3	2441	70

Aggregate

ALTAIR No.1 PTY LTD

Xi He
Sole Director
ACN 610084369

Signature of Lessee

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

Volume	Folio
2439	70

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

Dated 12th this day of December 2014

SAMUEL ZELLER

Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General



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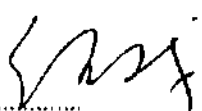
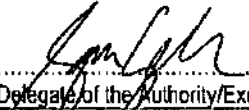


SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	202	3	2441	71
202	200	4	2441	72
203	191	4	2441	73
204	182	4	2441	74
205	203	4	2441	75
206	205	4	2441	76
207	198	4	2441	77
208	187	4	2441	78
209	182	4	2441	79
210	275	3	2441	80
211	245	4	2441	81
212	277	3	2441	82
213	275	3	2441	83
214	520	5	2441	84
215	451	5	2441	85
216	295	3	2441	86
217	307	3	2441	87
218	305	3	2441	88
219	305	4	2441	89
220	293	3	2441	90
221	263	3	2441	91
222	227	3	2441	92
223	276	3	2441	93
224	316	3	2441	94
225	191	3	2441	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD <i>Xi He</i> Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

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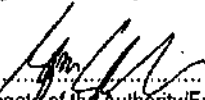
SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	62	1

Unit Plan No
4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	205	3	2441	96
227	182	3	2441	97
228	310	3	2441	98
229	277	3	2441	99
230	266	3	2441	100
231	266	3	2442	1
232	271	3	2442	2
233	251	3	2442	3
234	276	3	2442	4
235	276	3	2442	5
236	446	5	2442	6
237	458	4	2442	7
238	303	3	2442	8
239	310	3	2442	9
240	307	3	2442	10
241	307	3	2442	11
242	295	3	2442	12
243	256	3	2442	13
244	239	3	2442	14
245	262	3	2442	15
246	316	4	2442	16
247	192	3	2442	17
248	207	3	2442	18
249	198	3	2442	19
250	316	4	2442	20
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi the Sole Director ACN 610 089 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Pryce Registrar-General  Deputy Registrar-General	
Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive				

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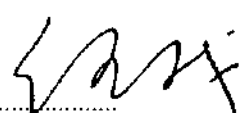
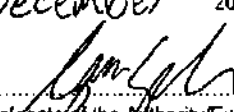


SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	62	1	4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
251	260	3	2442	21
252	268	3	2442	22
253	276	3	2442	23
254	274	3	2442	24
255	263	3	2442	25
256	269	3	2442	26
257	271	3	2442	27
258	456	5	2442	28
259	485	4	2442	29
260	305	4	2442	30
261	309	4	2442	31
262	278	5	2442	32
263	320	5	2442	33
264	295	3	2442	34
265	261	3	2442	35
266	241	3	2442	36
267	281	3	2442	37
268	318	4	2442	38
269	195	3	2442	39
270	209	3	2442	40
271	185	3	2442	41
272	315	3	2442	42
273	281	3	2442	43
274	271	3	2442	44
275	271	3	2442	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	



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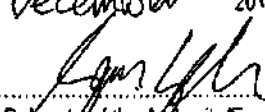
SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	62	1

Unit Plan No
4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
276	273	3	2442	46
277	255	3	2442	47
278	266	3	2442	48
279	276	3	2442	49
280	461	4	2442	50
281	455	4	2442	51
282	296	3	2442	52
283	314	4	2442	53
284	294	4	2442	54
285	314	3	2442	55
286	281	3	2442	56
287	272	3	2442	57
288	258	3	2442	58
289	287	3	2442	59
290	309	5	2442	60
291	194	3	2442	61
292	211	3	2442	62
293	187	3	2442	63
294	318	3	2442	64
295	284	3	2442	65
296	273	3	2442	66
297	271	3	2442	67
298	296	3	2442	68
299	256	3	2442	69
300	306	3	2442	70
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:	
ALTAIR No.1 PTY LTD Xi He Sole Director ACN 610 084 369  Signature of Lessee			Volume	Folio
			2439	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 12 th this day of December 2019 SAMUEL ZELLER  Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

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Form 37

Sheet replaced refer ATR 3255255
Registered 4th July 2023**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
BRADDON	62	1

Unit Plan No
4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	288	4	2442	71
302	451	5	2442	72
303	323	4	2442	73
304	319	4	2442	74
305	305	3	2442	75
306	267	3	2442	76
307	246	3	2442	77
308	290	3	2442	78
309	325	4	2442	79
310	197	3	2442	80
311	211	3	2442	81
312	189	3	2442	82
313	321	3	2442	83
314	287	3	2442	84
315	273	3	2442	85
316	273	3	2442	86
317	295	3	2442	87
318	228	3	2442	88
319	328	4	2442	89
320	314	4	2442	90
321	288	3	2442	91
322	276	3	2442	92
323	261	3	2442	93
324	290	3	2442	94
325	318	3	2442	95

Aggregate

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

Volume	Folio
2439	70

ALTAIR No.1 PTY LTD

Yi He
Sole Director
AEN610084369

Signature of Lessee

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

Dated 12th this day of December 2019

SAMUEL ZELLER

Delegate of the Authority/Executive

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
BRADDON	62	1	4796

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	288	4	2442	71
302	451	6	2442	72
303	323	4	2442	73
304	319	4	2442	74
305	305	3	2442	75
306	267	3	2442	76
307	246	3	2442	77
308	290	3	2442	78
309	325	4	2442	79
310	197	3	2442	80
311	211	3	2442	81
312	189	3	2442	82
313	321	3	2442	83
314	287	3	2442	84
315	273	3	2442	85
316	273	3	2442	86
317	295	3	2442	87
318	228	3	2442	88
319	328	4	2442	89
320	314	4	2442	90
321	288	3	2442	91
322	276	3	2442	92
323	261	3	2442	93
324	290	3	2442	94
325	318	3	2442	95

Aggregate

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

Volume	Folio
2439	70


David Pryce
 Registrar-General



.....
 Deputy Registrar-General

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	62	1

Unit Plan No
4796

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	198	3	2442	96
327	213	3	2442	97
328	190	3	2442	98
329	320	3	2442	99
330	293	4	2442	100
331	273	3	2443	1
332	276	3	2443	2
333	630	4	2443	3
334	295	1	2443	4
335	196	2	2443	5
336	590	1	2443	6
337	379	2	2443	7
338	482	2	2443	8
339	679	2	2443	9
340	573	2	2443	10
341	348	2	2443	11
342	279	2	2443	12
343	336	2	2443	13
344	278	2	2443	14
345	265	1	2443	15
346	266	1	2443	16
347	186	1	2443	17
348	286	2	2443	18
349	302	3	2443	19
350	387	2	2443	20

Aggregate

ALTAIR No.1 PTY LTD

Xi He
Sole Director
ACN 610 084 369

Signature of Lessee

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

Volume	Folio
2439	70

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

Dated 12th this day of December 2019

SAMUEL ZELLER

Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General





SCHEDULE OF UNIT ENTITLEMENTS

Unit Plan No
4796

[illegible]

BUILDING	ADDRESS	UNIT IDENTIFIER				YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
THE MARK	2 BATMAN STREET	1	27	SECOND	201			1	27	2	20	3	20	3
		2	27	SECOND	202			1	27	2, 3	24, 20	4	20	4
		3	27	SECOND	203			1	27	2, 3	22, 20	4	20	4
		4	27	SECOND	204			1	27	2	20	3	20	3
		5	27	SECOND	205			1	27	2	20	3	20	3
		6	27	SECOND	206			1	27	2	20	3	20	3
		7	27	SECOND	207			1	27	2	20	3	20	3
		8	27	SECOND	208			1	27	2	20	3	20	3
		9	27	SECOND	209			1	27	2	20	3	20	3
		10	27	SECOND	210			1	27	2	20	3	20	3
		11	27	SECOND	211			1	27	2	20	3	20	3
		12	27	SECOND	212			1	27	2, 3	22, 22	4	22	4
		13	27	SECOND	213			1	27	2	20	3	20	3
		14	27	SECOND	214			1	27	2	20	3	20	3
		15	27	SECOND	215			1	27	2	24	3	24	3
THE MARK	45 AINSIE AVENUE	16	27	SECOND	216			1	27	2	20	3	20	3
		17	27	SECOND	217			1	27	2	20	3	20	3
		18	27	SECOND	218			1	27	2	20	3	20	3
		19	27	SECOND	219			1	27	2	20	3	20	3
		20	27	SECOND	220			1	27	2	20	3	20	3
		21	27	SECOND	221			1	27	2	20	3	20	3
		22	27	SECOND	222			1	27	2	20	3	20	3
		23	27	SECOND	223			1	27	2	20	3	20	3
		24	27	SECOND	224			1	27	2	20	3	20	3
		25	27	SECOND	225			1	27	2	20	3	20	3
		26	27	SECOND	226			1, 2	27, 27	3	20	4	20	4
		27	27	SECOND	227			1	27	2	20	3	20	3
		28	27	SECOND	228			1	27	2, 3	20, 20	4	20	4
		29	27	SECOND	229			1	27	2	20	3	20	3
		30	27	SECOND	230			1	27	2	20	3	20	3
THE MARK	2 BATMAN STREET	31	27	SECOND	231			1	27	2	20	3	20	3
		32	28	THIRD	301			1	28	2	20	3	20	3
		33	28	THIRD	302			1	28	2	20	3	20	3
		34	28	THIRD	303			1	28	2, 3	20, 20	4	20	4
		35	28	THIRD	304			1	28	2	20	3	20	3
		36	28	THIRD	305			1	28	2	20	3	20	3
		37	28	THIRD	306			1	28	2	20	3	20	3
		38	28	THIRD	307			1	28	2	20	3	20	3
		39	28	THIRD	308			1	28	2	20	3	20	3
		40	28	THIRD	309			1	28	2	20	3	20	3
		41	28	THIRD	310			1	28	2	20	3	20	3
		42	28	THIRD	311			1	28	2	20	3	20	3
		43	28	THIRD	312			1	28	2	20	3	20	3
		44	28	THIRD	313			1	28	2	20	3	20	3
		45	28	THIRD	314			1	28	2	20	3, 4	20, 20	4
THE MARK	45 AINSIE AVENUE	46	28	THIRD	315			1	28	2	20	3	20	3
		47	28	THIRD	316			1	28	2, 4	24, 24	3	24	4
		48	28	THIRD	317			1	28	2	20	3	20	3
		49	28	THIRD	318			1	28	2	20	3	20	3
		50	28	THIRD	319			1	28	2	22	3	22	3
		51	28	THIRD	320			1	28	2	22	3	22	3
		52	28	THIRD	321			1	28	2	20	3	20	3
		53	28	THIRD	322			1	28	2	20	3	20	3
		54	28	THIRD	323			1	28	2	22	3	22	3
		55	28	THIRD	324			1	28	2	20	3	20	3
		56	28	THIRD	325			1	28	2	20	3	20	3
		57	28	THIRD	326			1, 2	28, 28	3	22	4	22	4
		58	28	THIRD	328			1	28	2	24	3, 4	24, 24	4
		59	28	THIRD	329			1	28	2, 3	20, 20	4	20	4
		60	28	THIRD	330			1	28	2	20	3	20	3
THE MARK	2 BATMAN STREET	61	28	THIRD	331			1	28	2	20	3	20	3
		62	28	THIRD	327			1	28	2, 3	24, 20	4	20	4
		63	29	FOURTH	401			1	29	2, 3	22, 22	4	22	4
		64	29	FOURTH	402			1	29	2	20	3	22	3
		65	29	FOURTH	403			1	29	2, 3	22, 22	4	22	4
		66	29	FOURTH	404			1	29	2	20	3	20	3
		67	29	FOURTH	405			1	29	2	20	3	20	3
		68	29	FOURTH	406			1	29	2	20	3	20	3
		69	29	FOURTH	407			1	29	2	20	3, 4	22, 22	4
		70	29	FOURTH	408			1	29	2	20	3	20	3
		71	29	FOURTH	409			1	29	2	20	3	20	3
		72	29	FOURTH	410			1	29	2	20	3	20	3
		73	29	FOURTH	411			1	29	2	20	3	20	3
		74	29	FOURTH	412			1	29	2	22	3	22	3
		75	29	FOURTH	413			1	29	2	22	3	22	3
THE MARK	45 AINSIE AVENUE	76	29	FOURTH	414			1	29	2	22	3	22	3
		77	29	FOURTH	415			1	29	2	20	3	20	3
		78	29	FOURTH	416			1	29	2	22	3	22	3
		79	29	FOURTH	417			1	29	2	20	3	20	3
		80	29	FOURTH	418			1	29	2	22	3	22	3
		81	29	FOURTH	419			1	29	2	22	3	22	3
		82	29	FOURTH	420			1	29	2	22	3	22	3
		83	29	FOURTH	421			1	29	2	20	3	20	3
		84	29	FOURTH	422			1	29	2, 3	23, 20	4	20	4

BUILDING	ADDRESS	UNIT IDENTIFIER				YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
MARK	45 AINSIE AVENUE	85	29	FOURTH	423			1	29	2	22	3	22	3
		86	29	FOURTH	424			1	29	2	20	3	20	3
		87	29	FOURTH	425			1	29	2	20	3	20	3
		88	29	FOURTH	426			1, 2	29, 29	3	22	4	22	4
		89	29	FOURTH	427			1	29	2	20	3	20	3
		90	29	FOURTH	428			1	29	2, 3	22, 22	4	22	4
		91	29	FOURTH	429			1	29	2	22	3	22	3
		92	29	FOURTH	430			1	29	2	20	3	22	3
		93	29	FOURTH	431			1	29	2, 3	22, 22	4	22	4
	2 BATMAN STREET	94	30	FIFTH	501			1	30	2, 3	22, 22	4	22	4
		95	30	FIFTH	502			1	30	2	24	3	24	3
		96	30	FIFTH	503			1	30	2, 4	24, 24	3	24	4
		97	30	FIFTH	504			1	30	2	22	3	22	3
		98	30	FIFTH	505			1	30	2	22	3	22	3
		99	30	FIFTH	506			1	30	2, 3	24, 22	4	22	4
100		30	FIFTH	507			1	30	2	20	3	22	3	
101		30	FIFTH	508			1	30	2	22	3	22	3	
102		30	FIFTH	509			1	30	2	22	3	22	3	
103		30	FIFTH	510			1	30	2	20	3	22	3	
THE	45 AINSIE AVENUE	104	30	FIFTH	511			1	30	2	22	3	22	3
		105	30	FIFTH	512			1	30	2	22	3	22	3
		106	30	FIFTH	513			1	30	2	22	3	22	3
		107	30	FIFTH	514			1	30	2	22	3	22	3
		108	30	FIFTH	515			1	30	2	22	3	22	3
		109	30	FIFTH	516			1	30	2	22	3	22	3
		110	30	FIFTH	517			1	30	2	22	3	22	3
		111	30	FIFTH	518			1	30	2	24	3	24	3
		112	30	FIFTH	519			1	30	2	22	3	22	3
		113	30	FIFTH	520			1	30	2	22	3	22	3
		114	30	FIFTH	521			1	30	2	22	3	22	3
		115	30	FIFTH	522			1	30	2	22	3	22	3
		116	30	FIFTH	523			1	30	2	22	3	22	3
		117	30	FIFTH	524			1	30	2	22	3	22	3
		118	30	FIFTH	525			1	30	2	22	3	22	3
THE	2 BATMAN STREET	119	30	FIFTH	526			1, 2	30, 30	3, 4	22, 22	5	22	5
		120	30	FIFTH	527			1	30	2	22	3	22	3
		121	30	FIFTH	528			1	30	2	22	3	22	3
		122	30	FIFTH	529			1	30	2	22	3	22	3
		123	30	FIFTH	530			1	30	2	20	3	22	3
		124	30	FIFTH	531			1	30	2	22	3	22	3
		125	31	SIXTH	601			1	31	2	22	3	22	3
		126	31	SIXTH	602			1	31	2	20	3	20	3
		127	31	SIXTH	603			1	31	2	22	3	22	3
		128	31	SIXTH	604			1	31	2	22	3	22	3
		129	31	SIXTH	605			1	31	2	22	3	22	3
		130	31	SIXTH	606			1	31	2	22	3	22	3
		131	31	SIXTH	607			1	31	2	20	3	20	3
		132	31	SIXTH	608			1	31	2	22	3	22	3
		133	31	SIXTH	609			1	31	2	22	3	22	3
THE	45 AINSIE AVENUE	134	31	SIXTH	610			1	31	2	20	3	20	3
		135	31	SIXTH	611			1	31	2	20	3	20	3
		136	31	SIXTH	612			1	31	2, 4	24, 22	3, 5	24, 22	5
		137	31	SIXTH	613			1	31	2	22	3	22	3
		138	31	SIXTH	614			1	31	2	22	3	22	3
		139	31	SIXTH	615			1	31	2	20	3	20	3
		140	31	SIXTH	616			1	31	2	24	3	24	3
		141	31	SIXTH	617			1	31	2	20	3	20	3
		142	31	SIXTH	618			1	31	2	22	3	22	3
		143	31	SIXTH	619			1	31	2	22	3	22	3
		144	31	SIXTH	620			1	31	2	22	3	22	3
		145	31	SIXTH	621			1	31	2	20	3	20	3
		146	31	SIXTH	622			1	31	2	20	3	20	3
		147	31	SIXTH	623			1	31	2	24	3, 4	24, 22	4
		148	31	SIXTH	624			1	31	2	20	3	20	3
THE	2 BATMAN STREET	149	31	SIXTH	625			1	31	2	20	3	20	3
		150	31	SIXTH	626			1, 2	31, 31	3, 4	22, 22	5	22	5
		151	31	SIXTH	627			1	31	2	20	3	20	3
		152	31	SIXTH	628			1	31	2	22	3	22	3
		153	31	SIXTH	629			1	31	2	22	3	22	3
		154	31	SIXTH	630			1	31	2	20	3	22	3
		155	31	SIXTH	631			1	31	2	22	3	22	3
		156	32	SEVENTH	701			1	32	2	22	3	22	3
		157	32	SEVENTH	702			1	32	2	24	3	24	3
		158	32	SEVENTH	703			1	32	2	22	3	22	3
		159	32	SEVENTH	704			1	32	2, 3	24, 22	4	22	4
		160	32	SEVENTH	705			1	32	2	22	3	22	3
		161	32	SEVENTH	706			1	32	2	22	3	22	3
		162	32	SEVENTH	707			1	32	2, 3	22, 22	4, 5	22, 22	5
		163	32	SEVENTH	708			1	32	2, 3	22, 22	4	22	4
164	32	SEVENTH	709			1	32	2	22	3	22	3		
165	32	SEVENTH	710			1	32	2, 3	22, 22	4	22	4		

BUILDING	ADDRESS	MARK	UNIT IDENTIFIER				YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
			UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
THE MARK	2 BATMAN STREET	45	1	27	SECOND	201		1	27	2	20	3	20	3	
			2	27	SECOND	202		1	27	2,3	24,20	4	20	4	
			3	27	SECOND	203		1	27	2,3	22,20	4	20	4	
			4	27	SECOND	204		1	27	2	20	3	20	3	
			5	27	SECOND	205		1	27	2	20	3	20	3	
			6	27	SECOND	206		1	27	2	20	3	20	3	
			7	27	SECOND	207		1	27	2	20	3	20	3	
			8	27	SECOND	208		1	27	2	20	3	20	3	
			9	27	SECOND	209		1	27	2	20	3	20	3	
			10	27	SECOND	210		1	27	2	20	3	20	3	
			11	27	SECOND	211		1	27	2	20	3	20	3	
			12	27	SECOND	212		1	27	2,3	22,22	4	22	4	
			13	27	SECOND	213		1	27	2	20	3	20	3	
			14	27	SECOND	214		1	27	2	20	3	20	3	
			15	27	SECOND	215		1	27	2	24	3	24	3	
			16	27	SECOND	216		1	27	2	20	3	20	3	
			17	27	SECOND	217		1	27	2	20	3	20	3	
			18	27	SECOND	218		1	27	2	20	3	20	3	
	19	27	SECOND	219		1	27	2	20	3	20	3			
	20	27	SECOND	220		1	27	2	20	3	20	3			
	21	27	SECOND	221		1	27	2	20	3	20	3			
	22	27	SECOND	222		1	27	2	20	3	20	3			
	23	27	SECOND	223		1	27	2	20	3	20	3			
	24	27	SECOND	224		1	27	2	20	3	20	3			
	25	27	SECOND	225		1	27	2	20	3	20	3			
	26	27	SECOND	226		1,2	27,27	3	20	4	20	4			
	27	27	SECOND	227		1	27	2	20	3	20	3			
	28	27	SECOND	228		1	27	2,3	20,20	4	20	4			
	29	27	SECOND	229		1	27	2	20	3	20	3			
	30	27	SECOND	230		1	27	2	20	3	20	3			
	31	27	SECOND	231		1	27	2	20	3	20	3			
	32	28	THIRD	301		1	28	2	20	3	20	3			
	33	28	THIRD	302		1	28	2	20	3	20	3			
	34	28	THIRD	303		1	28	2,3	20,20	4	20	4			
	35	28	THIRD	304		1	28	2	20	3	20	3			
	36	28	THIRD	305		1	28	2	20	3	20	3			
	37	28	THIRD	306		1	28	2	20	3	20	3			
	38	28	THIRD	307		1	28	2	20	3	20	3			
	39	28	THIRD	308		1	28	2	20	3	20	3			
	40	28	THIRD	309		1	28	2	20	3	20	3			
	41	28	THIRD	310		1	28	2	20	3	20	3			
	42	28	THIRD	311		1	28	2	20	3	20	3			
	43	28	THIRD	312		1	28	2	20	3	20	3			
	44	28	THIRD	313		1	28	2	20	3	20	3			
	45	28	THIRD	314		1	28	2	20	3,4	20,20	4			
	46	28	THIRD	315		1	28	2	20	3	20	3			
	47	28	THIRD	316		1	28	2,4	24,24	4	24	4			
	48	28	THIRD	317		1	28	2	20	3	20	3			
	49	28	THIRD	318		1	28	2	20	3	20	3			
	50	28	THIRD	319		1	28	2	22	3	22	3			
	51	28	THIRD	320		1	28	2	22	3	22	3			
	52	28	THIRD	321		1	28	2	20	3	20	3			
	53	28	THIRD	322		1	28	2	20	3	20	3			
	54	28	THIRD	323		1	28	2	22	3	22	3			
	55	28	THIRD	324		1	28	2	20	3	20	3			
	56	28	THIRD	325		1	28	2	20	3	20	3			
	57	28	THIRD	326		1,2	28,28	3	22	4	22	4			
	58	28	THIRD	327		1	28	2	24	3,4	24,24	4			
	59	28	THIRD	328		1	28	2,3	20,20	4	20	4			
	60	28	THIRD	329		1	28	2	20	3	20	3			
	61	28	THIRD	330		1	28	2	20	3	20	3			
	62	28	THIRD	331		1	28	2	20	3	20	3			
	63	28	THIRD	332		1	28	2,3	24,20	4	20	4			
	64	28	THIRD	333		1	28	2,3	22,22	4	22	4			
	65	28	THIRD	334		1	28	2	20	3	20	3			
	66	28	THIRD	335		1	28	2	20	3	20	3			
	67	28	THIRD	336		1	28	2	20	3	20	3			
	68	28	THIRD	337		1	28	2	20	3	20	3			
	69	28	THIRD	338		1	28	2	20	3,4	22,22	4			
	70	28	THIRD	339		1	28	2	20	3	20	3			
	71	28	THIRD	340		1	28	2	20	3	20	3			
	72	28	THIRD	341		1	28	2	20	3	20	3			
	73	28	THIRD	342		1	28	2	20	3	20	3			
	74	28	THIRD	343		1	28	2	22	3	22	3			
	75	28	THIRD	344		1	28	2	22	3	22	3			
	76	28	THIRD	345		1	28	2	22	3	22	3			
	77	28	THIRD	346		1	28	2	20	3	20	3			
	78	28	THIRD	347		1	28	2	22	3	22	3			
	79	28	THIRD	348		1	28	2	20	3	20	3			
	80	28	THIRD	349		1	28	2	22	3	22	3			
	81	28	THIRD	350		1	28	2	22	3	22	3			
	82	28	THIRD	351		1	28	2	22	3	22	3			
	83	28	THIRD	352		1	28	2	20	3	20	3			
	84	28	THIRD	353		1	28	2	20	3	20	3			

Form 3

Form 091 - FP

REF: 2013-UP-006

BUILDING	ADDRESS	MARK	THE	UNIT IDENTIFIER										YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
				UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.			
2	45 AINSIE AVENUE	2	BATHMAN STREET	85	29	FOURTH	423			1	29	2	22	3	22	3						
				86	29	FOURTH	424			1	29	2	20	3	20	3						
				87	29	FOURTH	425			1	29	2	20	3	20	3						
				88	29	FOURTH	426			1,2	29,29	3	22	4	22	4						
				89	29	FOURTH	427			1	29	2	20	3	20	3						
				90	29	FOURTH	428			1	29	2,3	22,22	4	22	4						
				91	29	FOURTH	429			1	29	2	20	3	22	3						
				92	29	FOURTH	430			1	29	2	20	3	22	3						
				93	29	FOURTH	431			1	29	2,3	22,22	4	22	4						
				94	30	FIFTH	501			1	30	2,3	22,22	4	22	4						
				95	30	FIFTH	502			1	30	2	24	3	24	3						
				96	30	FIFTH	503			1	30	2,4	24,24	3	24	4						
				97	30	FIFTH	504			1	30	2	22	3	22	3						
				98	30	FIFTH	505			1	30	2	22	3	22	3						
				99	30	FIFTH	506			1	30	2,3	24,22	4	22	4						
				100	30	FIFTH	507			1	30	2	20	3	22	3						
				101	30	FIFTH	508			1	30	2	22	3	22	3						
				102	30	FIFTH	509			1	30	2	22	3	22	3						
				103	30	FIFTH	510			1	30	2	20	3	22	3						
				104	30	FIFTH	511			1	30	2	22	3	22	3						
				105	30	FIFTH	512			1	30	2	22	3	22	3						
				106	30	FIFTH	513			1	30	2	22	3	22	3						
				107	30	FIFTH	514			1	30	2	22	3	22	3						
				108	30	FIFTH	515			1	30	2	22	3	22	3						
				109	30	FIFTH	516			1	30	2	22	3	22	3						
				110	30	FIFTH	517			1	30	2	22	3	22	3						
				111	30	FIFTH	518			1	30	2	24	3	24	3						
				112	30	FIFTH	519			1	30	2	22	3	22	3						
				113	30	FIFTH	520			1	30	2	22	3	22	3						
				114	30	FIFTH	521			1	30	2	22	3	22	3						
				115	30	FIFTH	522			1	30	2	22	3	22	3						
				116	30	FIFTH	523			1	30	2	22	3	22	3						
				117	30	FIFTH	524			1	30	2	22	3	22	3						
				118	30	FIFTH	525			1	30	2	22	3	22	3						
				119	30	FIFTH	526			1,2	30,30	3,4	22,22	5	22	5						
				120	30	FIFTH	527			1	30	2	22	3	22	3						
				121	30	FIFTH	528			1	30	2	22	3	22	3						
				122	30	FIFTH	529			1	30	2	22	3	22	3						
				123	30	FIFTH	530			1	30	2	20	3	22	3						
				124	30	FIFTH	531			1	30	2	22	3	22	3						
				125	31	SIXTH	601			1	31	2	22	3	22	3						
				126	31	SIXTH	602			1	31	2	20	3	20	3						
				127	31	SIXTH	603			1	31	2	22	3	22	3						
				128	31	SIXTH	604			1	31	2	22	3	22	3						
				129	31	SIXTH	605			1	31	2	22	3	22	3						
130	31	SIXTH	606			1	31	2	22	3	22	3										
131	31	SIXTH	607			1	31	2	20	3	20	3										
132	31	SIXTH	608			1	31	2	22	3	22	3										
133	31	SIXTH	609			1	31	2	22	3	22	3										
134	31	SIXTH	610			1	31	2	20	3	20	3										
135	31	SIXTH	611			1	31	2	20	3	20	3										
136	31	SIXTH	612			1	31	2,4	24,22	3,5	24,22	5										
137	31	SIXTH	613			1	31	2	22	3	22	3										
138	31	SIXTH	614			1	31	2	22	3	22	3										
139	31	SIXTH	615			1	31	2	20	3	20	3										
140	31	SIXTH	616			1	31	2	24	3	24	3										
141	31	SIXTH	617			1	31	2	20	3	20	3										
142	31	SIXTH	618			1	31	2	22	3	22	3										
143	31	SIXTH	619			1	31	2	22	3	22	3										
144	31	SIXTH	620			1	31	2	22	3	22	3										
145	31	SIXTH	621			1	31	2	20	3	20	3										
146	31	SIXTH	622			1	31	2	20	3	20	3										
147	31	SIXTH	623			1	31	2	24	3,4	24,22	4										
148	31	SIXTH	624			1	31	2	20	3	20	3										
149	31	SIXTH	625			1	31	2	20	3	20	3										
150	31	SIXTH	626			1,2	31,31	3,4	22,22	5	22	5										
151	31	SIXTH	627			1	31	2	20	3	20	3										
152	31	SIXTH	628			1	31	2	22	3	22	3										
153	31	SIXTH	629			1	31	2	22	3	22	3										
154	31	SIXTH	630			1	31	2	20	3	22	3										
155	31	SIXTH	631			1	31	2	22	3	22	3										
2	45 AINSIE AVENUE	2	BATHMAN STREET	156	32	SEVENTH	701			1	32	2	22	3	22	3						
				157	32	SEVENTH	702			1	32	2	24	3	24	3						
				158	32	SEVENTH	703			1	32	2	22	3	22	3						
				159	32	SEVENTH	704			1	32	2,3	24,22	4	22	4						
				160	32	SEVENTH	705			1	32	2	22	3	22	3						
				161	32	SEVENTH	706			1	32	2	22	3	22	3						
				162	32	SEVENTH	707			1	32	2,3	22,22	4,5	22,22	5						
				163	32	SEVENTH	708			1	32	2,3	22,22	4	22	4						
				164	32	SEVENTH	709			1	32	2	22	3	22	3						
				165	32	SEVENTH	710			1	32	2,3	22,22	4	22	4						

BUILDING	ADDRESS	UNIT IDENTIFIER				YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
THE MARK	45 AINSLIE AVENUE	165	32	SEVENTH	711			1	32	2	22	3	22	3
		167	32	SEVENTH	712			1	32	2, 3	22, 22	4	22	4
		168	32	SEVENTH	713			1	32	2, 3	22, 22	4	22	4
		169	32	SEVENTH	714			1	32	2, 3	22, 22	4	22	4
		170	32	SEVENTH	715			1	32	2	20	3	22	3
		171	32	SEVENTH	716			1	32	2	20	3	20	3
		172	32	SEVENTH	717			1	32	2	22	3	22	3
		173	32	SEVENTH	718			1	32	2, 3, 4	22, 20, 20	5, 6	20, 20	6
		174	32	SEVENTH	719			1	32	2, 4	20, 20	3, 5	22, 20	5
		175	33	EIGHTH	801			1, 2	33, 33	3, 5	24, 24	4	24	5
		176	33	EIGHTH	802			1	33	2	22	3, 4	22, 22	4
		177	33	EIGHTH	803			1	33	2	22	3	22	3
		178	33	EIGHTH	804			1	33	2, 3	22, 22	4, 5	22, 22	5
		179	33	EIGHTH	805			1	33	2	22	3	22	3
		180	34	NINTH	901			1, 2	34, 34	3, 4, 5	22, 22, 24	6	22	6
		181	34	NINTH	902			1	34	2, 3	22, 22	4	22	4
		182	34	NINTH	903			1	34	2, 3	22, 22	4	22	4
THE MARK	45 AINSLIE AVENUE	183	34	NINTH	904			1	34	2, 3	22, 22	4	22	4
		184	34	NINTH	905			1	34	2	22	3	22	3
		185	35	TENTH	1001			1, 2	35, 35	3	24	4	24	4
		186	35	TENTH	1002			1	35	2	24	3	24	3
		187	35	TENTH	1003			1	35	2	24	3	24	3
		188	35	TENTH	1004			1	35	2	24	3, 4	24, 24	4
		189	35	TENTH	1005			1	35	2	22	3	22	3
		190	36	ELEVENTH	1101			1, 2	36, 36	3, 4	20, 20	5, 6	20, 20	6
		191	36	ELEVENTH	1102			1	36	2	24	3	24	3
		192	36	ELEVENTH	1103			1	36	2	24	3	24	3
		193	36	ELEVENTH	1104			1	36	2	24	3	24	3
		194	36	ELEVENTH	1105			1	36	2	23	3	22	3
PROVENANCE	47 CURRONG STREET NORTH	195	25	GROUND	G01	1	25			2, 3	21, 21	4	21	4
		196	25	GROUND	G02	1	25			2	23	3	23	3
		197	25	GROUND	G03	1	25			2, 3	21, 21	4	21	4
		198	25	GROUND	G04	1	25			2, 3	21, 21	4	21	4
		199	25	GROUND	G05	1	25			2	20	3	20	3
		200	25	GROUND	G06	1	25			2	22	3	22	3
		201	25	GROUND	G07	1	25			2	21	3	21	3
		202	25	GROUND	G08	1,2	25, 25			3	24	4	24	4
		203	25	GROUND	G09	1,2	25, 25			3	21	4	21	4
		204	25	GROUND	G10	1,2	25, 25			3	21	4	21	4
		205	25	GROUND	G11	1,2	25, 25			3	21	4	21	4
		206	25	GROUND	G12	1,2	25, 25			3	21	4	21	4
		207	25	GROUND	G13	1,2	25, 25			3	21	4	21	4
		208	25	GROUND	G14	1,2	25, 25			3	21	4	21	4
		209	25	GROUND	G15	1,2	25, 25			3	21	4	21	4
		210	25	GROUND	G16	1	25			2	20	3	20	3
		211	25	GROUND	G17	1	25			2, 3	21, 21	4	21	4
PROVENANCE	43 CURRONG STREET NORTH	212	25	GROUND	G18	1	25			2	21	3	21	3
		213	25	GROUND	G19	1	25			2	20	3	20	3
		214	25	GROUND	G20	1	25			2, 3, 4	21, 21, 21	5	21	5
		215	26	FIRST	101			1,2	26, 26	3, 5	21, 21	4	21	5
		216	26	FIRST	102			1	26	2	21	3	21	3
		217	26	FIRST	103			1	26	2	20	3	20	3
		218	26	FIRST	104			1	26	2	21	3	21	3
		219	26	FIRST	105			1	26	2, 3	21, 21	4	21	4
		220	26	FIRST	106			1	26	2	21	3	21	3
		221	26	FIRST	107			1	26	2	21	3	21	3
		222	26	FIRST	108			1	26	2	21	3	21	3
		223	26	FIRST	109			1	26	2	21	3	21	3
		224	26	FIRST	110			1	26	2	21	3	21	3
		225	26	FIRST	111			1	26	2	23	3	23	3
		226	26	FIRST	112			1	26	2	21	3	21	3
		227	26	FIRST	113			1	26	2	24	3	24	3
		228	26	FIRST	114			1	26	2	20	3	20	3
PROVENANCE	47 CURRONG STREET NORTH	229	26	FIRST	115			1	26	2	23	3	23	3
		230	26	FIRST	116			1	26	2	21	3	21	3
		231	26	FIRST	117			1	26	2	23	3	23	3
		232	26	FIRST	118			1	26	2	21	3	21	3
		233	26	FIRST	119			1	26	2	21	3	21	3
		234	26	FIRST	120			1	26	2	23	3	23	3
		235	26	FIRST	121			1	26	2	21	3	21	3
		236	26	FIRST	122			1,2	26, 26	3, 4	22, 21	5	21	5
		237	27	SECOND	201			1,2	27, 27	3	23	4	23	4
		238	27	SECOND	202			1	27	2	21	3	21	3
		239	27	SECOND	203			1	27	2	23	3	23	3
		240	27	SECOND	204			1	27	2	23	3	23	3
		241	27	SECOND	205			1	27	2	21	3	21	3
		242	27	SECOND	206			1	27	2	21	3	21	3
		243	27	SECOND	207			1	27	2	21	3	21	3
		244	27	SECOND	208			1	27	2	23	3	23	3
		245	27	SECOND	209			1	27	2	23	3	23	3
PROVENANCE	47 CURRONG STREET NORTH	246	27	SECOND	210			1	27	2, 4	21, 21	3	21	4
		247	27	SECOND	211			1	27	2	23	3	23	3
		248	27	SECOND	212			1	27	2	23	3	23	3

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BUILDING	ADDRESS	UNIT IDENTIFIER				YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
PROVENANCE	43 CURRONG STREET NORTH	249	27	SECOND	213			1	27	2	24	3	24	3
		250	27	SECOND	214			1	27	2, 4	21, 21	3	21	4
		251	27	SECOND	215			1	27	2	21	3	21	3
		252	27	SECOND	216			1	27	2	21	3	21	3
		253	27	SECOND	217			1	27	2	24	3	24	3
		254	27	SECOND	218			1	27	2	23	3	23	3
		255	27	SECOND	219			1	27	2	21	3	21	3
		256	27	SECOND	220			1	27	2	21	3	21	3
	47 CURRONG STREET NORTH	257	27	SECOND	221			1	27	2	23	3	23	3
		258	27	SECOND	222			1,2	27, 27	3, 5	23, 20	4	23	5
		259	28	THIRD	301			1,2	28, 28	3	24	4	24	4
		260	28	THIRD	302			1	28	2, 3	23, 23	4	23	4
		261	28	THIRD	303			1	28	2, 3	23, 23	4	23	4
		262	28	THIRD	304			1	28	2, 3, 4	24, 23, 23	5	23	5
		263	28	THIRD	305			1	28	2, 4, 5	24, 20, 20	3	20	5
		264	28	THIRD	306			1	28	2	23	3	23	3
		265	28	THIRD	307			1	28	2	21	3	21	3
		266	28	THIRD	308			1	28	2	21	3	21	3
		267	28	THIRD	309			1	28	2	21	3	21	3
		268	28	THIRD	310			1	28	2, 3	23, 23	4	23	4
	43 CURRONG STREET NORTH	269	28	THIRD	311			1	28	2	23	3	23	3
		270	28	THIRD	312			1	28	2	23	3	23	3
		271	28	THIRD	313			1	28	2	24	3	24	3
		272	28	THIRD	314			1	28	2	21	3	21	3
		273	28	THIRD	315			1	28	2	23	3	23	3
		274	28	THIRD	316			1	28	2	21	3	21	3
		275	28	THIRD	317			1	28	2	23	3	23	3
		276	28	THIRD	318			1	28	2	21	3	21	3
	47 CURRONG STREET NORTH	277	28	THIRD	319			1	28	2	21	3	21	3
		278	28	THIRD	320			1	28	2	21	3	21	3
		279	28	THIRD	321			1	28	2	21	3	21	3
		280	28	THIRD	322			1,2	28, 28	3	23	4	23	4
		281	29	FOURTH	401			1,2	29, 29	3	24	4	24	4
		282	29	FOURTH	402			1	29	2	23	3	23	3
		283	29	FOURTH	403			1	29	2, 3	20, 20	4	20	4
		284	29	FOURTH	404			1	29	2, 3	20, 20	4	21	4
	47 CURRONG STREET NORTH	285	29	FOURTH	405			1	29	2	23	3	23	3
		286	29	FOURTH	406			1	29	2	22	3	22	3
		287	29	FOURTH	407			1	29	2	22	3	22	3
		288	29	FOURTH	408			1	29	2	23	3	23	3
		289	29	FOURTH	409			1	29	2	23	3	23	3
		290	29	FOURTH	410			1	29	2, 4	23, 23	3, 5	23, 23	5
		291	29	FOURTH	411			1	29	2	23	3	23	3
		292	29	FOURTH	412			1	29	2	20	3	21	3
	43 CURRONG STREET NORTH	293	29	FOURTH	413			1	29	2	24	3	24	3
		294	29	FOURTH	414			1	29	2	20	3	21	3
		295	29	FOURTH	415			1	29	2	23	3	23	3
		296	29	FOURTH	416			1	29	2	23	3	23	3
		297	29	FOURTH	417			1	29	2	24	3	24	3
		298	29	FOURTH	418			1	29	2	23	3	23	3
299		29	FOURTH	419			1	29	2	23	3	23	3	
300		29	FOURTH	420			1	29	2	23	3	23	3	
301		29	FOURTH	421			1	29	2, 3	21, 21	4	21	4	
302		29	FOURTH	422			1,2	29, 29	3	23	4, 5	23, 23	5	
47 CURRONG STREET NORTH		303	30	FIFTH	501			1	30	2, 3	20, 20	4	20	4
		304	30	FIFTH	502			1	30	2, 3	20, 20	4	20	4
	305	30	FIFTH	503			1	30	2	22	3	22	3	
	306	30	FIFTH	504			1	30	2	23	3	23	3	
	307	30	FIFTH	505			1	30	2	23	3	23	3	
	308	30	FIFTH	506			1	30	2	23	3	23	3	
	309	30	FIFTH	507			1	30	2, 4	23, 21	3	23	4	
	310	30	FIFTH	508			1	30	2	24	3	24	3	
43 CURRONG STREET NORTH	311	30	FIFTH	509			1	30	2	20	3	21	3	
	312	30	FIFTH	510			1	30	2	24	3	24	3	
	313	30	FIFTH	511			1	30	2	21	3	21	3	
	314	30	FIFTH	512			1	30	2	23	3	23	3	
	315	30	FIFTH	513			1	30	2	23	3	23	3	
	316	30	FIFTH	514			1	30	2	23	3	23	3	
	317	30	FIFTH	515			1	30	2	23	3	23	3	
	318	30	FIFTH	516			1	30	2	23	3	23	3	
47 CURRONG STREET NORTH	319	31	SIXTH	601			1	31	2, 3	20, 20	4	20	4	
	320	31	SIXTH	602			1	31	2, 3	20, 20	4	20	4	
	321	31	SIXTH	603			1	31	2	23	3	23	3	
	322	31	SIXTH	604			1	31	2	23	3	23	3	
	323	31	SIXTH	605			1	31	2	23	3	23	3	
	324	31	SIXTH	606			1	31	2	21	3	21	3	
	325	31	SIXTH	607			1	31	2	23	3	23	3	
	326	31	SIXTH	608			1	31	2	24	3	24	3	
43 CURRONG STREET NORTH	327	31	SIXTH	609			1	31	2	21	3	21	3	
	328	31	SIXTH	610			1	31	2	24	3	24	3	
	329	31	SIXTH	611			1	31	2	21	3	21	3	
	330	31	SIXTH	612			1	31	2, 3	23, 23	4	23	4	
	331	31	SIXTH	613			1	31	2	23	3	23	3	
	332	31	SIXTH	614			1	31	2	22	3	23	3	
	333	31	SIXTH	615			1	31	2, 4	21, 21	3	21	4	

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

Sheet No. 19 of 55

FLOOR PLAN

Block
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Section
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Division
BRADDON

FLOOR NUMBER
LEGEND / INDEX

BUILDING	ADDRESS	UNIT IDENTIFIER				YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
COMMERCIAL	2 BATMAN STREET	334	25	GROUND	G01					1	24			1
		335	25	GROUND	G02	1	25			2	24			2
		336	25	GROUND	G03					1	24			1
		337	25	GROUND	G04	1	25			2	24			2
		338	25	GROUND	G05	1	25			2	24			2
		339	25	GROUND	G06	1	25			2	24			2
		340	25	GROUND	G07	1	25			2	24			2
		341	25	GROUND	G08	1	25			2	24			2
	45 AINSLIE AVENUE	342	25	GROUND	G09	1	25			2	24			2
		343	25	GROUND	G10	1	25			2	24			2
		344	25	GROUND	G11	1	25			2	24			2
		345	25	GROUND	G12	1	25							1
		346	25	GROUND	G13					1	24			1
		347	25	GROUND	G14					1	24			1
		348	25	GROUND	G15	1	25			2	24			2
		349	25	GROUND	G16	1	25			2	24	3	24	3
		350	25	GROUND	G17	1	25			2	24			2
		351	25	GROUND	G18	1	25			2	24			2
	2 BATMAN	352	25, 26	G, 1	101			1	26	2, 3	24, 24			3
	45 AINSLIE AVENUE	353	26	FIRST	102			1	26	2, 3, 4, 5	24, 24, 24, 24			5
		354	26	FIRST	103			1	26	2	24	3	26	3
		355	26	FIRST	104			1	26	2	24	3	26	3
		356	26	FIRST	105			1	26	2	24	3	26	3
		357	26	FIRST	106					1	24	2	26	2
		358	26	FIRST	107			1	26	2	24			2
		359	26	FIRST	108			1	26	2	24			2
		360	26	FIRST	109			1	26	2	24	3	26	3
		361	26	FIRST	110					1, 2	24, 24	3	26	3
		362	26	FIRST	111			1	26	2	24	3	26	3
		363	26	FIRST	112			1	26	2	24			2
		364	24	B1	113					1, 2, 3, 4	24, 24, 24, 24			4

UC UTILITY CUPBOARD
Y DENOTES YARD
D DENOTES DUCT - BEING COMMON PROPERTY
ST DENOTES STAIR
C DENOTES COLUMN
B DENOTES BALCONY
S DENOTES STOREROOM
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 ABUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINE OF WALL
YARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD
YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT
UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001
UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALL, UNLESS NOTED OTHERWISE
THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE THE UNIT AREA
ALL AREAS ARE APPROXIMATE. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN
THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001
AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE


X I HE
SOLE DIRECTOR
ACN: 610 084 369

Altair No.1 Pty Ltd
Signature of Lessee


.....SAMUEL ZELLER.....
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

BUILDING	ADDRESS	UNIT IDENTIFIER				YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL		
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.			
COMMERCIAL	45 AINSIE AVENUE	2 BATMAN STREET	334	25	GROUND	G01					1	24			1	
			335	25	GROUND	G02	1	25			2	24			2	
			336	25	GROUND	G03					1	24			1	
			337	25	GROUND	G04	1	25			2	24			2	
			338	25	GROUND	G05	1	25			2	24			2	
			339	25	GROUND	G06	1	25			2	24			2	
			340	25	GROUND	G07	1	25			2	24			2	
			341	25	GROUND	G08	1	25			2	24			2	
			342	25	GROUND	G09	1	25			2	24			2	
			343	25	GROUND	G10	1	25			2	24			2	
			344	25	GROUND	G11	1	25								2
			345	25	GROUND	G12	1	25								1
			346	25	GROUND	G13					1	24				1
			347	25	GROUND	G14					1	24				1
	348	25	GROUND	G15	1	25			2	24				2		
	349	25	GROUND	G16	1	25			2	24		3	24	3		
	350	25	GROUND	G17	1	25			2	24				2		
	351	25	GROUND	G18	1	25			2	24				2		
	1 BATMAN	45 AINSIE AVENUE	352	25, 26	G, 1	101					2, 3	24, 24			3	
			353	26	FIRST	102			1	26	2, 3, 4, 5	24, 24, 24, 24			5	
			354	26	FIRST	103			1	26	2	24	3	26	3	
			355	26	FIRST	104			1	26	2	24	3	26	3	
			356	26	FIRST	105			1	26	2	24	3	26	3	
			357	26	FIRST	106			1	26	1	24	2	26	2	
			358	26	FIRST	107			1	26	2	24			2	
			359	26	FIRST	108			1	26	2	24			2	
			360	26	FIRST	109			1	26	2	24	3	26	3	
			361	26	FIRST	110					1, 2	24, 24	3	26	3	
			362	26	FIRST	111			1	26	2	24	3	26	3	
			363	26	FIRST	112			1	26	2	24			2	
			364	24	B1	113					1, 2, 3, 4	24, 24, 24, 24			4	

UC UTILITY CUPBOARD
Y DENOTES YARD
O DENOTES OUT - BEING COMMON PROPERTY
ST DENOTES STAIR
C DENOTES COLUMN
B DENOTES BALCONY
S DENOTES STOREROOM
CP DENOTES COMMON PROPERTY
DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
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RD DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

WHERE A YARD ADJUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINES OF WALL
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Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

BASEMENT 3

XI HE
SOLE DIRECTOR
ACN: 610 084 369

Altair No.1 Pty Ltd
Signature of Lessee


.....
SAMUEL ZELLER
.....
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 UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND

~~UNITS PLAN No.~~

4796

Diagram illustrating the layout of a building footprint, showing common and property areas. The building is divided into a LOBBY CP and a STAIR CP. The LOBBY CP is a large rectangle. The STAIR CP is a smaller rectangle attached to the side of the LOBBY CP. The STAIR CP is further divided into two sections: S34(4) and S34(3). The LOBBY CP is divided into two sections: S41(3) and S38(3). The building is surrounded by a common area (COMMON) and a property area (PROPERTY). The common area is labeled S3(4) and S35(2). The property area is labeled S36(3) and S29(2). The building footprint is labeled S31(2). Dimensions are indicated: 2m for the width of the STAIR CP, 2m for the width of the LOBBY CP, and 2m for the width of the common area.

DIAGRAM C
NOT TO SCALE

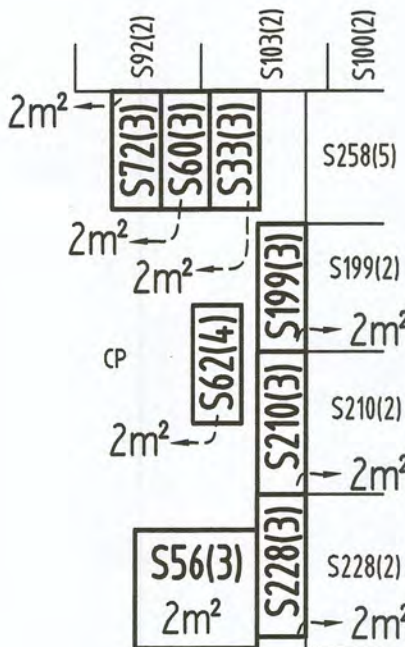


DIAGRAM D
NOT TO SCALE

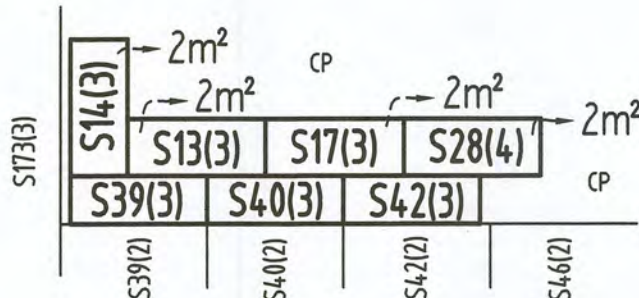


DIAGRAM E
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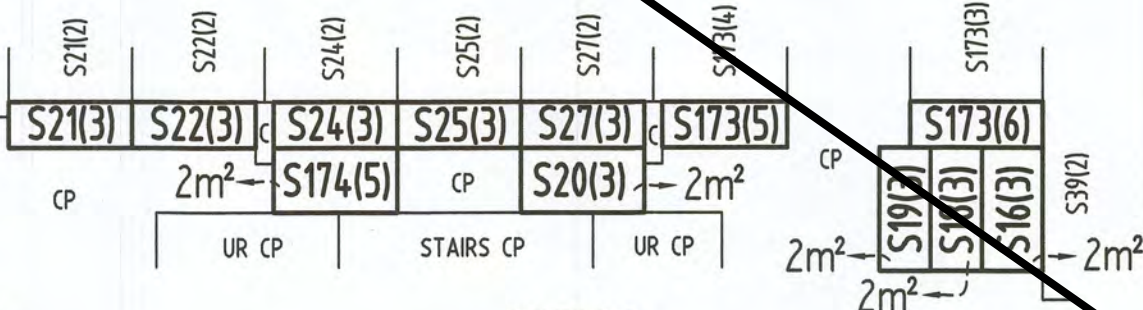


DIAGRAM F
NOT TO SCALE

BATMAN

STREET

STREET

COOYONG

AINSLIE

AVENUE

Form 3

Form 091 - FP

0 5 10 METRES
Graphic bar scale - SCALE 1: 250

ALL STORAGE CAGES ARE 1.4m² UNLESS OTHERWISE INDICATED

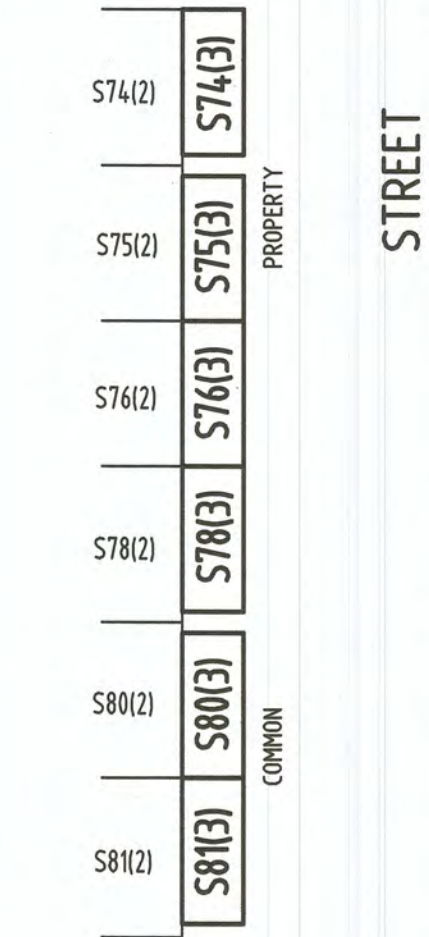


Diagram B
NOT TO SCALE

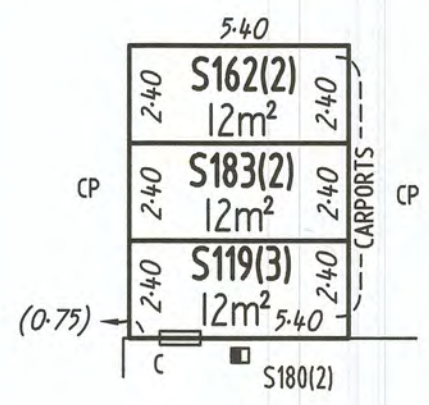
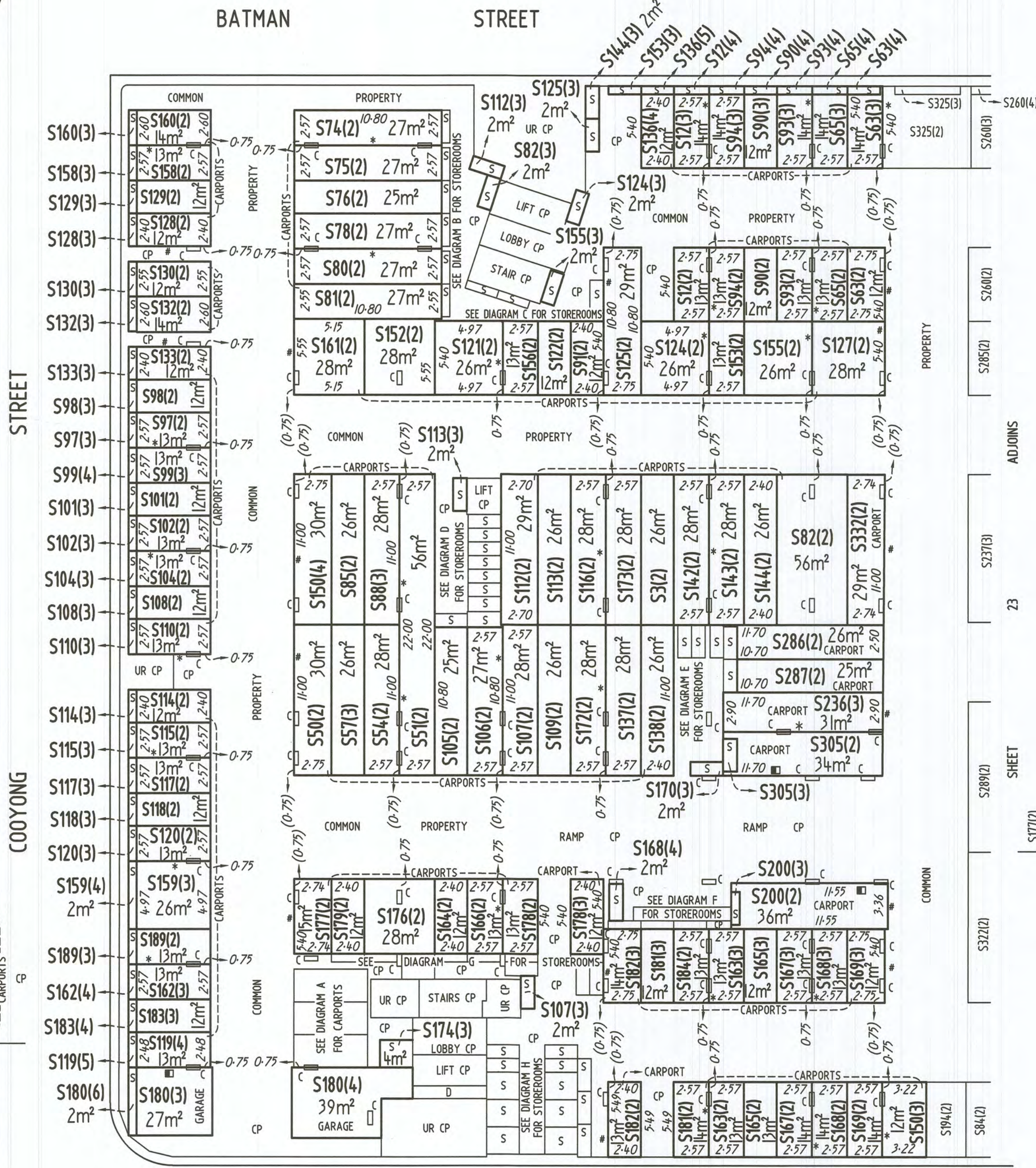


Diagram A
NOT TO SCALE



Form 3
Form 091 - FP

Graphic bar scale - SCALE 1: 250

ALL STORAGE CAGES ARE 1.4m² UNLESS OTHERWISE INDICATED

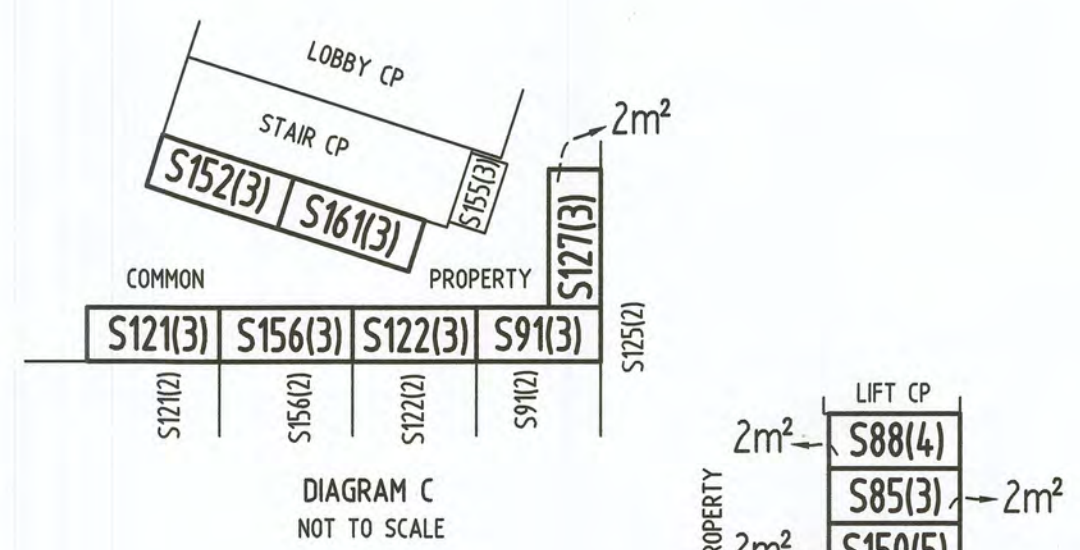


Diagram C
NOT TO SCALE

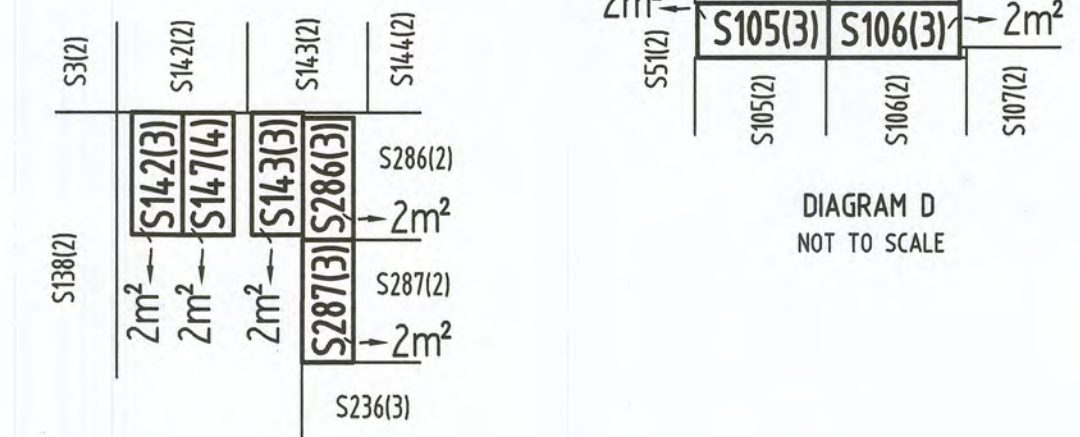


Diagram E
NOT TO SCALE

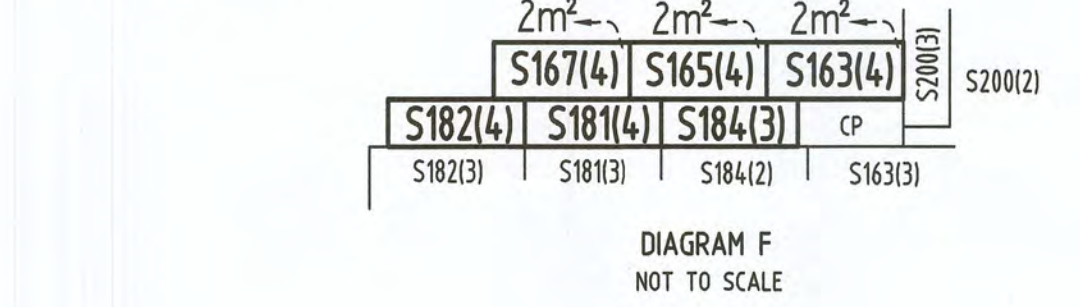


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NOT TO SCALE

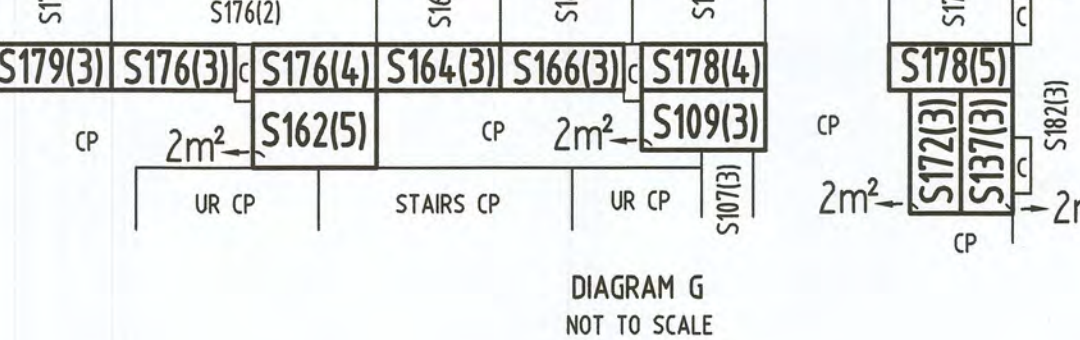


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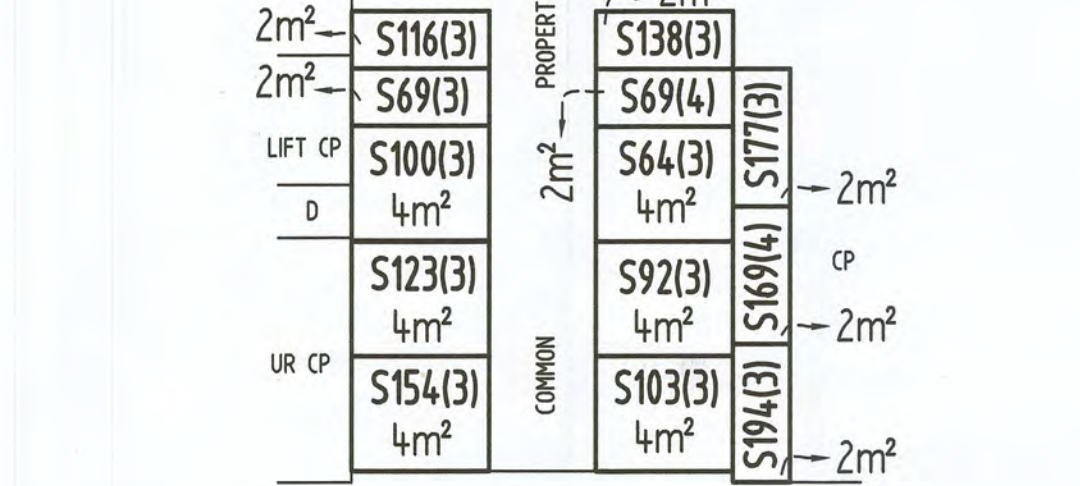


Diagram H
NOT TO SCALE

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

Sheet No. 22 of 55

FLOOR PLAN

Block
1

Section
62

Division
BRADDON

FLOOR NUMBER
BASEMENT 2

Xi He
Xi HE
SOLE DIRECTOR
ACN: 610084369

Altair No.1 Pty Ltd
Signature of Lessee

Samuel Zeller
Samuel Zeller
Delegate of the
ACT Planning and Land Authority

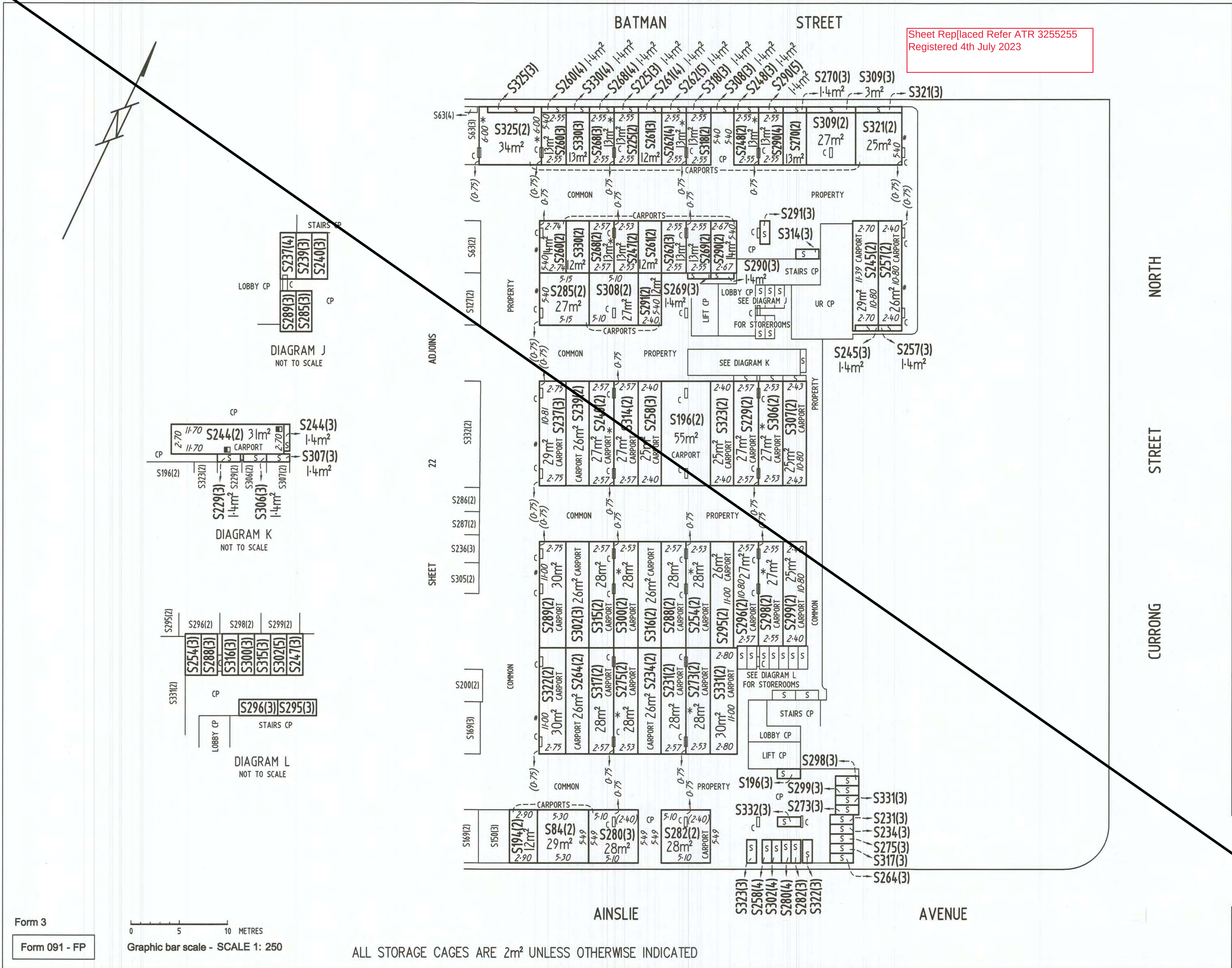
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND

UNITS PLAN No.
4796



ALL STORAGE CAGES ARE 2m² UNLESS OTHERWISE INDICATED



Sheet Rep[aced Refer ATR 3255255
Registered 4th July 2023

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

Sheet No. 23 of 55

FLOOR PLAN

Block
1

Section
62

Division
BRADDON

FLOOR NUMBER
BASEMENT 2

XI HE
SOLE DIRECTOR
ACN: 610084369
Altair No.1 Pty Ltd
Signature of Lessee

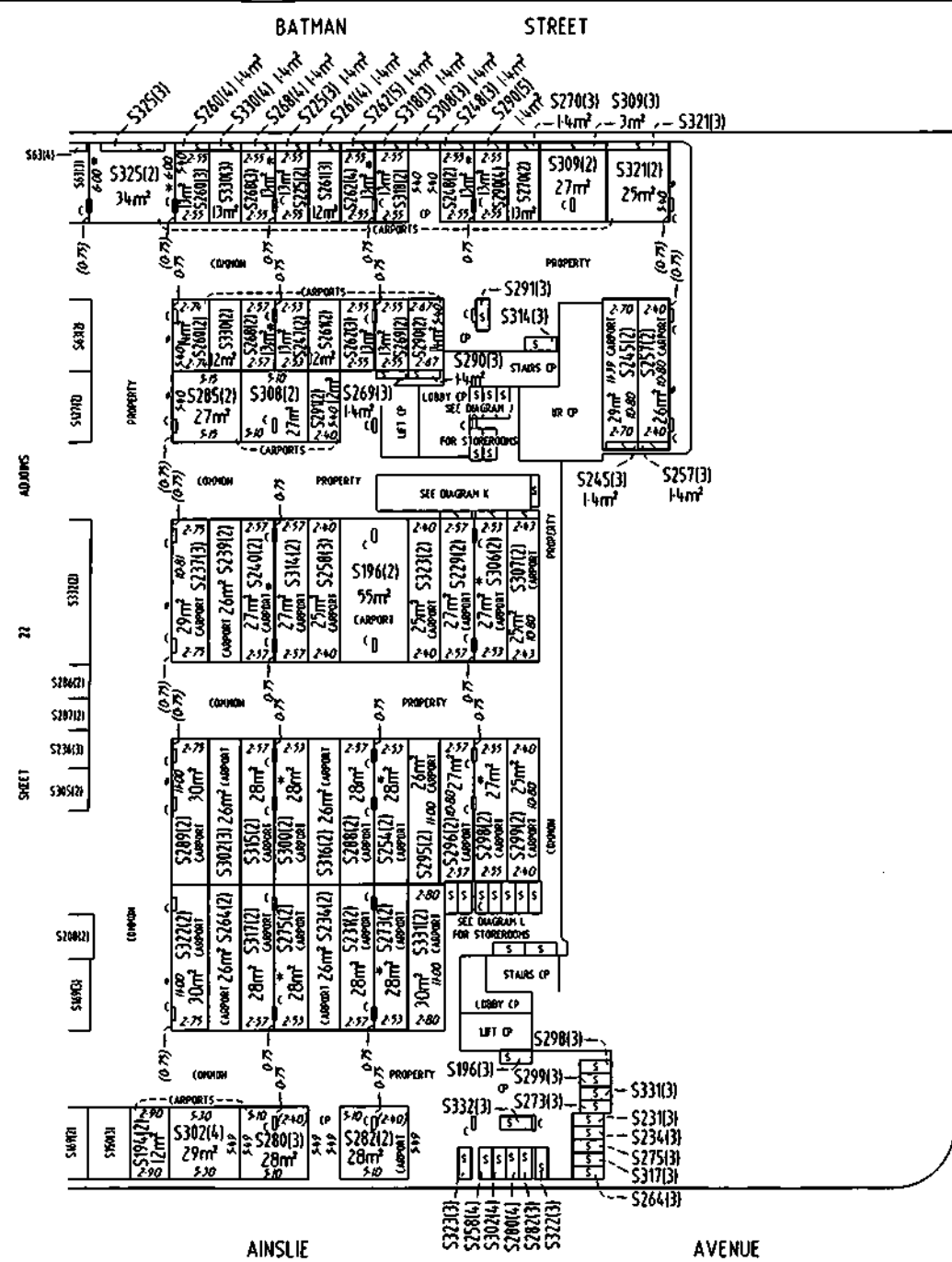
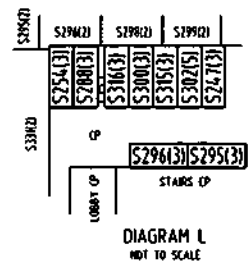
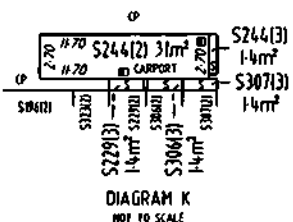
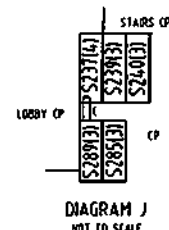
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND

UNITS PLAN No.

4796



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 23 of 55
FLOOR PLAN
Block 1
Section 62
Division BRADDON
FLOOR NUMBER BASEMENT 2
CLASS A UNIT SUBSIDIARIES SEE SHEET 24 FOR LEGEND
UNITS PLAN No. 4796

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

Sheet No. 24 of 55

FLOOR PLAN

Block
1

Section
62

Division
BRADDON

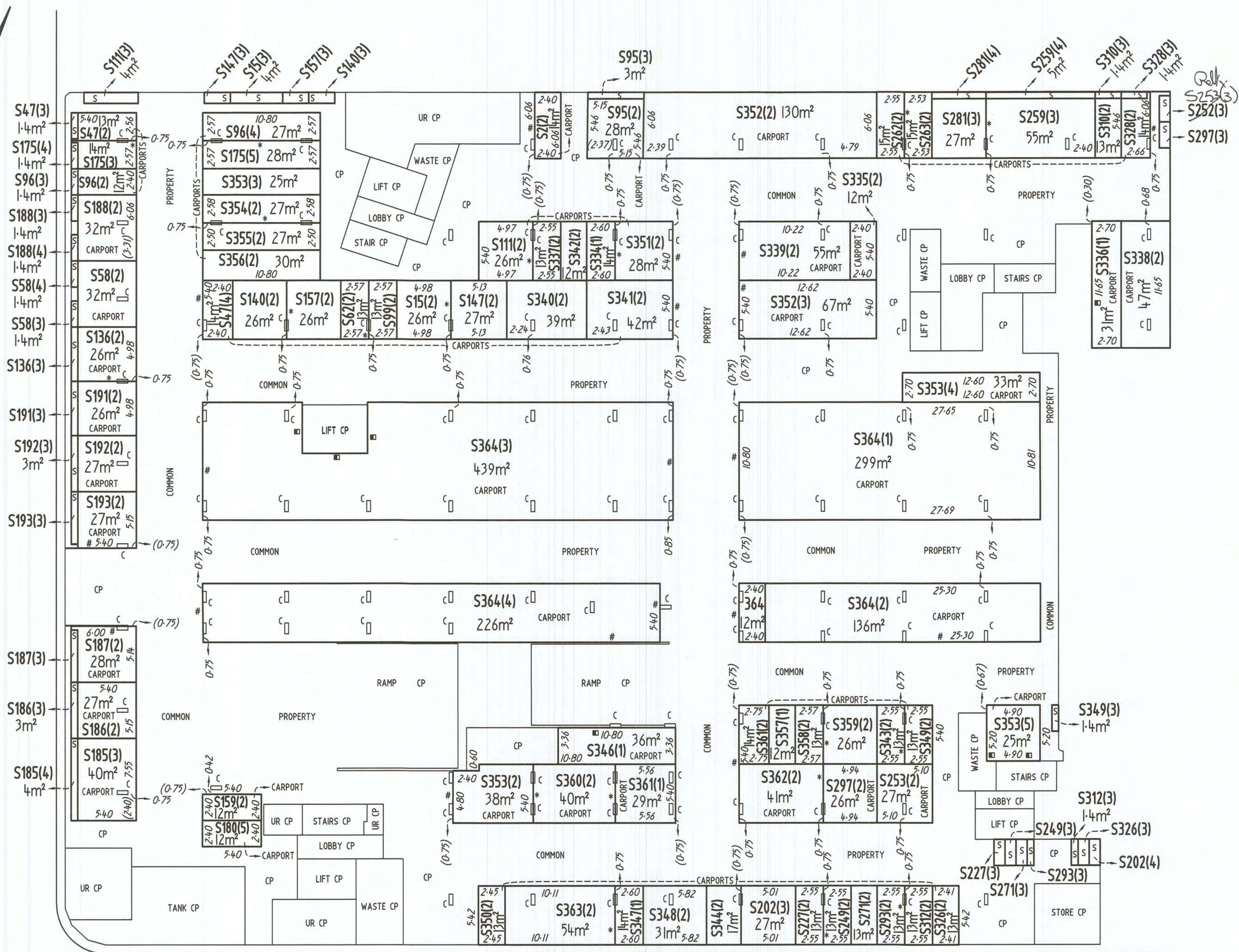
FLOOR NUMBER
BASEMENT 1


XI HE
SOLE DIRECTOR
ACN: 610 084 369
Altair No.1 Pty Ltd
Signature of Lessee


SAMUEL ZELLER
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 UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND



FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

GROUND

NORTH

STREET

CURRONG

[Signature]

XI HE
SOLE DIRECTOR
ACN: 610 084369

Altair No.1 Pty Ltd
Signature of Lessee

[Signature]
SARAH ZELLER

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 19 FOR LEGEND

UNITS PLAN No.

4796

BATMAN

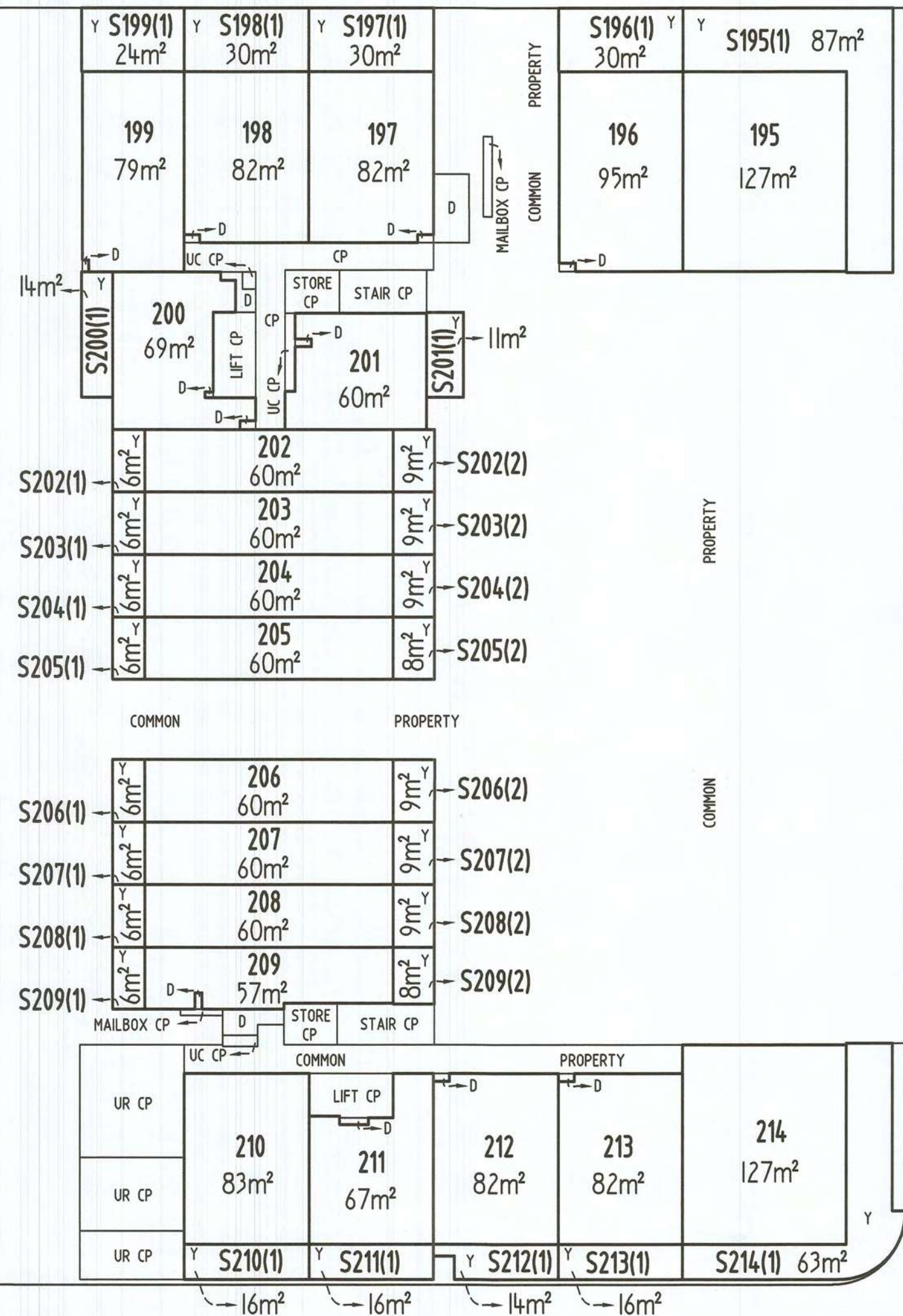
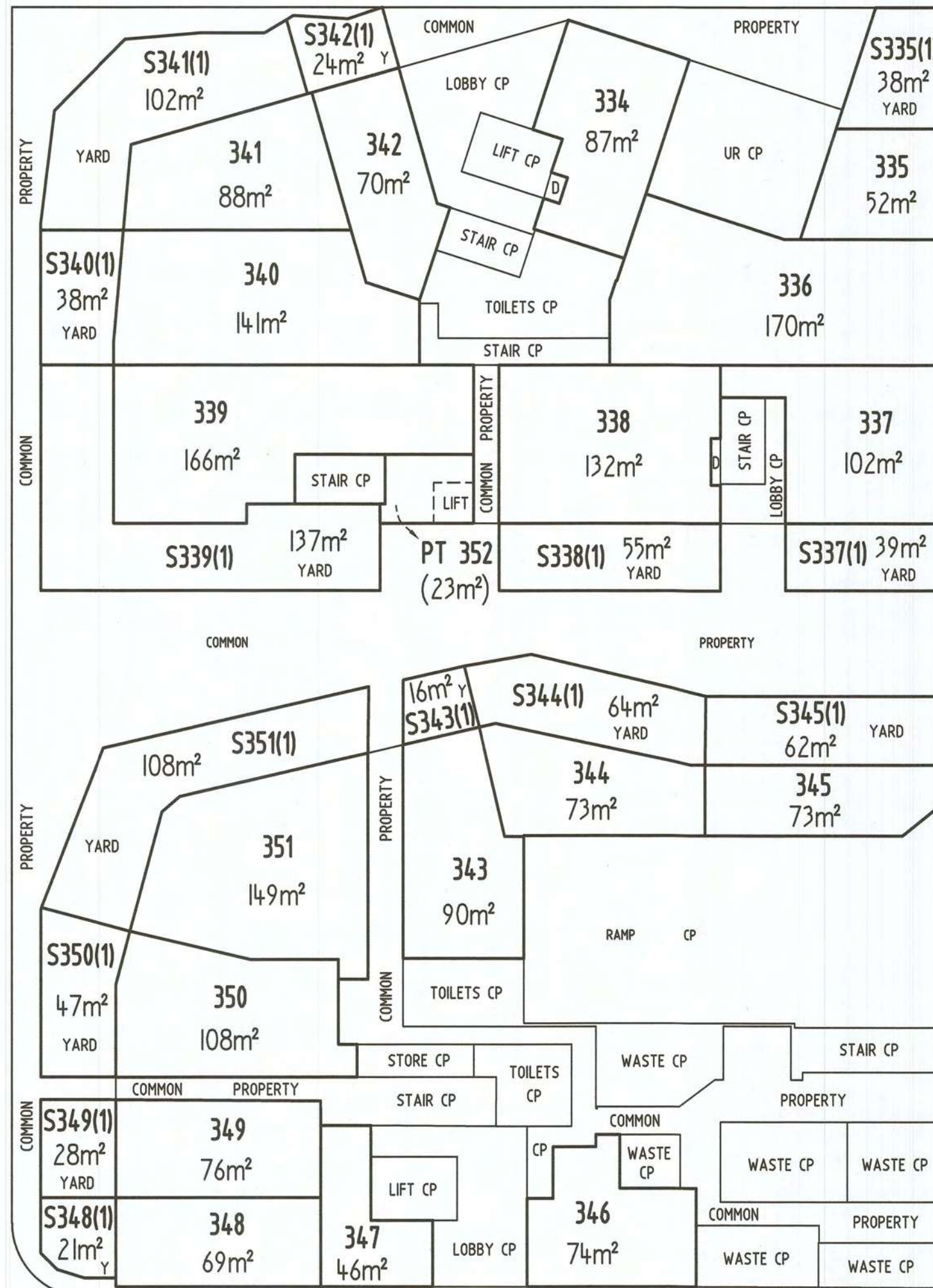
STREET

STREET

COOYONG

AINSLIE

AVENUE





STREET

STREET

CURRONG

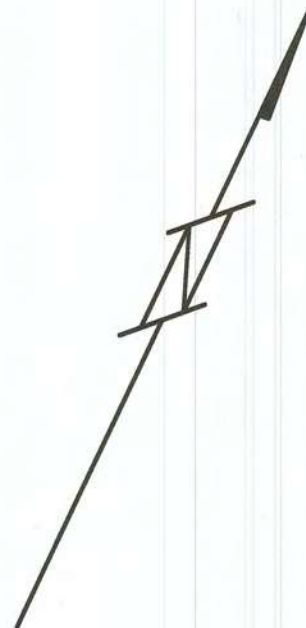
AVENUE

FIRST

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND

4796

REF: 217196.UP ONE



BATMAN STREET

COOYONG STREET

BATMAN STREET

STREET

NORTH

STREET

CURRONG STREET

AINSLIE

AVENUE

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

Sheet No. 27 of 55

FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

SECOND

[Signature]
X1 HE
SOLE DIRECTOR
ACN: 610084309

Altair No.1 Pty Ltd
Signature of Lessee

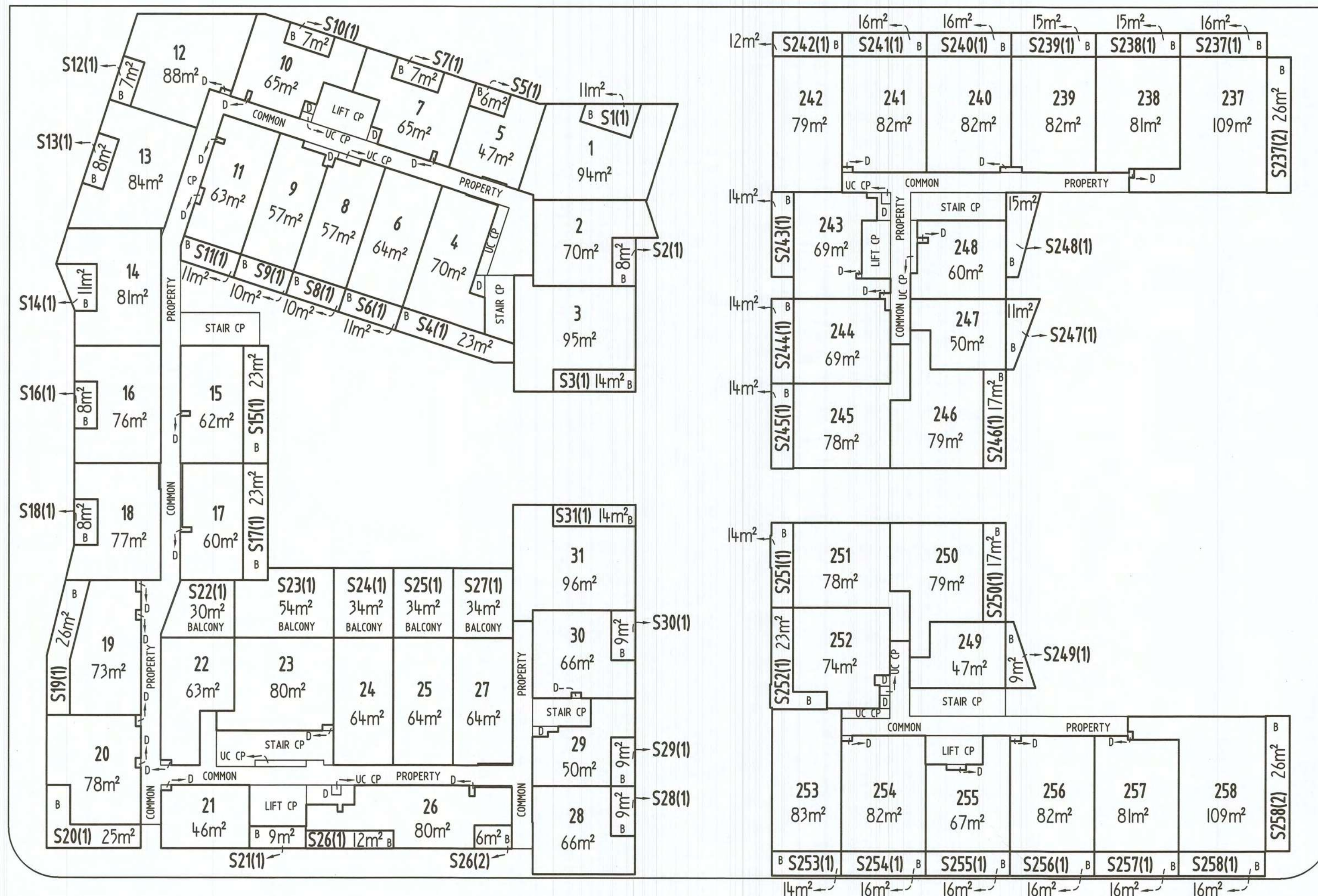
[Signature]
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

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 19 FOR LEGEND

UNITS PLAN No.

4796



Form 3

Form 091 - FP

0 5 10 20 METRES
Graphic bar scale - SCALE 1: 300

FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

THIRD

XI HE
SOLE DIRECTOR
ALN: 610084369

Altair No.1 Pty Ltd
Signature of Lessee

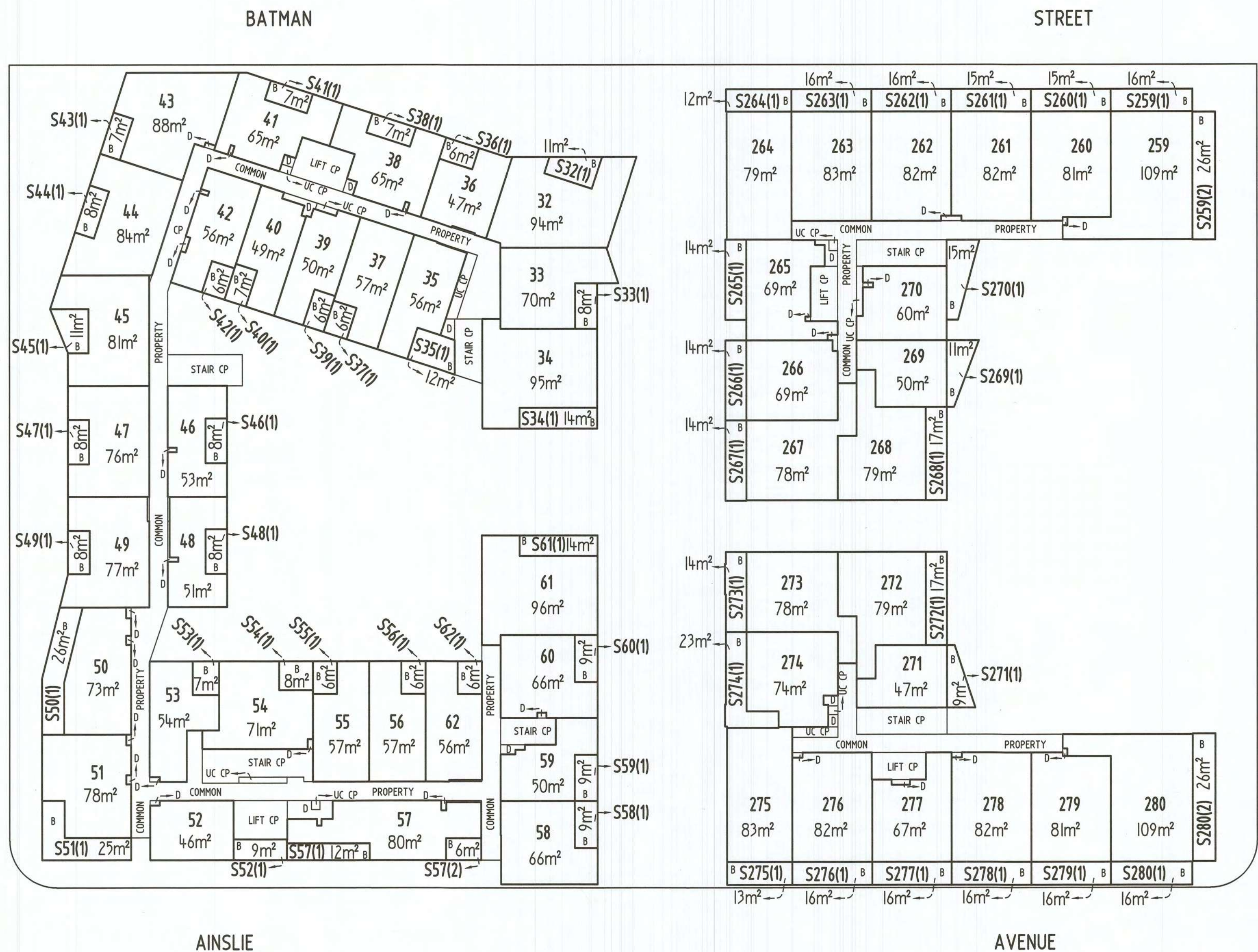

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ACT Planning and Land Authority

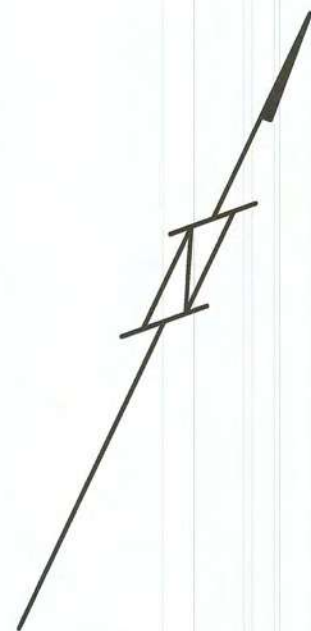
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AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND

UNITS PLAN No.

4796





FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

FOURTH

NORTH

STREET

CURRONG

[Signature]

XI HE
SOLE DIRECTOR
ACN: 610 084 369

Altair No.1 Pty Ltd
Signature of Lessee

[Signature]
SAMUEL ZELLER

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CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND

UNITS PLAN No.

4796

BATMAN

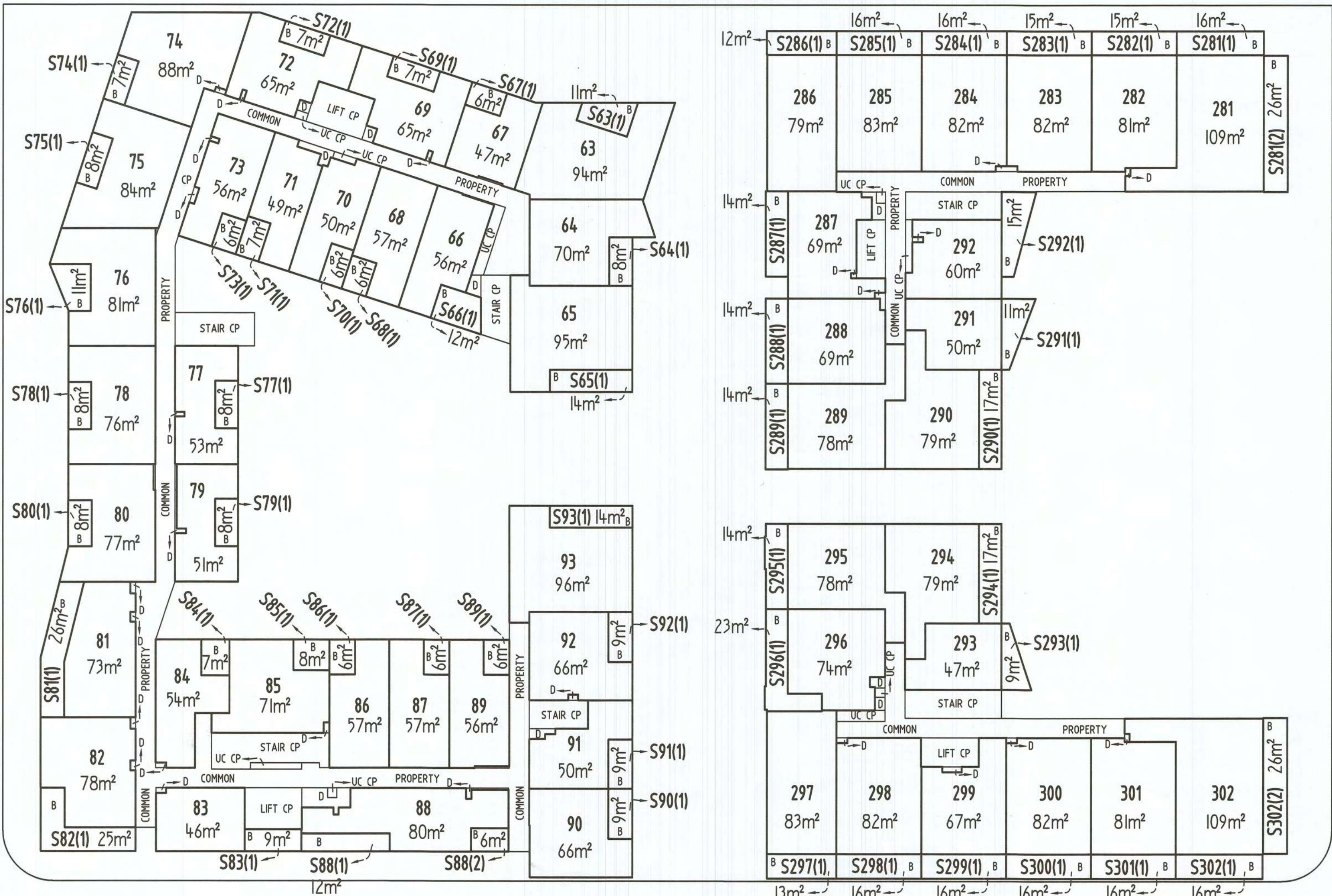
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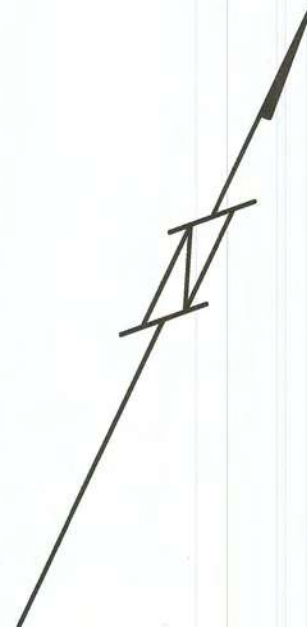
STREET

COOYONG

AINSLIE

AVENUE





FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

FIFTH

NORTH

STREET

CURRONG

[Signature]

XI HE
SOLE DIRECTOR
ACN: 610 084 369

Altair No.1 Pty Ltd
Signature of Lessee

[Signature]
SAMUEL ZELER
Delegate of the
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CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND

UNITS PLAN No.

4796

STREET

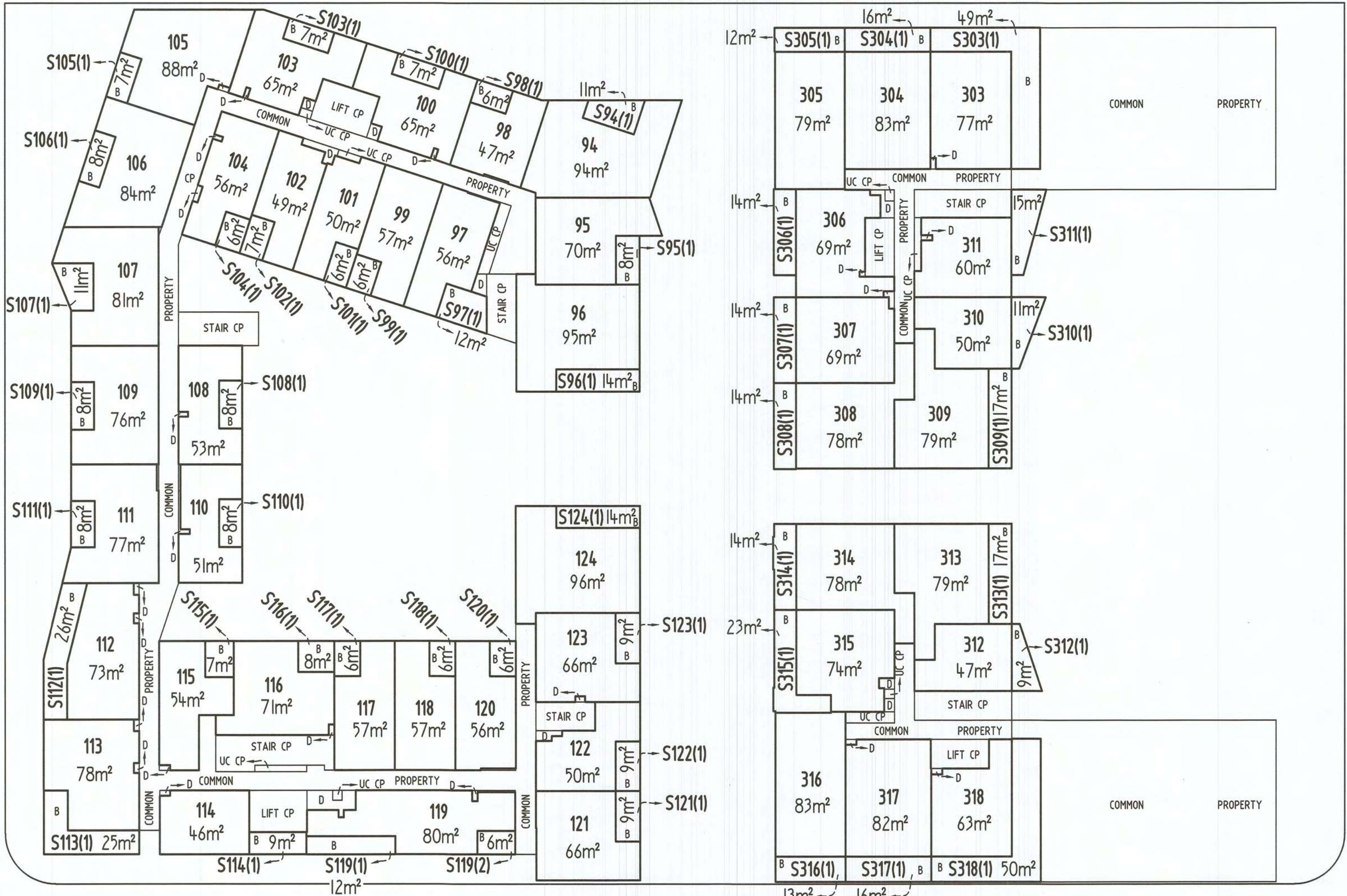
COOYONG

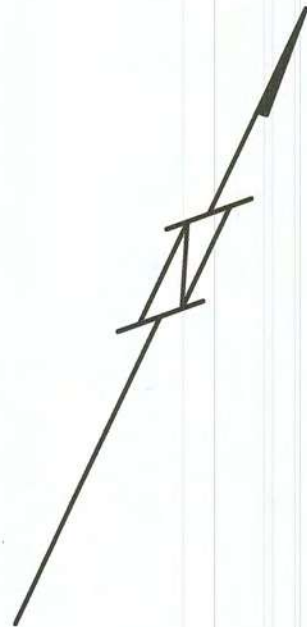
BATMAN

STREET

AINSLIE

AVENUE





BATMAN STREET

COOYONG STREET

BATMAN STREET

STREET

NORTH

STREET

CURRONG

AINSLIE

AVENUE

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate
Sheet No. 31 of 55
FLOOR PLAN

Block
1

Section
62

Division
BRADDON

FLOOR NUMBER
SIXTH

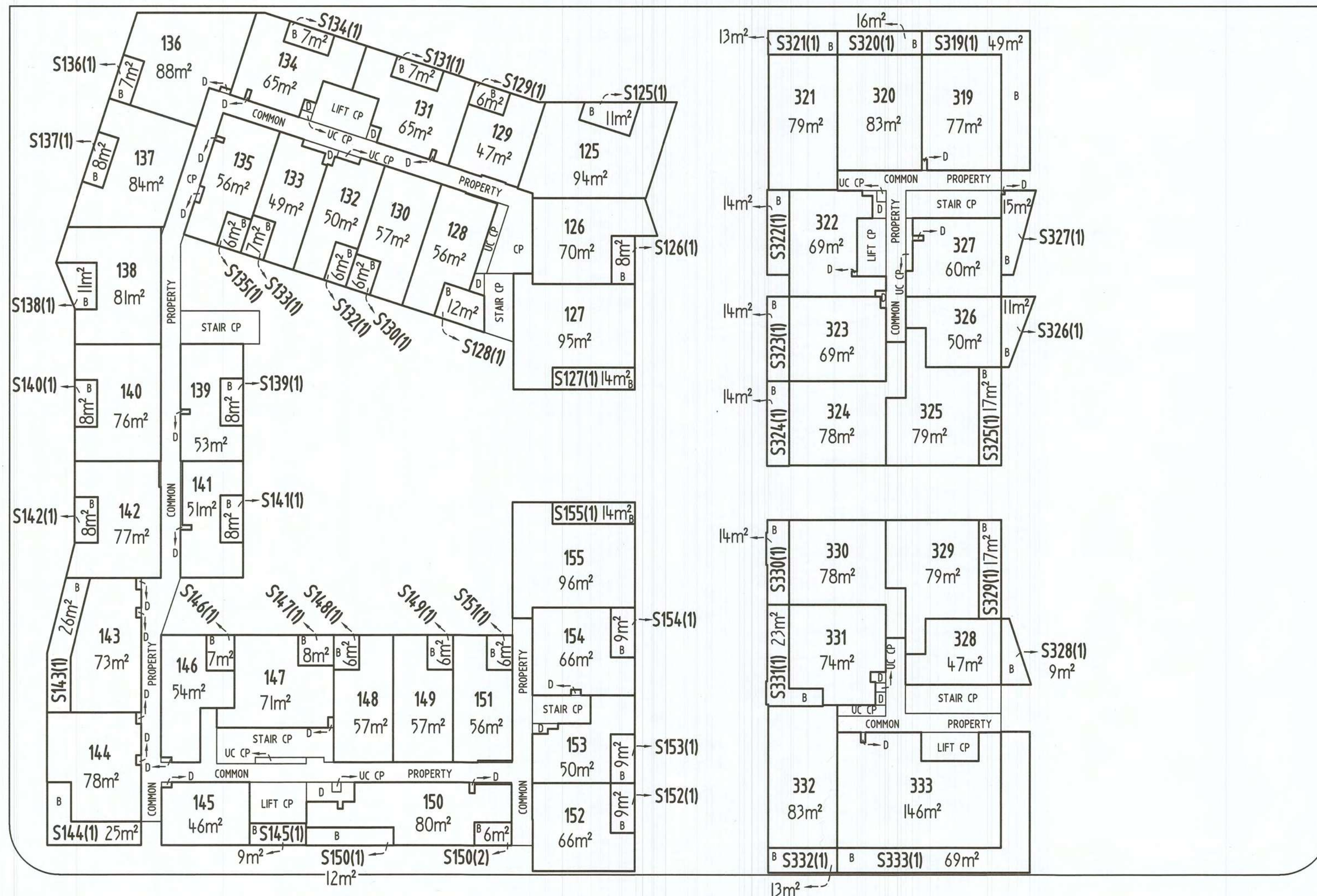
[Signature]
X1 HE
SOLE DIRECTOR
ACN: 610084369
Altair No.1 Pty Ltd
Signature of Lessee

[Signature]
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority
APPROVED UNDER THE UNIT TITLES ACT 2001,
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OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 19 FOR LEGEND

UNITS PLAN No.

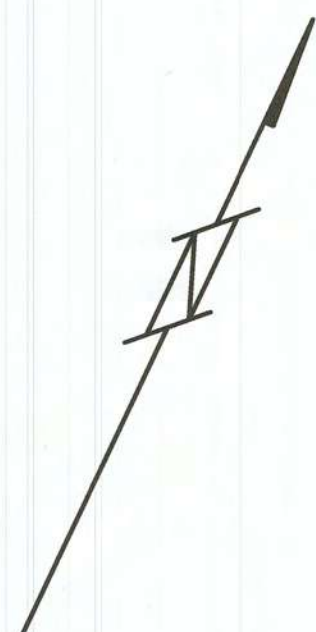
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Form 3

Form 091 - FP

0 5 10 20 METRES
Graphic bar scale - SCALE 1: 300

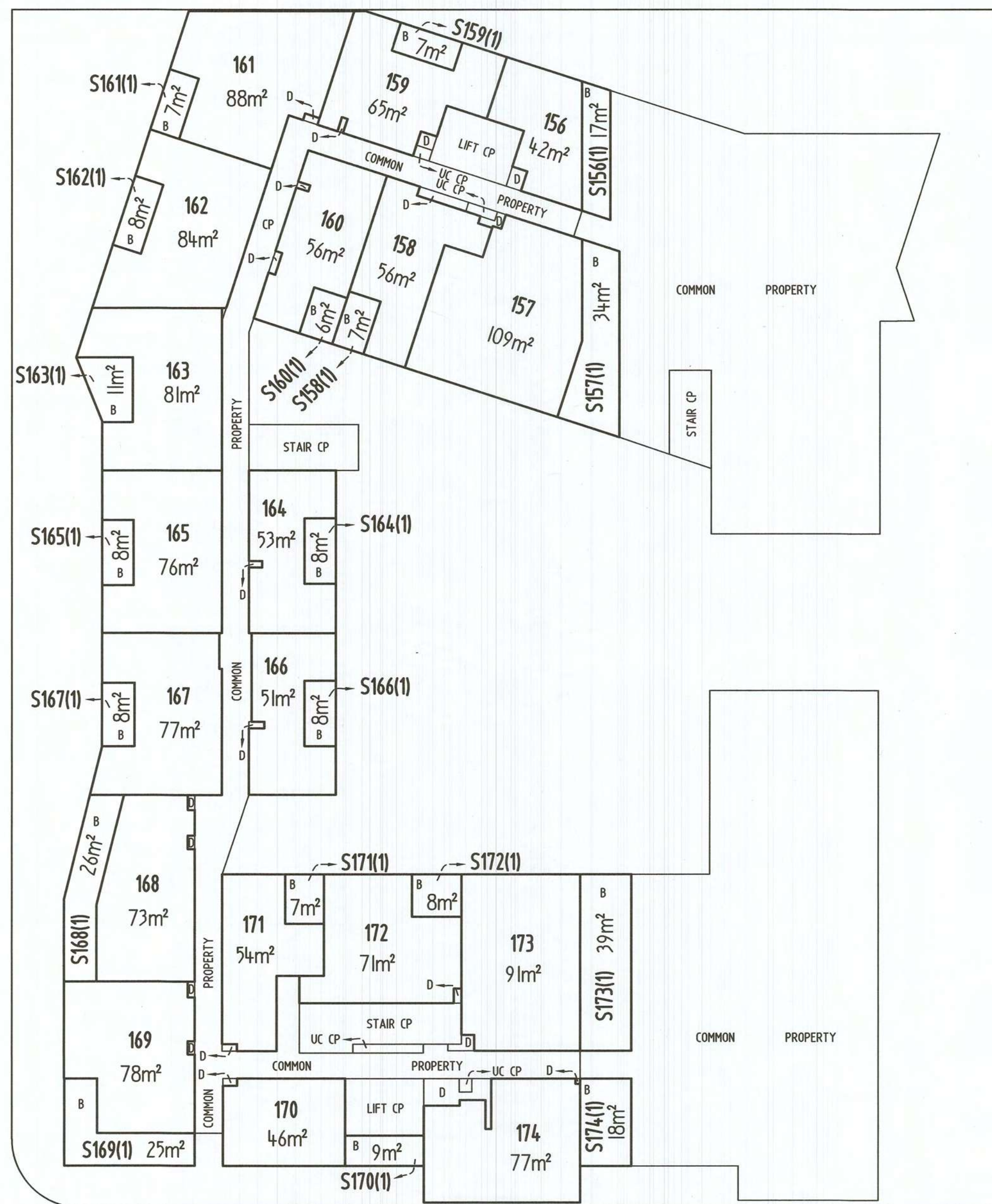


BATMAN STREET

COOYONG STREET

BATMAN STREET

STREET



AINSLIE AVENUE

AVENUE

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 32 of 55

FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

SEVENTH

[Signature]

XI HE
SOLE DIRECTOR
ACN: 610084369

Altair No.1 Pty Ltd
Signature of Lessee

[Signature]
SAMUEL ZELLER

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 19 FOR LEGEND

UNITS PLAN No.

4796

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 250

FLOOR PLAN

Block

1

Section

62

Division

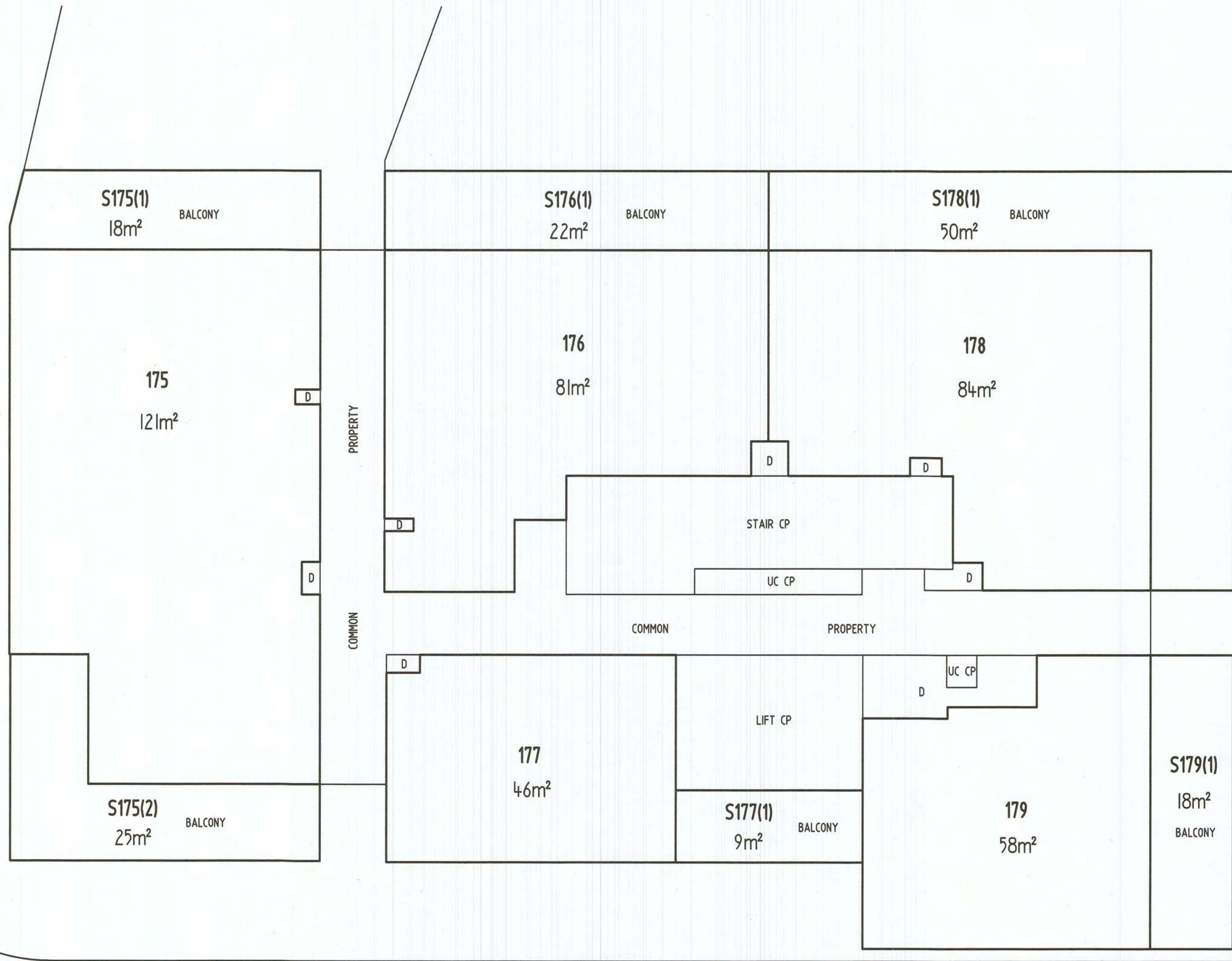
BRADDON

FLOOR NUMBER

EIGHTH

STREET

COOYONG



AINSLIE

AVENUE

XI HE
SOLE DIRECTOR
ACN: 610 084 369

Altair No.1 Pty Ltd
Signature of Lessee

Delegated 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 19 FOR LEGEND

UNITS PLAN No.

4796

FLOOR PLAN

Block

1

Section

62

Division

BRADDON

FLOOR NUMBER

NINTH

[Signature]

XI HE
SOLE DIRECTOR
ACN: 610 084 369

Altair No.1 Pty Ltd
Signature of Lessee

[Signature]
SAMUEL ZELLER

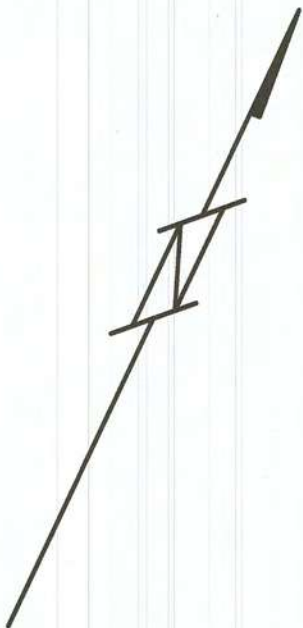
Delegate of the
ACT Planning and Land Authority

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 19 FOR LEGEND

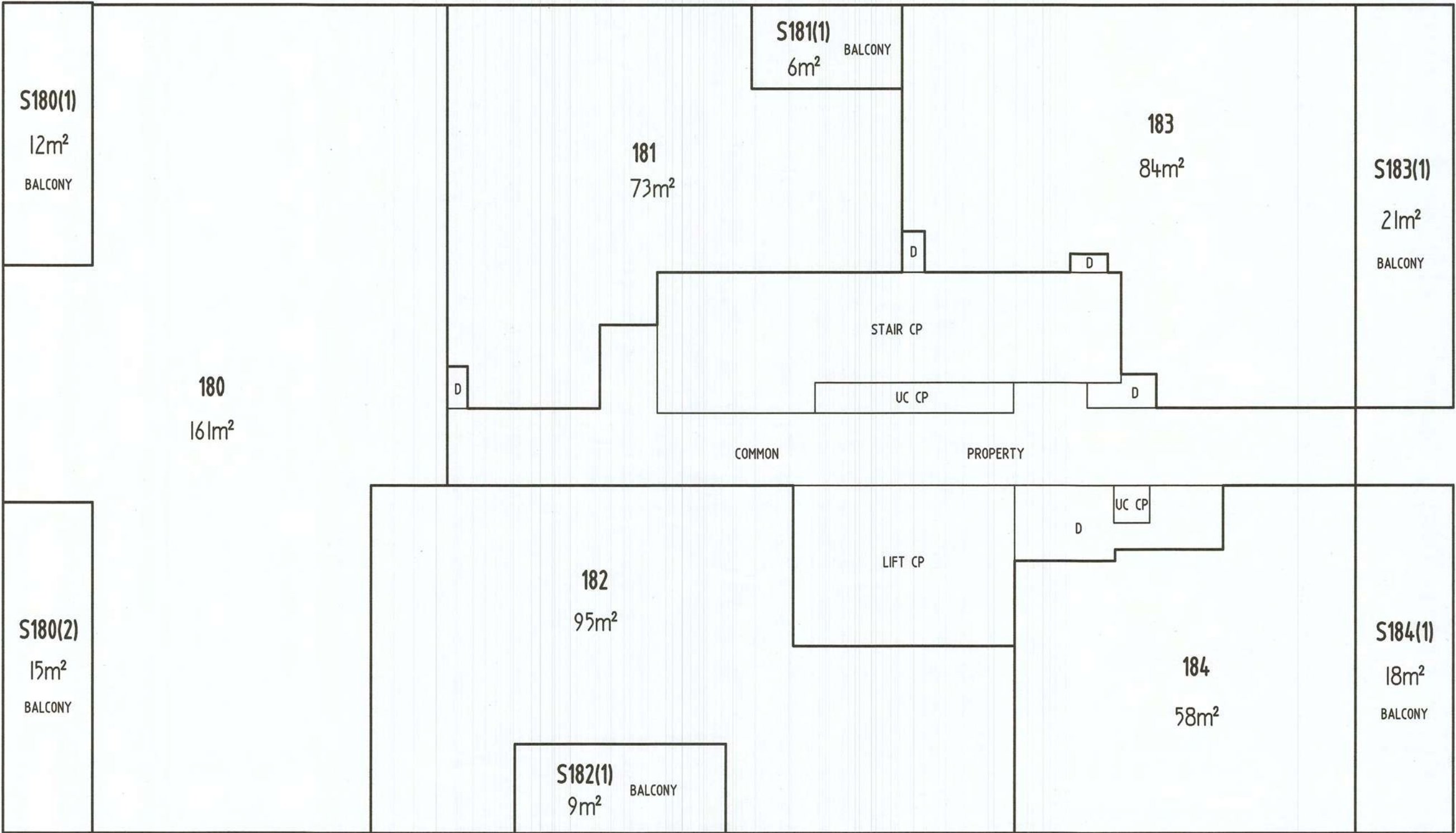
UNITS PLAN No.

4796



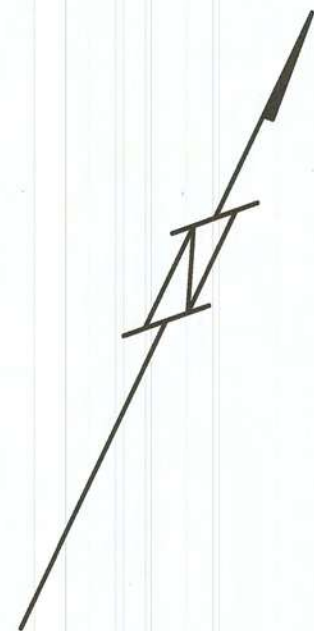
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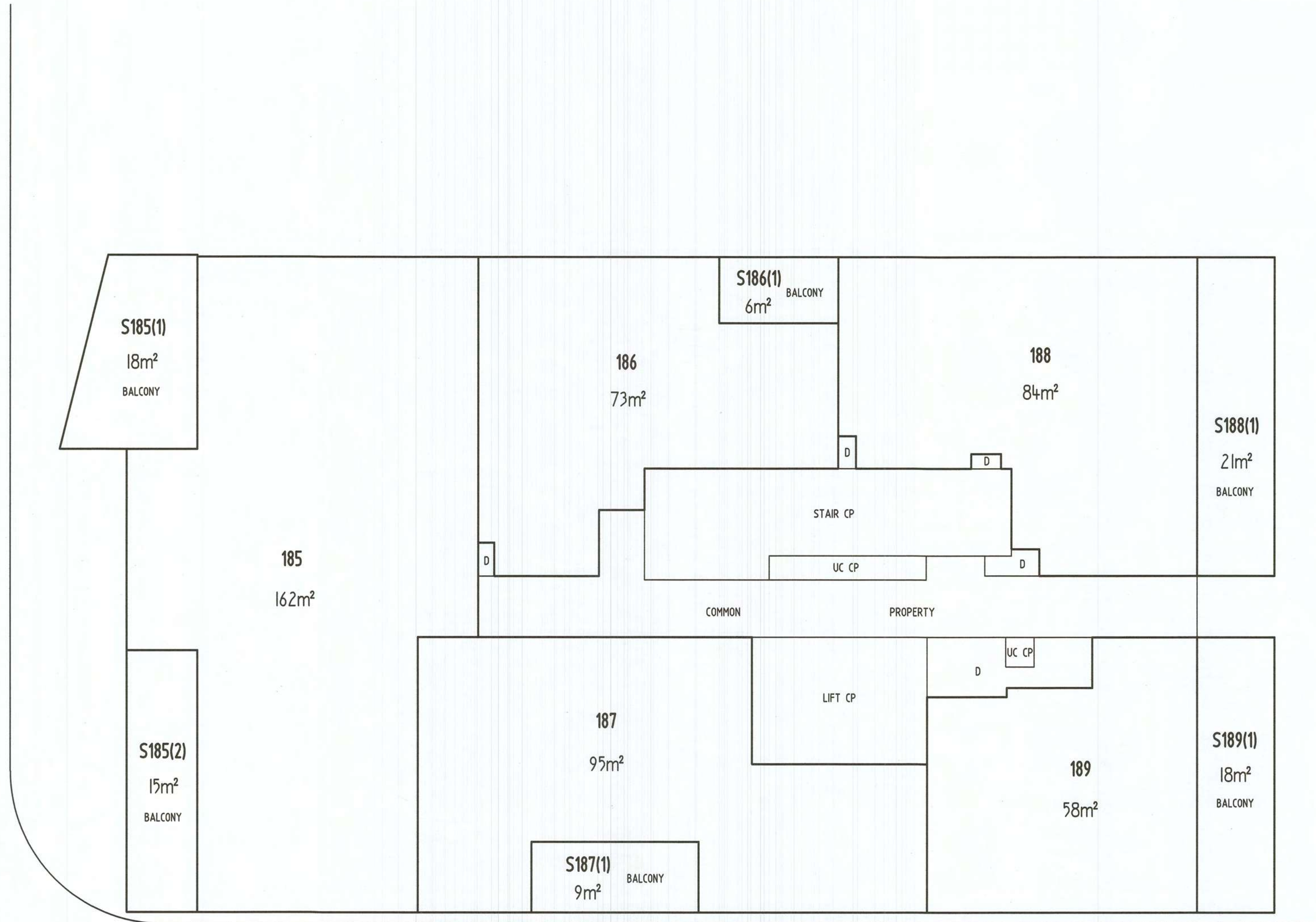


AINSLIE

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STREET
COOYONG



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LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 35 of 55
FLOOR PLAN
Block
1
Section
62
Division
BRADDON
FLOOR NUMBER
TENTH

[Signature]

XI HE
SOLE DIRECTOR
ACN: 610084367

Altair No.1 Pty Ltd
Signature of Lessee

[Signature]
SAMUEL ZELLER

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 19 FOR LEGEND

UNITS PLAN No.

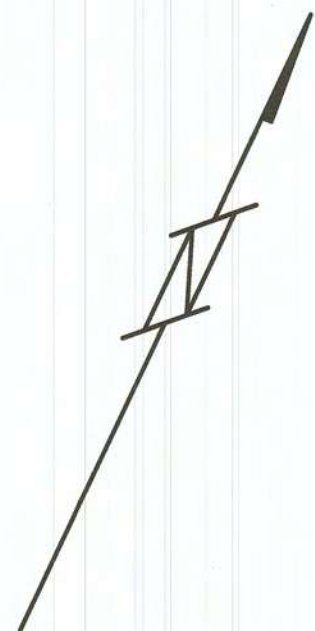
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Form 3

Form 091 - FP

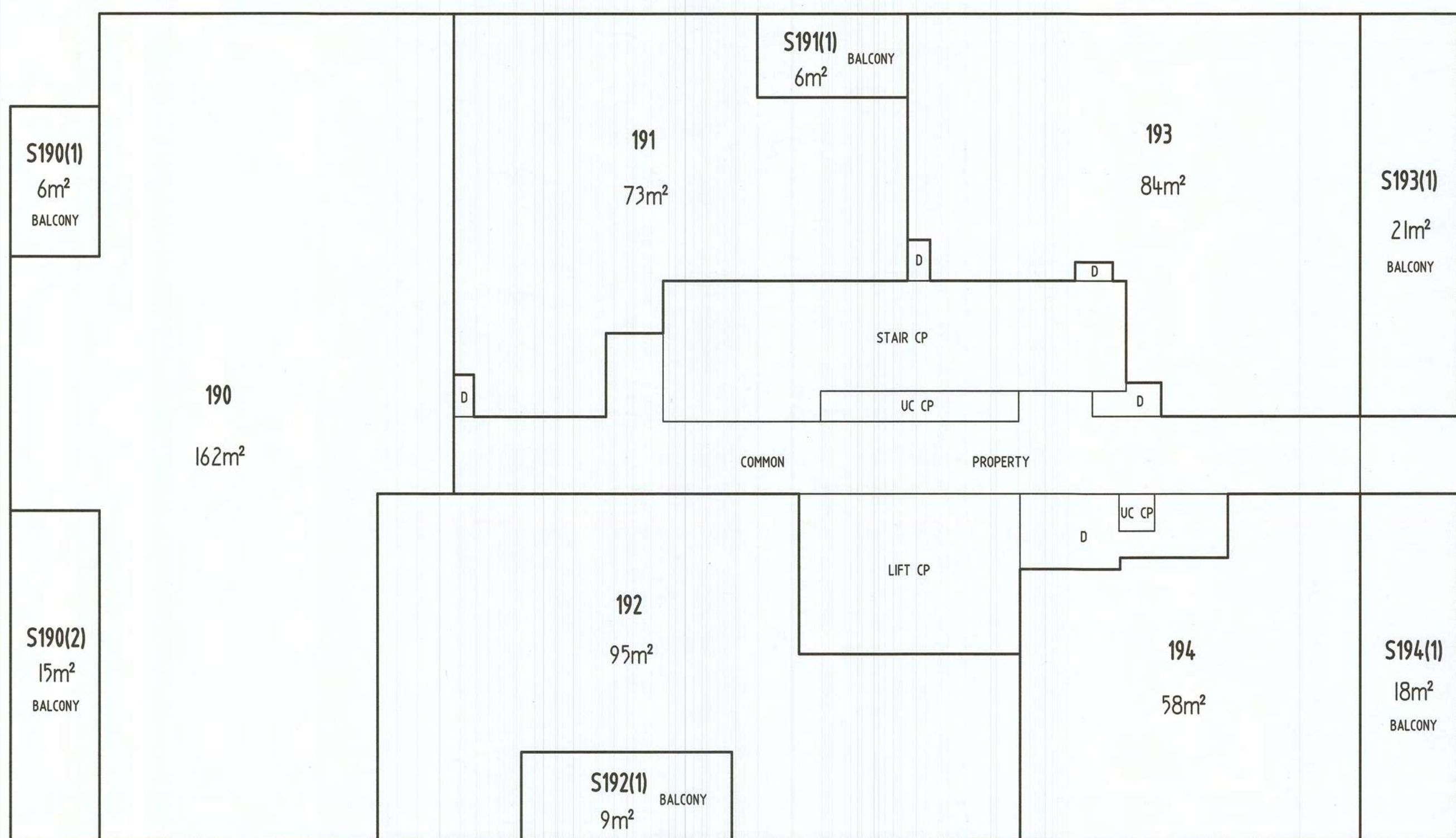
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Graphic bar scale - SCALE 1: 100



STREET

COOYONG

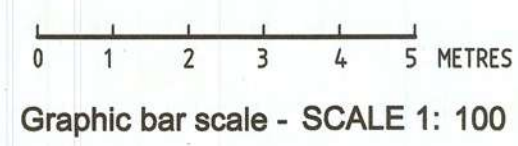


AINSLIE

AVENUE

Form 3

Form 091 - FP



REF: 217196.UP_ONE

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 36 of 55
FLOOR PLAN
Block
1
Section
62
Division
BRADDON
FLOOR NUMBER
ELEVENTH

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XI HE
SOLE DIRECTOR
ACN: 610 084309
Altair No.1 Pty Ltd
Signature of Lessee

Samuel Zeller
SAMUEL ZELLER
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 19 FOR LEGEND

UNITS PLAN No.
4796

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4796

Block 1 Section 62 Division of BRADDON

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

TERM	1. The term of the lease of each of the units expires on the second day of December Two thousand one hundred and eighteen.
RENT	2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
	3. Each Lessee of each of the Units Nos 1 - 364 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 pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ;

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PURPOSE

(c) To use Units 1 to 364 for:

the area shown as 'B' and hatched on the attached plan for community use limited to a minimum gross floor area of 669 square metres AND IN ADDITION the premises may also be used for:

- (i) car park;
- (ii) guest house;
- (iii) hotel;
- (iv) indoor recreation facility;
- (v) motel;
- (vi) non-retail commercial use LIMITED to a maximum gross floor area of 100 square metres per tenancy;
- (vii) residential use;
- (viii) restaurant LIMITED to a maximum gross floor area of 200 square metres per tenancy;
- (ix) serviced apartment; and
- (x) shop LIMITED to a maximum gross floor area of 200 square metres per tenancy;

PROVIDED THAT restaurant and shop are not permitted above the ground floor and FURTHER PROVIDED THAT community use, indoor recreation facility and non-retail commercial use are not permitted above the first floor; and

the area shown as 'C' and cross hatched on the attached plan for multi-unit housing of not more than one hundred and thirty nine (139) dwellings AND IN ADDITION the premises may also be used for one or more of the following purposes:

- (i) guest house;
- (ii) residential care accommodation;
- (iii) retirement village; and
- (iv) supportive housing;

UNIT
SUBSIDIARY

(d) Not to use any unit subsidiary to that unit as a habitation;

NOISE
MANAGEMENT
PLAN

(e) That the Lessee must, prior to the use of the premises for hotel, indoor recreational facility and restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority, or its successor;

 4.14

**EASEMENT
FOR ACCESS**

- (f) That the Lessee shall:
- i. permit vehicles and pedestrians access across, over and along that part of the parcel of land described as a "proposed easement for access 12 wide" limited in height to RL 570.80 and limited in depth to RL 566.98, 567.11 and 567.89 on the Deposited Plan;
 - ii. not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising any easement;
 - iii. not place, nor permit to be placed, any tree (except as permitted by the Authority) any other vegetation on any part of the parcel of land comprising any easement; and
 - iv. at all times maintain the easement (including all paths and services constructed on the easement) in good repair and condition and to the satisfaction of the Authority;

SERVICE AREAS

- (g) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;

**BUILDING
SUBJECT TO
APPROVAL**

- (h) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

REPAIR

- (i) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;

**FAILURE TO
REPAIR**

- (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement

 x14

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

**FACILITIES
AND ACCESS
FOR PERSONS
WITH A DISABILITY**

- (k) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

**RIGHT OF
INSPECTION**

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

**RATES AND
CHARGES**

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

**PRESERVATION
OF TREES**

- (n) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (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;

**MINERALS
AND WATER**

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

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

**QUIET
ENJOYMENT**

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

 x14

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

TERMINATION

(a) That if:

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

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

ACCEPTANCE OF (b)
RENT

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

FURTHER LEASE (c)

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

NOTICES

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

45 xH

EXERCISE OF
POWERS

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

6. In this schedule unless the contrary intention appears:

- (a) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;
- (b) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (d) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or
 - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (e) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (f) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;

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

 XH

textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;

(p) "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;

(q) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;

(r) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;

(s) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;

(t) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;

44 x14

- (u) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (v) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (w) "hotel" means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (x) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (y) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (z) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the

public. A motel may be licensed under the Liquor Act 2010;

- (aa) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (bb) "non-retail commercial use" means business agency, financial establishment, office, and public agency;
- (cc) "office" means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (dd) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (ee) "place of worship" means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (ff) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (gg) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (hh) "religious associated use" means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (ii) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support.

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Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;

- (jj) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;
- (kk) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (ll) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (mm) "retirement village" means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (nn) "retirement village scheme" for a retirement village, means a scheme under which a person may:
 - (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
 - (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (oo) "RL" (Reduced Level) means the vertical height in metres above the Australian Height Datum (AHD);
- (pp) "serviced apartment" means an apartment that is used as a commercial accommodation unit;
- (qq) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;

- (rr) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (ss) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (tt) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (uu) "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);
- (vv) "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;
- (ww) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (xx) words in the singular include the plural and vice versa;
- (yy) words importing one gender include the other genders;

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

Dated this 12th day of December 2019.


SAMUEL ZELLER

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

LESSEE: ALTAIR NO.1 PTY LTD ACN 610 084 369



XI HE

Sole Director



Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4796

Block 1 Section 62 Division of BRADDON

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

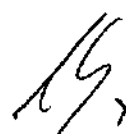
1. The term of the lease expires on the second day of December Two thousand one hundred and eighteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4796 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;



- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) That the Owners Corporation shall:
 - i. permit vehicles and pedestrians access across, over and along that part of the parcel of land described as a "proposed easement for access 12 wide" limited in height to RL 570.80 and limited in depth to RL 566.98, 567.11 and 567.89 on the Deposited Plan;
 - ii. not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising any easement;
 - iii. not place, nor permit to be placed, any tree (except as permitted by the Authority) any other vegetation on any part of the parcel of land comprising any easement; and

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- iv. at all times maintain the easement (including all paths and services constructed on the easement) in good repair and condition and to the satisfaction of the Authority;
 - (h) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carpark and driveways on the parcel of land at the Owners Corporation cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (i) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (j) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (k) 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;
 - (l) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (m) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
 - (n) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on

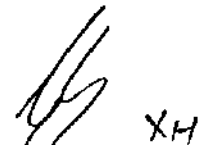
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behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to 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) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4796';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "RL" (Reduced Level) means the vertical height in metres above the Australian Height Datum (AHD);
- (g) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

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- (h) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (i) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders;
- (l) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this 12th day of December 2019.


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

LESSEE: ALTAIR NO.1 PTY LTD CAN 610 084 369

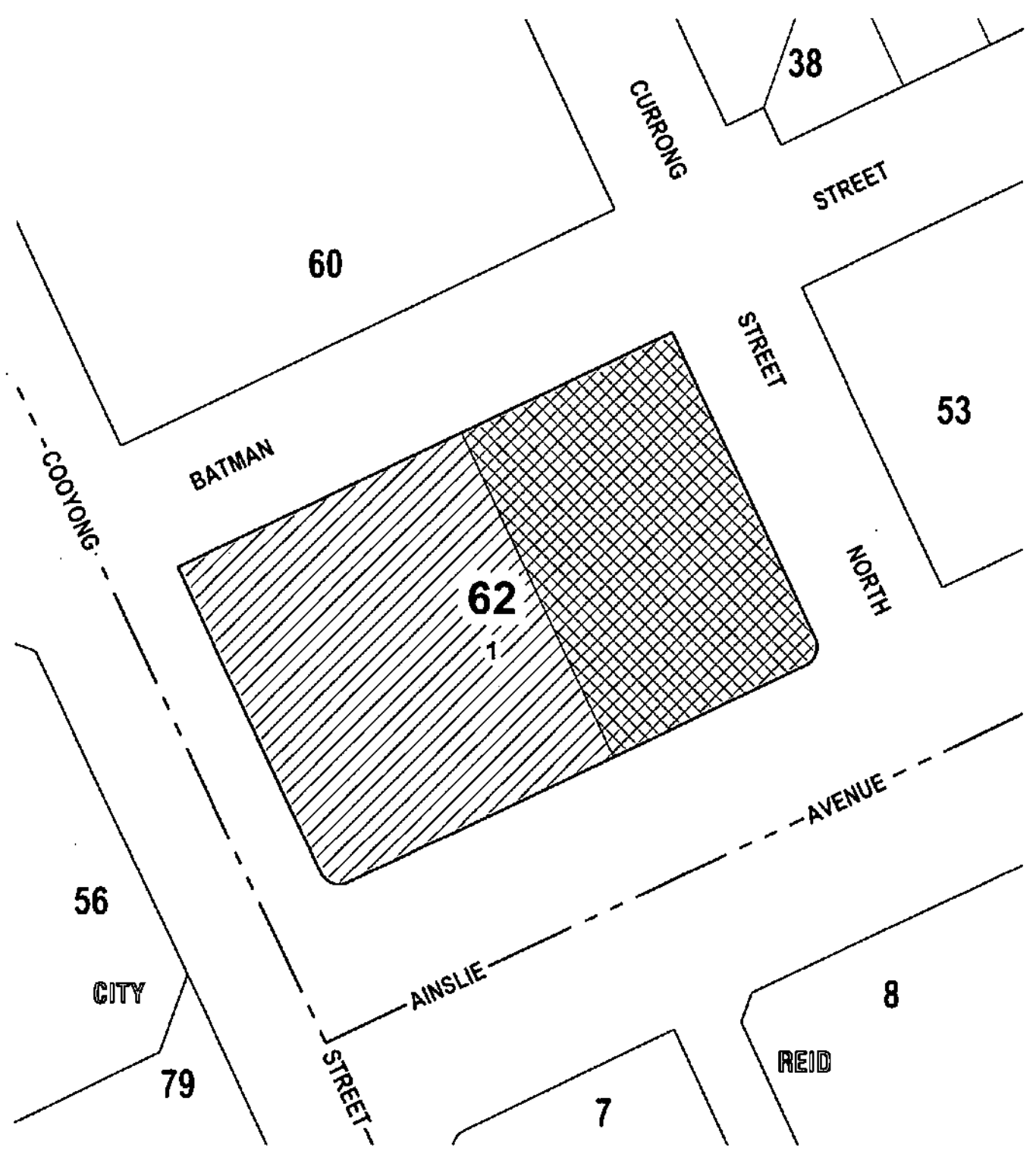


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Access
Canberra.

Chief Minister



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SPECIAL RESOLUTION BY OWNERS CORPORATION

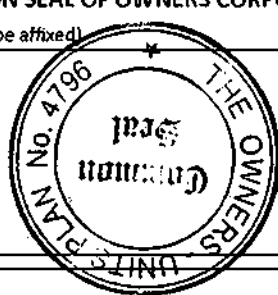
094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Capital Settlement Services	Gerry@settlementservices.com.au	Grady	0418662109

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439:70	Braddon	62	1	4796

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
House Rules	12.02.25

SUPPORTING DOCUMENTATION (Please select appropriate item - Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☒ Sealed copy of Alternate Rules ☐ Other (specify) -	

CERTIFICATION *Delete the inapplicable	
Applicant	
~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~	
~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~	
*The Certifier has retained the evidence to support this Registry Instrument or Document.	
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.	
Signed By: Cara Lea Grady	WITNESS:  ELIZABETH
<Name of certifying party> Grady Strata & Facilities	
<Capacity of certifying party> Strata Manager	
for: <Company name> Grady Strata & Facilities	
on behalf of the Registered Proprietor/Managing Agent	

OFFICE USE ONLY		VOI category 3 sighted LMT - 01/05/2025	
Lodged by		Annexures/Attachments	Minutes/ ~~Resolution/Motion~~ /Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	01/05/2025



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2439:70	Braddon	62	1	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094 - SR	14

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The owners-unit plan No. 4796

**ANNUAL GENERAL MEETING MINUTES
NOTIFICATION OF REDUCED QUORUM DECISIONS
THE MARK AND PROVENANCE
UNITS PLAN 4796
47 CURRONG STREET, BRADDON, ACT, 2612**

Held At Ainslie Art Centre located at 30 Elouera Street, Braddon on **Wednesday 12th February 2025 at 5:30 pm** As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present (In-Person):

Lot	Unit	Representatives
59	330	Dianne Gbel
74	412	Lachlan J Elliott
107	514	Adam John Wicks & Hatley Amanda Wicks
136	612	Sam Hok Sum Lam
178	804	Katarzyna & Waldemar Rudzik
180	901	Robert Alan Enright
181	902	The Whiting Family Co ATF The Whiting Property Trust
185	1001	Andrew P Mackey
193	1104	Hailey Rae Musgrove
195	G1	B K Carlsund & D A Carlsund
204	G10	Saihui Wang & Ying Hao Tou
214	G20	Denisse & Gerard Yvanovich
215	101	Shelley Christine Cooper
216	102	Kirsten Brorsen
235	121	John K Heaney
236	122	Rodney Lambert
254	218	Vana Tark
263	305	Jun Ma
280	322	Warwick Michael Vance & Kerry Joy Cambridge
281	401	Daniel Connell & Gail Winkworth
286	406	Xinwen He
294	414	J Wharton & K Wharton
321	603	Jingyun Wu
313	511	Susan Jane Mickleburgh
336	G3	Parth Shah
337	G4	Parth Shah
351	G18	Sim Fam 2 Pty Ltd

Proxies:

Lot	Unit	Representative	Appointing	Lot	Unit
194	1105	John B Vild	Shelley Cooper	215	101
193	1104	Hailey Rae Musgrove	Susan Muscgrove	193	1104
198	G04	Inga Allen, Franziska & Sylvia Mandl	Denisse Yvanovich	214	G20
199	G05	Sylvia A Mandl	Denisse Yvanovich	214	G20
222	108	Nigarish N Haider	Denisse Yvanovich	214	G20
224	110	A C & M L Tarry	Denisse Yvanovich	214	G20
231	117	Keydan Bruce & Farzana Choudhury	Denisse Yvanovich	214	G20
250	214	Rashmi Sindhu Chary	Rod & Anne Lambert	236	122
259	301	Barbara Haggstrom	Shelley Cooper	215	101

Absentee Voting Forms: N/A

Apologies: N/A

Grady Strata & Facilities Representatives: Michael Grady, Thomas Cubbin & Mark Terracini

The managing agents, Mr Michael Grady & Mr Thomas Cubbin of Grady Strata & Facilities, welcomed members of the Owners Corporation into the meeting. Each member was informed that votes would be cast by raising the voting paddles for each motion.

Mrs. Shelley Cooper assumed the position of Chair as the current Chair of the Executive Committee.

The managing agent advised at 5:30pm that a quorum had not been achieved and therefore the meeting would officially commence at 6:00pm.

The managing agent gave an overview of operational and financial milestones over the last 12 months, a general update on the status of defects, upcoming works related to them and an overview of long-term goals identified from the time Grady Strata & Facilities took over management on Wednesday 18th December 2024. The meeting commenced at 6:00pm.

Motion 1: Minutes of General Meeting 18 November 2024 (Ordinary Resolution)

Motion 1: "That the Owners Corporation adopt the minutes of the 18 November 2024 General Meeting as provided."

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution)

Motion 2: "That the Owners Corporation adopt the audited financial statements for the financial year ended 31st December 2024."

As the audited financials were distributed a few days before the meeting, Mr Michael Grady highlighted some key points to those present. It was noted that the Owners Corporation came in slightly under their budgeted expenditure and stated that there were no notable concerns.

Motion Carried

Motion 3: Sinking Fund Plan Adoption (Ordinary Resolution)

Motion 3: "That the Owners Corporation agree to adopt the Sinking Fund Plan from QIA Group dated 17 May 2024 and as supplied with the 2025 Annual General Meeting Package."

As treasure for the year that was, Warwick Vance briefly discussed the Sinking Fund Forecast, and the amendments requested to QIA to have a accurate starting point for capital works for the next several years.

Motion Carried

Motion 4 Amended: Administration Fund Split Owners Corporation Rule (Special Resolution)

Motion 4: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules to include Administration Fund Split as follows:

The Mark building (Units Plan 4796) is comprised of both residential and commercial units. The Owners Corporation agree that commercial units raise moneys to cover any additional services required that only benefit commercial unit owners, as such residential owners would NOT contribute to these services:

- Grease trap maintenance and clearing.
- Cleaning of the level one bathroom.
- Sanitary bin cleaning within the bathrooms.

As a commercial units purpose clause may vary subject to each tenancy, maintenance and contributions related to the Grease Trap will be as follows:

- (a) The Owners Corporation determine a schedule for the maintenance and clearing of the grease traps to ensure compliance with relevant legislative requirements.*
- (b) Despite (a), the commercial unit owners connected to each grease trap are responsible for the costs associated with the ongoing maintenance and clearing of the grease trap.*
- (c) Despite (a) the cost of ongoing maintenance and clearing of the grease trap will be shared equally between all commercial units that are connected to the grease trap.*

The levies for which are to be calculated based on total unit entitlement for each additional service and those units participation and requirement of each service. A example of this is shown below.

*Grease Trap Users (Lots 335, 339, 340, 342, 349)
Total unit entitlement aggregate = 2029*

*Commercial units' level one (Lots 353 - 359)
Total unit entitlement aggregate = 1734*

*Commercial units The Mark (Lots 334 – 351, 353 – 359)
Total unit entitlement aggregate = 8512*

To calculate levies each individual commercial owner the following formula is used respective to each additional service:

Admin Fund levy formula for commercial units

$$A = \frac{B \times C}{D} + \frac{E \times C}{F} + \frac{G \times C}{H}$$

Where:

A = Admin Fund levy payable per relevant lot

B = Admin Fund levy Grease Trap total (\$)

C = unit entitlement (of relevant unit)

D = total Grease Trap entitlement aggregate

E = Admin Fund levy Level One total (\$)

F = total Level One entitlement aggregate

G = Admin Fund levy The Mark Commercial total (\$)

H = total The Mark Commercial entitlement aggregate

Motion Carried by Special Resolution

Motion 5: 2025 Administrative Fund Budget & Levy (Ordinary Resolution)

Motion 5: "That the Owners Corporation RESOLVE to adopt an administrative budget of \$1,238,642 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."

The meeting noted that the Admin Fund levies are proposed to increase by approximately 9.17%, whilst the overall levies in the combined admin fund and sinking fund would only increase slightly due to cost efficiencies in the Sinking Fund.

Motion Carried

Motion 6: Grease Trap Budget & Levy (Special Resolution)

Motion 6: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a Grease Trap budget of \$7,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 335, 339, 340, 342 and 349 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."

Motion Carried by Special Resolution

Motion 7: The Mark Sanitary Services Budget & Levy (Special Resolution)

Motion 7: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for The Mark sanitary services of \$5,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 334 – 351 and Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."

Motion Carried by Special Resolution

Motion 8: Level One Commercial Bathroom Cleaning Budget & Levy (Special Resolution)

Motion 8: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for cleaning of the Level one commercial bathroom of \$10,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."

Motion Carried by Special Resolution

Motion 9: Sinking Fund Budget & Levy (Ordinary Resolution)

Motion 9: "That the Owners Corporation RESOLVE to adopt the proposed Sinking Fund expenditure budget of \$58,347.75 (plus GST) and that a contribution of \$141,500 (plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."

Motion Carried

Motion 10: Executive Committee Election (Special Resolution)

Motion 10: "That the Owners Corporation agree to create 8 Executive Committee Positions and appoint the below owners to stand as Executive Committee members until the next Annual General Meeting".

Lot	Unit	Representative
280	322	Warwick Michael Vance
215	101	Shelley Cooper
236	122	Rodney Lambert
263	305	Jun Ma
214	G20	Denisse Yvanovich
336	G03	Parth Shah
185	1001	Andrew P Mackey
180	901	Robert Alan Enright

Motion Carried by Special Resolution

ONGOING MAINTENANCE

The meeting **noted** that the maintenance plan drafted by QIA Group provides for monthly, quarterly, 6-monthly, annually and a longer-term maintenance schedule and a description of the type of maintenance required to each asset. A copy of the maintenance plan is available via the Owners Portal or on request via email to Grady Strata.

FIRE SAFETY REVIEW

The meeting **noted** that the buildings fire equipment and assets are presently being serviced in accordance with the relevant Australian Standards by 360 Degree Fire. Fire equipment and infrastructure recorded as non-compliant with the standards are assessed as to whether they are a construction defect or failures post-construction before approval for remediation or otherwise.

DEFECTS PROJECT AND NEW STRUCTURAL DEFECTS

As Chairperson for the year that was and for the purpose of the meeting, Shelley Cooper noted the progress of pursuing rectifications to building defects matters. Shelley reported that the EC had looked at most defects in all accessible common areas (other than defects it could obviously not form any view on eg membrane issues) and conducted a desktop review of all lot defects. As the alleged defects for both encompass a very high number of potential defects (over 1500 line items many of which many are recurring issues), and based on legal advice provided to the EC re options for managing this and discussed at the Town Hall meeting in November 2024, the EC has agreed to pursue a consolidated 'priorities list' referring to critical defects. This list has a focus on waterproofing and water leaks, structural issues, defects related to fire safety particularly passive fire defects within the property and finally air conditioning, exhausts, vents, and extraction fans in wet areas.

The meeting requested Owners to submit any new defect potentially of a structural nature within their unit eg water ingress, with the developer and builder, copied to Grady. This will streamline the list of defect rectification requests and assist in speeding up the repair process. Further clarification was provided at the meeting about the budgeted expenditure of 70k towards legal fees, and how it assists in progressing the above-mentioned defect rectifications, noting that this is based on an estimate of costs provided by Sparke Helmore Lawyers.

Motion 11: Insurance Renewal (Ordinary Resolution)

Motion 11: "That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy in consultation and via instruction from the Executive Committee."

The practice of how Strata Management companies obtain their commissions for Owners Corporation insurance renewals, their policies and processes about disclosure in the ACT was noted. Owners were urged to submit their own applications online to encourage legislation change in this area.

Motion Carried

Motion 12: Contractual Amendment – Energy Locals (Special Resolution)

Motion 12: "That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to the amend the EnergyLocals Network Services Agreement dated 01/08/24 by way of execution of the Deed of Amendment attached to the 2025 Annual General Meeting Package. For the avoidance of doubt, the Executive Committee are authorized to affix the Common Seal and sign the Deed as approved by Owners at this meeting."

Mr Michael Grady further discussed the nature of the Deed with Energy Locals, and further discussions between Energy Locals and Grady Strata & Facilities management regarding an additional deed amendment related to the hot water systems.

Motion Carried by Special Resolution

GENERAL BUSINESS

Motion 13: Amendment Of Rules – Investment Of Fund Delegation (Special Resolution)

Motion 13: "That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to amend the Rules of UP4796 to insert the following:

The Owners Corporation delegates authority under Section 69 of the Unit Titles (Management) Act 2011 to the Executive Committee to invest funds held by the Owners Corporation in Term Deposits with major financial institutions as may be deemed necessary by the Executive Committee from time-to-time."

Motion Carried by Special Resolution

OTHER BUSINESS

Bollards

The nature of the bollards along the external of the grassed area and their return on investment was discussed. Liability for damage and maintenance to the bollards were posed. Considerations for this to remain open and potential for it to be defined as a 'public space'. It was also mentioned that resources were better spent to block off or restrict access between the laneway that connects the mark and provenance buildings.

EV Charging

The meeting noted that a sub-committee is being constructed from within the OC for the purposes of considering overall electrification of the building (de-gassing and EV charging infrastructure). Future notices will be issued to canvas expressions of interest. Further details regarding the Electrification Pilot through the ACT Government were provided, with the EC to consider whether it lodges an application to this pilot program, which provides a potential low-cost assessment of electrification pathways and infrastructure changes for the OC.

Bin Room Access

It was **proposed** that all permanent residents are provided with access to the bin rooms. Accessibility options were discussed fob, swipe, or a pin code. It was **informally agreed** that a system where residents can register for access to the bin room for limited durations swipe access, example of 24-48 hour access to a unit specific swipe card. CXI will confirm the capabilities of this with the EC. The intent behind this is to assist with disposal of large items

Lift Well Signage

It was agreed that the Executive Committee would expend up to \$2,000.00 for the purpose of wayfinding signage located in each of the lift wells to clearly show the street numbers of 43 , 47 , 2 & 45.

Intercom & Security

The capability of some of the Intercom's systems at the complex may allow for pin-codes to provide building access. This needs to be investigated further as security awareness should be communicated.

Secretarial note: Grady Strata and Facilities management are to investigate how many units at the complex are rented out as Airbnbs.

Carpark Driveway Entrance

Owners identified some issues with the driveway 'Founders Lan' specifically that vehicles parking outside the basement is restricting safe access in and out of the building as well as non-residents utilizing the lane to cut through the building, sometimes at excessive speeds. To assist with fixing these issues, it was informally agreed that the Executive Committee would investigate options and the suitability that Founders Lane be changed to facilitate 'one way' passage only and the BM will resume further activity in this location in the interim to deter inappropriately located vehicles. It was proposed that all vehicles would enter through Batman Street and exit into Ainslie Avenue. Grady Strata and Facilities management will investigate potential road pathway changes and any necessary approvals and changes to traffic management plans with Access Canberra.

Notice Boards.

A request to install Community Notice Boards was put forward. The executive committee will consider options and locations within building entrances and lobby areas. It was noted that the community notice boards are to be kept separate to notices from Strata Management

Meeting closed at 7:38pm



UP 4796

THE MARK AND PROVENANCE

2 Batman Street, BRADDON, ACT 2612 OWNERS

CORPORATION RULES

Rules UP4796

1. Definitions—Default Rules

1) In these rules:

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

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

3) In these rules, **unit** includes balconies, carspaces and storage cages.

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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

4. Erections and alterations

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

a) in accordance with the express permission of Executive Committee; and

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

2) Permission may be given subject to conditions stated by the Executive Committee in giving permission under (1).

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

Examples—permission not unreasonably withheld:

- safety considerations
- structural considerations

Example—permission unreasonably withheld:

- external appearance of a unit or the units plan



5. Pets in units

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

6. Assistance animals

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

7. Use of common property

- 1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 2) Specifically, a unit owner must not:
 - a) store any items on the common property;
 - b) obstruct the common property;
 - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) 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.

8. Hazardous use of unit

- 1) A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

9. Use of unit—nuisance or annoyance

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



10. Noise

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

11. Illegal use of unit

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

12. What may an executive committee representative do?

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

Executive Committee Representative means a person authorised, in writing, by the executive committee under rule 12 (4).

13. Parking of vehicles/use of vehicle

- 1) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
 - a) permission may be given subject to stated conditions; and
 - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) 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.



14. Smoking

- 1) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance on common property.
- 2) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier or visitor in another unit.

15. Storage

To ensure compliance with fire standard AS2118.1 1999 in relation to sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers

Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) (a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall at all times be accessible to water discharged from the sprinklers.

16. Security of the common property

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.
- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
 - a) Ensure fire and security doors are locked or closed when they are not in use
 - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

17. Commercial Units

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 5) Rules in this section are not to the exclusion of any other Rule



18. Insurance

(a) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.

(b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

Insurance Premiums – Obligation of Owners

(a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.

(b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

Owner Liable:

(a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.

(b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

(c) In the event an Owner or Occupier in breach of these rules, by a wilful or negligent act or omission or a breach of the owners corporation's rules by a member of the owners corporation or an occupier of a member's unit, has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand

19. Split Budget Rules

The Mark building (Units Plan 4796) is comprised of both residential and commercial units. The Owners Corporation agree that commercial units raise moneys to cover any additional services required that only benefit commercial unit owners, as such residential owners would NOT contribute to these services:

- Grease trap maintenance and clearing.
- Cleaning of the level one bathroom.
- Sanitary bin cleaning within the bathrooms.

As a commercial units purpose clause may vary subject to each tenancy, maintenance and contributions related to the Grease Trap will be as follows:

- (a) *The Owners Corporation determine a schedule for the maintenance and clearing of the grease traps to ensure compliance with relevant legislative requirements.*



- (b) Despite (a), the commercial unit owners connected to each grease trap are responsible for the costs associated with the ongoing maintenance and clearing of the grease trap.
- (c) Despite (a) the cost of ongoing maintenance and clearing of the grease trap will be shared equally between all commercial units that are connected to the grease trap.

The levies for which are to be calculated based on total unit entitlement for each additional service and those units participation and requirement of each service. A example of this is shown below.

Grease Trap Users (Lots 335, 339, 340, 342, 349)

Total unit entitlement aggregate = 2029

Commercial units' level one (Lots 353 - 359)

Total unit entitlement aggregate = 1734

Commercial units The Mark (Lots 334 - 351, 353 - 359)

Total unit entitlement aggregate = 8512

To calculate levies each individual commercial owner the following formula is used respective to each additional service:

Admin Fund levy formula for commercial units

$$A = \frac{B \times C}{D} + \frac{E \times C}{F} + \frac{G \times C}{H}$$

Where:

A = Admin Fund levy payable per relevant lot

B = Admin Fund levy **Grease Trap** total (\$)

C = unit entitlement (of relevant unit)

D = total **Grease Trap** entitlement aggregate

E = Admin Fund levy **Level One** total (\$)

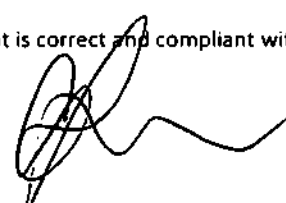
F = total **Level One** entitlement aggregate

G = Admin Fund levy **The Mark Commercial** total (\$)

H = total **The Mark Commercial** entitlement aggregate

SPECIAL RESC

3301624

094 - SR	Settlements ACT GPO Box 2193 CANBERRA ACT 2601 Tel: (02) 6185 1912 E: settlements.act@bigpond.com			<i>Land Titles Act 1925</i>
LODGING PARTY DETAILS				
Name	Email Address	Contact Telephone Number	Customer Reference Number	
Vantage Strata	info@vantagestrata.com.au	1800 876 728	UP4796	
TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439:70	BRADDON	62	1	UP4796
DETAILS OF RULES BEING REGISTERED		DATE MEETING HELD (must be registered within 3 months)		
THE OWNER'S CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 07TH FEBRUARY 2024 AND RESOLVED BY THE OWNERS CORPORATION		07/02/2024		
SUPPORTING DOCUMENTATION (Please select appropriate item - Original signed copy must be supplied)		COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)		
☒ Sealed copy of Minutes of Meeting ☒ Sealed copy of Resolution/Motion ☐ Sealed copy of Alternate Rules ☐ Other (specify) -				
CERTIFICATION *Delete the inapplicable				
Applicant				
*The Certifier has retained the evidence to support this Registry Instrument or Document. *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.				
Signed By:  Daniel Kade LESKOVEC BRANCH MANAGER		Witnessed By:  Carmel FISCHER ADMINISTRATION MANAGER		
for: Vantage Strata on behalf of the Registered Proprietor/Managing Agent				

VOI sighted 08/03/2024 LMT

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	08/03/2024





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 4796

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum

decision or decisions were made— 7 February 2024

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

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

☐ **Convened after
adjournment**

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



AF2012-112 made under the Unit Titles (Management) Act 2011, s 146

Unauthorised version prepared by ACT Parliamentary Counsel's Office



A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
7 February 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 ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings



point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).

- At a regularly-convened general meeting, a *reduced quorum* means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2),



part 3.1, schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a *standard quorum* for the motion (see above) nor a *reduced quorum* (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a *reduced quorum* made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also *reduced quorum decisions* (UTMA s 3.9 (6) (a), part 3.1, schedule 3).



B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



VANTAGE STRATA

BUILDING A TRUST

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF UP 4796 'THE MARK & PROVENANCE FOUNDERS LANE' 2 Batman Street, BRADDON, ACT, 2612

Venue: 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

Date: Wednesday, 7 February 2024

Time: 05:30 PM

Present:

Venkatesh P Krishnamurthy & (Lot 84)	Owner present
Viragini Venkatesh	
Jun Ma	(Lot 85) Proxy present
Andrew Langler & Casey- (Lot 94)	Owner present
Anne Langler	
Jun Ma	(Lot 117) Proxy present
Melizza Chua	(Lot 125) Owner present
Jun Ma	(Lot 154) Proxy present
Anthony Paul Ruggeri & (Lot 173)	Owner present
Diana Mary Xirakis	
Robert Alan Enright & Megan (Lot 180)	Owner present
Christabel Enright	
The Whiting Family Co ATF (Lot 181)	Owner present
The Whiting Property Trust	
Andrew P Mackey	(Lot 185) Owner present
Hailey Rae Musgrove	(Lot 193) Owner present
Shelley Christine Cooper	(Lot 194) Proxy present
Denisse & Gerard Yvanovich (Lot 214)	Owner present
Shelley Christine Cooper	(Lot 215) Owner present
John K Heaney	(Lot 235) Owner present
Rod Lambert & Anne Cahill (Lot 236)	Owner present
Lambert	
Jun Ma	(Lot 237) Proxy present
Yuwei Chen	(Lot 249) Owner present
Rashmi Sindhu Chary (non-financial) (Lot 250)	Owner present
Vana Tark	(Lot 254) Owner present
N L Do	(Lot 257) Owner present
Shelley Christine Cooper	(Lot 259) Proxy present



Jun Ma

(Lot 263) Owner present



Jun Ma	(Lot 264) Proxy present
Elizabeth R Edwards & Deborah J Mackney	(Lot 279) Owner present
Warwick Michael Vance & Kerry Joy Cambridge	(Lot 280) Owner present
Xinwen He	(Lot 286) Owner present
David Lloyd Hickman & Susan Jane Mickleburgh	(Lot 313) Owner present
Vaishali B Dave & Parth Shah	(Lot 336) Owner present
Vaishali B Dave & Parth Shah	(Lot 337) Owner present
Lyrstakis atf Berkely Superannuation Fund	(Lot 347) Owner present
Berkely Holdings Pty Ltd	(Lot 348) Owner present
Sim Fam 2 Pty Ltd	(Lot 351) Owner present

Chairperson: Shelley Christine Cooper

Additional Attendees: Tiarna Stekovic, Vantage Strata

Apologies:

Proxies:

Proxy Name: Jun Ma	(Lot 85) Yuxin Huang
Proxy Name: Jun Ma	(Lot 117) Zhaoxi Wang
Proxy Name: Jun Ma	(Lot 154) Yanyi Huang
Proxy Name: Shelley Christine Cooper	(Lot 194) John B Vild
Proxy Name: Jun Ma	(Lot 237) Min Xie
Proxy Name: Shelley Christine Cooper	(Lot 259) K A Haggstrom & B Haggstrom
Proxy Name: Jun Ma	(Lot 264) Yanchao Chen

Absentee Votes:

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:

Confirmation of Chairperson. Acceptance of proxies and apologies.

CHAIRPERSONS REPORT 2023

Motion 2:

The Chairperson's Report was noted for discussion.

ADOPTION OF MINUTES

Motion 3 Ordinary Resolution:

It was Resolved that the minutes of the previous General Meeting be confirmed.

Refer to GM of 27/11/23.

Carried

INSURANCE

Motion 4 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.*

Carried

AUDITED FINANCIALS 2023 (Adoption)

Motion 5 Ordinary Resolution:

It was Resolved that the Owners Corporation adopt the audited financials and audit report for the financial period ended 31st of December 2023

Note - The auditors report re the 2023 financials was sent to all owners on 22 January 2024.

Carried

AUDITED FINANCIALS 2024

Motion 6 Ordinary Resolution:



It was Resolved that upon conclusion of the current financial year, the Owners Corporation authorise the Managing Agent 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

DEFECTS EXPENSES BUDGET ITEM

Motion 7 Ordinary Resolution:

It was Resolved that the Owners Corporation resolves to include a line item in the 2024 budget for legal and related expenses of \$40,000.00 (excluding GST) in connection with the implementation of the Phase 1 and Phase 2 Settlement Deeds concerning building defects in the Mark and Provenance.

Carried

LEGAL COSTS – ENERGY AGREEMENTS

Motion 8 Ordinary Resolution:

It was Resolved that the Owners Corporation approve the decision of the Executive Committee to approve legal costs for Proctor Legal as per below regarding the embedded network –

1. To act on behalf of The Owners – UP 4796 in negotiating outcome with OC Energy in relation to reducing the requested infrastructure sum to nil, or a lesser amount.

Estimated cost \$8,000.00 - \$15,000.00 plus GST plus disbursements.

2. To negotiate recommended amendments with Energy Locals in relation to new embedded network agreement including the drafting of an appropriate rule in relation to required special privilege right rules and attendant motions that can also be used for Skycell with minor modification.

Estimated cost \$2,500.00 - \$5,000.00 plus GST plus disbursements.

Note: this motion includes the following amendments approved by the Owners Corporation at this meeting to the motion in the agenda papers:

- . addition of the words "the decision of the Executive Committee to approve" after "That the Owners Corporation approve";
- . addition of the words "can also be used for Skycell with minor modification." to the end of point 2.

Carried

ADMIN FUND EXPENDITURE BUDGET

Motion 9 Ordinary Resolution:

It was Resolved that the Administration Fund expenditure budget of \$1,134,575.00 plus GST for the period 1st of January 2024 to 31st of December 2024 be adopted.

Carried

Note: The Owners Corporation of UP4796 agreed to amend the proposed budget to add an additional \$20,000 for negotiating/finalising Energy Agreements.

ADMIN FUND CONTRIBUTION

Motion 10 Ordinary Resolution:



It was Resolved that a contribution be determined to the Administration Fund equal to the sum of \$1,134,575.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 7th of March 2024, 12th of May 2024, 12th of August 2024 and 12th of November 2024.

Carried

Note: The Owners Corporation agreed to amend the Admin Fund Contribution to \$1,134,575.00 plus GST as per Motion 9.

ADMIN FUND CONTRIBUTION & EXPENDITURE - GREASE TRAP CLEANING

Motion 11 Ordinary Resolution:



It was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for Grease Trap cleaning for units 335, 342, 340, 339, 349 in the Mark to the amount of \$5,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget due on the 7th of March 2024, 12th of May 24, 12th August 2024 and 12th November 2024.

Carried

ADMIN FUND CONTRIBUTION & EXPENDITURE - COMMERCIAL UNITS LEVEL ONE

Motion 12 Special Resolution:

It Was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit Service Schedule budget to undertake additional bathroom cleaning for commercial units on level one in the Mark units i.e. 102,103,104,105,106,107 and 108 to the amount of \$10,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget, to be contributed by those lot units in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023.

Carried

ADMIN FUND CONTRIBUTION & EXPENDITURE - COMMERCIAL UNITS THE MARK

Motion 13 Ordinary Resolution:

It was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for sanitary bins for all commercial units in the Mark to the amount of \$6,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget due on the 7th of March 2024, 12 of May 2024, 12th of August 2024 and 12th of November 2024.

Carried

SINKING FUND CONTRIBUTION

Motion 14 Ordinary Resolution:

The Sinking Fund Report dated 1st of January 2021 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$230,660.00 plus GST.

It was Resolved that a contribution of \$230,660.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of January 2024 to 31st of December 2024 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 7th of March 2024, 12th of May 2024, 12th of August 2024 and 12th of November 2024.

Sinking Fund Report

Dated: 1st of January 2021
Prepared By: QIA Group Pty Ltd
Date To Be Reviewed: 1st of January 2024

Carried

SINKING FUND EXPENDITURE BUDGET

Motion 15 Ordinary Resolution:



That the Sinking Fund expenditure budget of \$123,922.00 including GST for the period 1st of January 2024 to 31st of December 2024 be adopted.

Note: This budget reflects potential expenditure identified from the sinking fund plan.



Carried

SINKING FUND PLAN - (Updated)

Motion 16 Ordinary Resolution:

It was Resolved that the Owners Corporation authorises the Managing Agent to obtain an updated Sinking Fund Plan from QIA Group at a cost of \$2,536.00 (incl. GST) which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.

Sinking Fund Report

Dated: 1st of January 2021
Prepared By: QIA Group Pty Ltd
Date To Be Reviewed: 1st of January 2024

Carried

DEFECTS - AMENDMENT TO CLAUSE 3.2 OF THE DEED OF SETTLEMENT

Motion 17 Ordinary Resolution:

It was Resolved that the Owners Corporation resolves to approve the decision of the Executive Committee (EC) to agree to an amendment to clause 3.2 of the Deed of Settlement - Phase 1 deed in relation to the timing of the response from Altair/Chase re the Owners Corporation's alleged defects, to delay the response date by approximately 2.5 weeks to 29 February 2024.

Note: it was noted that a General Meeting will be called to consider a further request for an extension of time by Altair/Chase.

Carried

DEFECTS LEVY 2023 - EXPENSES

Motion 18 Ordinary Resolution:

It was Resolved that the Owners Corporation of UP4796 approve Executive Committee expenditure outside of the special levy using the contingency apportioned monies of \$7,264.89 for the legal advice and support by Sparke Helmore Lawyers in relation to the proceedings against Chase Building Group (Canberra) Pty Ltd (Chase), and other expenses associated with administration of the Deeds, in relation to building defects in UP 4796.

Note: The Owners Corporation approved revised expenditure from \$5,824.89 up to \$7,264.89.

Carried

FIRE SAFETY REVIEW



Item 19:

It was noted that 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: 23rd of June 2023
Prepared By: 360 Degree Fire

MAINTENANCE PLAN (Review)

Motion 20 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.

Carried

INSURANCE (Alternative Rule)

Motion 21 Special Resolution:



It was Resolved that, the Owners Corporation resolves by Special Resolution to:-

- a) accept, adopt and adhere to the following 'Insurance Rules' as part of the rules of the Owners Corporation.*
- b) add the alternative rules to the existing consolidated registered set of rules (refer to motion above and copy of rules attached).*
- c) register the updated set of consolidated rules with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011.*
- c) accept that the updated Owners Corporation rules will supersede and replace all other rules previously in force.*

Insurance

- (a) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.**
- (b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.**

Insurance Premiums – Obligation of Owners

- (a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.**
- (b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.**

Owner Liable

- (a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.**
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.**
- (c) In the event an Owner or Occupier in breach of these rules or by wilful or negligent act or omission has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand.**

Carried



Note: The Owners Corporation agreed to amend the motion to replace the word "deliberate" in (c) with "willful or negligent".

It was noted that the key provisions in the Rule reflect provisions in the UTMA 2011 and the Rule is intended to draw owners' attention to this issue.

CONTRACTS AND SERVICE AGREEMENTS

Motion 22 Ordinary Resolution:

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.

Carried

EXECUTIVE COMMITTEE (Election)

Motion 23 Special Resolution:

It was noted that 8 nominations were received by the due date in line with the agenda of 48 hours prior to the meeting. These were representative of both buildings (The Mark and Provenance) and the commercial units. A further 3 nominations were received on the day of the meeting/ during the meeting - D. Yvanovich (Lot 214), J. Heaney (Lot 235) and V. Tark (Lot 254) from Provenance building. The following motion was put to the meeting re the extra 3 nominations: *That the Owners Corporation accept the additional 3 nominations.*

Not Carried

- A. *It was Resolved that the Owners Corporation by Special Resolution elects an Executive Committee of 8 members from the 8 nominations of eligible members received 48 hours prior to the meeting, as follows:*

Carried

T. Ruggeri (Lot 173)
R. Enright (Lot 180)
A. Mackay (185)
S. Cooper (Lot 215)
J. Ma (Lot 263)
W. Vance (Lot 280)
P. Shah (Lot 336)
Lyristakis atf Berkely Superannuation Fund (Lot 347)



DELEGATIONS AND APPOINTMENTS

Item 24:

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.

DEFECTS

Motion 25:

It was noted that if owners had specific questions re the 2 deeds that they could provide these to the Executive Committee for consideration by our lawyers as appropriate. Final copies of the deeds can be obtained from the Strata Manager.

CONTRACTS

Motion 26:

No maintenance contracts were noted coming up for renewal.

GENERAL BUSINESS

Item 27: No items were put forward prior to the meeting.

Two items were raised at the meeting:

Additional fees charged for the work undertaken by the Building Manager that is not part of his agreement.

Unapproved structures in the basement (EC matter).

It was brought up for discussion to create the concept of interest groups on particular topics to be set up to work with the Executive Committee

Outgoing members of the Executive Committee (Anne Cahill Lambert, Vana Tark, John Vild, Denisse Yvanovich) were thanked for their contributions.

MEETING CLOSURE

There being no further business the meeting formally closed at **08:31 PM**.



VANTAGE STRATA BUILDING A TRUST

UP 4796

THE MARK AND PROVENANCE

2 Batman Street, BRADDON, ACT 2612

OWNERS CORPORATION RULES

Rules UP4796

1. Definitions—Default Rules

1) In these rules:

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

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

3) In these rules, **unit** includes balconies, carspaces and storage cages.

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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

4. Erections and alterations

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

a) in accordance with the express permission of Executive Committee; and

b) in accordance with the requirements of any applicable territory law

(for example, a law requiring development approval to be obtained for the erection or alteration).



Examples—permission not unreasonably withheld:

- safety considerations
- structural considerations

Example—permission unreasonably withheld:

- external appearance of a unit or the units plan



5. Pets in units

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

6. Assistance animals

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

7. Use of common property

- 1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 2) Specifically, a unit owner must not:
 - a) store any items on the common property;
 - b) obstruct the common property;
 - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) 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.

8. Hazardous use of unit

- 1) A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

9. Use of unit—nuisance or annoyance

- 1) A unit owner must not use the unit, or permit it to be used, in a way that causes a



- 3) Permission may be given subject to stated conditions.
- 4) Permission may be withdrawn by special resolution of the owners corporation.



10. Noise

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

11. Illegal use of unit

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

12. What may an executive committee representative do?

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

Executive Committee Representative means a person authorised, in writing, by the executive committee under rule 12 (4).

13. Parking of vehicles/use of vehicle

- 1) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
 - a) permission may be given subject to stated conditions; and
 - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or



subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.



14. Smoking

- 1) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance on common property.
- 2) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier or visitor in another unit.

15. Storage

To ensure compliance with fire standard AS2118.1 1999 in relation to sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers

Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) (a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall at all times be accessible to water discharged from the sprinklers.

16. Security of the common property

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.
- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
 - a) Ensure fire and security doors are locked or closed when they are not in use
 - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

17. Commercial Units

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 5) Rules in this section are not to the exclusion of any other Rule

18. Insurance



(b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

Insurance Premiums – Obligation of Owners

(a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.

(b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

Owner Liable:

(a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.

(b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

(c) In the event an Owner or Occupier in breach of these rules, by a wilful or negligent act or omission or a breach of the owners corporation's rules by a member of the owners corporation or an occupier of a member's unit, has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand





Access
Canberra.



SR\$3071512

14/04/2021 10:41:42 Mon
ID TITLES
CANBERRA
Directorate

3071512

LUTION
BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Vantage Strata	info@vantagestrata.com.au	1800 878 728

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439:70	BRADDOON	62	1	4796

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

Owners corporation rules to be amended in accordance with the decision made at the AGM held on 18/01/21 and resolved by the Owners Corporation.

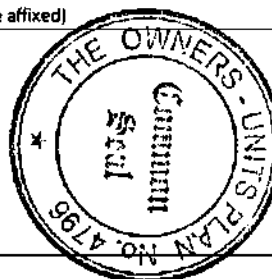
SUPPORTING DOCUMENTATION

(Please tick appropriate item – Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution/Motion
☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

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

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

Signed By:

<Name of certifying party> Daniel Leskovec
<Capacity of certifying party> Strata Manager

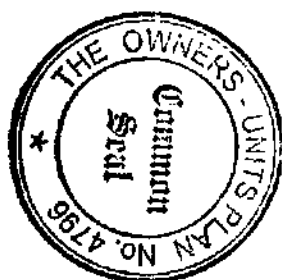
for: Vantage Strata Pty Ltd
on behalf of the Registered Proprietor/Managing Agent

Riley Black

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	EB	Evidence Manager Appointed	Yes ☐
Registered by	W	Registration Date	15-6-2021

x1 UOI sighted category 2
 Aff Spencer 15-6-21



**MINUTES OF THE ANNUAL GENERAL MEETING OF
THE OWNERS UNITS PLAN NO. UP 4796**

'THE MARK & PROVENANCE'

**2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG STREET NORTH, BRADDON,
ACT 2612**

Venue: Gorman Art Centre
55 Ainslie Avenue, Braddon, ACT, 2612

Date: 18 January 2021

Time: 05:30PM

Present:

A Nov	(Lot 21)	D & G Yvanovich	(Lot 214)
H Cui	(Lot 34)	S Cooper	(Lot 215)
K Dunne	(Lot 109)	F Choudhury	(Lot 231)
J Olsen	(Lot 128)	V Mohammed	(Lot 254)
A Ruggeri &		K & B Haggstrom	(Lot 259)
D Xiarkis	(Lot 173)	E Edwards	(Lot 279)
A Whiting	(Lot 181)	W Vance &	
A Mackery	(Lot 185)	K Cambridge	(Lot 280)
B & D Carlsund	(Lot 195)	X He	(Lot 286)
L Evans	(Lot 209)		

Guests: J Critchley-Evans (Lot 69) M & A McGhehey (Lot 228)
S Sort (Lot 109) M Ritchie (Lot 209)
A St John-Brown (Lot 194)

Proxy Votes: No proxies were received

Absentee Votes: L Dawel Lot 197 IFO motions 1 – 9 against motion 10

In Attendance: Daniel Leskovec, Senior Strata Manager (Vantage Strata)
Danielle Close (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.*



CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that S Cooper chair the meeting, the proxy and apology from L Dawel was accepted. Noting the reduced quorum, the meeting was formally opened for voting at 6:00pm.

ADOPTION OF MINUTES

MOTION 1: *It was **resolved** that the minutes of the Previous Annual General Meeting be confirmed.*

CARRIED.

INSURANCE

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

Insurance Company / Policy Number	Strata Unit Underwriters / 0658039816
Renewal Date	04/10/2021
Building Sum Insured	\$108,070,000.00
Public Liability Sum Insured	\$20,000,000.00
Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	EXCESSES as per policy wording except: Basic Excess – all claims \$1,000

MOTION 2: *It was **resolved** by Special Resolution 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.*

CARRIED.

(No Dissent Noted)





FINANCES

MOTION 3: *It was resolved that the financial accounts for the period from 19 December 2019 to 18 December 2020 be accepted as presented.*

CARRIED.

AUDITED FINANCIALS

D Leskovec advised the meeting that under the recent changes to the Unit Titles (Management) Act 2011, Units Plan 4796 is required to have their annual financial statements audited.

MOTION 4: *It was resolved that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited with a view to having the audited financials presented at the next Annual General Meeting for consideration.*

CARRIED.

SINKING FUND REPORT

The Sinking Fund Report prepared by QIA Group on 24th November 2020 was briefly discussed, D Leskovec advised A copy of the report can be found in the Library on the BuildingLink portal.

MOTION 5: *It was resolved that the Owners Corporation adopt the Sinking Fund Report prepared by QIA Group dated 24th November 2020.*

CARRIED.

MAINTENANCE

MAINTENANCE SCHEDULE

As per recent changes to the Unit Titles (Management) Act 2011, It is a requirement that the Owners Corporation obtain a maintenance schedule.

MOTION 6: *It was resolved that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to undertake a maintenance schedule report as required under the Unit Titles (Management) Act 2011.*

CARRIED.

DEFECTS

No members present at the meeting raised concern with the defect report obtained from **XYZ Build Pty Limited**. If owners wish to review the report at a later date, the Manager advised a copy of the report can be found in the Library on the BuildingLink portal.

FIRE SAFETY REVIEW

In line with the recent changes to the Unit Titles (Management) Act 2011, D Leskovec advised it is a requirement that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

As part of their fire contract, 360 Degree Fire will provide the Managing Agent with an **Annual Fire Safety Certificate** each year.

A copy of the current Annual Fire Safety Certificate was distributed to all owners in the AGM notice and is available on BuildingLink.

BUDGET DISCUSSION

ADMINISTRATION FUND

While discussing the upcoming Administration Fund budget Owners queried if the management fees invoiced by Vantage Strata could be invoiced quarterly in line with the levy collections rather than the current arrangement of 6 monthly invoices. D Leskovec to investigate and report back to the incoming Executive Committee.

MOTION 7: It was *resolved* that the Administration Fund budget of \$1,028,060.00 (including GST) for the period 19 December 2020 to 18 December 2021 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 11 February 2021, 19 March 2021, 19 June 2021 and 19 September 2021.

CARRIED.



SINKING FUND CONTRIBUTION

The Sinking Fund Report dated 24th November 2020 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$232,195.70 (including GST).

MOTION 8: *It was resolved that a contribution of \$232,195.70 (including GST) as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 19 December 2020 to 18 December 2021, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 11 February 2021, 19 March 2021, 19 June 2021 and 19 September 2021.*

CARRIED.

EXECUTIVE COMMITTEE ELECTION

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

The following nominations were received from eligible members of the Owners Corporation:

J OLSEN	(LOT 128)	V MOHAMMED	(LOT 254)
T RUGGERI	(LOT 173)	K HAGGSTROM	(LOT 259)
A MACKEY	(LOT 185)	W VANCE	(LOT 280)
J VILD	(LOT 194)	M LYRISTAKIS	(LOT G14)
L DAWEL	(LOT 197)	W LYRISTAKIS	(LOT G15)
S COOPER	(LOT 215)		

MOTION 9: *It was resolved by Special Resolution that the Owners elect more than seven (7) eligible members from nominations presented at the Annual General Meeting held on 18th January 2021 to form the Executive Committee. The following 11 members were elected to form the Executive Committee of Units Plan 4796:*

J OLSEN	(LOT 128)	V MOHAMMED	(LOT 254)
T RUGGERI	(LOT 173)	K HAGGSTROM	(LOT 259)
A MACKEY	(LOT 185)	W VANCE	(LOT 280)
J VILD	(LOT 194)	M LYRISTAKIS	(LOT G14)
L DAWEL	(LOT 197)	W LYRISTAKIS	(LOT G15)
S COOPER	(LOT 215)		

CARRIED.

(No Dissent Noted)



RULE AMENDMENT

During the meeting it was proposed that the rule 5 regarding pets (specifically sections b and d) be adjusted to include further amendments. Those amendments were discussed and accepted by those present at the meeting.

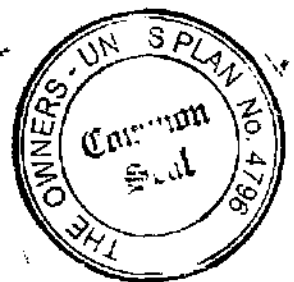
Motion 10 (Amended): *It was resolved that the Owners Corporation agrees by Special Resolution, to replace the Owner's Corporation Rules under Schedule 4 of the Unit Titles (Management) Act 2011 with the following rules to be registered on title by Vantage Strata with Access Canberra:*

Rationale

The current OC Rules were based on the default rules in the UTMA 2011 in operation as of April 2020. On 1 November 2020, new default owners corporation commenced. The changes made to the previous default Rules (new 4(3), new 7 phrase "other than ...rule" and deletion of previous Rules re OC Seal and Recovery of legal fees), reflected changes in the UTMA 2011.

The new proposed OC Rules include the new default rules with the following additions:

- . previous agreed change to Rule 4 to allow EC to give approvals
- . replacement of previously agreed Rule re pets by Rules 5 and 6 (in new default rules) – similar to the previous rule but gives consent to unit owner/occupier to have a pet if the listed conditions are met. In addition pet owners must advise the OC they have a pet in their unit
- . proposed amendments to the default rules including
 - . addition of 7 (2) & (3)
 - . addition of 8 (2)
 - . addition in 10 of the phrase "or within common property"
 - . addition of Rule 13 Parking of vehicles/use of vehicles
 - . addition of Rule 14 re Smoking.



OWNERS CORPORATION RULES – THE MARK AND PROVENANCE

1 Definitions—default rules

(1) In these rules:

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

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



2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

4 Erections and alterations

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

5 Pets in units

- (1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; including ensuring the animal is on a leash or caged, whichever is most appropriate.
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

6 Assistance animals

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

7 Use of common property

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

(2) Specifically, a unit owner must not:

store any items on the common property;

obstruct the common property;

dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose;

or

hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.

(3) 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.

8 Hazardous use of unit

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

(2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

9 Use of unit—nuisance or annoyance

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

(2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.

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

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

10 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit, or within common property, as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.



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

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

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

11 Illegal use of unit

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

12 What may an executive committee representative do?

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

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

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

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

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

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

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

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

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

executive committee representative means a person authorised, in writing, by the executive committee under rule 12 (4).

13 Parking of vehicles/use of vehicle

(1) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.

(2) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.

(3) 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:

permission may be given subject to stated conditions; and

permission may be withdrawn by ordinary resolution of the Executive



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

(5) 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

14 Smoking

(1) 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.

(2) 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.

CARRIED.
(1 opposed)
(0 Abstain)
(16 in Favour)

GENERAL BUSINESS

STRATA MANAGER

D Leskovec advised that the Strata Manager T Stekovic is now on maternity leave and will be away for an extended period of time. Until her return S Bakker has stepped in as the Strata Manager for the building and is now the point of contact. S Bakker was to attend the AGM but couldn't as she was unwell.

CCTV

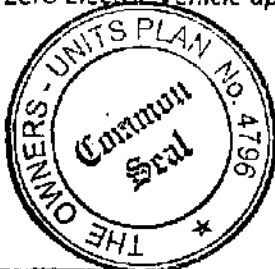
The chairman of the Executive Committee advised in an effort to increase the security at the complex CCTV has been approved to be installed at all main entrances to the building. Should the Owners Corporation wish to expand on security in the future there will be the option to add more cameras in the building.

ELECTRIC VEHICLE CHARGING

The following motion was submitted by a member of the Owners Corporation for consideration at the Annual General Meeting. Following discussion by the meeting it was agreed to accept the motion.

MOTION 11: *It was resolved that the Owners Corporation request the incoming Executive Committee investigate the possibility of introducing electric vehicle charging infrastructure in the Mark / Provenance complex and seek opportunities to take advantage of any financial incentives which may be introduced by the government to support greater Zero Electric Vehicle uptake by businesses and the community sector.*

CARRIED.
(4 Opposed)
(0 Abstain)
(13 in Favour)



CARS PARKING IN THE CAR WASH BAY

Owners noted that the same two vehicles were frequently parking in the car washing bay that is available to residents. After general discussion, the meeting agreed this has stopped since the Building Manager put notices on the vehicles advising that the car wash bay was not to be used as a parking space. Should the issue arise again residents should take a photo and advise either the Strata Manager or the Building Manager so a notice can be issued.

SWIPE AUDIT

A query was raised as to whether the swipe card audit that the Strata Manager had proposed was going ahead or completed. D Leskovec advised that Vantage Strata can certainly undertake an audit of the swipe cards and will investigate what action may have already been taken by Tiarna before proceeding. The Manager is to provide an update to the Executive Committee following investigation.

PHONE RECEPTION BOOSTER

Many owners present expressed concern for the lack of phone reception received while inside the building. It was noted that the lack of reception presents as a safety issue to residents for multiple reasons. Owners advised that the Strata Manager was going to investigate the option of installing phone reception boosters in the building, D Leskovec advised that the Manager will follow this up and provide an update to the Executive Committee.

EXCESS RUBBISH

There were many concerns surrounding waste disposal at the complex. Owners noted the following issues:

- Residents are forcing large items down the chutes causing blockages.
- When the rubbish bins are full residents are leaving the rubbish next to the bin or piling it too high.
- The wrong items are being put in the respective rubbish and recycling bins.

Feedback from those present at the meeting was that the waste signs need to be made with larger font and placed at eye level as they are currently difficult to read. It was further suggested that signs and letters be distributed with pictures and in multiple languages.

D Leskovec advised that Vantage Strata has access to waste signs from Access Canberra that come in a range of languages and images that clearly differentiate what items go in what bin. The Manager to arrange the updated signage to be erected around the building.

In the future the Owners Corporation may consider expanding on the security infrastructure in the building to include more cameras and a swipe reader on the bin room doors for the purpose of identifying residents not disposing their waste correctly. These options to be considered by the incoming Executive Committee.

MEETING CLOSURE

There being no further business the meeting was closed at 6:57PM.



UP 4796

THE MARK AND PROVENANCE

2 Batman Street, BRADDON, ACT 2612

OWNERS CORPORATION RULES

Rules UP4796

1. Definitions—Default Rules

1) In these rules:

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

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

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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

4. Erections and alterations

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

a) in accordance with the express permission of Executive Committee; and

b) in accordance with the requirements of any applicable territory law

(for example, a law requiring development approval to be obtained for the erection or alteration).

2) Permission may be given subject to conditions stated by the Executive Committee in giving permission under (1).

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

Examples—permission not unreasonably withheld:

- safety considerations
- structural considerations

Example—permission unreasonably withheld:

- external appearance of a unit or the units plan



5. Pets in units

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

6. Assistance animals

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

7. Use of common property

- 1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 2) Specifically, a unit owner must not:
 - a) store any items on the common property;
 - b) obstruct the common property;
 - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) 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.

8. 8 Hazardous use of unit

- 1) A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

9. 9 Use of unit—nuisance or annoyance

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



10. Noise

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

11. Illegal use of unit

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

12. What may an executive committee representative do?

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

Executive Committee Representative means a person authorised, in writing, by the executive committee under rule 12 (4).

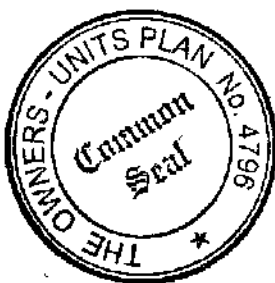
13. Parking of vehicles/use of vehicle

- 1) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- 2) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- 3) 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:
 - a) permission may be given subject to stated conditions; and
 - b) permission may be withdrawn by ordinary resolution of the Executive.
- 4) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 5) 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 recorded to allow entry to the car space.



14. Smoking

- 1) 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.
- 2) 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.





Access
Canberra.

Chief Mini:



SR\$3039129

24/11/2020 14:21:00 Wood

3039129

BY OWNERS CORPORATION

SR

Land Titles Act 1925

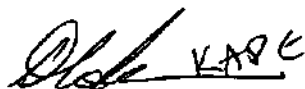
LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
VANTAGE STRATA	info@vantagestrata.com.au	1800878728

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
2439:70	BRADDON	62	1

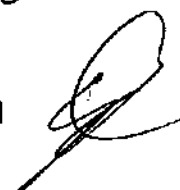
UNITS PLAN NUMBER
4796

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)
THE OWNERS CORPORATION RULES ARE TO BE AMENDED IN ACCORDANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 7 TH OCTOBER 2020 AND RESOLVED BY THE OWNERS CORPORATION

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	

CERTIFICATION *Delete the inapplicable	
Applicant	
<i>OK</i> ~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~ ~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~ *The Certifier has retained the evidence to support this Registry Instrument or Document. *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.	
Signed By: 	Witness Signature: 
<Name of certifying party> Daniel Leskovec	Witness Name and Title: Melissa Coles
<Capacity of certifying party> Strata Manager	Office Manager
for: <Company name> VANTAGE STRATA	
on behalf of the Registered Proprietor/Managing Agent	

VOI signed
EMILY WOOD
Deputy Registrar-General



OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by		Registration Date	

02 DEC 2020

UP4796

THE MARK AND PROVENANCE

2 Batman Street Braddon ACT 2612

Owners Corporation Rules

Rules UP4796

1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the *Executive Committee*; and

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

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

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



5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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



VANTAGE STRATA

BUILDING ▲ TRUST

- 1) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- 2) keep all animals within the unit, except when it is being taken into or out of the unit;
- 3) ensure the animal is caged or on a leash when it is being taken into or out of the unit or traversing common property;
- 4) take all necessary care to ensure that the animal does not urinate, defecate or vomit on the common property; and
- 5) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean any area that has been soiled by the animal (by the animal urinating, defecating or vomiting).



11 Seal of Owners Corporation

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

12 Recovery of Legal Fees

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



13.

Animals

A unit owner/occupier who has a pet animal must:

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 4796

A2 Annual General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 7/10/2020

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 X and attach details to the notice]

Date of decision	Full text of reduced quorum decision
7/10/2020	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.

2

7/10/2020

[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 General Meeting – UP4796 ‘The Mark and Provenance’

Venue: Held virtually via Zoom

Date: Wednesday 7 October, 2020

Time: 17.30 – 18.04

Present

- Warwick Michael Vance & Kerry Joy Cambridge – Unit 322
- Debbie Allan – Unit 708
- Nicolas Carrin – Unit 222
- Kurt & Barbara Haggstorm – Unit 301
- Anthony Paul Ruggeri – Unit 718
- Vana T Mohammed – Unit 218
- The Whiting Family Co ATF The Whiting Property Trust – Unit 902
- Bernice T Go Chu – Unit 525
- Katarzyna Rudzick- Unit 804
- Lalit Buhagiar-Sharma- Unit 319
- Julian Olsen – Unit 604

Apologies

- Shelley Cooper – Unit 101
- Laura Dawell – Unit G03
- Elizabeth Critchley – Unit 407

CHAIRPERSON, PROXIES AND APOLOGIES

Chair: J. Olsen (Unit 604)

Proxy Votes: S. Cooper (Unit 101 to J. Olsen) and E. Critchley (Unit 407 to J. Critchley-Evans (absent))

Absentee Votes: L. Dawell – Unit G03

In Attendance: Tiarna Stekovic (Vantage Strata)

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

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

ADOPTION OF MINUTES

MOTION 1: It was resolved that the minutes of the First Meeting of the Owners Corporation held on 6 July 2020 be confirmed.

UNOFFICIAL



AMENDMENT OF THE OWNERS CORPORATION (DEFAULT) RULES

MOTION 2: It was resolved that the Owners Corporation agrees by Special Resolution, to amend Rule 4 of the Owners Corporation (Default) Rules under Schedule 4 of the Unit Titles Management Act 2011, as follows:

4 Erections and alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - a) in accordance with the express permission of Executive Committee; and
 - b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- 2) Permission may be given subject to conditions stated by the Executive Committee in giving permission under (1).

MOTION 3: It was resolved that the Owners Corporation agrees by Special Resolution, to add a new Rule 12 to the Owners Corporation (Default) Rules under Schedule 4 of the Unit Titles (Management) Act 2011, as follows:

12 Animals

A unit owner/occupier who has a pet animal must:

- 1) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- 2) keep all animals within the unit, except when it is being taken into or out of the unit;
- 3) ensure the animal is caged or on a leash when it is being taken into or out of the unit or traversing common property;
- 4) take all necessary care to ensure that the animal does not urinate, defecate or vomit on the common property; and
- 5) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean any area that has been soiled by the animal (by the animal urinating, defecating or vomiting).

OTHER BUSINESS

- W. Vance & K. Cambridge (Unit 322) noted appreciation for the minutes of the Executive Committee continuing to be uploaded.
- D. Allan (Unit 708) raised that there were noise issues in the apartments below the rooftop from people exercising above. J. Olsen requested that Vantage Strata be contacted if the issue persists. The Executive Committee and Vantage Strata are also working to implement a booking system for the rooftop on Building Link, which should help address this issue.

CLOSURE

There being no further business the meeting was closed at 18.04 PM.





Access
Canberra.

LAND TITLES
ACCESS CANBERRA

Chief



SR\$3237051

04/04/2023 16:28:52 Call S

3237051

IN
IN

1925

SR

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Vantage Strata	PO Box 919 DICKSON ACT 2602	1800-878-728

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2439:70	BRADDON	62	1	4796

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

THE OWNER'S CORPORATION RULES ARE TO BE AMENDED IN ACCORDANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 7th February 2023 AND RESOLVED BY THE OWNERS CORPORATION

SUPPORTING DOCUMENTATION

(Please tick appropriate item - Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
☒ Sealed copy of Resolution/Motion
☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

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

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

Signed By:

Daniel Kade Leskovec
Branch Manager - Employee

Melissa Coles
Office Manager - Employee

for: Vantage Strata
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	AS	Registration Date	18/04/2023

self rep pack sighted cat 1



UP 4796

THE MARK AND PROVENANCE

2 Batman Street, BRADDON, ACT 2612

OWNERS CORPORATION RULES

Rules UP4796

1. Definitions—Default Rules

1) In these rules:

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

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

3) In these rules, **unit** includes balconies, carspaces and storage cages.

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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

4. Erections and alterations

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

a) in accordance with the express permission of Executive Committee; and

b) in accordance with the requirements of any applicable territory law

(for example, a law requiring development approval to be obtained for the erection or alteration).

2) Permission may be given subject to conditions stated by the Executive Committee in giving permission under (1).

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

Examples—permission not unreasonably withheld:

- safety considerations
- structural considerations

Example—permission unreasonably withheld:

- external appearance of a unit or the units plan



5. Pets in units

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

6. Assistance animals

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

7. Use of common property

- 1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 2) Specifically, a unit owner must not:
 - a) store any items on the common property;
 - b) obstruct the common property;
 - c) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - d) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- 3) 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.

8. Hazardous use of unit

- 1) A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.
- 2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

9. Use of unit—nuisance or annoyance

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



10. Noise

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

11. Illegal use of unit

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

12. What may an executive committee representative do?

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

Executive Committee Representative means a person authorised, in writing, by the executive committee under rule 12 (4).

13. Parking of vehicles/use of vehicle

- 1) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
 - a) permission may be given subject to stated conditions; and
 - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) 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.



14. Smoking

- 1) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance on common property.
- 2) A unit owner must not smoke or vape any substance, or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier or visitor in another unit.

15. Storage

To ensure compliance with fire standard AS2118.1 1999 in relation to sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers

Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) (a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall at all times be accessible to water discharged from the sprinklers.

16. Security of the common property

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.
- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
 - a) Ensure fire and security doors are locked or closed when they are not in use
 - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

17. Commercial Units

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 5) Rules in this section are not to the exclusion of any other Rule



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 4796

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 7/02/ 2023

Tick applicable box, or both boxes if applicable:

X 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).

**O Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
7/02/2023	As per attached

A4 Owners corporation declaration

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

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A **reduced quorum decision** is a decision of a general meeting of the owners corporation made while a quorum (a **reduced quorum**) smaller than a **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (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' UNITS PLAN NO. UP 4796
'THE MARK & PROVENANCE'**

**2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG STREET NORTH, BRADDON,
ACT 2612**

Venue: Zoom Teleconference
Date: Tuesday 7th, February 2023
Time: 6.00pm

Attendees:

M CHU (LOT125)	J VILD (LOT 194)
J OLSEN (LOT 128)	K & B HAGGSTROM (LOT 259)
A MACKEY (LOT 185)	L LEE (LOT 209)
A RUGGERI (LOT 173)	R LAMBERT & A CAHILL LAMBERT (LOT 236)
D & G YVANOVIC (LOT 214)	R CHARY (LOT 250)
H MUSGROVE (LOT 193)	K LEE & B CHU (LOT 121)
J & M MCGAHE (LOT228)	S COOPER (LOT 215)
J CRITCHLEY BEHALF OF E CRITCHLEY (LOT 69)	V TARK (LOT 254)
J KEANEY (LOT 235)	W. VANCE & K. CAMBRIDGE (LOT 280)
J MA (LOT 263)	
J SIMPSON (LOT 351)	

Proxies: Elizabeth J Critchley (LOT 69) to Josh Critchley
Lachlan John Vild (LOT 179) to John B Vild (LOT 179)

Absentee's: D N & A E Trowbridge (LOT 145) '

Apologies: D N & A E Trowbridge

In Attendance: T. Stekovic- Strata Manager
R. Low – Admin Support

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

It was resolved that S Cooper be noted as Chairperson for the purpose of the meeting. Noting a reduced quorum, the meeting officially opened at 6:00pm. Proxies and apologies are noted above.

CHAIRPERSON REPORT

The Chairperson noted key issues in the report. A Cahill-Lambert, V. Tark and D Yvanovic requested that their disagreement with the sentence "As has been reiterated on a number of occasions it was never the intention to actively prosecute the claim" be recorded. For clarification, the Chairperson notes the following words could have been added to that sentence "unless an out-of-court settlement is not reached".

ADOPTION OF MINUTES

MOTION 1: That the minutes of the Previous General Meeting on 5th July 2022 be confirmed.

CARRIED

INSURANCE

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

Insurance Company / Policy Number	Strata Unit Underwriters / 0658039816
Renewal Date	04/10/2023
Building Sum Insured	\$135,000,000.00
Public Liability Sum Insured	\$20,000,000.00
Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	Excesses:



VANTAGE STRATA

BUILDING & TRUST

	Section 1 \$ 20,000 bursting, leaking, discharging, or overflowing of pipes and/or apparatus and any resultant damage. Section 1 \$ 20,000 all water damage claims Section 1 \$ 2,500 all other claims + as per policy wording Section 2 \$ 2,500 all claims Section 3 \$ 2,500 all claims Section 11 \$ 2,500 all claims

Insurance Valuation

Dated: 16th January 2023
Prepared By: QIA Group Pty Ltd
Recommended Insurance Value: \$175,340,000

MOTION 2 (Special Resolution): (Amended) That the Owners Corporation accept the insurance valuation of \$175,340,000 dated 16th January 2023 and increase insurance coverage to that amount and authorise the executive committee by special resolution.

- 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.

It was agreed that the strata manager circulates information on insurance commission received to all owners

Note: Insurance commissions received by vantage to date are as follows:

2020-2021 - \$10,086.62 + GST

2021-2022 - \$12,257.13 + GST

2022-2023 - \$14,634.30 + GST



(0% Opposed)
(0% Abstain)
(100% in Favour)

CARRIED

FINANCES

MOTION 3: That the financial accounts for the period 19/12/2021- 18/12/2022 as presented be accepted.

CARRIED

MOTION 3a: That the Audited financial accounts for the period 19/12/2020- 18/12/2021 as presented be accepted.

CARRIED

AUDITED FINANCIALS

MOTION 4:(Amended) That upon conclusion of the current financial year, the Owners Corporation authorise the Executive Committee 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

CHANGE OF FINANCIAL YEAR

MOTION 5: That the Owners Corporation agree to change the financial year for Units Plan 4796 to align with the calendar year so that it ends on 31 December not 18 December.

CARRIED

SPECIAL PRIVILEGE COMMERCIAL UNITS

Motion 6: (Amended) That the Owners Corporation of UP4796 by Special Resolution adopt a Unit Service Schedule budget to undertake additional bathroom cleaning for commercial units on level one in the Mark units ie 102,103,104,105,106,107 and 108 to the amount of \$10,000 plus GST for the period 19/12/2022 – 31/12/2023 and that a contribution be determined to the Administration Fund equal to that budget, to be contributed by those lot units in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023.

CARRIED

Motion 6a: (Amended) That the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for sanitary bins for all commercial units in the Mark to the amount of \$5000 plus GST for the period 19/12/2022 – 31/12/2023 and that a contribution be determined to the Administration Fund equal to that budget



, to be contributed by all commercial unit owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023

CARRIED

BUDGET DISCUSSION

ADMINISTRATION FUND

MOTION 7: (Amended) That the Administration Fund budget of \$1,048,884.00 plus GST for the period 19th December 2022 – 31st December 2023 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget plus GST to be contributed by owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023

It was also agreed that the item "parcel lockers" in the proposed budget be deleted and the amount (\$40,000) be included in the "Contingency" item.

CARRIED

SINKING FUND CONTRIBUTION

MOTION 8: That a contribution of \$223,942.00 plus GST as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period 19th December 2022 – 31st December 2023 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023, and 12th November 2023

Sinking Fund Report

Dated: 24 November 2020
Prepared By: QIA Group Pty Ltd
Date to Be Reviewed: November 2025

CARRIED

DEFECTS PROJECT

MOTION 9: That the Owners Corporation (OC) approve Executive Committee expenditure of \$ \$43,266. from August to December 2022 for the legal advice and support by Sparke Helmore Lawyers in relation to the proceedings against Chase Building Group (Canberra) Pty Ltd (Chase) in relation to building defects in UP 4796 (OC).

CARRIED

MOTION 10: That the Owners Corporation note the actions taken by the Executive Committee (EC) on the owner's behalf in relation to the proceedings against Chase (refer Motion 9 above) since July 2022 and agree that



the EC continue to seek settlement of the case which may include agreeing in principle to a settlement deed which must then be put to the OC at a GM for approval.

CARRIED

MOTION 11: That the Owners Corporation accept the terms of a Deed of Settlement contained in a letter dated (insert date) from (insert Lawyers names).

DEFERRED

MOTION 12: That the Owners Corporation resolve by Special Resolution to change the purpose of the Special Levy resolved to be raised at a General Meeting on 5 July 2022 to cover costs associated with the execution of the Deed of Settlement.

DEFERRED

MOTION 13 AMENDMENT OF PREVIOUS SPECIAL RESOLUTION (Special Levy): That the Owners Corporation of UP4796 resolves by Special Resolution to collect the special levy agreed to at the General Meeting held on 5 July 2022 of \$100,000 plus GST to cover the currently estimated costs of the court proceedings up to final hearing if the claim needs to be served, as well as any other expert reports such as an acoustic engineers report. The contribution is to be raised to a special purpose fund equal to the sum of the special levy plus GST, to be paid in accordance with unit entitlements, payable in 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023

(5% Opposed)

(0% Abstain)

(95% in Favour)

CARRIED

EXECUTIVE COMMITTEE ELECTION

MOTION 14: That the Owners Corporation Owners by Special Resolution elects an Executive Committee (7 or more) members from nominations of eligible members including the following 10 (all who nominated).

A RUGGERI (LOT 173)

J VILD (LOT 179)

A MACKEY (LOT 185)

D YVANOVIC (LOT 214)

S COOPER (LOT 215)

A CAHILL LAMBERT (LOT 236)

V TARK (LOT 254)

J MA (LOT 263)

W VANCE (LOT 280)

B. LYRISTAKIS (LOT 347)

CARRIED



CONTRACTS AND SERVICE AGREEMENTS

MOTION 15: That the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.

CARRIED

RULE AMENDMENTS

Note: It was agreed that the proposed changes to the "Owner's Corporation Rules" will be individually voted on. The new proposed OC Rules includes existing rules with the following additions:

Motion 16: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by amending the existing Rule 13 as follows
(Changes/additions shown in yellow:

Parking of vehicles/use of vehicle.

- 1) A unit owner must not park, stand, or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand, or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
 - a) permission may be given subject to stated conditions; and
 - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) 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.

CARRIED.
(5% Opposed)
(0% Abstain)
(95% in Favour)

Motion 16a: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by amending the existing Rule 14 as follows (Changes/additions shown in yellow:



Smoking

1. A unit owner must not smoke or vape any substance or permit an occupier of their unit or a visitor to smoke any substance on common property.
2. A unit owner must not smoke or vape any substance or permit an occupier of their unit or a visitor to smoke or vape any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier, or visitor in another unit.

CARRIED.
(5% Opposed)
(5% Abstain)
(90% in Favour)

Motion 16b: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

Balconies

A unit owner must not do the following, or permit the following to be done, in relation to the balconies that are part of their unit:

1. place screening, frosting etc. onto balcony railings/balustrades.
2. drape rugs, mats, sheets, blankets, clothing, or other items over balcony railings/ balustrades.
3. rest pot plants, ornaments, candles, or other items on top of balcony walls.

FAILED
(30% Opposed)
(0% Abstain)
(70% in Favour)

Motion 16c: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

Storage Cages

To ensure compliance with Australian Standard AS2118.1 1999 re the operation of sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) (a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall always be accessible to water discharged from the sprinklers.

CARRIED
(5% Opposed)
(0% Abstain)
(95% in Favour)



Motion 16d: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

Security of the common property

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.

CARRIED.
(25% Opposed)
(5% Abstain)
(70% in Favour)

- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
 - a) Ensure fire and security doors are locked or closed when they are not in use.
 - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

CARRIED.
(10% Opposed)
(0% Abstain)
(90% in Favour)

Motion 16e: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

Commercial Units

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 4) Rules in this section are not to the exclusion of any other Rule.

CARRIED.
(0% Opposed)
(0% Abstain)
(100% in Favour)



GENERAL BUSINESS

There being no further business the meeting was closed at 8:15PM.





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	178	Block	1	Section	62	Suburb	BRADDON

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: 81521	()	(X)
(N/A ex-Government House) ☐		
Dated: 11-DEC-19		
4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)	
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)	
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)	
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)	
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)	
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)	
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)	

Applicant's Name :

Info Track

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

260292 - 186946223

Date: 23-FEB-26 15:43:34



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

23-FEB-2026 15:43

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

BRADDON Section 62/Block 1/Unit 178

Building Class: A

Area(m2): 9,707.6

Unimproved Value: \$22,400,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202443512 **Lodged** 04-MAR-25 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Partial demolitions of existing tenancy to level 1, additions to level 1 including 10 new tenancies, services and amenities, external balconies and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	62	1-1	352

-- Involved Parties -----

Role	Name
Lessee	Altair No. 1 Pty Ltd
Applicant	Jwland Development Pty Ltd
Representor	Davies, Stephen

-- Activities -----

Activity Name	Status
Standard	Approved

Application DA202342612 **Lodged** 21-FEB-24 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023-PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - alterations and additions to office unit in the existing building, construction of new mezzanine level for office space and associated works. Lease variation to allow increase of total gross floor area and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	62	1-1	339

-- Involved Parties -----

Role	Name
Lessee	Kwok-Fai Yip
Lessee	Rolling Big Pty Ltd
Applicant	Hyperspace Designs Pty Ltd

-- Activities -----

Activity Name	Status
Standard	Approval Conditional

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



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

23-FEB-2026 15:43

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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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>

Sect	Blk	DA No.	Description	Overlay Policy	Status
53	1	202442933	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - partial demolition of the existing buildings and shed, new arts centre, ancillary café, waste enclosure and facilities store, landscaping and associated works.	Approval Conditional	14-NOV-24

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023



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23-FEB-2026 15:43

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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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 ----

Owner Ledger

Start Date: 01/02/2024

End Date: 29/02/2028

Owners: One only

The Owners of Units Plan 4796

Provenance/The Mark, 47 Currong Street, BRADDON ACT 2612

Lot 178 Unit 804 Katarzyna & Waldemar Rudzik

UE / AE: 330.00 / 100,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	05/03/2025	Once-off	Lot 178: Issue: 1 x remote @ \$137.50 each - Requested by Katarzyna Rudzik - Owner	137.50	137.50	0.00	0.00	0.00		Owner Invoice	Normal	None
2	12/03/2025	Quarterly	Quarterly Admin/Sinking Levy 19/12/2024 - 18/03/2025	1,124.10	1,124.10	128.45	128.45	0.00	0.00%	Standard	Normal	None
3	21/03/2025	Once-off	Lot 178: Issue: 1 x swipe @ \$87.50 each & 1 x remote @ \$137.50 each - Requested by Katarzyna Rudzik - Owner	225.00	225.00	0.00	0.00	0.00		Owner Invoice	Normal	None
4	12/05/2025	Quarterly	Quarterly Admin/Sinking Levy 19/03/2025 - 18/06/2025	1,124.10	1,124.10	128.45	128.45	0.00	0.00%	Standard	Normal	None
5	12/08/2025	Quarterly	Quarterly Admin/Sinking Levy 19/06/2025 - 18/09/2025	1,124.10	1,124.10	128.45	128.45	0.00	0.00%	Standard	Normal	None
6	12/11/2025	Quarterly	Quarterly Admin/Sinking Levy 19/09/2025 - 18/12/2025	1,124.10	1,124.10	128.45	128.45	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Sinking Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
05/02/2025	50	Receipt	Banked		137.50	0.00	0.00	0.00	0.00		137.50		1
21/02/2025	60	Receipt	Banked		225.00	0.00	0.00	0.00	0.00		225.00		3
25/02/2025	69	Receipt	Banked		1,124.10	0.00	128.45	0.00	0.00		1,252.55		2
04/04/2025	438	Receipt	Banked		1,124.10	0.00	128.45	0.00	0.00		1,252.55		4

07/07/2025	845	Receipt	Banked	1,124.10	0.00	128.45	0.00	0.00	1,252.55	5
02/10/2025	1245	Receipt	Banked	1,124.10	0.00	128.45	0.00	0.00	1,252.55	6

Statement of Financial Position - Group

As at 31/01/2026

The Owners of Units Plan 4796

Provenance/The Mark, 47 Currong Street, BRADDON
ACT 2612

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(62,421.03)
Owners Equity--Admin	279,925.77
	<u>217,504.74</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	13.42
Owners Equity--Sinking	861,625.54
	<u>861,638.96</u>
Net owners' funds	<u><u>\$1,079,143.70</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	251,052.51
Prepaid Expenses--Admin	8,616.00
Receivable--Levies--Admin	9,200.86
Receivable--Other--Admin	8,103.70
Receivable--Owners--Admin	1,181.29
	<u>278,154.36</u>
Sinking Fund	
Cash at Bank--Sinking	289,354.71
Investments--Sinking 3	200,000.00
Investments--Sinking 4	200,000.00
Investments--Sinking 5	208,900.00
Investments--Sinking 6	100,000.00
Receivable--Levies--Sinking	1,051.28
	<u>999,305.99</u>
Unallocated Money	
Cash at Bank--Unallocated	13,850.80
	<u>13,850.80</u>
Total assets	<u><u>1,291,311.15</u></u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(1,041.02)
Creditors--Other--Admin	(17,714.71)
	<u>(18,755.73)</u>
Sinking Fund	
Creditor--GST--Sinking	10,898.06
	<u>10,898.06</u>

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

Unallocated Money	
Prepaid Levies--Unallocated	13,850.80
	13,850.80
<i>Total liabilities</i>	5,993.13
Net assets	\$1,285,318.02

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

Commercial Units - Level One**Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	6.08
	<u>6.08</u>

Sinking Fund

Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>

Net owners' funds**\$6.08****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	(9,952.20)
Receivable--Levies--Admin	877.49
	<u>(9,074.71)</u>

Sinking Fund0.00*Total assets*(9,074.71)**Less liabilities****Administrative Fund**

Creditor--GST--Admin	(1,099.66)
	<u>(1,099.66)</u>

Sinking Fund0.00*Total liabilities*(1,099.66)**Net assets****-\$7,975.05**

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

Commercial Units - The Mark**Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	2.21
	<u>2.21</u>

Sinking Fund

Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>

Net owners' funds**\$2.21****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	2,122.38
Receivable--Levies--Admin	121.52
	<u>2,243.90</u>

Sinking Fund0.00*Total assets*2,243.90**Less liabilities****Administrative Fund**

Creditor--GST--Admin	(29.76)
	<u>(29.76)</u>

Sinking Fund0.00*Total liabilities*(29.76)**Net assets****\$2,273.66**

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

Grease Trap Users**Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	7.32
	<u>7.32</u>

Sinking Fund

Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>

Net owners' funds**\$7.32****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	1,505.60
Receivable--Levies--Admin	0.08
	<u>1,505.68</u>

Sinking Fund0.00*Total assets*1,505.68**Less liabilities****Administrative Fund**

Creditor--GST--Admin	90.04
	<u>90.04</u>

Sinking Fund0.00*Total liabilities*90.04**Net assets****\$1,415.64**

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

Unit Titles (Management) Sale Certificate Determination 2024

Unit Title Sale Certificate

Unit Titles (Management) Act 2011

Units Plan No. 4796

Unit no: 178

Unit entitlement: 330 Total unit entitlement: 100000

Unit owner/eligible person: Katarzyna & Waldemar Rudzik/

1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Member	Warwick M Vance Provenance, 322/43 Currong Street North, Braddon ACT 2612
Member	Denisse Yvanovich Provenance, G20/43 Currong Street North, Braddon ACT 2612
Member	Rodney Lambert Provenance, 122/43 Currong Street North, Braddon ACT 2612
Member	Shelley Cooper Provenance, 101/47 Currong Street North, Braddon ACT 2612
Member	Parth Shah GPO Box 1050, SYDNEY NSW 2001
Member	Jun Ma Provenance, 305/47 Currong Street North, Braddon ACT 2612
Member	Andrew P Mackey 5/100 Molonglo Street, BUNGENDORE NSW 2621

2. MANAGEMENT

Does the Owners Corporation have a Managing Agent?

YES/NO

Yes, Agent's name and address:

Grady Strata
Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

3. BOOKS & RECORDS

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

Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

4. INSURANCE

Policy No.	06S8039816	Chu Underwriters			
Type:	Building	Broker:	Honan Insurance Group Pty Ltd		
			PO Box R1782, ROYAL EXCHANGE NSW 1225		
Premium:	\$141,491.10	Paid on:	26/09/2025	Policy start date:	20/09/2025
				Next due:	20/03/2026
Cover		Sum insured		Excess	
Building		\$176,083,400.00		\$0.00	
Catastrophe		\$26,412,510.00		\$0.00	
Loss of Rent		\$26,412,510.00		\$0.00	
Public Liability		\$20,000,000.00		\$0.00	
Fidelity Guarantee		\$100,000.00		\$0.00	
Office Bearers Liability		\$5,000,000.00		\$0.00	
Govt. Audit Costs		\$25,000.00		\$0.00	
Legal Expenses		\$50,000.00		\$0.00	
Machinery Breakdown		\$100,000.00		\$0.00	
Lot Owners' Fixtures & Improvements		\$250,000.00		\$0.00	

4.1 A copy of the Certificate of Currency is attached.

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

5. CONTRIBUTIONS

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

5.2 Contributions due from this unit for the current financial year:
Annual – \$5,010.20

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

Total amount last determined with respect to the lot		\$4,496.40
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 19/12/2024 - 18/03/2025	12 Mar 2025	\$1,124.10
Quarterly Admin/Sinking Levy 19/03/2025 - 18/06/2025	12 May 2025	\$1,124.10
Quarterly Admin/Sinking Levy 19/06/2025 - 18/09/2025	12 Aug 2025	\$1,124.10
Quarterly Admin/Sinking Levy 19/09/2025 - 18/12/2025	12 Nov 2025	\$1,124.10
Amount owing		\$0.00
Interest owing		\$0.00
Total amount owing		\$0.00
Discount applicable for early payment		0.00%

5.3 Sinking Fund instalments (as determined under S89)

Total amount last determined with respect to the lot		\$513.80
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment		
Quarterly Admin/Sinking Levy 19/12/2024 - 18/03/2025	12 Mar 2025	\$128.45
Quarterly Admin/Sinking Levy 19/03/2025 - 18/06/2025	12 May 2025	\$128.45
Quarterly Admin/Sinking Levy 19/06/2025 - 18/09/2025	12 Aug 2025	\$128.45
Quarterly Admin/Sinking Levy 19/09/2025 - 18/12/2025	12 Nov 2025	\$128.45
Amount owing		\$0.00
Interest owing		\$0.00
Total amount owing		\$0.00
Discount applicable for early payment		0.00%

Special levies:
None

Balance of Funds Special Purpose Fund \$0.00

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

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

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

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

6. BALANCE OF FUNDS

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

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

7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

9. SUSTAINABILITY INFRASTRUCTURE

The corporation has installed sustainability infrastructure. 65.12kW solar installed by Owners Corporation and held on behalf of owners in proportional share of the Unit Entitlement. Power delivered to Common Property.

10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency

11. PLANNING AND LAND AUTHORITY – CROWN LEASE EXTENSION

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

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

NO

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

YES/NO

If Yes:

Embedded Network Services: ELECTRICITY/HOT WATER/INTERNET
Embedded Network Provider: ENERGY LOCALS/LBNC_o

14. HAS THE OWNERS CORPORATION BORROWED FUNDS? NO

15. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE

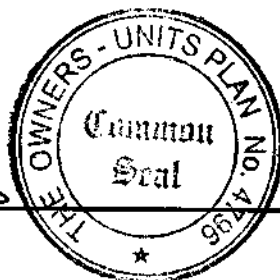
A copy of the Minutes of Meetings is attached.

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

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

DATE: 24 February 2026

The Common Seal of
The Owners - Units Plan No .4796
was hereunto affixed in
the presence of




Signature

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 20 January 2026 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Warwick Vance, Andrew Mackey, Rodney Lambert, Jun Ma, Denisse Yvanovich

APOLOGIES: Parth Shah

OTHERS PRESENT: Nil

1 MEETING CHAIR AND APOLOGIES

- 1.1 Shelley **welcomed** members to the meeting.
- 1.2 The EC **noted** apologies from Parth Shah

2 ADOPTION OF MINUTES

- 2.1 Minutes of the last meeting of the Executive Committee (EC) held on 2 December 2025 were adopted as a true and accurate account of the proceedings of that meeting.

3 ACTION LIST

- 3.1 The EC **reviewed** the outstanding action list noting that significant matters would be dealt with under other items on the agenda.
- 3.2 The EC **noted** that Stone Doctor will undertake repair of sandstone tiles along the Ainslie Avenue side of Provenance in February at similar or lower cost than BBZ

4 OUTSTANDING QUOTES

- 4.1 The EC **noted** that Mitchell Glass had repaired the damaged glass in the door of Provenance at 43 Currong Street and that the invoice for repairs had been sent to the person responsible for the damage.
- 4.2 The EC **noted** Mitchell Glass has been requested to quote to replace damaged glass in units 1105 and 1005 of The Mark. **Noting** that in both instances the glass is shared between each unit's winter garden and the external building, the EC **agreed** that the cost would be shared between the owner and the OC.
- 4.3 The EC **considered** two quotes for ongoing maintenance of roller doors into bin areas and basement car entry. The EC **accepted** a quote for **\$2800 plus GST** from Precision Access

5 LEGAL/DEFECTS

- 5.1 The EC **noted** recent correspondence from Sparke Helmore advising of the appointment of a Determining Expert and that the EC would need to finalize the list of "not agreed" and "partly agreed" defects for his consideration.
- 5.2 In relation to the Skycell agreement relating to the solar cells on the roof of Provenance, Grady and the EC have discussed the possibility of buying out Skycell rather than paying Skycell for the energy produced. The EC **agreed** that this issue should be **referred to the AGM**.

6 ADMINISTRATIVE MATTERS

- 6.1 The EC **discussed** whether to bring forward painting of all common area hallways which had been requested by a number of owners. **Noting** that the Sinking Fund anticipated that the painting should take place in 2029 at an estimated cost of around \$161,000 for walls, \$75,000 for ceilings and \$54,000 for doors, the EC **decided** to call for tenders and **refer to the**

AGM the decision to update the Sinking Fund to allow for painting to be brought forward.

- 6.2 The EC **agreed** to obtain a quote from Southern Sullage to undertake the April grease trap clean.
- 6.3 In relation to "Rule 4 Alterations & Erections", EC **noted** that Lot 210 had still not submitted an application to approve their gate covering in accordance with OC Rules. Denisse agreed to contact the owner and failing a response within a week, the EC **agreed** the matter should go to ACAT.
- 6.4 The EC **agreed** to a draft note to owners, as prepared by Grady, drawing attention to the possibility of failure of braided hoses in toilet cisterns and that in such an event, the owners would be responsible for the cost of repairs. The EC **decided** that the note should also be placed on noticeboards.

7 Insurance

- 7.1 The EC **noted** that our insurance broker had requested a list of commercial tenants and that there is potential for an insurance premium increase from having convenience store tenants
- 7.2 The EC also **noted** that OC Rules provide for reimbursement of additional premiums from a tenant resulting from the activities of that tenant
- 7.3 **Noting that** this and other risks from such tenancies have been raised by an owner and **EC agreed** this issue be discussed at the AGM.

8 FROM AGM

- 8.1 Bin Room Access – The EC **accepted** a Grady recommended process and procedure allowing residents to obtain, by prior booking from the Building Manager, temporary access to bin rooms between 4pm and 7 pm. Monday to Friday and 9 am to noon Saturday.

9 FOR AGM (see also Paragraphs 5.2, 6.1, 7.1 and 10.2)

- 9.1 The EC **agreed** that draft Rules prepared by Grady re hanging or display of objects on Balustrades should be presented to the AGM for approval.

10 GENERAL BUSINESS – BREAK-IN STORAGE LOCKERS

- 10.1 The EC **discussed** recent break-ins of storage lockers on 14th and 15th January due to owner leaving keys and fobs in letter box and that exit from the basement was aided on 15th by a fob stolen from within a storage cage that was broken into. The EC **agreed to authorise the Strata Manager** to issue a Rule Infringement Notice to the owner of Lot 271 as there has been a clear rule breach. UP4796 Rule 16(1) expressly bans storing security cards/keys/access devices "in or on common property, within letter boxes..." and that stolen/lost cards/fobs must be reported immediately and was not done in this instance.
- 10.2 The EC also **agreed** to ask the Strata Manager to prepare an amendment to the Rules for the AGM to prohibit leaving keys/fobs in storage cages and having combination locks on a letter boxes (a clear sign that there are likely keys/fobs in them).
- 10.3 EC **agreed** to clearly authorise Grady to take all appropriate steps to deactivate stolen devices or all devices temporarily if it is unclear which or how many devices have been stolen.
- 10.4 The EC **noted also** that lock boxes are not allowed to be stored anywhere on common property under Rule 7.

11 REVIEW OF APPROVALS OUT OF SESSION

11.1 EC **noted** that it had:

11.1.1 Agreed to a Defects Project update for owners, and

11.1.2 Agreed to a Vertical Rope Access quote for Height Safety Certificate for
\$5,040.20 Inc GST

12 NEXT MEETING

12.1 The next meeting is the AGM and the EC **agreed** to ask Grady to arrange the meeting in February.

12.2 The EC agreed that, subject to venue availability and cost, that a hybrid meeting involving face to face and zoom be arranged.

The meeting closed at 7:15 p.m.

Summary of Actions from the January Meeting

- 4.2 Obtain quotes for glass repair – Grady to action
- 4.3 Approved quote for roller door maintenance – Grady to action
- 5.2 Refer possible purchase of solar panels to AGM – Grady to action
- 6.1 Obtain quotes for painting all common area hallways, ceilings and doors and refer to AGM – Grady to action
- 6.2 Obtain quote from Southern Sullage – Grady to action
- 6.3 Contact owner of Lot 210 – Denisse to action
- 6.4 Issue a note on braided hoses – Grady to action
- 7.1 Implications of certain tenancies on Insurance to be referred to AGM – Grady to action.
- 8.1 Bin Room access procedure approved – Grady to action
- 9.1 New rule re hanging or display of objects on Balustrades to be presented to the AGM for approval – Grady to action
- 10.1 Issue Rule Infringement Notice to Lot 271 – Grady to action
- 10.2 Amend Rules at AGM to prohibit leaving keys/fobs in storage cages and where there is a combination lock on a letter box – Grady to action
- 12.1 and 12.2 Arrange AGM for February as hybrid meeting subject to availability of venues – Grady to action.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 2 December 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Warwick Vance, Andrew Mackey, Rodney Lambert, Jun Ma, Denisse Yvanovich

APOLOGIES: Parth Shah

OTHERS PRESENT: Nil

1 MEETING CHAIR AND APOLOGIES

- 1.1 Shelley **welcomed** members to the meeting.
- 1.2 The EC **noted** apologies from Parth Shah

2 ADOPTION OF MINUTES

- 2.1 Minutes of the last meeting of the Executive Committee (EC) held on 28 October and 4 November 2025 were adopted as a true and accurate account of the proceedings of that meeting.

3 ACTION LIST

- 3.1 The EC **reviewed** the outstanding action list noting that significant matters would be dealt with under other items on the agenda.

4 OUTSTANDING QUOTES

- 4.1 The EC **noted** that Forward Flooring has replaced the carpet tiles on Level 2, The Mark, and that it was awaiting a quote to cover work and the cost of tiles for other floors in both The Mark and Provenance.
- 4.2 The EC **noted** a request for payment of **\$495 per month** from Opticom for ongoing maintenance and future upgrades to Master Antenna Television services (MATV). The basis for this claim was unclear to the EC, and it was **noted** that Grady is seeking further clarification of the basis for this claim.
- 4.3 The EC **approved** a quote for **\$4,000** from Traffic Engineer, RD Gossip Pty Ltd to undertake a traffic management assessment to assist with converting Founders Lane to one way. The EC **noted** that changes to the building plan would not be considered by ACT Planning without such an assessment.
- 4.4 The EC **considered** a quote from Australian Smart Group for **\$2687.50 plus GST** for installation of one CCTV in the bin room and cabling to that part of the building to overcome issues with commercial bin room use. The EC **agreed** that Andrew Mackay would seek clarification on whether the quote for a single CCTV was reasonable.
- 4.5 The EC **considered** a quote from Australian Smart Group for installation of multiple CCTVs to permit access to commercial toilets for Lot 340 Commercial (which has applied for a liquor license.). Quote for the work is **\$9562.50 plus GST** with costs to be payable by tenants. The EC **approved the quote in principle** but noted there are related issues to be considered including who is the appropriate owner of the CCTV data given the cameras face common property, there are 2 other commercials with CCTV cameras also facing the common property which it believes are not approved (by the EC) and there may need to be consideration of how any additional costs of cleaning the toilets with additional customer use would be met.

5 LEGAL/DEFECTS

- 5.1 The EC **noted** recent correspondence between our lawyers and Chase/JWL and lawyers in regard to progressing the sorting out of Not Agreed defects so work can commence on rectification and that a note would go to Owners about progress in the next couple of weeks.

- 5.2 The EC **noted** we were still waiting for advice from Proctor Legal in order to finalise the Skycell agreement so it can be actioned.

6 ADMINISTRATIVE MATTERS

- 6.1 The EC considered Rule 4 Alterations & Erections and **noted** that the current Alterations and Erections Form and Guidelines have been updated to include specifications of previously accepted fence/gate coverings.
- 6.2 The EC **discussed** the application of the guidelines to 2 units and **decided**:
- 6.2.1** In relation to Lot 204, that they be advised the decision on their application has been deferred while the EC considers possible alternative fence/gate coverings for ground floor units to that approved previously and noted in the Alterations and Erections application form
- 6.2.2** In relation to Lot 210, they be advised that the EC is considering possible alternative gate/fence coverings for ground floor units to that approved previously and noted in the Alterations and Erections Application form and that in the interim they be asked to submit an application to approve their gate covering in accordance with OC Rules.
- 6.3 The EC **agreed** that, for the benefit of owners and residents, a series of reminders about living in our apartment complex be issued from time to time. Subjects would include some of the OC Rules, rubbish/storage. Lot maintenance etc.

Andrew Mackey left the meeting at 6:47 p.m.

7 FROM AGM

- 7.1 In relation to the Community Notice Boards, the EC **noted** that all EC members would be authorized persons for ensuring use policy is adhered to and removal of items that are misleading or contain inaccuracies.
- 7.2 The EC **noted** that a recent edition of *Founders Times*, placed on the Community Notice Board, contained inaccuracies, and also published information about the OC's current legal case regarding defects which should be treated as in-confidence to owners. As a co-editor, Denisse agreed that that would not occur in future.

8 FOR AGM

- 8.1 The EC **agreed** that Rules prepared by Grady for a draft Valve Compliance Program should be presented to the AGM for approval.

9 REVIEW OF APPROVALS OUT OF SESSION

- 9.1 EC agreed to *referral of "not agreed" items to Determining Expert.*
- 9.2 EC agreed to allow Chase/Altair an extra week to respond re our choice of Determining Expert
- 9.3 EC agreed to proceed to ask Resolution Institute to nominate Determining Expert as Chase/Altair had not responded to OC's suggested DE.

10 NEXT MEETING

- 10.1 The next EC meeting is scheduled to be held on **Tuesday 20th January**
- 10.2 The schedule of proposed future meetings is as follows:
AGM – around mid-February

The meeting closed at 7:05 p.m.

Summary of Actions from the December Meeting

- 4.2 Consider advice from Opticom when provided – Grady obtaining
- 4.3 Approved quote for Traffic management assessment - Grady to action.
- 4.4 Clarify reasonableness of CCTV quote with Grady - Andrew Mackay
- 4.5 Quote for G7 approved in but further advice to be provided on related issues - Grady
- 5.1 Note for Owners re defects to be done - EC
- 6.1 Consider possible alternative fence/gate coverings for ground floor units in addition to already approved covering - EC
- 6.3 Topics for regular information sheets to be produced – EC for Grady to implement – EC for Grady to implement.
- 7.2 Ensure *Founders Times* does not discuss Defects Project – Denisse Yvanovich
- 8.1 Valve replacement proposal to be included in next AGM agenda – Grady.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 28 October 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Warwick Vance, Andrew Mackey, Rodney Lambert

APOLOGIES: Parth Shah

OTHERS PRESENT: Nil

1 MEETING CHAIR AND APOLOGIES

- 1.1 The meeting commenced at 5:45 when a quorum was achieved. Shelley **welcomed** members to the meeting.
- 1.2 The EC **noted** apologies from Parth Shah

2 ADOPTION OF MINUTES

- 2.1 The minutes of the last meeting of the Executive Committee (the EC) held on 16 September 2025 were adopted as a true and accurate account of the proceedings of that meeting subject to amendment of apologies to note an apology from Shelley Cooper, and that Jun Ma was present.

3 ADMINISTRATIVE MATTERS

- 3.1 The EC **agreed in principle** to a draft paper prepared by Grady setting out a method for working out general fund contributions for the "Valve Compliance Program" (being the inspection, testing and like-for-like replacement of tempering valves, isolation valves and pressure-reducing valves (PRVs) that serve a single unit but are located on or accessed from common property and **noting** that the draft would be put to a General Meeting for approval.
- 3.2 The EC **discussed** a recent break-in of a few storage cages in the basement and **agreed** that in the first instance Grady is to advise the EC, then message residents and owners appropriately. Office holders would be available to assist at short notice and EC will agree on key messages to be included.
- 3.3 The EC **noted** that Australian Smart Group had worked out a process for allowing owners temporary access to the bin room when the Building Manager (BM) is not present and that the BM would recommend a procedure for that access to be agreed by the EC.

4 LEGAL/DEFECTS

- 4.1 Shelley **advised** the EC that she understood that work on recent (mainly) water ingress issues (reported in 2025 during the structural warranty period), had been scheduled for remediation by Chase commencing in November.
- 4.2 The EC **noted** that a quorum was present from 5:45 to 6:15 but, given the significant defects issues to be discussed, **decided to adjourn** the meeting (Under Schedule 2.2. Section 2.8 (1) of the UTMA) by one week to Tuesday 4 November.

The meeting adjourned at 6:20 p.m.

5 ADJOURNED MEETING ON 4 NOVEMBER 2025

PRESENT

EXECUTIVE COMMITTEE (EC): Shelley Cooper, Warwick Vance, Jun MA, Parth Shah

APOLOGIES: Andrew Mackey, Rodney Lambert, Denisse Yvanovich

OTHERS PRESENT: Nil

6 LEGAL/DEFECTS

- 6.1 Shelley advised the EC that we were awaiting Chase/Altair to agree with the proposed Determining Expert (DE) after which we would need to be ready to refer defects to the DE.
- 6.2 Noting that a quorum was present but only for a limited time, the EC decided that an email vote would be undertaken to confirm/accept the position paper recommendations, on which of the "Not Agreed" defects would be referred to the DE.

7 FINANCIALS

- 7.1 The EC, having regard to funds in the Sinking Fund, **decided** on the following:
 - Rollover existing Term Deposit (TD4) maturing this month to a new Term Deposit for 12 months to mature in November 2026
 - Take out new Term Deposit for \$100,000 for 6 months to mature in May 2026.

8 ADMINISTRATIVE MATTERS

- 8.1 The EC **agreed** that the existing Alterations and Erections guidelines should be amended to add the previously agreed specifications for the type of covering permitted for ground floor gates and court yards.
- 8.2 The EC **noted** the recent email from Local Energy advising that residents are required to sign a new service contract and **agreed** to ask Grady to provide information to owners and residents on what they needed to do to ensure continued supply at current rates.

9 NEXT MEETING

- 9.1 The next EC meeting is scheduled to be held on **Tuesday 2nd December**
- 9.2 The schedule of proposed future meetings is as follows:
Tuesday 13 January

The meeting closed at 6:18 p.m.

Summary of Actions from October/November Meeting

- Draft valve replacement proposal to go to next GM – Grady.
- Agreed process to be followed for reporting storage cage break-ins - Grady
- Conduct EC email vote on defects position paper re "Not Agreed" defects – EC Chair/Sec.
- Existing Term Deposit rolled over and new Term Deposit approved - Grady
- Amend Alterations and Erections guidelines in the application form -Grady
- Information to owners/residents re action required by Energy Locals including email notices and notices in lifts – Grady with assistance from Jun.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 16 September 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Andrew Mackey, Rodney Lambert, Jun Ma and Denisse Yvanovich

APOLOGIES: Parth Shah and Shelley Cooper

OTHERS PRESENT: Nil

1 MEETING CHAIR AND APOLOGIES

- 1.1 Warwick was accepted as chair of the meeting in Shelley's absence.
- 1.2 The EC **noted** apologies from Parth Shah and Jun Ma.

2 ADOPTION OF MINUTES

- 2.1 The minutes of the last meeting of the Executive Committee (the EC) held on 19 August 2025 were adopted as a true and accurate account of the proceedings of that meeting.

3 ACTIONS LIST

- 3.1 The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes

4 OUTSTANDING QUOTES

- 4.1 The EC **considered** a proposal from Forward Flooring for a test replacement of Common Property Carpet Tiles. The proposal was to do a test replacement of tiles on the whole of Level 2 of The Mark using the existing stock of tiles. The quote was for an hourly rate of **\$105 plus GST** per hour with a total estimate of around **\$1700-\$2000**. The EC **decided to accept** the proposal and asked that it be provided with "before" and "after" photos
- 4.2 The EC **noted** that at the 5 August meeting priorities for gardening rectification were determined to be Tree pruning, Lawn Rejuvenation & irrigation and Level 8 Works. The EC **noted** that the Tree pruning was urgent, and that a quote had been accepted out of session (see para 10.1). The EC **decided** that the first four items in the Focus Facilities quote of 18 Feb 2025 relevant to Lawn rejuvenation and irrigation at a cost of **\$4094.83 incl GST**, should be **accepted**.

5 LEGAL

- 5.1 The EC **noted** that Grady had emailed Chase/JWLand to clarify their position on the "not agreed" items which were not considered at the conclave on 14th and 15th August. Also **noting** that the email was sent on 8 September, the EC asked that a response be sought by 27 September.
- 5.2 The EC asked whether Grady could follow up on the Skycell agreement and advise the Committee.

6 ADMINISTRATIVE MATTERS

- 6.1 The EC **noted advice** concerning a previous committee decision that Lot 210's refusal to remove an unapproved gate covering be taken to ACAT and **agreed** to the following motions:
 - 6.1.1 That the EC **revoke** its previous decision to take the matter of Lot 210's gate covering to the ACAT and advise the owner of Lot 210 accordingly; and

- 6.1.2 The EC prepare “Courtyard Screening and Gate Covering Guidelines” for approval by the OC and to amend the modification and erection application form to be in line with those guidelines

7 FINANCIALS

- 7.1 The EC **noted** the financial reports and that current Sinking Fund Term Deposits had been invested as follows:
- 7.1.1 TD3 \$200,000 for 12 months at 3.75% maturing April 2026
- 7.1.2 TD4 \$200,000 for 3 months at 4.1% maturing November 2025
- 7.1.3 TD5 \$208,900 for 12 months at 3.65% maturing August 2026

8 INSURANCE

- 8.1 The EC **noted** that Grady were currently negotiating with Honan Insurance Brokers and the insurers regarding renewal of the Insurance policy which is due on 30 September.

9 FROM THE AGM

- 9.1 The EC **agreed** to a Notice Board Use Policy (as per the attachment) and the purchase of four Community Notice Boards at a cost of **\$108** each for placement adjacent to the lifts on the ground floor of each tower in the complex. The EC **further agreed** that Denisse would purchase the Boards and pins, coordinate hanging of the boards with the Building Manager and obtain reimbursement from Grady.
- 9.2 The EC **noted** that Australian Smart Group had devised a way of setting up out of hours bin room access. Details would be advised shortly.

10 CONFIRMATION OF OUT OF SESSION APPROVALS

- 10.1 Focus Facilities for Tree Pruning **\$5694 Inc GST** (approved by EC)

11 GENERAL BUSINESS

- 11.1 The EC also asked that the gardening contractor give more time to watering the large pots and provide advice whether less trimming plants and allowing them to create a hedging effect (e.g. at the front of 43 Currong St N near Unit G20) was feasible.
- 11.2 The Treasurer (Jun) noted that there was a high level of outstanding levies (more than \$21,000 over 120 days) and asked that the EC be advised of Grady’s debt recovery protocols.

12 MEETING SCHEDULE

- 12.1 The next EC meeting is scheduled to be held on **Tuesday 14th October**
- 12.2 The schedule of proposed future meetings is as follows:
- Tuesday 11 November
- Tuesday 9 December
- Tuesday 20 January (6 weeks)

The meeting closed at 6:38 p.m.

Attachment to Minutes of EC Meeting 16 September 2025Notice Board Use Policy

1. All notices must be dated with an identified author
2. Notices that are after 30 days will be removed
3. Anything offensive will be removed by an authorised person

This board is to support our community

Board proposed to be purchased through Office Works





Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006154396
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/09/2025 to 20/03/2026 at 4:00pm
Plan Number	4796
The Insured	THE OWNERS - UNITS PLAN NO.4796
Situation	2 BATMAN STREET BRADDON ACT 2612

Sections

Section 1 – Insured Property

Building: \$176,083,400

Common Area Contents: \$1,760,834

Loss of Rent & Temporary Accommodation (total payable): \$26,412,510

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

Optional Extensions:

Catastrophe Insurance Sum Insured: \$26,412,510

Extended Cover - Loss of Rent & Temporary Accommodation: \$3,961,876

Escalation in Cost of Temporary Accommodation: \$1,320,625

Cost of Removal, Storage and Evacuation: \$1,320,625

Machinery Breakdown: Not Selected

Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

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



Legal Defence Expenses: \$50,000

Flood Cover is included.

Date Printed

23/09/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 19 August 2025 at 5:30pm.

PRESENT

- 1.1 EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Andrew Mackey, Robert Enright, Rodney Lambert, Denisse Yvanovich and Jun Ma
APOLOGIES: Parth Shah
OTHERS PRESENT: None

2 MEETING WELCOME AND APOLOGIES

- 2.1 Shelley **welcomed** members to the meeting.
2.2 Apologies were received from Parth Shah

3 ADOPTION OF MINUTES

- 3.1 The minutes of the last meeting of the Executive Committee (the EC) held on 5th August 2025 were adopted as a true and accurate account of the proceedings of that meeting.

4 LEGAL – DEFECTS

- 4.1 The EC meeting **noted** that the experts meeting ("the conclave") to discuss the not-agreed alleged defects was held on 14/15 August. The purpose of this meeting was to resolve as many of these not agreed defects as possible. While the meeting provided resolution on some alleged defects there were a number that were not considered, including many of the "more important" ones the EC had requested be considered.
- 4.2 As follow-up to that meeting, and in order to finalise the list of matters to be pursued under the Deed, the EC **decided** to request Grady to:
- liaise with Tyrells noting that much of the task they were asked to do was not done, or not done properly, and as a consequence any invoice for the work would be considered for non-payment in part or in total;
 - obtain a quote from a reputable consultant to provide advice to the EC (on behalf of the OC) on key not agreed defects to assist in decision-making re the pursuit of not agreed defects;
 - write to Chase/JWLand noting the range of not agreed defects that were not considered at the 14/15 August meeting and that the experts had flagged some defects that required other experts' consideration. In relation to the latter, it would be noted that we are still awaiting Chase/JWLand's confirmation on undertaking the work proposed by the Indesco report re basement cracking issues (conducted by Chase) and possible action re the passive fire defects, and if these are not received they would have to be considered not agreed defects.

5 FROM THE AGM

- 5.1 Denisse advised that at the next meeting she would bring forward recommendations regarding Community Notice Boards and proposals for the use.

6 MEETING SCHEDULE

- 6.1 The next EC meeting is scheduled to be held on **Tuesday 16th September.**
- 6.2 The schedule of proposed future meetings is as follows:
 - Tuesday 14 October
 - Tuesday 11 November
 - Tuesday 9 December
 - Tuesday 20 January (6 weeks)

The meeting closed at 6:35 p.m.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 5 August 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Andrew Mackey, Robert Enright (from 6:05), Rodney Lambert, and Denisse Yvanovich

APOLOGIES: Parth Shah and Jun Ma

OTHERS PRESENT: Nil

1 MEETING WELCOME AND APOLOGIES

- 1.1 Shelley **welcomed** members to the meeting.
- 1.2 The EC **noted** apologies from Parth Shah and Jun Ma.

2 ADOPTION OF MINUTES

- 2.1 The minutes of the last meeting of the Executive Committee (the EC) held on 8 July 2025 were adopted as a true and accurate account of the proceedings of that meeting.

3 ACTIONS LIST

- 3.1 The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 3.2 The EC **considered** a letter from the owners of Lot 210 relating to a Rule Infringement Notice (RIN) that was sent to them on 4 July in relation to unapproved gate covering. The EC had previously **determined** that if the covering was not removed within 3 weeks of the RIN the EC would take the matter to ACAT. The EC **decided** as they had been advised on multiple occasions about this Rule (a default rule under the legislation) by 2 strata managers, that the previous decision still stood.
- 3.3 The EC **considered** a list of priorities for gardening rectification and **decided** the priorities were Tree pruning, Lawn Rejuvenation & irrigation and Level 8 Works. The EC **noted** that the Tree pruning was urgent but could not proceed until approval from the relevant ACT Government unit.
- 3.4 The EC **decided** that a letter should be sent to all owners advising them that the Flexible Braided Hoses in their toilet cisterns had an expected life of around 5 years and that the owners should consider replacing them due to the risk that they fail causing flooding of their own unit as well as other units and the common property.

4 OUTSTANDING QUOTES

- 4.1 The EC **considered** four quotes which had been received for Window Cleaning and Pest Spray. The EC **decided to accept** the quote from Vertical Rope Access for **\$37,500 plus GST**.
- 4.2 The EC **noted** that the proposal to make Founders Lane one-way had been referred from Transport Canberra and City Services (TCCS) for revision of the original Development Application. This will require assistance from the listed applicant, the original developer JWLand, who have indicated they would assist once their existing DA approval related to the Title Repair has been finalized. The EC considered that the preferred direction would be one-way from Batman Street
- 4.3 The EC **decided to accept** a quote from Australian Smart Group for **\$2529.60 plus GST** for regular maintenance of the intercom system.
- 4.4 The EC **decided to accept** quotes from 360 Degree fire for Emergency Lightings, EWIS & Fire Indicator Panel defect rectifications **\$17,371.51**

Inc GST, noting that the item re adding detectors onto the block plan – ID55411 - is to be reviewed re cost allocation.

- 4.5 The EC **decided to accept** quotes from 360 Degree fire for Diesel pump Combined System defect rectifications **\$2054.80 Inc GST**, noting that these are expected to come out of the sinking fund.

5 LEGAL – DEFECTS

- 5.1 The EC **discussed** the proposed experts meeting which is now scheduled to take place on 14th and 15th August **noting** that:
- There would be an experts only meeting on the first day. A list of the more important, mostly recurring, defects in common property and units had been provided for consideration, and it was also expected that they would inspect a few units re those defects;
 - There will be a briefing on decisions/recommendations on the second day for the parties with Shelley, Denisse, Robert, Andrew and Warwick being available to attend for parts of the day;
 - Any agreed positions from the experts will need to be considered by the EC, and a meeting will be scheduled for Tuesday 19th August; and
 - A note advising owners of the meeting will be sent to owners
- 5.2 The EC **discussed** managing new structural defects (mostly water ingress into units) that have been advised of, and which are not covered by our existing Deeds, noting the 6-year structural defects warranty period ends on 13 August.
- 5.3 The EC **considered** whether to instruct Sparke Helmore to initiate a claim in the Supreme Court to preserve rights relating to these structural defects before the end of the warranty period.
- 5.4 Noting the potential cost of making such a claim, the availability of other options through ACT Legislation to have defects rectified and the fact that last week we received correspondence from Chase that some rectifications were being planned the EC **decided not to instruct** Sparke Helmore to pursue the claim regarding these new structural defects.

6 ADMINISTRATIVE MATTERS

- 6.1 The EC **decided** that a General Meeting needed to be arranged as soon as possible to seek approval to replace both the tempering and pressurisation valves for each unit, due to risk of flooding events, and recover costs from owners.
- 6.2 The EC **noted** that the Skycell agreement relating to ownership of solar panels would be considered at the same meeting.

7 FINANCIALS

- 7.1 The EC **noted** the financial reports.

8 INSURANCE

- 8.1 The EC **noted** that the defective door seals audit by the building manager had revealed that at least half were defective.

9 FROM THE AGM

- 9.1 The EC **deferred** consideration of Community Notice Boards
- 9.2 The EC **noted** that Australian Smart Group were still looking at how to set up out of hours bin room access.

10 CONFIRMATION OF OUT OF SESSION APPROVALS

- 10.1 ASG - damaged Intercom system replacement **\$2,297.49 Inc GST** – Approved by Committee.
- 10.2 Progressive Control - Exit door repairs **\$4727.80 Inc GST** – Approved by Committee
- 10.3 Maritex - Cable Tray repairs at Basement Level 1 entry **\$4357.32 Inc GST** – Approved by Committee.

11 GENERAL BUSINESS

- 11.1 Nil

12 MEETING SCHEDULE

- 12.1 The next EC meeting is scheduled to be held on **Tuesday 19th August.**
- 12.2 The schedule of proposed future meetings is as follows:
 - Tuesday 16 September
 - Tuesday 14 October
 - Tuesday 11 November
 - Tuesday 9 December
 - Tuesday 20 January (6 weeks)

The meeting closed at 7:15 p.m.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 8 July 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Andrew Mackey, Robert Enright Parth Shah, Rodney Lambert, and Jun Ma.

OTHERS PRESENT: Nick Christiansen and Pooja Kumar of Sparke Helmore

1 MEETING WELCOME AND APOLOGIES

- 1.1 Shelley **welcomed** members to the meeting.
- 1.2 Apologies were received from Denisse Yvanovich

2 ADOPTION OF MINUTES

- 2.1 The minutes of the last meeting of the Executive Committee (the EC) held on 10 June 2025 were adopted as a true and accurate account of the proceedings of that meeting.

3 LEGAL – DEFECTS

- 3.1 The EC discussed the following issues and sought advice from SH re:
 - the proposed experts meeting (noting the scheduled meeting had fallen through)
 - managing new structural defects since late 2024 (mostly water ingress into units), noting that many had been reported to Chase but no action to remedy them had been advised to Grady or ourselves and that our structural warranty ends in August this year.
 - detail of managing next steps in the Phase 1 Deed once the experts meeting has been held or abandoned, including deciding on what “not-agreed” defects would be pressed, taking into account the cost of pursuing a very large number of defects matters, some of which are largely cosmetic in nature, easily/relatively cheap to fix etc.
- 3.2 The EC **noted** certain matters needed to be progressed including dealing with the new structural defects (a proposed option is to include them in the current Settlement Deeds given the end of the warranty period is soon) and confirming views (yet to be given by Chase/Altair re certain defects).

The Sparke Helmore Representatives left the meeting at 6:20 p.m.

4 ACTIONS LIST

- 4.1 The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 4.2 The EC **noted** that continuing progress had been made in reducing fire risks by getting owners to remove items from the top of their storage cages
- 4.3 The EC **noted** that a further Rule Infringement Notice (RIN) had been sent to the owners of Lot 210 on 4 July in relation to unapproved gate covering. The EC had previously **determined** that if the covering was not removed within 3 weeks of the RIN the EC would take the matter to ACAT.
- 4.4 The EC **agreed** that the Terms of Reference for the Electrification Sub Committee would be the three dot points contained in the “Invitation to Join the Sub Committee” circular and Grady would now set this Sub Committee up on behalf of the EC.

5 OUTSTANDING QUOTES

- 5.1 The EC **noted** the quotes from Mitchell Glass for the repair of shattered glass in Lot 1 The Mark(**\$3325 incl GST**) and 129 The Mark (**\$2100 incl GST**) The EC (as discussed at the June meeting) **agreed** to share the costs 50/50 with the owners subject to Grady confirming that the Lot 1 damage was the result of spontaneous shattering and not due to impact.
- 5.2 The EC **noted** two quotes had been received for Window Cleaning and that more were expected and would be considered at the next EC Meeting.
- 5.3 The EC **considered** signage options provided by Capital Lines and Signs and **agreed** to adopt Option 2 with the "No Parking" symbol and the "No Parking Pick Up and Set Down only" text in larger size.
- 5.4 The EC **noted** that this was part of a quote approved previously at the March EC Meeting for improved signage and pavement marking in Founders Lane. In view of the proposal for Founders Lane to be made one-way and the consequent possibility of changes to some aspects (e.g. pavement marking) the EC **decided to defer implementation** of the quote pending the outcome of the one-way proposal currently under consideration by ACT Roads. The EC agreed that the signs approved in 5.3.1 would go ahead subject to approval of costing.

6 ADMINISTRATIVE MATTERS

- 6.1 The EC **noted** that a vehicle with too high load caused damage to the carpark ceiling. This had been assessed by Sellick Consultants. Repairs would be at the cost of the person responsible.
- 6.2 The EC **noted** that a quote for replacing both the tempering and pressurisation valves for each unit due to wear and risk of further flooding events was pending and agreed it would be put to a GM ASAP as maintenance of them is each owner's responsibility.
- 6.3 The EC **reviewed** a request from JWLand to submit an 'Application for Title Repair (Correction)' in relation to Lot 345. The size of the commercial unit in questions was labelled incorrectly on the Units Plan which was confirmed by a surveyor. The EC **noted** that the necessary corrections would not alter the Unit Entitlements as a result and **agreed** to approve the applications submission with the Land Titles Office by JWLand and Grady Strata & Facilities Management.
- 6.4 The EC **noted** an application for an electronic door lock, which was for an "approved" model, and confirmed that the application could be approved by Grady.

7 FINANCIALS

- 7.1 The EC **noted** the financial reports

8 INSURANCE

- 8.1 Policy Renewal 30/09/25. The EC **noted action** in relation to obtaining quotes for defect items specifically noted by the insurer. Specifically:
 - 8.1.1 Sandstone tiles on Ainslie Avenue – Quote by BBZ Living Solutions approved out of session
 - 8.1.2 Awnings at 43 Currong and G01 and G02 47 Currong street – Quote awaited
 - 8.1.3 Fractures on concrete wall off level 1 balcony 47 Currong St – quote awaited
- In addition:

- 8.1.4 The EC **discussed** fixing defective unit door seals, noting that there appear to be quite a few that are defective. The EC **decided** that the issue should be retained on the defects list under the Deed and if not agreed to consider the most appropriate way to deal with it. The EC decided to ask that the Building Manager continue his audit to determine the scope of the problem.

9 FROM THE AGM

- 9.1 The EC **deferred** consideration of Community Notice Boards to the next meeting.
- 9.2 The EC **noted** that Owners' Corporation security issues had been taken over by Australian Smart Group who were looking at how to set up out of hours bin room access.

10 OUT OF SESSION APPROVALS

- 10.1 The BBZ Living Solutions quote for Sandstone Wall rectification works for **\$3500 plus GST** (Allowance for **\$1000-1500 plus GST** if more loose pieces are found) was approved by the EC
- 10.2 ASG Door Repairs **\$325.19 Inc GST** – Approved by Grady Strata & Facilities

11 GENERAL BUSINESS

- 11.1 The Building Manager has done an audit of damaged/stained carpet tiles. The OC has some stocks which would be used in the worst affected areas and a quote would be obtained for undertaking that work and the purchase of additional carpet tiles if needed.
- 11.2 The EC **noted**, with thanks, the work done by the Building Manager in relation to the recent Bulky Waste removal.
- 11.3 The following items were deferred to the next meeting:
- 11.3.1 The need to consider providing advice to owners on the life of flexible braided hoses in toilet cisterns.
- 11.3.2 Procedures in relation to fire alarms
- 11.3.3 Community Notice Boards and terms of use

12 MEETING SCHEDULE

- 12.1 The next EC meeting is scheduled to be held on **Tuesday 5th August**.
- 12.2 The schedule of proposed future meetings is as follows:
- Tuesday 16 September (6 weeks)
 - Tuesday 14 October
 - Tuesday 11 November
 - Tuesday 9 December
 - Tuesday 20 January (6 weeks)

The meeting closed at 7:20 p.m.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 10 June 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Andrew Mackey, Robert Enright Parth Shah, Rodney Lambert, and Denisse Yvanovich.

OTHERS PRESENT: Nil

1. MEETING WELCOME AND APOLOGIES

- 1.1. Shelley **welcomed** members to the meeting.
- 1.2. Apologies were received from Jun Ma

2. ADOPTION OF MINUTES

- 2.1. The minutes of the last meeting of the Executive Committee (the EC) held on 13 May 2025 were adopted as a true and accurate account of the proceedings of that meeting.

3. DELEGATIONS, APPROVALS AND PROCEDURES

- 3.1. None

4. ACTIONS LIST

- 4.1. The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 4.2. The EC **noted** that good progress had been made in reducing fire risks by getting owners to remove items from the top of their storage cages
- 4.3. The EC **noted** that a further Rule infringement notice (RIN) would be sent this week to the owners of Lot 210 in relation to unapproved gate covering. The EC **determined** that if the covering was not removed within 3 weeks of the RIN the EC would take the matter to ACAT.

5. OUTSTANDING QUOTES

- 5.1. The EC **noted** the quote from Maritex for full lighting protection and inspection. The EC **decided** to ask for a revised quote covering priority elements such as surge and lightning protection and advice on which elements were covered by existing preventative maintenance checks.
- 5.2. The EC **noted** two quotes from O'Neill & Brown regarding the replacement of tempering valves servicing all residential units to avoid flooding events. Subject to clarification from O'Neill & Brown on the expected life and warranties of the valves and noting that these valves are the responsibility of owners, the EC **decided** to seek Owners Corporation's (OC) approval at a General Meeting (GM), to replace the valves for every unit and recover the cost from owners.

6. LEGAL

6.1. DEFECTS

- 6.1.1. Shelley Cooper provided an update on the Deeds related to defects. The EC **noted** that the proposed meeting of experts (Tyrells for the OC and TCA for Chase/Altair) was now scheduled for 10-11 July subject to final agreement on the terms of the meeting.
- 6.1.2. The EC **noted that** Grady had written to owners who had reported defects in 2023 seeking confirmation as to whether the defects remained or advice that they had been fixed.
- 6.2. The EC **noted** that the Skycell Agreement for provision/purchase of solar power from the solar panels on our rooftop is being finalized with final sign off to go to a GM.

7. ADMINISTRATIVE MATTERS

- 7.1. The EC **agreed** to request Grady to seek a quote for minor pruning of the American Elm noting that it was best done while the tree was dormant.
- 7.2. The EC **noted** that the notice seeking interest from owners in joining an electrification sub-committee had gone out on 12 May. Five owners had responded. Term of Reference for the committee would be determined by the EC shortly.
- 7.3. The EC **noted** the Bulky Waste collection was scheduled for Monday 16 June and expressed concern about the number of items being abandoned in the basement.
- 7.4. The EC **agreed** to ask Grady to get quotes for window cleaning of The Mark/Provenance complex
- 7.5. Erections and Alterations
 - 7.5.1. The EC **approved** an application for a bike rack on the balcony of Lot 239
 - 7.5.2. The EC **noted** information, also provided by Lot 239, about, but with no application for a McGrath Albion electronic lock. The EC will ask Grady whether the lock is fire rated and meets the standard of the three types of electronic locks approved so far and seek a formal application from Lot 239.
 - 7.5.3. The EC **noted** advice, as required under OC Rules, from Lot 126 that they keep a pet.

8. FINANCIALS

- 8.1. The EC **noted** the financial reports

9. INSURANCE

- 9.1. Policy Renewal 30/09/25. The EC **agreed** to request Grady to obtain quotes for defect items specifically noted by the insurer for action on remediation before renewal of the policy. Specifically:
 - 9.1.1. Sandstone tiles on Ainslie Avenue,
 - 9.1.2. Awning at 43 Currong St entrance and Lots 195 & 196 (47 Currong St)
 - 9.1.3. Fractures on concrete wall off level 1 balcony 47 Currong St.In addition:
 - 9.1.4. The EC will also consider quotes for fixing defective Door Seals.
- 9.2. Outstanding Claims
 - 9.2.1. Flood Claim 3/12/24. The EC **noted** that the claim had been approved and **approved** payment of the \$20,000 excess.
 - 9.2.2. The EC considered responsibility for the cost of replacement of shattered glass in Lots 1 and 129 ((2 Batman St). The EC **noted** the quote for Lot 129 and asked that the quote be amended to include height safety access costs and an urgent quote for the cost of covering the broken glass prior to replacement. The EC **noted** that typically the EC and unit owners would share the costs.

10. FROM THE AGM

- 10.1. The EC **approved** simple Lift Well Signage showing street number and name in a laminated A4 sheet to be placed at the entrances to all basement lifts.
- 10.2. The EC **deferred** consideration of Community Notice Boards to the next meeting.

- 10.3. The EC **noted** that a quote to set up out of hours bin room access is awaited.

11. OUT OF SESSION APPROVALS

- 11.1. The EC noted that approval had been given for **after** hours monitoring of the basement entry while waiting for repair of the roller door. Payment of Invoices for **\$6,000 plus GST** for 9 weekdays (evenings and overnight) and one weekend (24 hours) were **approved** by the EC.

12. GENERAL BUSINESS

- 12.1. Rod asked that, at a future meeting, the EC discuss ways to inform residents of the cause of fire alarms and to improve building evacuation and re-entry.
- 12.2. The Chair noted that the EC would need to consider providing advice to owners on the life of flexible braided hoses in toilet cisterns.

13. MEETING SCHEDULE

- 13.1. The next EC meeting is scheduled to be held on **Tuesday 8th July**.
- 13.2. The schedule of proposed future meetings is as follows:
- 13.2.1. Tuesday 5 August
 - 13.2.2. Tuesday 2 September
 - 13.2.3. Tuesday 30 September
 - 13.2.4. Tuesday 28 October
 - 13.2.5. Tuesday 9 December (6 weeks)
 - 13.2.6. Tuesday 20 January (6 weeks)
- 13.3. **The meeting closed at 7:15 p.m.**

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Tuesday 13 May 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Jun Ma, Andrew Mackey, Robert Enright

OTHERS PRESENT: Nil

1. MEETING WELCOME AND APOLOGIES

- 1.1. Shelley **welcomed** members to the meeting.
- 1.2. Apologies were received from Parth Shah, Rodney Lambert, and Denisse Yvanovich

2. ADOPTION OF MINUTES

- 2.1. The minutes of the last meeting of the Executive Committee (the EC) held on 15 April 2025 were adopted as a true and accurate account of the proceedings of that meeting subject to noting that the meeting was on Tuesday 15 April, not Wednesday 15 April.

3. DELEGATIONS, APPROVALS AND PROCEDURES

- 3.1. None

4. ACTIONS LIST

- 4.1. The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 4.2. The EC **noted** that an infringement notice (IN) had been sent to the owners of Lot 210 and that although the "fine" was paid the offending covering had not been removed. The EC **agreed** that that the owners be given a further two weeks to remove the gate covering a further notice be sent giving the owner two weeks to remove the gate covering prior to another IN being issued to them. The EC **noted** that the owners had been advised of an alternative gate covering that had been approved for other ground floor units, for which they could put in an application

5. OUTSTANDING QUOTES

- 5.1. The EC **agreed** to accept the quote from **Oneill & Brown Plumbing Services** for tap installation on Common Property between The Mark buildings as requested by Fairy Cleaning for **\$2008.6 incl GST**. (Refer EC 18/3/25)
- 5.2. The EC **noted** the previous quote from **Precision Access** for \$10,406 incl GST (Refer EC 15/4/25) and the more recent quote from **Progressive Controls** for **\$12760 incl GST** regarding the replacement of the Garage Shutter Door and **agreed** to accept the **Progressive Controls** quote on the basis that they were more familiar with the roller door (having installed the door originally and attended following the recent failure) and could perform the work more quickly and **Precision** would need to requote given the failure of the door on 10 May.

6. LEGAL

6.1. – DEFECTS

- 6.1.1. Shelley Cooper provided an update on the Deeds related to defects. The EC **noted** with concern that the proposed experts (Tyrells for us and TCA for Chase/Altair) meeting agreed to at the March EC meeting

had not yet been scheduled (available dates in May for our expert were provided on 23 April).

- 6.1.2. The EC **agreed** to write to Chase requesting a response by end May re a suitable time for the proposed meeting of experts to be held by mid-June, otherwise we would see no option to get progress but to revert to the Deed process for resolving not agreed defects via a Determining Expert.
- 6.1.3. The EC **agreed** to provide a further document to assist the experts to focus on the more important unit and key recurring issues therein identified by the EC, with the same caveats as the common property list (refer 15 April 2025 minutes).
- 6.1.4. The EC **noted** other action being undertaken to ensure all relevant matters are clear including in relation to acoustic reports, owners reported defects, new structural defects, related fire defect reports and insurance-related issues.

7. ADMINISTRATIVE MATTERS

- 7.1. The EC **noted** that the notice seeking interest from owners in joining an electrification sub-cttee had gone out on 12 May

8. FINANCIALS

- 8.1. The EC **noted** a new Term Deposit of \$200,000 for 12 months had been taken out and unfortunately interest rate reductions had already occurred and the interest rate was \$3.5%.

9. MEETING SCHEDULE

- 9.1. The next EC meeting is scheduled to be held on **Tuesday 10th June**.
- 9.2. The schedule of proposed future meetings is as follows:
 - 9.2.1. Tuesday 8 July
 - 9.2.2. Tuesday 5 August
 - 9.2.3. Tuesday 2 September
 - 9.2.4. Tuesday 30 September
 - 9.2.5. Tuesday 28 October
 - 9.2.6. Tuesday 9 December (6 weeks)
 - 9.2.7. Tuesday 20 January (6 weeks)
- 9.3. **The meeting closed at 6:15 p.m. when a quorum was lost**

EXECUTIVE EC MEETING MINUTES

Meeting held via Zoom on Wednesday 15 April 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Rodney Lambert, Jun Ma, Denisse Yvanovich, Andrew Mackey

OTHERS PRESENT: Nil

1. MEETING WELCOME AND APOLOGIES

- 1.1. Shelley **welcomed** members to the meeting.
- 1.2. An apology was received from Parth Shah

2. ADOPTION OF MINUTES

- 2.1. The minutes of the last meeting of the Executive Committee (the EC) held on 18 March 2025 were adopted as a true and accurate account of the proceedings of that meeting.

3. DELEGATIONS, APPROVALS AND PROCEDURES

- 3.1. The EC **agreed** to delegate to the Building Manager expenditure of up to \$200 on minor maintenance and office expenses.
- 3.2. The EC **agreed** to delegate to Grady the authority to release redacted reports (such as the Tyrells and TCA Reports) on request to owners, subject to Grady maintaining a record of releases.
- 3.3. The EC **agreed** that papers for EC Meetings should be available at the time the meeting notice is issued and if late papers or amendments to papers are added, EC members should be advised by email.

4. ACTIONS LIST

- 4.1. The EC **noted** the action list and progress made in relation to outstanding items, some of which are dealt with later in these minutes.
- 4.2. The EC **agreed** that Grady should be asked to check with our insurers the effect, if any, of having a tobacconist outlet on the complex.

5. OUTSTANDING QUOTES

- 5.1. The EC **agreed** to accept the quote from **Fairy Cleaning** regarding the bin chute clean for **\$1,995+GST**.
- 5.2. The EC **noted** the quote from **Precision Access** for \$10,406 incl GST and the advice from the Strata Manager regarding the replacement of the Garage Shutter Door and decided to request further information regarding the quote such as: Options for action, risks of not proceeding with the replacement, callout cost if the door fails and expected life of the shutter door.

6. LEGAL

6.1. – DEFECTS

- 6.1.1. Shelley Cooper provided an update on the Deeds related to defects. The EC **noted** in regard to the experts meeting agreed to at the last EC meeting, that Tyrells has agreed to participate.
- 6.1.2. The EC **agreed** that to assist the experts to focus on the more important common property and key recurring issues identified by the EC, the document already agreed to by the previous EC be sent to them with clear caveats that this list covers issues other than water-related and structural basement not-agreed defects (which all require consideration by the experts) and it is not intended to be a final list of not-agreed matters from the EC to be pursued.

- 6.1.3. The EC **agreed** to accept the estimated cost of Tyrells participation for preparation, inspection and attendance up to **\$11,000+GST**

6.2. PROCTOR LEGAL

- 6.2.1. The EC **noted** that at this stage the only outstanding matter re energy agreements concerns that with Skycell (re our solar system) and that Michael Grady would continue to pursue this.

7. ADMINISTRATIVE MATTERS

- 7.1. The EC **agreed** on the text of a notice to owners with incorrectly stored items on top of storage cages contrary to both OC Rules and ACT fire regulations.
- 7.2. The EC **discussed** the notice seeking interest from owners in joining an electrification sub-cttee. The notice would go out shortly
- 7.3. The EC **noted** that Grady had organised for a **Bulky Waste collection on 16 June 2025.**
- 7.4. The EC **discussed** gardening issues. Shelley advised that there had been a meeting with Matt (of Focus Facilities) and Thomas and Greg (of Grady) on 10 April where concerns about the state of the lawn and gardens were raised. He agreed to improve service levels and provide a staged plan, including relevant quotes, for improvements to both the grassed areas and f garden beds.
- 7.5. Erections and Alterations - Nil

8. FINANCIALS

- 8.1. The EC **noted** the detailed transaction list.
- 8.2. Some members of the EC noted the cost paid for Water Usage seemed high and questioned if water metering was accurate. It was decided to ask Grady to check this.
- 8.3. The EC **noted** the status of the two Term Deposit investment accounts and **agreed** that Grady be asked to arrange a further Term Deposit of \$200,000 for 12 months before the anticipated interest rate reductions occurred.

9. INSURANCE

- 9.1. The EC **noted** that the insurer required a number of defects to be rectified before renewal of the insurance policy in October. The EC reported progress on some but will consider others at its next meeting.
- 9.2. **Outstanding Claims**
- 9.2.1. Nothing to report
- 9.2.2. The Public Liability Claim that was received on 17/02/2025 was not discussed. (**Secretary's note:** The sprinkler system was tested and adjusted after the meeting referred to at item 7.4. The sprinkler head that would not retract was replaced at that time.)

10. FROM AGM

- 10.1 The EC **noted** that **Integrity Signs** had provided a quote for Lift well signs (showing building name etc.) but **decided not to accept it** as the quote (for \$3,340 + GST) was excessive and well beyond what the EC envisaged. The EC decided to ask Grady Strata whether the Building Manager could do the signage and to provide a quote for the work.
- 10.2 The EC **noted** that Grady Strata is liaising with ACT Government re the feasibility of making Founders Lane one-way to manage traffic flow better.

- 10.3 The EC **agreed** that before obtaining a quote for 4 community noticeboards that a paper outlining terms for their use should be prepared. Denisse agreed to prepare the paper.

11. REVIEW OF APPROVALS OUT OF SESSION

- 11.1. The Building Manager had approval to purchase Industrial Strength Graffiti Remover – **Office Holders**

12. GENERAL BUSINESS

- 12.1. The EC **noted** that repainting was necessary on Level 1 in The Mark because sprinklers had been replaced because they were too close together. The EC noted that this work was not carried out for the EC but we understood it was a building defect being rectified. It was agreed that Grady would follow this up with JWLand/Chase.
- 12.2. The EC **discussed** the timing of meetings and if some could be held during business hours so Grady would attend. One option discussed was a lunchtime meeting for 1 hour. Shelley was to discuss this option with EC members who were not present at the meeting.

13. MEETING SCHEDULE

- 13.1. The EC **agreed** that the next EC meeting will be held on **Tuesday 13th May**.
- 13.2. A schedule of proposed future meetings was agreed as follows:
- 13.2.1. Tuesday 10 June
 - 13.2.2. Tuesday 8 July
 - 13.2.3. Tuesday 5 August
 - 13.2.4. Tuesday 2 September
 - 13.2.5. Tuesday 30 September
 - 13.2.6. Tuesday 28 October
 - 13.2.7. Tuesday 9 December (6 weeks)
 - 13.2.8. Tuesday 20 January (6 weeks)

The meeting closed at 7:32 p.m.

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting held via Zoom on Wednesday 18 March 2025 at 5:30pm.

PRESENT

EXECUTIVE COMMITTEE (EC): Warwick Vance, Shelley Cooper, Rodney Lambert, Jun Ma, Denisse Yvanovich, Parth Shah, Andrew Mackey, Robert Enright

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

1. MEETING WELCOME

- 1.1. Thomas Cubbin **welcomed** members to the meeting.
- 1.2. No Members present had any interest to declare.

2. ELECTION OF OFFICE HOLDERS

- 2.1. The committee **appointed** Shelley Cooper as the Chairperson
- 2.2. The committee **appointed** Warwick Vance as the Secretary
- 2.3. The committee **appointed** Jun Ma as the Treasurer

3. DELEGATIONS, APPROVALS AND PROCEDURES

- 3.1. The committee **agreed** to an ongoing approval process for work orders and quotes allowing office holders to approve quotes of up to **\$2000.00**. Furthermore, it was **agreed** that office holders would be delegated the task of reviewing and approving the 'Fit Out Pack' documentation for any commercial unit at the complex.

4. OUTSTANDING QUOTES

4.1. Fairy Cleaning

- 4.1.1. The committee **agreed** to accept the quote from Fairy Cleaning regarding the basement clean for **\$4,300+GST**.
- 4.1.2. The committee **agreed** to accept the quote from Fairy Cleaning regarding the carpet clean for **\$4,000+GST**.
- 4.1.3. The committee **noted** the advice from Fairy Cleaning to install a common property tap in the courtyard between Founders Lane and Cooyong St which will assist them provide all necessary cleaning services. It was **agreed** that Thomas Cubbin will obtain and distribute a quote for the installation of the tap once confirming with Fairy Cleaning a precise proposed location is given. This will be reviewed by the committee once provided.
- 4.1.4. The committee **noted** Fairy Cleaning's current arrangement of machine scrubbing the lift wells is outside the current agreement and being provided free of charge. Consideration of continuing this arrangement was contingent on the approval of the Bin Chute cleaning by Fairy Cleaning.
- 4.1.5. The committee **noted** the advice from Fairy Cleaning to undertake a clean of the bin chutes. It was **agreed** that Thomas Cubbin will obtain a quote from Fairy Cleaning for review by the committee.

4.2. Site Craft Services

- 4.2.1. The committee agreed to accept the quote from Site Craft Services regarding the bin tugs Hitches and Highlights for **\$2,020.40+GST**.
- 4.2.2. The committee agreed to accept the quote from Site Craft Services regarding the ongoing Maintenance agreement for a period of 3 years for **\$5,680.00+GST**.

- 4.3. The committee **agreed** to approve the hourly rate of Southern Sullage Services to clean the grease trap. After the clean is conducted, Southern Sullage will advise on the required frequency of future grease trap cleaning as per Icon Water's Minimum Grease Trap Requirements and the buildings approved trade waste requirements.
- 4.4. The committee **noted** that BBZ Living Solutions was still in the process of providing a quote for the repairs to the sandstone tiles around the complex. The committee **agreed** to review the quote once provided.

5. LEGAL

- 5.1. Shelley Cooper provided an update on the Deeds related to defects. The EC **agreed** to support a proposal to get the experts from both sides together (Tyrells for the OC and TCA for Altair/Chase) to try and get agreement on as much as possible regarding the defects and reduce the list of not agreed defects requiring referral to a Determining Expert under the Deed. Note: Chase and JWLand (Altair) support this. It is similar to a "conclave" type event frequently undertaken in a court case to resolve as much as possible in dispute. The more matters referred to the Determining Expert, the more expensive that process will be. Related notes: Some recent structural water ingress issues have been referred to Chase (and JWLand) and they are being investigated. Grady is managing this.

5.2. Proctor Legal

- 5.2.1. The committee **confirmed** the amendments to Energy Locals embedded network contact discussed at the AGM had been approved. It was **noted** that further amendments to the contract would need to be presented to and voted on at a future General Meeting or AGM. The committee confirmed the solar panel agreement with Skycell previously reviewed by Proctor Legal still needed to be finalised and accepted. Michael Grady **agreed** to firstly review the Skycell arrangement situation in relation to the original development prior to pursuing finalisation of the agreement.

6. ADMINISTRATIVE MATTERS

- 6.1. The committee **noted** the status of incorrectly stored items in the basement and **agreed** to continue to pursue items on top of storage cages, including issuing infringement notices as this is covered by our OC Rules and is a breach of fire regulations.
- 6.2. The committee **noted** the notice seeking interest from owners in joining an electrification sub-committee would go out shortly and that Denisse had indicated her interest in this group.
- 6.3. The committee **noted** the ongoing investigation of noise issues regarding Lot 61 (45 Ainslie). Michael Grady **noted** that this issue has been passed onto Chase construction for further action.
- 6.4. Two defect reports received from 360 Degree were **noted**. One (the Passive Fire report received on 20 Jan 2025) is to be examined more closely as some of the issues may be alleged defects in the Tyrells report. The second report concerned doors and related. It was **agreed** that the non-critical defects in this report be fixed up to around **\$500.00+GST**.

6.5. Erections and Alterations

- 6.5.1. The committee **agreed** to approve the alteration application submitted by Lot 214 (43 Currong) to install an external Tap as per the specifications provided. Denisse declared a conflict of interest as the application related to her unit.
- 6.5.2. The committee **agreed** to approve the alteration application submitted by Lot 174 (45 Ainslie) to install a Carpark Bollard as per the specifications provided.

7. FINANCIALS

- 7.1. The committee **noted** the detailed transaction list at the meeting.
- 7.2. The committee **discussed** the status of the two Term Deposit investment accounts, it was noted that Grady Strata will confirm the status of these accounts post changeover from Vantage Strata and circulate with the Committee.

8. INSURANCE

- 8.1. The committee **noted** the insurance proposal from Honan for a proposed annual policy renewal to come into effect on 20 March 2025 subject to a 21 day cooling off period at premium cost of \$121,431.54 underwriters levy (\$4,000.00) broker fee (\$225.00) and GST (\$12,565.66) making the total payable **\$138,222.19, Incl GST**. The committee **noted** the Insurance Policy Period will extend through to 20/09/2025 and **discussed** the conditions surrounding the 6-month term. The committee **noted** the Strata Manager Remuneration for this is \$12,143.15. The payable excess on all water damage related claims was \$30,000 which was an increase from last year due to the insurance claim originating from water damages sustained in December 2024. It was **noted** as per the previous year's policy that Floating floors were once again excluded.
- 8.2. **Outstanding Claims**
 - 8.2.1. The committee **noted** that the Flood Claim that occurred on 03/12/2024 in The Mark had been accepted by the insurer and rectification works would proceed. This will be arranged and managed by the insurers appointed trades.
 - 8.2.2. The committee **noted** the progression of the Public Liability Claim that was received on 17/02/2025. The committee **agreed** to seek options to ensure the lawn sprinklers are operating correctly and retract properly.

9. FROM AGM

- 9.1. The committee **noted** Grady Strata had been provided with contractor details of trades that did original signage at the complex, and a request to quote for new lift well signage has been issued. Once a quote has been provided the committee **agreed** to review and accept it.
- 9.2. The committee **noted** that Grady Strata is attempting to obtain the traffic management plan for streets surrounding the complex. Once this is provided the committee will assess if changing the traffic flow to founder's lane will be possible.
- 9.3. The committee **agreed** to obtain a quote for 4 community notice boards with the intention that each main entrance has one.

- 9.4. The committee **agreed** to arrange and facilitate ongoing Bulky Waste collections on a quarterly basis, subject to agreement to quotes for services in addition to free ones. The committee **requested** further advice regarding temporary electronic access to the bin room and noted that if made possible, a closely monitored and rigid process would be required and communicated in a formal notice.

10. REVIEW OF APPROVALS OUT OF SESSION

- 10.1. DA Form 4, Lot 352, Level 1, The Mark, Vacant Childcare. Approval for JWLand to lodge initial application – **EC**
- 10.2. Repair plant room rooftop door lock – **Office Holders**
- 10.3. Repair external auto door located at laneway between Founders Lane and Cooyong street – **EC**
- 10.4. Rule Infringement Notice Unit G16 Lot 210 for the use of an unapproved shade cloth on gate – **EC**

11. GENERAL BUSINESS

- 11.1. The committee **agreed** to accept the quote provided by Capital lines and signs for **\$11,972.51 Incl GST** to address the ongoing parking issues on founders lane. Works will consist of yellow chevron lines clearly indicating no parking areas as well as consolidating all signage in the short-term parking section that specify 'Pick Up Set Down Only'.
- 11.2. The committee **agreed** that the next EC meeting will be held on Tuesday 15th April and every 4 weeks after. The committee **noted** Grady Strata's comments regarding the Strata Management Agreement in place, specifically that 6 EC meetings per year are included in the agreement and that these meetings are to be held during office hours. Grady Strata attendance to meetings exceeding this number during office hours will be associated with the additional service charge of **\$132.00 Incl GST** for the first hour and each subsequent hour or part thereof.



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006105735
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/03/2025 to 20/09/2025 at 4:00pm
Plan Number	4796
The Insured	THE OWNERS - UNITS PLAN NO.4796
Situation	2 BATMAN STREET BRADDON ACT 2612
Additional description	CO-INSURANCE PROGRAM APPLIES TO THIS POLICY (CHU FOLLOW SHARE 23%)

Policies Selected

Policy 1 – Insured Property

Building: \$176,083,400

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$26,412,510

Policy 2 – Liability to Others

Not Selected

Policy 3 – Voluntary Workers

Not Selected

Policy 4 – Fidelity Guarantee

Not Selected

Policy 5 – Office Bearers' Legal Liability

Not Selected

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$26,412,510

Extended Cover - Loss of Rent & Temporary Accommodation: \$3,961,876

Escalation in Cost of Temporary Accommodation: \$1,320,625

Cost of Removal, Storage and Evacuation: \$1,320,625

Policy 8 – Government Audit Costs and Legal Expenses

Not Selected

Policy 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

Flood Cover is included.

Notes

Coinsurance applies:

The sums insured stated in this Schedule represents 100% of the total sums insured that form part of a coinsurance program.

CHU's participation is limited to 23% of Policies 1, 7 and 9 only of the sums insured stated under Policy 1 - Insured Property, Policy 7 - Catastrophe Insurance and Policy 9 - Lot Owners' Fixtures and Improvements in this Schedule as follow insurer in a coinsurance program (where shown as selected).

CHU Capacity Summary:

23% for Policy 1, 7 and 9 (where shown as selected).

Date Printed

21/03/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**ANNUAL GENERAL MEETING MINUTES
NOTIFICATION OF REDUCED QUORUM DECISIONS
THE MARK AND PROVENANCE
UNITS PLAN 4796
47 CURRONG STREET, BRADDON, ACT, 2612**

Held At Ainslie Art Centre located at 30 Elouera Street, Braddon on **Wednesday 12th February 2025 at 5:30 pm** As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present (In-Person):

Lot	Unit	Representatives
59	330	Dianne Gbel
74	412	Lachlan J Elliott
107	514	Adam John Wicks & Hatley Amanda Wicks
136	612	Sam Hok Sum Lam
178	804	Katarzyna & Waldemar Rudzik
180	901	Robert Alan Enright
181	902	The Whiting Family Co ATF The Whiting Property Trust
185	1001	Andrew P Mackey
193	1104	Hailey Rae Musgrove
195	G1	B K Carlsund & D A Carlsund
204	G10	Saihui Wang & Ying Hao Tou
214	G20	Denisse & Gerard Yvanovich
215	101	Shelley Christine Cooper
216	102	Kirsten Brorsen
235	121	John K Heaney
236	122	Rodney Lambert
254	218	Vana Tark
263	305	Jun Ma
280	322	Warwick Michael Vance & Kerry Joy Cambridge
281	401	Daniel Connell & Gail Winkworth
286	406	Xinwen He
294	414	J Wharton & K Wharton
321	603	Jingyun Wu
313	511	Susan Jane Mickleburgh
336	G3	Parth Shah
337	G4	Parth Shah
351	G18	Sim Fam 2 Pty Ltd

Proxies:

Lot	Unit	Representative	Appointing	Lot	Unit
194	1105	John B Vild	Shelley Cooper	215	101
193	1104	Hailey Rae Musgrove	Susan Muscgrove	193	1104
198	G04	Inga Allen, Franziska & Sylvia Mandl	Denisse Yvanovich	214	G20
199	G05	Sylvia A Mandl	Denisse Yvanovich	214	G20
222	108	Nigarish N Haider	Denisse Yvanovich	214	G20
224	110	A C & M L Tarry	Denisse Yvanovich	214	G20
231	117	Keydan Bruce & Farzana Choudhury	Denisse Yvanovich	214	G20
250	214	Rashmi Sindhu Chary	Rod & Anne Lambert	236	122
259	301	Barbara Haggstrom	Shelley Cooper	215	101

Absentee Voting Forms: N/A

Apologies: N/A

Grady Strata & Facilities Representatives: Michael Grady, Thomas Cubbin & Mark Terracini

The managing agents, Mr Michael Grady & Mr Thomas Cubbin of Grady Strata & Facilities, welcomed members of the Owners Corporation into the meeting. Each member was informed that votes would be cast by raising the voting paddles for each motion.

Mrs. Shelley Cooper assumed the position of Chair as the current Chair of the Executive Committee.

The managing agent advised at 5:30pm that a quorum had not been achieved and therefore the meeting would officially commence at 6:00pm.

The managing agent gave an overview of operational and financial milestones over the last 12 months, a general update on the status of defects, upcoming works related to them and an overview of long-term goals identified from the time Grady Strata & Facilities took over management on Wednesday 18th December 2024. The meeting commenced at 6:00pm.

Motion 1: Minutes of General Meeting 18 November 2024 (Ordinary Resolution)

Motion 1: *“That the Owners Corporation adopt the minutes of the 18 November 2024 General Meeting as provided.”*

Motion Carried

Motion 2: Financial Statements (Ordinary Resolution)

Motion 2: *“That the Owners Corporation adopt the audited financial statements for the financial year ended 31st December 2024.”*

As the audited financials were distributed a few days before the meeting, Mr Michael Grady highlighted some key points to those present. It was noted that the Owners Corporation came in slightly under their budgeted expenditure and stated that there were no notable concerns.

Motion Carried

Motion 3: Sinking Fund Plan Adoption (Ordinary Resolution)

Motion 3: *“That the Owners Corporation agree to adopt the Sinking Fund Plan from QIA Group dated 17 May 2024 and as supplied with the 2025 Annual General Meeting Package.”*

As treasure for the year that was, Warwick Vance briefly discussed the Sinking Fund Forecast, and the amendments requested to QIA to have a accurate starting point for capital works for the next several years.

Motion Carried

Motion 4 Amended: Administration Fund Split Owners Corporation Rule (Special Resolution)

Motion 4: *“That the Owners Corporation RESOLVE by SPECIAL RESOLUTION, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to amend the registered Rules to include Administration Fund Split as follows:*

The Mark building (Units Plan 4796) is comprised of both residential and commercial units. The Owners Corporation agree that commercial units raise moneys to cover any additional services required that only benefit commercial unit owners, as such residential owners would NOT contribute to these services:

- *Grease trap maintenance and clearing.*
- *Cleaning of the level one bathroom.*
- *Sanitary bin cleaning within the bathrooms.*

As a commercial units purpose clause may vary subject to each tenancy, maintenance and contributions related to the Grease Trap will be as follows:

- (a) The Owners Corporation determine a schedule for the maintenance and clearing of the grease traps to ensure compliance with relevant legislative requirements.*
- (b) Despite (a), the commercial unit owners connected to each grease trap are responsible for the costs associated with the ongoing maintenance and clearing of the grease trap.*
- (c) Despite (a) the cost of ongoing maintenance and clearing of the grease trap will be shared equally between all commercial units that are connected to the grease trap.*

The levies for which are to be calculated based on total unit entitlement for each additional service and those units participation and requirement of each service. A example of this is shown below.

Grease Trap Users (Lots 335, 339, 340, 342, 349)

Total unit entitlement aggregate = 2029

Commercial units' level one (Lots 353 - 359)

Total unit entitlement aggregate = 1734

Commercial units The Mark (Lots 334 – 351, 353 – 359)

Total unit entitlement aggregate = 8512

To calculate levies each individual commercial owner the following formula is used respective to each additional service:

Admin Fund levy formula for **commercial units**

$$A = \frac{B \times C}{D} + \frac{E \times C}{F} + \frac{G \times C}{H}$$

Where:

A = Admin Fund levy payable per relevant lot

B = Admin Fund levy **Grease Trap** total (\$)

C = unit entitlement (of relevant unit)

D = total **Grease Trap** entitlement aggregate

E = Admin Fund levy **Level One** total (\$)

F = total **Level One** entitlement aggregate

G = Admin Fund levy **The Mark Commercial** total (\$)

H = total **The Mark Commercial** entitlement aggregate

Motion Carried by Special Resolution

Motion 5: 2025 Administrative Fund Budget & Levy (Ordinary Resolution)

Motion 5: "That the Owners Corporation RESOLVE to adopt an administrative budget of \$1,238,642 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."

The meeting noted that the Admin Fund levies are proposed to increase by approximately 9.17%, whilst the overall levies in the combined admin fund and sinking fund would only increase slightly due to cost efficiencies in the Sinking Fund.

Motion Carried

Motion 6: Grease Trap Budget & Levy (Special Resolution)

Motion 6: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a Grease Trap budget of \$7,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 335, 339, 340, 342 and 349 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."

Motion Carried by Special Resolution

Motion 7: The Mark Sanitary Services Budget & Levy (Special Resolution)

Motion 7: "That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for The Mark sanitary services of \$5,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 334 – 351 and Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025."

Motion Carried by Special Resolution

Motion 8: Level One Commercial Bathroom Cleaning Budget & Levy (Special Resolution)

Motion 8: “That the Owners Corporation RESOLVE by SPECIAL RESOLUTION to adopt a budget for cleaning of the Level one commercial bathroom of \$10,000 (plus GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners of Lots 353 – 359 in accordance with their unit entitlements and payable via 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025.”

Motion Carried by Special Resolution

Motion 9: Sinking Fund Budget & Levy (Ordinary Resolution)

Motion 9: “That the Owners Corporation RESOLVE to adopt the proposed Sinking Fund expenditure budget of \$58,347.75 (plus GST) and that a contribution of \$141,500 (plus GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 12 March 2025, 12 May 2025, 12 August 2025 and 12 November 2025.”

Motion Carried

Motion 10: Executive Committee Election (Special Resolution)

Motion 10: “That the Owners Corporation agree to create 8 Executive Committee Positions and appoint the below owners to stand as Executive Committee members until the next Annual General Meeting”.

Lot	Unit	Representative
280	322	Warwick Michael Vance
215	101	Shelley Cooper
236	122	Rodney Lambert
263	305	Jun Ma
214	G20	Denisse Yvanovich
336	G03	Parth Shah
185	1001	Andrew P Mackey
180	901	Robert Alan Enright

Motion Carried by Special Resolution

ONGOING MAINTENANCE

The meeting **noted** that the maintenance plan drafted by QIA Group provides for monthly, quarterly, 6-monthly, annually and a longer-term maintenance schedule and a description of the type of maintenance required to each asset. A copy of the maintenance plan is available via the Owners Portal or on request via email to Grady Strata.

FIRE SAFETY REVIEW

The meeting **noted** that the buildings fire equipment and assets are presently being serviced in accordance with the relevant Australian Standards by 360 Degree Fire. Fire equipment and infrastructure recorded as non-compliant with the standards are assessed as to whether they are a construction defect or failures post-construction before approval for remediation or otherwise.

DEFECTS PROJECT AND NEW STRUCTURAL DEFECTS

As Chairperson for the year that was and for the purpose of the meeting, Shelley Cooper **noted** the progress of pursuing rectifications to building defects matters. Shelley **reported** that the EC had looked at most defects in all accessible common areas (other than defects it could obviously not form any view on eg membrane issues) and conducted a desktop review of all lot defects. As the alleged defects for both encompass a very high number of potential defects (over 1500 line items many of which many are recurring issues), and based on legal advice provided to the EC re options for managing this and discussed at the Town Hall meeting in November 2024, the EC has agreed to pursue a consolidated 'priorities list' referring to critical defects. This list has a focus on waterproofing and water leaks, structural issues, defects related to fire safety particularly passive fire defects within the property and finally air conditioning, exhausts, vents, and extraction fans in wet areas.

The meeting requested Owners to submit any new defect potentially of a structural nature within their unit eg water ingress, with the developer and builder, copied to Grady. This will streamline the list of defect rectification requests and assist in speeding up the repair process. Further clarification was provided at the meeting about the budgeted expenditure of 70k towards legal fees, and how it assists in progressing the above-mentioned defect rectifications, noting that this is based on an estimate of costs provided by Sparke Helmore Lawyers.

Motion 11: Insurance Renewal (Ordinary Resolution)

Motion 11: *"That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy in consultation and via instruction from the Executive Committee."*

The practice of how Strata Management companies obtain their commissions for Owners Corporation insurance renewals, their policies and processes about disclosure in the ACT was noted. Owners were urged to submit their own applications online to encourage legislation change in this area.

Motion Carried

Motion 12: Contractual Amendment – Energy Locals (Special Resolution)

Motion 12: *"That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to the amend the EnergyLocals Network Services Agreement dated 01/08/24 by way of execution of the Deed of Amendment attached to the 2025 Annual General Meeting Package. For the avoidance of doubt, the Executive Committee are authorized to affix the Common Seal and sign the Deed as approved by Owners at this meeting."*

Mr Michael Grady further discussed the nature of the Deed with Energy Locals, and further discussions between Energy Locals and Grady Strata & Facilities management regarding an additional deed amendment related to the hot water systems.

Motion Carried by Special Resolution

GENERAL BUSINESS

Motion 13: Amendment Of Rules – Investment Of Fund Delegation (Special Resolution)

Motion 13: *“That the Owners – UP4796 RESOLVE by SPECIAL RESOLUTION to amend the Rules of UP4796 to insert the following:*

The Owners Corporation delegates authority under Section 69 of the Unit Titles (Management) Act 2011 to the Executive Committee to invest funds held by the Owners Corporation in Term Deposits with major financial institutions as may be deemed necessary by the Executive Committee from time-to-time.”

Motion Carried by Special Resolution

OTHER BUSINESS

Bollards

The nature of the bollards along the external of the grassed area and their return on investment was discussed. Liability for damage and maintenance to the bollards were posed. Considerations for this to remain open and potential for it to be defined as a ‘public space’. It was also mentioned that resources were better spent to block off or restrict access between the laneway that connects the mark and provenance buildings.

EV Charging

The meeting noted that a sub-committee is being constructed from within the OC for the purposes of considering overall electrification of the building (de-gassing and EV charging infrastructure). Future notices will be issued to canvas expressions of interest. Further details regarding the Electrification Pilot through the ACT Government were provided, with the EC to consider whether it lodges an application to this pilot program, which provides a potential low-cost assessment of electrification pathways and infrastructure changes for the OC.

Bin Room Access

It was **proposed** that all permanent residents are provided with access to the bin rooms. Accessibility options were discussed fob, swipe, or a pin code. It was **informally agreed** that a system where residents can register for access to the bin room for limited durations swipe access, example of 24-48 hour access to a unit specific swipe card. CXI will confirm the capabilities of this with the EC. The intent behind this is to assist with disposal of large items

Lift Well Signage

It was agreed that the Executive Committee would expend up to \$2,000.00 for the purpose of wayfinding signage located in each of the lift wells to clearly show the street numbers of 43 , 47 , 2 & 45.

Intercom & Security

The capability of some of the Intercom's systems at the complex may allow for pin-codes to provide building access. This needs to be investigated further as security awareness should be communicated.

Secretarial note: Grady Strata and Facilities management are to investigate how many units at the complex are rented out as Airbnbs.

Carpark Driveway Entrance

Owners identified some issues with the driveway 'Founders Lan' specifically that vehicles parking outside the basement is restricting safe access in and out of the building as well as non-residents utilizing the lane to cut through the building, sometimes at excessive speeds. To assist with fixing these issues, it was informally agreed that the Executive Committee would investigate options and the suitability that Founders Lane be changed to facilitate 'one way' passage only and the BM will resume further activity in this location in the interim to deter inappropriately located vehicles. It was proposed that all vehicles would enter through Batman Street and exit into Ainslie Avenue. Grady Strata and Facilities management will investigate potential road pathway changes and any necessary approvals and changes to traffic management plans with Access Canberra.

Notice Boards.

A request to install Community Notice Boards was put forward. The executive committee will consider options and locations within building entrances and lobby areas. It was noted that the community notice boards are to be kept separate to notices from Strata Management

Meeting closed at 7:38pm

Sinking Fund Plan

The Mark and Provenance

**2 Batman Street, 45 Ainslie Avenue, 43 and
47 Currong Street (North), Canberra,**

ACT 2601

Scheme Number: 4796



COMPILED BY STEVE VILJOEN

**On 24 November 2020 for the
15 Years Commencing: 1 January 2021
QIA Job Reference Number: 150991**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

2 Batman Street, 45 Ainslie Avenue, 43 and 47 Currong Street (North), Canberra, ACT 2601

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	100000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$2.11

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 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

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

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/01/2021	\$0	\$211,087	\$2.11	\$18,200	\$192,887
2	01/01/2022	\$192,887	\$217,420	\$2.17	\$18,746	\$391,561
3	01/01/2023	\$391,561	\$223,942	\$2.24	\$19,308	\$596,194
4	01/01/2024	\$596,194	\$230,660	\$2.31	\$123,922	\$702,933
5	01/01/2025	\$702,933	\$237,580	\$2.38	\$27,562	\$912,952
6	01/01/2026	\$912,952	\$244,708	\$2.45	\$34,338	\$1,123,321
7	01/01/2027	\$1,123,321	\$252,049	\$2.52	\$123,085	\$1,252,285
8	01/01/2028	\$1,252,285	\$259,610	\$2.60	\$80,458	\$1,431,438
9	01/01/2029	\$1,431,438	\$267,399	\$2.67	\$525,386	\$1,173,450
10	01/01/2030	\$1,173,450	\$275,421	\$2.75	\$41,157	\$1,407,714
11	01/01/2031	\$1,407,714	\$283,683	\$2.84	\$66,789	\$1,624,608
12	01/01/2032	\$1,624,608	\$292,194	\$2.92	\$87,052	\$1,829,750
13	01/01/2033	\$1,829,750	\$300,960	\$3.01	\$724,284	\$1,406,426
14	01/01/2034	\$1,406,426	\$309,988	\$3.10	\$233,061	\$1,483,353
15	01/01/2035	\$1,483,353	\$319,288	\$3.19	\$1,042,108	\$760,534

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2021		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$18,200
<u>Total Forecast Expenditure for year - January 2021 (Inc GST):</u>		<u>\$18,200</u>
Includes GST amount of :		\$1,655
January 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$18,746
<u>Total Forecast Expenditure for year - January 2022 (Inc GST):</u>		<u>\$18,746</u>
Includes GST amount of :		\$1,704
January 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$19,308
<u>Total Forecast Expenditure for year - January 2023 (Inc GST):</u>		<u>\$19,308</u>
Includes GST amount of :		\$1,755
January 2024		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$6,908
- Capital Replacement - General		\$19,888
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting 50% of total		\$32,994
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$38,479

January 2024 continued	Expense Inc GST

PLANT & EQUIPMENT

- Provision for ongoing replacement of exhaust/supply/jet fans	\$25,653

<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>	<u>\$123,922</u>

Includes GST amount of :	\$11,266

January 2025	Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$20,484

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$3,698

TOILET

- Repaint walls	\$1,785

- Repaint ceiling	\$1,594

<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>	<u>\$27,562</u>

Includes GST amount of :	\$2,506

January 2026	Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$21,099

FURNITURE & FITTINGS

- Provision for ongoing replacement of door closers	\$6,068

PLANT & EQUIPMENT

- Provision for ongoing repair/maintain of ventilation ducting	\$7,171

<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>	<u>\$34,338</u>

Includes GST amount of :	\$3,122

January 2027		Expense Inc GST
SUPERSTRUCTURE		
- Maintain screens/louvres/rails/frames		\$2,435
- Maintain balcony/patio floor tiles		\$58,049
- Capital Replacement - General		\$21,732
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain concrete driveway 3% of total		\$8,594
ENTRY FOYER		
- Maintain floor tiles 10% of total		\$2,131
TOILET		
- Provision to maintain tiling 10% of total		\$9,944
LOBBIES		
- Maintain floor tiles 10% of total		\$4,735
PLANT & EQUIPMENT		
- Replace town water pumps (partial accrual)		\$5,759
RECREATION AREA		
- Maintain floor tiles 10% of total		\$9,707
<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>		<u>\$123,085</u>
	Includes GST amount of :	\$11,190

January 2028		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$7,775
- Capital Replacement - General		\$22,384
BASEMENT		
- Replace main entry/exit garage door motors		\$7,511

January 2028 continued		Expense Inc GST
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain tiled pathways 3% of total		\$11,519
ENTRY FOYER		
- Provision to upgrade automatic doors (partial accrual)		\$13,377
FIRE PROTECTION SYSTEMS		
- Provision to replace pressure tanks		\$2,648
PLANT & EQUIPMENT		
- Replace sewer pumps		\$10,367
RECREATION AREA		
- Provision for outdoor furniture replacement		\$4,877
<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>		<u>\$80,458</u>
Includes GST amount of :		\$7,314
January 2029		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$23,055
BASEMENT		
- Repaint line marking		\$20,524
- Repaint previously painted basement surfaces		\$59,419
- Repaint door face		\$4,134
- Repaint bollards		\$6,459
ENTRY FOYER		
- Repaint walls		\$4,622
- Repaint ceiling		\$2,971
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting 50% of total		\$38,249

January 2029 continued		Expense Inc GST
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$44,608
- Provision to replace fire hydrant valve assemblies & seals		\$17,223
LOBBIES		
- Repaint walls		\$145,247
- Repaint ceiling		\$67,672
- Repaint door face		\$48,117
STAIRWELL		
- Repaint door face		\$13,348
PLANT & EQUIPMENT		
- Provision for ongoing replacement of exhaust/supply/jet fans		\$29,738
<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>		<u>\$525,386</u>
Includes GST amount of :		\$47,762
January 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$23,747
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$4,287
- Provision for ongoing replacement of door closers		\$6,830
PLANT & EQUIPMENT		
- Replace town water pumps (partial accrual)		\$6,293
<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>		<u>\$41,157</u>
Includes GST amount of :		\$3,742

January 2031	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$24,459
BASEMENT	
- Replace stormwater pumps	\$11,420
FIRE PROTECTION SYSTEMS	
- Overhaul hydrant/sprinkler booster pumps and controllers	\$24,363
- Replace jacking pumps	\$6,547
<u>Total Forecast Expenditure for year - January 2031 (Inc GST):</u>	<u>\$66,789</u>
	Includes GST amount of : \$6,072
January 2032	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$8,751
- Capital Replacement - General	\$25,193
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain concrete driveway 3% of total	\$9,963
ENTRY FOYER	
- Provision to upgrade automatic doors (partial accrual)	\$15,056
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	\$11,998
PLANT & EQUIPMENT	
- Provision for ongoing repair/maintain of ventilation ducting	\$8,563
RECREATION AREA	
- Replace astro turf	\$7,528
<u>Total Forecast Expenditure for year - January 2032 (Inc GST):</u>	<u>\$87,052</u>
	Includes GST amount of : \$7,914

January 2033	Expense Inc GST
SUPERSTRUCTURE	
- Maintain balcony/patio floor tiles	\$69,313
- Capital Replacement - General	\$25,949
BASEMENT	
- Provision for CO monitor replacement	\$15,992
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain tiled pathways 3% of total	\$13,354
- Provision to upgrade intercom systems & associated equipment	\$12,018
- Provision to replace swipe readers	\$1,357
FURNITURE & FITTINGS	
- Provision to replace intercom handsets	\$155,820
- Provision to upgrade swipe readers	\$2,714
- Provision to upgrade intercom systems & associated equipment	\$14,700
FIRE PROTECTION SYSTEMS	
- Provision to upgrade Fire Panel & associated detection equipment	\$176,400
LOBBIES	
- Replace carpet	\$224,135
PLANT & EQUIPMENT	
- Replace town water pumps (partial accrual)	\$6,877
RECREATION AREA	
- Provision for outdoor furniture replacement	\$5,654
<u>Total Forecast Expenditure for year - January 2033 (Inc GST):</u>	<u>\$724,284</u>
Includes GST amount of :	\$65,844

January 2034	Expense Inc GST
SUPERSTRUCTURE	
- Maintain screens/louvres/rails/frames	\$2,995
- Capital Replacement - General	\$26,727
ENTRY FOYER	
- Maintain floor tiles 10% of total	\$2,621
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting 50% of total	\$44,342
- Provision for ongoing replacement of door closers	\$7,687
TOILET	
- Provision to maintain tiling 10% of total	\$12,229
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$51,712
- Replace sprinkler pumps	\$9,900
LOBBIES	
- Maintain floor tiles 10% of total	\$5,823
ROOF	
- Replace solar panel inverters	\$22,612
PLANT & EQUIPMENT	
- Provision for ongoing replacement of exhaust/supply/jet fans	\$34,475
RECREATION AREA	
- Maintain floor tiles 10% of total	\$11,938
Total Forecast Expenditure for year - January 2034 (Inc GST):	
	\$233,061
Includes GST amount of :	
	\$21,187

January 2035	Expense Inc GST
SUPERSTRUCTURE	
- Repaint exterior building surfaces in 15 years	\$466,144
- Scaffold/access equip allowance	\$77,762
- Repaint door face	\$4,936
- Capital Replacement - General	\$27,529
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$4,970
TOILET	
- Repaint walls	\$2,399
- Repaint ceiling	\$2,142
ROOF	
- Replace planter box membrane	\$4,456
- Provision for membrane replacement in 20 years (partial accrual)	\$92,222
PLANT & EQUIPMENT	
- Refurbish lift interior in 24 years (partial accrual)	\$16,795
- Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$342,753
<u>Total Forecast Expenditure for year - January 2035 (Inc GST):</u>	<u>\$1,042,108</u>
	Includes GST amount of :
	\$94,737

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint exterior building surfaces in 15 years	\$272,000	2035	10															466144
- Scaffold/access equip allowance	\$45,375	2035	10															77762
- Repaint door face	\$2,880	2035	10															4936
- Maintain screens/louvres/rails/frames	\$1,800	2027	7							2435							2995	
- Provision to replace balustrade/handrail fixings	\$5,580	2024	4				6908				7775				8751			
- Maintain balcony/patio floor tiles	\$42,908	2027	6							58049						69313		
- Capital Replacement - General	\$16,064	2021	1	18200	18746	19308	19888	20484	21099	21732	22384	23055	23747	24459	25193	25949	26727	27529
BASEMENT																		
- Repaint line marking	\$14,300	2029	10									20524						
- Provision for CO monitor replacement	\$9,900	2033	14													15992		
- Repaint previously painted basement surfaces	\$41,400	2029	10									59419						
- Repaint door face	\$2,880	2029	10									4134						
- Replace main entry/exiit garage door motors	\$5,390	2028	10								7511							
- Replace stormwater pumps	\$7,500	2031	12											11420				
- Repaint bollards	\$4,500	2029	10									6459						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain tiled pathways 3% of total	\$8,266	2028	5								11519					13354		
- Maintain concrete driveway 3% of total	\$6,352	2027	5							8594					9963			
- Provision to upgrade intercom systems & associated equipment	\$7,440	2033	14													12018		
- Provision to replace swipe readers	\$840	2033	14													1357		
ENTRY FOYER																		
- Repaint walls	\$3,220	2029	10									4622						
- Repaint ceiling	\$2,070	2029	10									2971						
- Maintain floor tiles 10% of total	\$1,575	2027	7							2131							2621	
- Provision to upgrade automatic doors (partial accrual)	\$9,600	2028	4								13377				15056			
FURNITURE & FITTINGS																		
- Install/Replace sensors/exits/emergency lighting 50% of total	\$26,650	2024	5				32994					38249					44342	
- Ongoing partial replacement of exterior lighting	\$2,900	2025	5					3698					4287					4970
- Provision to replace intercom handsets	\$96,460	2033	14													155820		
- Provision to upgrade swipe readers	\$1,680	2033	14													2714		
- Provision to upgrade intercom systems & associated equipment	\$9,100	2033	14													14700		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FURNITURE & FITTINGS																		
- Provision for ongoing replacement of door closers	\$4,620	2026	4						6068				6830				7687	
TOILET																		
- Repaint walls	\$1,400	2025	10					1785										2399
- Provision to maintain tiling 10% of total	\$7,350	2027	7							9944							12229	
- Repaint ceiling	\$1,250	2025	10					1594										2142
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$16,000	2031	15											24363				
- Provision to upgrade Fire Panel & associated detection equipment	\$109,200	2033	15													176400		
- Provision to replace fire hose reels	\$7,650	2032	14												11998			
- Provision to replace portable fire extinguishers	\$31,080	2024	5				38479					44608					51712	
- Provision to replace fire hydrant valve assemblies & seals	\$12,000	2029	10									17223						
- Replace jacking pumps	\$4,300	2031	12											6547				
- Replace sprinkler pumps	\$5,950	2034	15														9900	
- Provision to replace pressure tanks	\$1,900	2028	10								2648							

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
LOBBIES																		
- Repaint walls	\$101,200	2029	10									145247						
- Repaint ceiling	\$47,150	2029	10									67672						
- Replace carpet	\$138,750	2033	14													224135		
- Repaint door face	\$33,525	2029	10									48117						
- Maintain floor tiles 10% of total	\$3,500	2027	7							4735							5823	
ROOF																		
- Replace planter box membrane	\$2,600	2035	16															4456
- Provision for membrane replacement in 20 years (partial accrual)	\$53,812	2035	2															92222
- Replace solar panel inverters	\$13,590	2034	15														22612	
STAIRWELL																		
- Repaint door face	\$9,300	2029	10									13348						
PLANT & EQUIPMENT																		
- Refurbish lift interior in 24 years (partial accrual)	\$9,800	2035	2															16795
- Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$200,000	2035	2															342753
- Provision for ongoing replacement of exhaust/supply/jet fans	\$20,720	2024	5				25653					29738					34475	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
PLANT & EQUIPMENT																		
- Provision for ongoing repair/maintain of ventilation ducting	\$5,460	2026	6						7171						8563			
- Replace town water pumps (partial accrual)	\$4,257	2027	3							5759			6293			6877		
- Replace sewer pumps	\$7,440	2028	10								10367							
RECREATION AREA																		
- Provision for outdoor furniture replacement	\$3,500	2028	5								4877					5654		
- Maintain floor tiles 10% of total	\$7,175	2027	7							9707							11938	
- Replace astro turf	\$4,800	2032	14												7528			
Total				18200	18746	19308	123922	27562	34338	123085	80458	525386	41157	66789	87052	724284	233061	1042108
Includes GST amount of				1655	1704	1755	11266	2506	3122	11190	7314	47762	3742	6072	7914	65844	21187	94737

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint exterior building surfaces in 15 years	\$272,000	2035	10	25063	50878	77467	104854	133063	162118	192044	222868	254617	287319	321001	355694	391428	428234	466144
- Scaffold/access equip allowance	\$45,375	2035	10	4181	8487	12923	17492	22197	27044	32037	37179	42475	47930	53549	59337	65298	71438	77762
- Repaint door face	\$2,880	2035	10	265	539	820	1110	1409	1717	2034	2360	2696	3042	3399	3766	4145	4535	4936
- Maintain screens/louvres/rails/frames	\$1,800	2027	7	318	645	982	1329	1687	2056	2435	391	793	1208	1635	2075	2528	2995	481
- Replace external doors in 24 years	\$3,150	2044	25	205	415	632	856	1086	1323	1568	1819	2078	2345	2620	2903	3195	3496	3805
- Provision to replace balustrade/handrail fixings	\$5,580	2024	4	1651	3352	5104	6908	1858	3773	5744	7775	2092	4246	6465	8751	2354	4779	7277
- Replace mod wood timber decking in 25 years	\$5,600	2044	25	364	738	1124	1522	1931	2353	2787	3234	3695	4170	4659	5162	5681	6215	6765
- Provision to replace single roller shutter doors to bin room in 25 years	\$9,750	2045	26	616	1250	1904	2577	3270	3984	4719	5477	6257	7061	7888	8741	9619	10523	11455
- Maintain balcony/patio floor tiles	\$42,908	2027	6	7576	15379	23416	31694	40221	49003	58049	10716	21753	33121	44830	56891	69313	12795	25974
- Capital Replacement - General	\$16,064	2021	1	18200	18746	19308	19888	20484	21099	21732	22384	23055	23747	24459	25193	25949	26727	27529
BASEMENT																		
- Repaint line marking	\$14,300	2029	10	2020	4101	6244	8452	10726	13068	15480	17965	20524	2406	4884	7437	10066	12774	15563
- Provision for CO monitor replacement	\$9,900	2033	14	1024	2079	3165	4284	5436	6623	7846	9105	10403	11739	13115	14532	15992	1416	2874
- Repaint previously painted basement surfaces	\$41,400	2029	10	5849	11873	18078	24469	31052	37833	44817	52010	59419	6966	14140	21530	29142	36982	45057
- Replace double garage doors in 35 years	\$7,860	2055	36	402	817	1244	1683	2136	2603	3083	3578	4088	4613	5153	5710	6284	6875	7484

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
BASEMENT																		
- Repaint door face	\$2,880	2029	10	407	826	1258	1702	2160	2632	3118	3619	4134	485	984	1498	2027	2573	3134
- Provision to replace main entry/exit garage doors in 30 years	\$16,500	2051	32	907	1842	2805	3797	4818	5870	6953	8070	9219	10403	11623	12879	14173	15505	16878
- Replace main entry/exiit garage door motors	\$5,390	2028	10	845	1715	2611	3534	4484	5464	6472	7511	881	1787	2722	3684	4675	5695	6747
- Replace stormwater pumps	\$7,500	2031	12	892	1810	2756	3730	4734	5768	6832	7929	9058	10222	11420	1147	2329	3546	4800
- Repaint bollards	\$4,500	2029	10	636	1291	1965	2660	3375	4113	4872	5654	6459	757	1537	2340	3168	4020	4898
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain tiled pathways 3% of total	\$8,266	2028	5	1295	2630	4004	5419	6877	8379	9926	11519	2515	5106	7775	10523	13354	2916	5919
- Maintain concrete driveway 3% of total	\$6,352	2027	5	1122	2277	3467	4692	5955	7255	8594	1877	3809	5800	7851	9963	2175	4416	6724
- Provision to upgrade intercom systems & associated equipment	\$7,440	2033	14	770	1562	2378	3219	4085	4977	5896	6843	7818	8822	9856	10921	12018	1064	2160
- Provision to replace swipe readers	\$840	2033	14	87	176	269	364	461	562	666	773	883	996	1113	1233	1357	120	244
ENTRY FOYER																		
- Repaint walls	\$3,220	2029	10	455	924	1406	1903	2415	2943	3486	4046	4622	542	1100	1675	2267	2876	3505
- Repaint ceiling	\$2,070	2029	10	292	594	904	1223	1553	1892	2241	2601	2971	348	707	1076	1457	1849	2252
- Maintain floor tiles 10% of total	\$1,575	2027	7	278	565	860	1164	1477	1799	2131	342	694	1057	1431	1816	2213	2621	421
- Provision to upgrade automatic doors (partial accrual)	\$9,600	2028	4	1504	3054	4650	6294	7987	9731	11527	13377	3599	7306	11124	15056			

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FENCING																		
- Replace roof top powder coated slat fencing in 35 years	\$24,375	2055	36	1248	2533	3857	5220	6625	8071	9561	11096	12677	14305	15982	17709	19488	21321	23208
- Replace rooftop powder coated baluster fencing in 35 years	\$16,900	2055	36	865	1756	2674	3619	4593	5596	6629	7693	8789	9918	11081	12278	13512	14782	16091
- Replace powder coated pedestrian gates in 30 years	\$3,870	2050	35	217	441	671	909	1153	1405	1664	1931	2206	2490	2781	3082	3392	3711	4039
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 35 years	\$72,735	2055	36	3724	7559	11509	15578	19769	24085	28531	33111	37828	42686	47690	52844	58153	63621	69253
- Install/Replace sensors/exits/emergency lighting 50%	\$26,650	2024	5	7886	16010	24376	32994	7204	14625	22268	30140	38249	8352	16955	25815	34942	44342	
- Ongoing partial replacement of exterior lighting	\$2,900	2025	5	697	1414	2153	2914	3698	807	1639	2496	3378	4287	936	1900	2893	3916	4970
- Provision to replace intercom handsets	\$96,460	2033	14	9977	20253	30838	41740	52970	64536	76449	88720	101358	114376	127784	141595	155820	13794	28002
- Provision to upgrade swipe readers	\$1,680	2033	14	174	353	537	727	923	1124	1332	1545	1765	1992	2226	2466	2714	240	488
- Provision to upgrade intercom systems & associated equipment	\$9,100	2033	14	941	1911	2909	3938	4997	6088	7212	8370	9562	10790	12055	13358	14700	1301	2642
- Provision for ongoing replacement of door closers	\$4,620	2026	4	938	1904	2900	3925	4980	6068	1633	3314	5046	6830	1837	3730	5679	7687	
TOILET																		
- Repaint walls	\$1,400	2025	10	336	683	1039	1407	1785	209	425	647	875	1111	1354	1603	1861	2126	2399
- Provision to maintain tiling 10% of total	\$7,350	2027	7	1298	2634	4011	5429	6890	8394	9944	1596	3240	4933	6677	8473	10323	12229	1963
- Repaint ceiling	\$1,250	2025	10	300	609	928	1256	1594	187	379	578	782	992	1209	1432	1662	1898	2142
- Provision to replace toilets in 20 years	\$9,120	2040	22	674	1369	2084	2821	3580	4361	5167	5996	6850	7730	8636	9569	10531	11521	12541

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
TOILET																		
- Provision to replace basins in 20 years	\$2,635	2040	22	195	395	602	815	1034	1260	1493	1732	1979	2233	2495	2765	3043	3329	3624
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$16,000	2031	15	1902	3861	5880	7958	10099	12304	14576	16915	19325	21807	24363	2041	4143	6308	8538
- Provision to upgrade Fire Panel & associated detection equipment	\$109,200	2033	15	11295	22928	34911	47253	59966	73059	86546	100437	114745	129482	144662	160296	176400	14776	29996
- Provision to replace fire hose reels	\$7,650	2032	14	845	1716	2613	3537	4488	5468	6478	7518	8589	9692	10828	11998	1062	2156	3283
- Provision to replace portable fire extinguishers	\$31,080	2024	5	9198	18671	28429	38479	8402	17056	25970	35151	44608	9740	19773	30106	40749	51712	11291
- Provision to replace fire hydrant valve assemblies & seals	\$12,000	2029	10	1695	3442	5240	7093	9001	10966	12990	15075	17223	2019	4099	6241	8447	10719	13060
- Replace jacking pumps	\$4,300	2031	12	511	1038	1580	2139	2714	3306	3917	4546	5193	5860	6547	658	1335	2033	2752
- Replace sprinkler pumps	\$5,950	2034	15	579	1176	1791	2424	3076	3748	4440	5152	5886	6642	7421	8223	9049	9900	829
- Provision to replace pressure tanks	\$1,900	2028	10	298	605	920	1246	1581	1926	2282	2648	310	630	959	1298	1648	2008	2378
LOBBIES																		
- Repaint walls	\$101,200	2029	10	14297	29023	44191	59814	75906	92480	109552	127136	145247	17027	34565	52630	71236	90400	110140
- Repaint ceiling	\$47,150	2029	10	6661	13522	20589	27868	35365	43087	51041	59234	67672	7933	16104	24521	33189	42118	51315
- Replace carpet	\$138,750	2033	14	14351	29133	44358	60040	76193	92830	109966	127616	145796	164521	183808	203674	224135	19842	40279
- Repaint door face	\$33,525	2029	10	4736	9615	14640	19815	25146	30637	36292	42117	48117	5641	11451	17435	23599	29948	36487
- Maintain floor tiles 10% of total	\$3,500	2027	7	618	1254	1910	2585	3281	3997	4735	760	1543	2349	3179	4035	4916	5823	935

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
ROOF																		
- Replace planter box membrane	\$2,600	2035	16	240	486	741	1002	1272	1550	1836	2130	2434	2747	3069	3400	3742	4094	4456
- Provision for membrane replacement in 20 years (partial accrual)	\$53,812	2035	2	4958	10066	15326	20744	26325	32073	37994	44092	50374	56843	63507	70371	77440	84722	92222
- Provision for solar panel replacement in 24 years	\$36,960	2044	25	2401	4873	7420	10043	12745	15528	18395	21347	24388	27520	30747	34070	37492	41018	44649
- Replace solar panel inverters	\$13,590	2034	15	1323	2686	4090	5537	7026	8560	10140	11768	13445	15171	16950	18782	20669	22612	1894
STAIRWELL																		
- Repaint door face	\$9,300	2029	10	1314	2667	4061	5497	6976	8499	10068	11684	13348	1565	3176	4836	6546	8307	10121
PLANT & EQUIPMENT																		
- Refurbish lift interior in 24 years (partial accrual)	\$9,800	2035	2	903	1833	2791	3778	4794	5841	6919	8030	9174	10352	11566	12816	14103	15429	16795
- Allowance for mechanical upgrade of lift in 24 years (partial accrual)	\$200,000	2035	2	18429	37410	56961	77099	97840	119204	141209	163874	187219	211264	236030	261540	287815	314878	342753
- Provision for ongoing replacement of exhaust/supply/jet fans	\$20,720	2024	5	6132	12447	18953	25653	5601	11371	17313	23434	29738	6494	13182	20071	27166	34475	
- Provision for ongoing repair/maintain of ventilation ducting	\$5,460	2026	6	1109	2250	3427	4638	5886	7171	1324	2687	4092	5538	7028	8563	1581	3209	4885
- Replace town water pumps (partial accrual)	\$4,257	2027	3	752	1526	2323	3144	3990	4862	5759	2036	4133	6293	2225	4517	6877		
- Replace sewer pumps	\$7,440	2028	10	1166	2367	3603	4877	6190	7541	8933	10367	1215	2467	3756	5084	6452	7861	9312

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
RECREATION AREA																		
- Provision for outdoor furniture replacement	\$3,500	2028	5	548	1113	1695	2295	2912	3548	4202	4877	1065	2162	3292	4455	5654	1234	2506
- Provision for BBQ replacement in 20 years	\$7,950	2040	22	588	1193	1817	2459	3121	3802	4504	5227	5971	6738	7528	8342	9180	10043	10932
- Provision to replace pergola timbers in 20 years	\$7,150	2040	22	529	1073	1634	2212	2807	3420	4051	4701	5371	6060	6771	7503	8256	9033	9832
- Maintain floor tiles 10% of total	\$7,175	2027	7	1267	2572	3916	5300	6726	8194	9707	1558	3163	4816	6518	8272	10078	11938	1916
- Replace astro turf	\$4,800	2032	14	530	1077	1640	2219	2816	3431	4064	4717	5389	6081	6794	7528	666	1353	2060
TOTAL ACCRUALS				197669	401266	610974	722937	933416	1143919	1273532	1456363	1204578	1440866	1659847	1866406	1440262	1507691	755658

* **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.

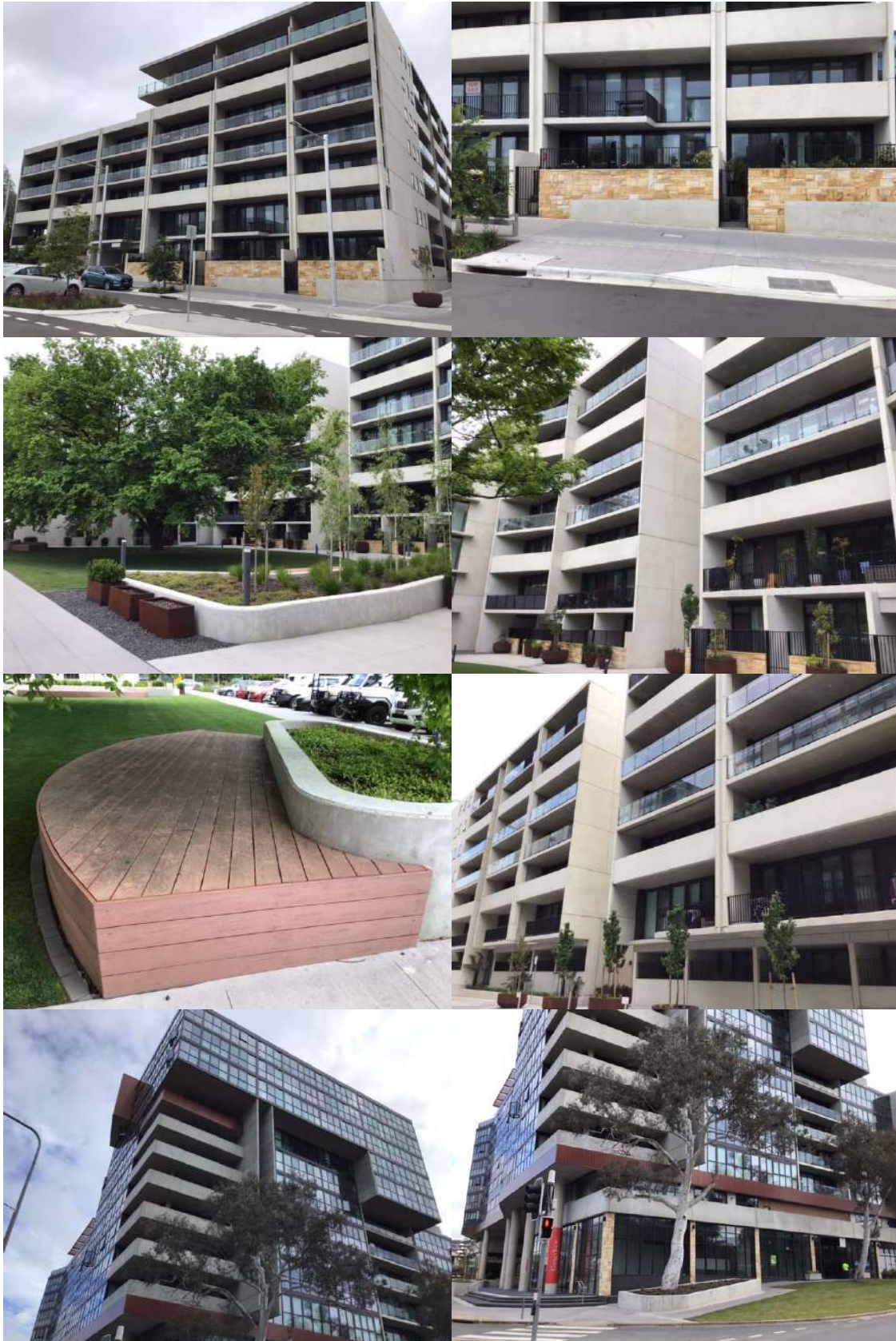
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.

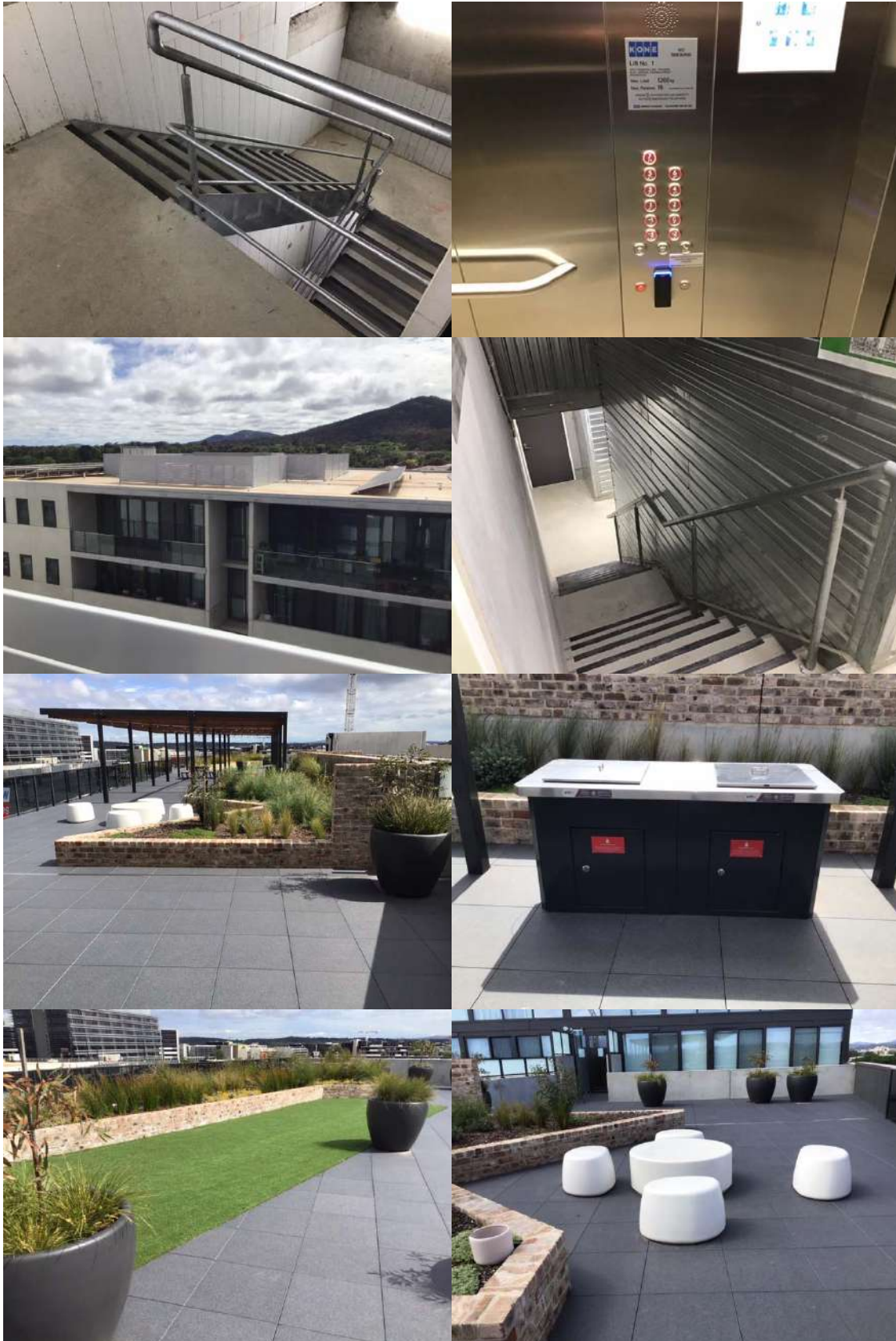
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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









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 4796

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 28 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
28 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 GENERAL MEETING
OF THE OWNERS OF UP 4796
'THE MARK & PROVENANCE FOUNDERS LANE'
2 Batman Street, BRADDON, ACT, 2612**

Venue: 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

Date: Tuesday, 28 May 2024

Time: 05:30 PM

Present:

V Krishnamurthy & V Venkatesh	(Lot 84) Owner present
M Chua	(Lot 125) Owner present
S Bridges & M Booth	(Lot 161) Owner present
P Tsai & S Wang	(Lot 168) Owner present
A Ruggeri & D Xirakis	(Lot 173) Owner present
R Enright & M Enright	(Lot 180) Owner present
The Whiting Family Co ATF	(Lot 181) Owner present
The Whiting Property Trust	
A Mackey	(Lot 185) Owner present
S Cooper	(Lot 194) Proxy present
D Yvanovich & G Yvanovich (non-financial)	(Lot 214) Owner present
S Cooper	(Lot 215) Owner present
S Doak & S Kopra	(Lot 218) Owner present
R Lambert & A Lambert	(Lot 236) Owner present
V Tark	(Lot 254) Owner present
N Do	(Lot 257) Owner present
S Cooper	(Lot 259) Proxy present
J Ma	(Lot 263) Owner present
W Vance & K Cambridge	(Lot 280) Owner present
Berkely Holdings Pty Ltd	(Lot 348) Owner present
Sim Fam 2 Pty Ltd	(Lot 351) Owner present

Chairperson: S Cooper

Additional Attendees: T Stekovic, Vantage Strata
J Jackson Vantage Strata
D Leskovec Vantage Strata
N Christiansen Sparke Helmore Lawyers
P Kumar Sparke Helmore Lawyers

Apologies: Nil

Proxies: Proxy Name: S Cooper (Lot 194) J Vild
Proxy Name: S Cooper (Lot 259) K Haggstrom & B
Haggstrom

Absentee Votes: Nil

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

Item 1:

It was confirmed that the Chairperson was S Cooper, there were 2 proxies from J Vild and K Haggstrom and no apologies.

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

*It was **resolved** that the minutes of the previous General Meeting were confirmed.*

Carried

DEFECTS PROJECT - PHASE 1 DEED MANAGEMENT

Motion 3 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the EC immediately to make and implement on behalf of the Owners decisions required to put into effect the terms of the Phase 1 Deed, including in relation to determining which (if any) defects remaining in dispute between the parties should be referred for expert determination.*

Carried

It was noted that owners would be advised in regard to key developments including in relation to disputed defects.

DEFECTS PROJECT - DEED PROGRESS

Motion 4 Ordinary Resolution:

That the Owners Corporation approves the decision of the Executive Committee to instruct Sparke Helmore to provide an indicative response to Altair/Chase prior to this meeting.

The Chair proposed the following amendment to the Motion to add the words: "agreeing to their request for an extension to the timing of their response to the Owners Corporation's alleged defects to 28 June 2024".

Amendment Carried

Motion 4 amended

*The Owners Corporation **resolved** to approve the decision of the Executive Committee to instruct Sparke Helmore to provide an indicative response to Altair/Chase prior to this meeting agreeing to their request for an extension to the timing of their response to the Owners Corporation's alleged defects to 28 June 2024".*

Carried

SUBLET OF COMMON PROPERTY (Energy Trade)

Motion 5 Special Resolution:

It was **resolved** that the Owners UP 4796 agree, pursuant to Section 20 (3) of the Unit Titles (Amendment) Act 2011 to sublet that part of the common property to Energy Trade Pty Limited ACN 165 688 568 in which the embedded network infrastructure is located for the purpose of installation and replacement and operation and maintenance of the Embedded Network Equipment and the supply of utilities for a three year term and a two year option term, at a nominal rental and authorise the Executive Committee (by any two members to execute) to enter into the sublease at the same time as the amended Embedded Network Services Agreement previously authorised.

Carried

Yes: 19 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

Embedded Network Services Agreement with Energy Locals

Motion 6 Ordinary Resolution:

It was resolved that the Owners Corporation ratify the resolution put and passed at the 27 November 2023 AGM (Resolution 3) for the Executive Committee to execute the Embedded Network Services Agreement with Energy Locals (incorporating agreed changes following receipt of legal advice) in accordance with the updated agreement sent to owners on 28 May 2024 prior to the meeting, noting that the amount in Clause 12 on page 4 re Property Investment may be of a lower value once we receive return response from Origin Energy.

Carried

SUBLET OF COMMON PROPERTY (Skycell)

Motion 7 Special Resolution:

It was **resolved** that the Owners UP 4796 agree, pursuant to Section 20 (3) of the Unit Titles (Amendment) Act 2011 to sublet that part of the common property to Skycell Pty Limited ACN 165 080 688 in which the solar energy system is located for the purpose of installation and replacement and operation and maintenance of the Solar Energy System for a three year term and a two year option term, at a nominal rental and authorise the Executive Committee (by any two members to execute) to enter into the sublease at the same time as the Power Purchase Agreement previously authorised.

Carried

Yes: 19 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

INSURANCE CLAIMS (NEW OR OUTSTANDING)

Item 8:

It is noted that there is still the ongoing insurance claim from the 15th of March regarding to flooding of a number of units in Provenance South due to broken bidet tap in one unit.

CONTRACTS

Item 9:

There were no maintenance contracts coming up for renewal to be disclosed and discussed.

MAINTENANCE ISSUES (NEW OR OUTSTANDING)

Item 10:

There were no new or outstanding maintenance issues to be discussed and disclosed at the meeting.

GENERAL BUSINESS

Item 11:

Electrification of Units – It was noted that owners were interested in the electrification of units within the complex and that there is an upcoming seminar on Thursday 30 May if anyone was interested.

Insurance Premium – It was noted that the revised policy has not been finalised as the secondary supplier is currently having a technical issue and unable to change the policy.

MEETING CLOSURE

There being no further business the meeting formally closed at **07:14 PM**.

RE: GENERAL MEETING – UP 4796
2 Batman Street, BRADDON, ACT, 2612

Dear Owner,

We write on behalf of the Owners Corporation in relation to the General Meeting of UP 4796.

The meeting is to be held via video link on 'Teams' on 18 Nov 2024 at 05:30 PM. To gain access to the meeting via video you will require the access to the website and the Meeting ID and Meeting Passcode details are provided below.

Teams Website:- <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>
Meeting ID:- 43713380668
Meeting Passcode:- 5ZNiVx

Where applicable, the items included for discussion at the General Meeting and the documents supporting those items have been prepared by Vantage Strata in consultation with, and at the direction of the Executive Committee.

It is imperative that owners read and understand the items to be presented for discussion at the forthcoming General Meeting. Owners should bear in mind that matters of great significance may be considered at the meeting, which will have an impact on all owners going forward.

If applicable, supporting documents will be located on the online portal, BuildingLink. If you have misplaced your login details, please contact Vantage Strata.

Please note that only members who are financially current as at the time of the meeting are entitled to vote on any motion requiring an ordinary or special resolution. We recommend that all owners ensure that their contributions have been paid in full prior to the date of the meeting.

Should you have any questions regarding the Motions included in the agenda or any of the supporting documents, please contact the writer.

Yours faithfully,
Tiarna Stekovic

Strata Manager
Vantage Strata



**NOTICE OF THE GENERAL MEETING OF
THE OWNERS UNITS PLAN NO. 4796
THE MARK & PROVENANCE FOUNDERS LANE, 2 Batman Street, BRADDON, ACT, 2612**

Venue : To be held via Video Link only.

Date: 18 Nov 2024

Time: 05:30 PM

Quorum:

Pursuant to Schedule 3.9 of the Unit Titles (Management) Act 2011, business may be considered only if there is a standard quorum present, made up of people entitled to vote. A quorum equates to not less than half of the total number of units in the Units Plan (represented either in person or by proxy).

If a standard quorum is not present within 30 minutes from the beginning of the meeting, a reduced quorum is made up by 2 or more people present at the meeting who are entitled to vote.

Decisions made under a reduced quorum take effect 28 days after the meeting, during which time those decisions can be overturned by way of a petition signed by a majority of members.

Owners who are unable to attend the meeting are encouraged to appoint a proxy or provide an absentee voting form (a proxy form and an absentee voting form is attached). The appointment of a proxy will count towards a standard quorum, so that those members in attendance are not required to wait 30 minutes to proceed as a reduced quorum.

Please note that only members who are financially current as at the time of the meeting are entitled to vote on any motion requiring an Ordinary or Special Resolution. We recommend that all owners ensure that their contributions have been paid in full prior to the date of the meeting.



DISCLOSURE/DISCLAIMER STATEMENT

RECORDING AND TRANSCRIPTION OF MEETINGS

Vantage Strata disclose that, when you participate in a meeting which contains this disclosure in the meeting notice, you will be participating in a meeting where listening devices may be in use. In accordance with the Listening Devices Act 1992, this includes video and/or audio recordings.

The audio recording, video recording and or transcribing recording will be utilised by Vantage Strata for the purposes of producing an accurate set of minutes.

The relevant audio, video or transcription will be retained until the minutes of the meeting are finalised. Whilst they remain on file, Vantage Strata will retain them in accordance with their **privacy policy**. Please refer to the privacy policy uploaded on the Vantage Strata website for information on how we store and use your personal information.

During use of electronic platforms (such as - Zoom, Microsoft Teams and StrataVote Video Conferencing), some data will be disclosed to other participants and to meeting or webinar hosts. For instance, when you attend a meeting your name will appear in the attendee list, visible to all participants. If you use your video camera, your image and surrounding environment will be displayed to all participants. If you send a chat or share content this can be viewed by participants, unless the chat is sent privately.

AGENDA

1. CHAIRPERSON, PROXIES AND APOLOGIES
2. ADOPTION OF MINUTES
3. INSURANCE CLAIMS (NEW OR OUTSTANDING)
4. MAINTENANCE ISSUES (NEW OR OUTSTANDING)
5. STRATA MANAGEMENT AGENCY AND BUILDING MANAGER AGREEMENT(S)
6. CONTRACTS
7. GENERAL BUSINESS



1. CHAIRPERSON, PROXIES AND APOLOGIES

Motion 1 :

Confirmation of Chairperson. Acceptance of proxies and apologies.

2. ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

That the minutes of the previous General Meeting be confirmed.

For administrative and record keeping purposes it is desirable to officially adopt the minutes of previous meetings. A copy of the minutes from the previous General Meeting are attached for ease of reference.

3. INSURANCE CLAIMS (NEW OR OUTSTANDING)

Motion 3 :

It is noted that any new or outstanding insurance claims will be disclosed at the meeting.

4. MAINTENANCE ISSUES (NEW OR OUTSTANDING)

Motion 4 :

New or outstanding maintenance issues will be discussed and disclosed at the meeting.



5. STRATA MANAGEMENT AGENCY AND BUILDING MANAGER AGREEMENT(S)

Motion 5 Ordinary Resolution:

Notes to the below Motion/s:

The current 3 year contract with Vantage Strata to provide these services ends on 18 December 2024. Under the Unit Titles Management Act 2011, these contracts are for a maximum of 3 years.

The Executive Committee has considered proposals by a number of agencies and shortlisted them.

Further information on these will be provided before the General Meeting.

Option B is provided in the event the OC is unable/does not wish to make a decision on Option A. As expressed, it would ensure that any future decisions re Strata Management contracts do not come into play close to the Christmas/New Year holiday period.

Alternatives for STRATA MANAGEMENT AGENCY AND BUILDING MANAGER AGREEMENT(S)

(Option A) *That the Owners Corporation consider a shortlist of Strata Management Agencies and authorise the Executive Committee to enter into a written management agreement with the preferred agency to provide Strata management and building management services for 3 years from 19 December 2024.*

(Option B) *That the Owners Corporation authorise the Executive Committee to enter into a written management agreement with Vantage Strata to provide Strata management and building management services for 10 months from 19 December 2024.*

6. CONTRACTS

Motion 6 :

Any maintenance contracts coming up for renewal will be disclosed and discussed.



7. GENERAL BUSINESS

Motion 7 :

Although general discussion is encouraged, owners are required to submit their general business **at least forty-eight (48) hours prior to the meeting** by completing the attached General Business Form. No other business will be attended to during the meeting other than that provided in "General Business Form" received by the Strata Manager.

Dated: 28 Oct 2024

Vantage Strata Pty Ltd

Managing Agents for Strata Plan 4796



'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

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 4796

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 28 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
28 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 GENERAL MEETING
OF THE OWNERS OF UP 4796
'THE MARK & PROVENANCE FOUNDERS LANE'
2 Batman Street, BRADDON, ACT, 2612**

Venue: 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

Date: Tuesday, 28 May 2024

Time: 05:30 PM

Present:

V Krishnamurthy & V Venkatesh	(Lot 84) Owner present
M Chua	(Lot 125) Owner present
S Bridges & M Booth	(Lot 161) Owner present
P Tsai & S Wang	(Lot 168) Owner present
A Ruggeri & D Xirakis	(Lot 173) Owner present
R Enright & M Enright	(Lot 180) Owner present
The Whiting Family Co ATF	(Lot 181) Owner present
The Whiting Property Trust	
A Mackey	(Lot 185) Owner present
S Cooper	(Lot 194) Proxy present
D Yvanovich & G Yvanovich (non-financial)	(Lot 214) Owner present
S Cooper	(Lot 215) Owner present
S Doak & S Kopra	(Lot 218) Owner present
R Lambert & A Lambert	(Lot 236) Owner present
V Tark	(Lot 254) Owner present
N Do	(Lot 257) Owner present
S Cooper	(Lot 259) Proxy present
J Ma	(Lot 263) Owner present
W Vance & K Cambridge	(Lot 280) Owner present
Berkely Holdings Pty Ltd	(Lot 348) Owner present
Sim Fam 2 Pty Ltd	(Lot 351) Owner present

Chairperson: S Cooper

Additional Attendees: T Stekovic, Vantage Strata
J Jackson Vantage Strata
D Leskovec Vantage Strata
N Christiansen Sparke Helmore Lawyers
P Kumar Sparke Helmore Lawyers

Apologies: Nil

Proxies: Proxy Name: S Cooper (Lot 194) J Vild
Proxy Name: S Cooper (Lot 259) K Haggstrom & B
Haggstrom

Absentee Votes: Nil

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

Item 1:

It was confirmed that the Chairperson was S Cooper, there were 2 proxies from J Vild and K Haggstrom and no apologies.

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

*It was **resolved** that the minutes of the previous General Meeting were confirmed.*

Carried

DEFECTS PROJECT - PHASE 1 DEED MANAGEMENT

Motion 3 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the EC immediately to make and implement on behalf of the Owners decisions required to put into effect the terms of the Phase 1 Deed, including in relation to determining which (if any) defects remaining in dispute between the parties should be referred for expert determination.*

Carried

It was noted that owners would be advised in regard to key developments including in relation to disputed defects.

DEFECTS PROJECT - DEED PROGRESS

Motion 4 Ordinary Resolution:

That the Owners Corporation approves the decision of the Executive Committee to instruct Sparke Helmore to provide an indicative response to Altair/Chase prior to this meeting.

The Chair proposed the following amendment to the Motion to add the words: "agreeing to their request for an extension to the timing of their response to the Owners Corporation's alleged defects to 28 June 2024".

Amendment Carried

Motion 4 amended

*The Owners Corporation **resolved** to approve the decision of the Executive Committee to instruct Sparke Helmore to provide an indicative response to Altair/Chase prior to this meeting agreeing to their request for an extension to the timing of their response to the Owners Corporation's alleged defects to 28 June 2024".*

Carried

SUBLET OF COMMON PROPERTY (Energy Trade)

Motion 5 Special Resolution:

*It was **resolved** that the Owners UP 4796 agree, pursuant to Section 20 (3) of the Unit Titles (Amendment) Act 2011 to sublet that part of the common property to Energy Trade Pty Limited ACN 165 688 568 in which the embedded network infrastructure is located for the purpose of installation and replacement and operation and maintenance of the Embedded Network Equipment and the supply of utilities for a three year term and a two year option term, at a nominal rental and authorise the Executive Committee (by any two members to execute) to enter into the sublease at the same time as the amended Embedded Network Services Agreement previously authorised.*

Carried

Yes: 19 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

Embedded Network Services Agreement with Energy Locals

Motion 6 Ordinary Resolution:

It was resolved that the Owners Corporation ratify the resolution put and passed at the 27 November 2023 AGM (Resolution 3) for the Executive Committee to execute the Embedded Network Services Agreement with Energy Locals (incorporating agreed changes following receipt of legal advice) in accordance with the updated agreement sent to owners on 28 May 2024 prior to the meeting, noting that the amount in Clause 12 on page 4 re Property Investment may be of a lower value once we receive return response from Origin Energy.

Carried

SUBLET OF COMMON PROPERTY (Skycell)

Motion 7 Special Resolution:

*It was **resolved** that the Owners UP 4796 agree, pursuant to Section 20 (3) of the Unit Titles (Amendment) Act 2011 to sublet that part of the common property to Skycell Pty Limited ACN 165 080 688 in which the solar energy system is located for the purpose of installation and replacement and operation and maintenance of the Solar Energy System for a three year term and a two year option term, at a nominal rental and authorise the Executive Committee (by any two members to execute) to enter into the sublease at the same time as the Power Purchase Agreement previously authorised.*

Carried

Yes: 19 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

INSURANCE CLAIMS (NEW OR OUTSTANDING)

Item 8:

It is noted that there is still the ongoing insurance claim from the 15th of March regarding to flooding of a number of units in Provenance South due to broken bidet tap in one unit.

CONTRACTS

Item 9:

There were no maintenance contracts coming up for renewal to be disclosed and discussed.

MAINTENANCE ISSUES (NEW OR OUTSTANDING)

Item 10:

There were no new or outstanding maintenance issues to be discussed and disclosed at the meeting.

GENERAL BUSINESS

Item 11:

Electrification of Units – It was noted that owners were interested in the electrification of units within the complex and that there is an upcoming seminar on Thursday 30 May if anyone was interested.

Insurance Premium – It was noted that the revised policy has not been finalised as the secondary supplier is currently having a technical issue and unable to change the policy.

MEETING CLOSURE

There being no further business the meeting formally closed at **07:14 PM**.

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: 28/10/2024 09:27 am User: Elliot Reinicke

Insurance Register
Created Date From 01/01/2023 To 31/12/2024 For All Managers

U/Plan	Building	Claim #	Status	Summary	Date of Loss	Submitted Date	Completed Date	Claim Value	Insurer	Policy #	Broker	Manager	Work Order Job #'s
4796	The Mark & Provenance Founders Lane		New	UP4796 - The Provenance - Flooring water damage	04/01/2023	05/01/2023		\$0.00	Strata Unit Underwriters	06S8039816	Honan	Tiarna Stekovic	
4796	The Mark & Provenance Founders Lane		New	Water Ingress into 326 and common property	01/03/2023	09/06/2023		\$0.00	Strata Unit Underwriters	06S3842679		Tiarna Stekovic	
4796	The Mark & Provenance Founders Lane		New	Water leak affecting multiple units	15/03/2024	19/03/2024		\$0.00	Strata Unit Underwriters	06S3842679		Tiarna Stekovic	

NOTICE OF THE GENERAL MEETING FOR THE OWNERS OF UP 4796

Voting

Information On the Completion of Proxy and Absentee Voting Forms

It is preferable for owners who are unable to attend the meeting to provide either a proxy form or an absentee voting form and provide this to Vantage Strata prior to the meeting. The following information is provided for you to consider prior to completing either of these forms.

Owners who are part-owners of a unit and will be attending the General Meeting and voting, are to ensure that they have been appointed as the part owners' representative for the unit and hold a proxy form appointing them as proxy, signed by the other part-owners of the unit.

Limit On Number of Proxy Forms

In terms of the Unit Titles Management Act (UTMA), the following limits apply to persons other than the Chairperson, in terms of the number of proxies or proxy forms a person who is entitled to vote may hold.

- a) If the units plan consists of more than 20 units, then a number equivalent to a maximum of 5% of the total number of units in the units plan e.g. if the units plan consists of 100 units, then the maximum number of proxy votes that one owner can hold is 5.
- b) Should the units plan consist of 20 units or less, then the maximum number of proxy votes that a person entitled to vote can hold is 1.
- c) If a person holds more proxy votes than they can exercise as outlined in points a) and b) above, the chairperson must exercise the excess proxy votes.

Should You Be Unable to Attend the Meeting and Need to Complete A Proxy Form

- a) It is recommended that your proxy form be made out to a person who can attend the meeting on your behalf. A person with whom you have discussed your voting preferences and who you can trust to vote as you have requested.
- b) Should you not have a person to attend on your behalf, your proxy could be made out generally in favour of 'The Chairperson'. The person (normally an Executive Committee member) who fulfils the role of chairperson at the meeting, will then hold your proxy and essentially vote on your behalf.

Should You Be Unable to Attend the Meeting and Need To Complete An Absentee Voting Form

Should you be unable to attend and at the same time do not have anyone to attend the meeting on your behalf, we would encourage you to complete the absentee voting form and return this to our offices prior to the meeting.

Unit Titles (Management) Act 2011 – Form 2 AF2021-

(See Schedule 3.7)

APPOINTMENT OF A PROXY

Part A Authorisation for proxy to vote on owner's behalf

A1 Date _____

I/We _____

- the owner/s of unit in Units Plan No **4796**

appoint _____

of _____

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint _____

of _____

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if _____

already holds the maximum number of proxies that may be accepted.

Note: The person appointed as a proxy must not be the manager or a service contractor.

Note: You may wish to provide instructions to your proxy regarding voting preferences. You may also wish to discuss your preferences with your proxy should a motion be raised from the floor or amended at the meeting.

- A2 Period or number of meetings for which appointment of proxy has effect for [tick or tick and complete whichever applies].

- ☐ 1 meeting
- ☐ _____ meetings
- ☐ 1 month
- ☐ _____ months
- ☐ 12 months

- A3 I understand that, if the proxy already holds more than the permitted number of proxies, the chairperson will exercise the proxy vote on my/our behalf.

Signature of owner/s

Part B Notes on appointment of proxies

- B1** This form must accompany a notice of a general meeting given to a person entitled to vote on any motion.
- B2** A person entitled to vote at a general meeting of an owners corporation must not –
- (a) appoint a proxy for more than 1 year after the day the appointment is made; or
 - (b) appoint a person as a proxy if the person is –
 - (i) the manager; or
 - (ii) a service contractor.
- B3** A person, other than the chairperson, must not exercise more than the following number of proxy votes in a vote on a matter at a general meeting:
- (a) if there are more than 20 units in the units plan – a number that is not more than 5% of the total number of units;
 - (b) in any other case – 1.
- B4** If a person holds more proxy votes than they can exercise, the chairperson must exercise the excess proxy votes.

Part C Notes on limits on developers to exercise proxy votes

- C1** A developer of a units plan who is appointed as the proxy under a contract for the sale of a unit in the units plan must not exercise 3 or more proxy votes in a vote on a matter at a general meeting of the owners corporation for the units plan unless –
- (a) each contract for the sale of a unit in the units plan contains a proxy disclosure statement; and
 - (b) the use of each proxy vote is consistent with the statement; and
 - (c) the matter being voted on relates to development rather than the ordinary operation of the owners corporation.
- A **proxy disclosure statement** includes the following:
- (a) if a person is appointed as a proxy – the name of the person;
 - (b) if the proxy is appointed by naming the occupant of a position – the name of the position;
 - (c) the length of time of the appointment;
 - (d) a sufficient description of the development matter for the buyer of a unit to easily identify the matter.
- C2** The developer of the units plan is not entitled to vote, or exercise a proxy vote, on a motion that relates to defective building work unless –
- (a) the members of the owners corporation, other than the developer, pass a special resolution allowing the developer to vote; or
 - (b) the ACT Civil and Administrative Tribunal (ACAT) makes a declaration that the developer may vote on the motion.

ABSENTEE VOTING FORM

Absentee Votes: For those owners who are unable to attend (but entitled to vote) and wish to submit an absentee vote please complete as follows:

An absentee vote will not count toward a quorum at the meeting.

I/We the owner/s of Unit in Units Plan No. **4796**, hereby cast an absentee vote on the following motions at the General Meeting of Units Plan No. **4796**, on **18 Nov 2024** and any adjournment thereof.

Agenda

1. CHAIRPERSON, PROXIES AND APOLOGIES
2. ADOPTION OF MINUTES
3. INSURANCE CLAIMS (NEW OR OUTSTANDING)
4. MAINTENANCE ISSUES (NEW OR OUTSTANDING)
5. STRATA MANAGEMENT AGENCY AND BUILDING MANAGER AGREEMENT(S)
6. CONTRACTS
7. GENERAL BUSINESS

(Kindly review applicable motions in the agenda and circle below as appropriate)

Motion 1: Yes / No / Abstain

Motion 2: Yes / No / Abstain

Motion 3: Yes / No / Abstain

Motion 4: Yes / No / Abstain

Motion 5: Yes / No / Abstain

Motion 6: Yes / No / Abstain

Motion 7: Yes / No / Abstain

Motion 8: Yes / No / Abstain

Motion 9: Yes / No / Abstain

Motion 10: Yes / No / Abstain

Motion 11: Yes / No / Abstain

Motion 12: Yes / No / Abstain

Motion 13: Yes / No / Abstain

Motion 14: Yes / No / Abstain

Motion 15: Yes / No / Abstain

Motion 16: Yes / No / Abstain

Motion 17: Yes / No / Abstain

Motion 18: Yes / No / Abstain

Motion 19: Yes / No / Abstain

Motion 20: Yes / No / Abstain

Name/s of owner/s: _____

Signature/s: _____

Date: _____

- If the unit is owned by more than one owner: all the members/owners must sign.

- If the unit is owned by a company: two directors to sign or a director and secretary to sign or if a Pty company with a sole director, the sole director to sign.

Kindly return the signed proxy/absentee form 48 hours prior to the meeting, to the following email address - info@vantagestrata.com.au



GENERAL BUSINESS FORM GENERAL MEETING

Units Plan No 4796

*I/We (**mandatory field**) owner of unit(s) (**mandatory field**),
hereby request that the following matter(s) be tabled and discussed under General Business
during the Annual General Meeting.

General Business items and/or motions for discussion and consideration:

NOTES:

- 1) Kindly return the completed form to Strata Manager at least 48 hours prior to the meeting.
- 2) No other business will be discussed during the AGM other than provided in a 'General Business Form' received by the Strata Manager.
- 3) Please attach supporting documents (i.e. plan and/or photograph) if applicable.
- 4) Incomplete forms may not be considered.

.....

Signature(s) of Owner(s)





MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796 'THE MARK AND PROVENANCE' 2 BATMAN STREET , BRADDON ACT

Venue: Zoom –

Date: Wednesday 5 April 2023

Time: 5:30pm

Attendees	Shelley Cooper	Warwick Vance
	Denise Yvanovich	Vana Tark
	Tony Ruggeri	Jun Ma
	Andrew Mackey	Bill Lyrstakis

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

The meeting resolved that a quorum for the meeting had been achieved.

Apologies: John Vild, Anne Cahill Lambert

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

Tony Ruggeri declared a conflict of interest in relation to the item under General Business re replacing a cooktop as it is his cooktop.

ADOPTION OF MINUTES

MOTION 3

The minutes of the last meeting of the Executive Committee (EC) were adopted as a true and accurate account of the proceedings of that meeting.

FINANCIALS

MOTION 4

The EC accepted the financial reports attached to the agenda.

STRATA MANAGERS/COMMITTEE ACTION SHEET

MOTION 5

The EC discussed the action sheet and agreed to removal of action 115 re G18 fitout and possible defects.

DEFECTS PROJECT AND GENERAL MEETING

MOTION 6

The EC discussed and noted progress towards an agreement on a Phase 1 deed.

OUT OF SESSION APPROVALS

MOTION 7

The EC noted the below out-of-session approvals:

- . 3/3/23 – Fire extinguisher replacement in B3 – by office holders - \$165
- . 14/3/23 – Odor spray for bin/chute areas – by office holders - \$78
- . 16/3/23 – JWL and partial fitout (bathroom) level 1 – by officeholders

CONTRACT LIST

MOTION 8

The EC noted that quotes are still coming re gardening and the next contract due for renewal is fire monitoring (June). The EC asked that VS commence action to obtain quotes for renewal of the fire monitoring contract.

GENERAL BUSINESS

Stovetop replacement from accidental breakage – expenditure approved (\$2,200+install?) as insurance excess is more than the replacement cost.

EC agreed to look closely at what is covered by the OC insurance policy and excesses in view of current and future costs to the OC.

43 Currong St hot water – a number of outages were noted and it was agreed to obtain an update on work being done to remedy problems.

A range of issues were discussed re garbage including dumping of goods in the basement, rubbish near bin chutes, poor recycling etc as well as likely particular problems with long term and short term rentals. EC agreed the issue to be an agenda item for next meeting, including articulation of all the problems and ideas for rectifying them.

NEXT MEETING

Tuesday 2 May 2023

Meeting Closed 7.10pm



MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796 'THE MARK AND PROVENANCE' 2 BATMAN STREET , BRADDON ACT

Venue: Teams

Date: Wednesday, 31 January 2024

Time: 5.30pm

Attendees:	Shelley Cooper	Tony Ruggeri	Warwick Vance
	Bill Lyristakis	Jun Ma	Andrew Mackey
	Denisse Yvanovich		

Apologies: Anne Cahill Lambert (advised at the meeting)
Vana Tark (advised at the meeting)
John Vild

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

The meeting resolved that a quorum for the meeting had been achieved and noted apologies from members.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

No declaration of conflicts of interest were noted by EC members.

ADOPTION OF MINUTES

MOTION 3

The meeting resolved that the minutes of the last meeting of the Executive Committee held on 5 December 2023 be adopted as a true and accurate account of the proceedings of that meeting.

FINANCIALS

MOTION 4

The meeting resolved to accept the financial reports.

TERM DEPOSIT

MOTION 5

The EC confirmed its agreed position from August 2023 EC meeting to reinvest the 6 months Term Deposit (ie principal of \$200,000 plus interest) with Macquarie Bank for a further 12 months from 6 Feb 2024, based on an assessment that these funds (from the sinking fund) would not be required this year and the rates for Macquarie Bank were comparable to other banks.

ENERGY AGREEMENTS

MOTION 6

The EC reviewed the advice provided by Proctor Legal (PL) in relation to the EnergyLocals agreement and the Skycell agreement and agreed to engage them in line with their cost estimate of 19 Jan 2024 to negotiate with OC Energy (Origin) re the property investment amount and Energy Locals re some amendments as well as drafting an appropriate special privilege rule for both EL and Skycell agreements.

Notes:

The advice and Cost estimate were sent to EC on 19 Jan 2024. At the last General Meeting, the OC agreed to implement these agreements subject to legal advice that "the agreement reflects the proposal and does not contain anything unreasonable for the OC". The work proposed directly addresses these matters.

DEFECTS PROJECT

MOTION 7

The EC reviewed the key upcoming timelines in the defects Phase 1 Deed and noted the cost estimate provided by Sparke Helmore in relation to providing legal support for the implementation of the Phase 1 deed. Noting that the deed as settlement of the claim, concerns common property, the EC agreed to consider what issues in the Tyrells and Acoustic Dynamic reports re individual units are likely to be identified as common property.

Notes:

There is a motion in relation to defects legal costs in the Proposed Budget for the AGM. This does NOT include any costs that may be incurred by a Determining Expert under the Phase 1 Deed processes to reach final agreement on what defects will be remediated and how.

ACTION ITEMS

MOTION 8: Due to time constraints, the EC did not discuss the action item comprehensively. The Chair noted that a further audit had been completed of all items, including coverings, on top of storage cages to support enforcement of Rule 15 (which disallows items on top of cages to ensure sprinklers can be effective in the event of fire.

OUT OF SESSION APPROVALS

MOTION 9 The EC note the following out of session approvals

Tree rectification - \$1700 – 24/1/24 (by officeholders)

GENERAL BUSINESS

None

Meeting ended at 7.30pm

NEXT MEETING

TBA



**MINUTES OF THE EXECUTIVE COMMITTEE
MEETING OF THE OWNERS OF UP 4796
'THE MARK AND PROVENANCE'
2 BATMAN STREET , BRADDON ACT**

Venue: Teams

Date: Monday, 26th February 2024

Time: 5.30pm

Attendees:	Shelley Cooper	Tony Ruggeri	Warwick Vance
	Bill Lyrstakis	Jun Ma	Andrew Mackey
	Robert Enright	Parth Shah	

Apologies: none

The Executive Committee (EC) noted that this meeting was being held during the reduced quorum period to ensure important decisions could be made in the interests of the Owners Corporation. The previous Chair (Shelley) commenced chairing the meeting.

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

The meeting resolved that a quorum for the meeting had been achieved.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

No declaration of conflicts of interest were noted by EC members.

ADOPTION OF MINUTES

MOTION 3

The meeting resolved that the minutes of the last meeting of the Executive Committee held on 31 January 2024 be adopted as a true and accurate account of the proceedings of that meeting.

OFFICE HOLDER POSITIONS

MOTION 4

Following encouraging calls for nominations, the EC elected the following officeholders unanimously:
Chair - Shelley Cooper
Secretary – Tony Ruggeri
Treasurer - Warwick Vance

EC DELEGATION

MOTION 5

The EC agreed to delegate approval of expenditure to the officeholders up to \$2,000 per item.

OPERATION OF THE EC

MOTION 6

The EC agreed to conduct business out of session as needed via email including voting in relation to matters on behalf of the owners corporation.

DEFECTS PROJECT – IMPLEMENTATION OF PHASE 1 DEED

MOTION 7

The EC discussed the further request for a further extension to the time from Altair/Chase to respond to our alleged defects until 17 May.

Noting that:

- . the EC is in the reduced quorum period under UTMA following our AGM on 7 February;
 - . the AGM agreed to an extension for the other sides' response for 2.5 weeks to 29 February; and
 - . a General Meeting to discuss this further extension request has been scheduled for 12 March 2024,
- the EC agreed that it would recommend to the owners that they agree to the extension request, and that that position could be conveyed to the other side noting that it is of course subject to an owners' decision at the next general meeting.

GENERAL BUSINESS

It was agreed that the following matters would be decided by email voting when the reduced quorum period was completed (7 March):

- . approval of contractor to undertake the grease trap work agreed at the AGM
- . approval of 2 elements of an application by Lot 197, including for a pet door and installation of a CCTV camera, the latter subject to confirmation that there would be no invasion of other Lot owners' privacy.

The following items were noted as requiring a decision at the next meeting (unless acted on before then):

- . an application for an awning for Lot 174 in a similar position and next door to Lot 173 (although probably visible from outside the complex unlike 173). Lot 173 had an awning approved for specific reasons in 2020 – reasons to be provided at the next meeting)
- . list of potential interest groups for owners to support the EC to be agreed and sent to all owners.
- . a number of outstanding items from the EC's action list including:
 - Storage on top of cages (OC Rule 15) – refer Committee action sheet 138
 - Alterations/erections application – storage cage extensions – refer Committee action sheet 121
 - EV charging - Committee action sheet 150
 - Stair edging - Committee action sheet 103.

NEXT MEETING

Tuesday, 2 April (first Tuesday of the month)

The meeting closed at 6.45pm



**MINUTES OF THE EXECUTIVE COMMITTEE
MEETING OF THE OWNERS OF UP 4796 'THE
MARK AND PROVENANCE'
2 BATMAN STREET, BRADDON ACT**

Venue: Teams

Date: Tuesday, 2 April 2024

Time: 5.30pm

Attendees: Shelley Cooper Warwick Vance
Tony Ruggeri Jun Ma
Andrew Mackey Robert Enright
Tiarna Stekovic – Vantage Strata
Jacinta Jackson – Vantage Strata

Apologies: Parth Shah

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

The meeting resolved that a quorum for the meeting has been achieved and noted an apology from Parth Shah.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

There were no declarations of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

The minutes of the last meeting of the Executive Committee (EC) held on 26 February 2024 were adopted as a true and accurate account of the proceedings of that meeting. The EC confirmed the decisions made during the reduced quorum EC meeting on 26 Feb. 2024, specifically :

- Office holder positions
- EC Delegation to Office Holders
- Operation of the EC

FINANCIALS

MOTION 4

The EC accepted the financial reports as attached to the agenda.

BUILDING MANAGER (BM) REPORT

MOTION 5

The EC discussed the latest BM report, in particular the Building Manager's request for CCTV and a Motion-sensor light to discourage use of the fire stair exit for Provenance South as a toilet. The EC resolved to support further discussion with the BM re a motion-sensor light and other possibilities such as fake CCTV to see if they may improve the situation. CCTV was not supported as it is likely that it will be probably only be picking up non-residents with little opportunity for follow-up.

DEFECTS PROJECT

MOTION 6

The EC noted that as of 27 March, 41 of the 49 units inspected under the Tyrell's report had scheduled an inspection by TCA on behalf of Chase/JWLand.

INSURANCE

MOTION 7

The EC noted the insurance proposal from Honan and the briefing paper prepared by the Treasurer, for a proposed annual policy renewal to come into effect on 20 March subject to a 21 day cooling off period at a cost of \$213,494 premium plus underwriters levy (\$4,000) broker fee (\$450) and GST. The EC noted this was a substantial increase of 35% from 2023 (\$155,503 plus underwriter's levy (\$5,500), broker fee (\$450) and GST. VS's commission for this will be \$28,046.80

It was resolved to remove coverage of floating floors in units from the policy on the following basis:

- home contents insurance can, and in most cases, will already cover many units for floating floors (as they do for carpets)
- there is a \$20,000 excess on flood events, most of which impacts on the floating floors
- on average there are 1 or 2 water events per year impacting on floating floors leading to a cost of \$20,000-\$40,000 each year in payment of insurance excesses by the OC
- there will be a saving of around \$7,000 in the premium and non-payment of excesses as above.

FLOODING INCIDENT IN PROVENANCE NORTH

MOTION 8

The EC noted a flooding incident on Friday 15 March in Provenance South from Lot 257 impacting on Lots 258, 235 and 213 and common property (hallway). The EC resolved to:

- claim on insurance due to the extent of damage, and
- to seek reimbursement from Lot 257 for the cost of the insurance excess incurred on the basis that there was negligence on the part of the Lot Owner.

ACAT HEARING 5 APRIL

MOTION 9

The EC discussed the ACAT hearing on Friday and resolved to make an insurance claim to cover the legal costs, noting that there is a \$5,000 excess on such a claim.

QUOTES FOR CONSIDERATION

MOTION 10

The EC resolved the following most urgent quotes:

- Lift Maintenance - TK Lifts (cheapest of the 3 quotes) for 3 years - \$31,592+gst year 1, \$32,855.68+gst year 2, \$34,169+gst year 3
- Failed emergency lighting (payable from the Sinking Fund), 1 quote, 360 Fire (the OC's fire management preventative manager) - \$4,500 +gst?
- Carpark Clean – Kota Group (cheapest of 2 quotes and carpark cleaning specialists) - \$5,500+gst

- Grease Traps (Payable by the commercials as per AGM motion) - Southern Sullage (cheapest of 2 quotes) - \$6,750+gst.
- Replacement of Fire Extinguishers (payable from Sinking Fund) - 360 Fire (the OC's fire management preventative manager and familiar with our complex, marginally more expensive of 2 quotes) - \$13,225 +gst.

ENERGY

MOTION 11

The EC noted good progress in negotiations between Energy Locals and OC lawyers to settle the agreement, including access arrangements.

ALTERATIONS AND ERECTIONS

MOTION 11

The EC resolved the following re alterations/erections application:

- Lot 259 storage cages – refuse the application for the 2nd storage cage extension on the same basis as the first (the carpark is no longer the required size of a carpark and the van parked there now intrudes onto the common property) and commence action seeking the reversal of the extensions.
- Lot 174 – approved installation of CCTV camera inside the Lot Owners property to focus only on activity within their lot, and refused the extra screen on gate on aesthetic grounds and consistency with previous decisions on similar matters (noting the gate already has approved screening on it) as per the guidelines.

EV SURVEY

MOTION 12

The EC resolved that the proposed EV Survey of owners (as agreed in late 2023) be subject to final review by this EC at the next EC Meeting.

OUT OF SESSION APPROVALS

MOTION 13

The EC noted and confirmed the following out of session approvals and quotes:

- Lot 197 application for a Pet door (12/3/24) (EC)
- CCTV – 1 camera replacement - \$600 (OHRs)
- Lot 174 application for Awning (20/3/24) (EC) - on the basis that it is largely consistent with situation of Lot 175 (an unusual situation not applicable to any other unit in the complex) which had an awning approved.
- Engagement of Proctor Legal to urgently undertake legal action to defend a claim against the Executive Committee in ACAT (27/3/24) (EC)

GENERAL BUSINESS

The following business was noted as being required to be done at the next meeting:

- Finalise/continue audit of goods on top of storage cages and resultant communication with Lot owners in breach of rules re this.
- Tree management plan (for American Elm in Provenance courtyard) still to come.
- Other quotes – carpet clean, handrails near 2 Batman Street entrance and stair edging on the corner of Cooyong St & Ainslie Ave
- Founders Lane traffic management, including speeding/drive-through issues

NEXT MEETING

Tuesday, 7 May (first Tuesday of the month)

The meeting closed at 7.23pm



**MINUTES OF THE EXECUTIVE COMMITTEE
MEETING OF THE OWNERS OF UP 4796 'THE
MARK AND PROVENANCE'
2 BATMAN STREET, BRADDON ACT**

Venue: Teams

Date: Monday, 27th May 2024

Time: 5.30pm

Attendees: Shelley Cooper Warwick Vance
Tony Ruggeri Jun Ma
Andrew Mackey Robert Enright

Apologies: Parth Shah

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

The meeting resolved that a quorum for the meeting has been achieved and noted an apology from Parth Shah.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

There were no declarations of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

The minutes of the last meeting of the Executive Committee (EC) held on 7th May 2024 were adopted as a true and accurate account of the proceedings of that meeting.

DEFECTS PROJECT – Phase 1 Deed Implementation

MOTION 4

That the EC discuss management of Phase 1 Deed in view of the General Meeting on 28 May and request for extension from the other side.

Note – Nick from SH was at the meeting to provide advice and answer questions. The EC noted that Nick will also be at the GM on 28 May.

ACTIONS ARISING Quotes and out of session decisions

MOTION 5

The EC notes that the Steamatic quote for work on 23 Dec 2023 for \$4,345 ex GST is to be revised before being approved by the EC.

That the EC note the following decisions made out of session and approve the EC decisions

- Defects – approve the extension request from Chase/Altair (EC).
- Approve the redaction of the Default Lists and the Acoustics Report (EC)
- 360 degree Fire – approve refueling of tank for fire pump \$126.50 ex GST (Officeholders)

UPDATES

MOTION 6

That the EC discussed updates re insurance (Prov Sth claim & insurance coverage), energy (transition to Energy Locals), storage cages, ACAT insurance claim and unapproved balcony/gate alterations.

NEXT MEETING

TBA



**NOTICE OF THE EXECUTIVE COMMITTEE MEETING
OF THE OWNERS OF UP 4796
'THE MARK AND PROVENANCE'
2 BATMAN STREET , BRADDON ACT**

Venue: Zoom –

Date: Tuesday 2 July 2024

Time: 5:30pm

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from members.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

That the meeting notes any committee member's declaration of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

That the minutes of the last meeting of the Executive Committee held on 27 May 2024 be adopted as a true and accurate account of the proceedings of that meeting.

FINANCIALS

MOTION 4

That the Executive Committee accept the financial reports as attached.

ACTION LIST

MOTION 5

That the Executive Committee discuss the current action item list.

BM REPORT

MOTION 6

The EC discuss the attached BM report and consider implementation of Speed Limit of 15 kph in Basement

DEFECTS PROJECT

MOTION 7

EC to discuss progress

INSURANCE

MOTION 8

The EC discussed the progress of revising the Insurance to remove coverage of floating floors.

SINKING FUND PLAN

MOTION 9

That the EC note the updated Sinking Fund Plan to commence from 1 January 2025 and recommend that it be adopted by the OC at the next General Meeting

TREE MAINTENANCE PLAN

MOTION 10

The EC discussed the Tree Maintenance Plan for the protected tree in the Provenance Courtyard (the American Elm) and noted the urgency to have work done on the tree before the end of winter

QUOTES FOR CONSIDERATION

MOTION 11

That the EC discuss the following quotes:

- Replacement of Tiles in Lifts for The Mark at 45 Ainslie Avenue and 2 Batman Street.
- Quote by Sky Access to Install additional anchor points

ENERGY

MOTION 12

The EC discuss progress in relation to the move from Origin Energy to Energy Local

ALTERATIONS AND ADDITIONS

MOTION 13

The EC consider the following applications:

- Lot 352 (JWLand) Fit out application.

EV SURVEY

MOTION 14

The EC discuss:

- whether to proceed with the shortened EV Survey and
- the request from Unit 231 to charge a motorcycle using OC power on Basement Level -2

FOUNDERS LANE TRAFFIC

MOTION 15

The EC discuss whether to obtain a quote for speed humps in the laneway to slow/discourage through traffic.

OUT OF SESSION APPROVALS

MOTION 16

The EC note and confirm the following out of session approvals:

- Approval of Pet Door for Lot 174
- Approval to replace broken tiles out the front of The Mark \$250 (Office Holders)

GENERAL BUSINESS

NEXT MEETING

6 August 2024



NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796

‘THE MARK AND PROVENANCE’

2 BATMAN STREET, BRADDON ACT

Venue: Teams

Date: Tuesday 6th August 2024

Time: 5:30pm

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from members.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

That the meeting notes any committee member's declaration of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

That the minutes of the last meeting of the Executive Committee (EC) held on 2 July 2024 be adopted as a true and accurate account of the proceedings of that meeting.

FINANCIALS

MOTION 4 a)

That the EC accept the financial reports as attached.

MOTION 4 b)

That the EC notes that a term deposit of \$200,000 matures on 9 August and agrees to roll it over for another 12 months at a rate expected to be 4.5% to 5%. (Please refer to attached email to agenda)

MOTION 4 c)

That the EC note a Schedule B charge by Vantage Strata for cleanup of dumped rubbish and that this would be recouped from the relevant lot owner.

ACTION LIST

MOTION 5

That the EC discuss the current action item list.

DEFECTS PROJECT

MOTION 6

That the EC discuss progress

QUOTES FOR APPROVAL

MOTION 7

That the EC approves a quote of \$4700 + GST (attached) for the stair edging on Cooyong Street.

FLOODING EVENT IN THE MARK

MOTION 8

That the EC consider the options for pursuing recompense from owner for costs (see email attached).

STORAGE CAGES

MOTION 9

That the EC consider options for enforcing removal of covering over storage cages (refer email attached)

ALTERATIONS AND ERECTIONS

MOTION 10

That the EC note actions being taken re Lot gate covering G16 and Lot 321 Re bamboo fencing attached or near (?) their balustrades.

ENERGY TRANSFER TO ENERGY LOCALS

MOTION 11

That the EC discuss the transfer and any potential issues.

BM REPORT

MOTION 12

That the EC discusses the attached BM report.

OUT OF SESSION APPROVALS

MOTION 13

That the EC note and confirm the following out of session approvals (by Officeholders unless indicated otherwise):

- (8 July) High Pressure Washer \$439 + GST
- (15 July) O'Neill and Brown – replace Backflow device and failed valves \$1,028.28 + GST
- (15 July) O'Neill and Brown – plumbing asset maintenance \$612.20 + GST
- (23 July) Quote from Focus Facilities for Elm Tree Management Plan \$1,275 incl GST
- (16 July) Steamatic – Flooding incident remediation \$6,725.15 *EC approved.*

STRATA MANAGEMENT AGREEMENT

MOTION 15

That the EC agree on our approach to future strata contract management (noting the current contract with VS ends mid- December 2024).

Note: A paper and motion relevant to renewal of the Strata Management Contract will be sent separately to EC members

GENERAL BUSINESS

NEXT MEETING

3 September 2024



**NOTICE OF THE EXECUTIVE COMMITTEE MEETING
OF THE OWNERS OF UP 4796
'THE MARK AND PROVENANCE'
2 BATMAN STREET , BRADDON ACT**

Venue: Teams

Date: Tuesday 3rd September 2024

Time: 5:30pm

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

That the meeting resolves that a quorum for the meeting had been achieved and notes any apologies from members.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

The meeting resolves that the meeting notes any committee member's declaration of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

That the meeting resolves the minutes of the last meeting of the Executive Committee held on 13th August 2024 be adopted as a true and accurate account of the proceedings of that meeting.

FINANCIALS

MOTION 4

The meeting resolves that the Executive Committee review and accept the financial reports.

ACTION LIST

MOTION 5

The EC Discuss progress.

ELECTRICITY AND HOT WATER DEEDS AND SOLAR SYSTEM

MOTION 6

That the EC discuss the progress with Origin to EL

DEFECTS PROJECT AND GENERAL MEETING

MOTION 7

That the EC discuss the defects project

FLOODING EVENT IN THE MARK

MOTION 8

The EC consider options for pursuing recompense from owner for costs (see email attached)

ALTERATIONS AND ERECTIONS

MOTION 9

That the EC note actions being taken re Lot 210 gate covering G16 and Lot 321 Re bamboo fencing attached or near their balustrades

GENERAL BUSINESS

NEXT MEETING

4 October 2023



NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796

‘THE MARK AND PROVENANCE’

2 BATMAN STREET, BRADDON ACT

Venue: Teams

Date: Tuesday 2nd October 2024

Time: 5:30pm

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from ~~members~~

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

That the meeting notes any committee member’s declaration of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

That the minutes of the last meeting of the Executive Committee (EC) held on 13th August 2024 be adopted as a true and ~~and~~ account of the proceedings of that meeting.

FINANCIALS

MOTION 4

That the EC accepts the financial reports as attached.

ACTION LIST

MOTION 5

That the EC discuss the current action item list.

DEFECTS PROJECT

MOTION 6

That the EC discuss progress and approve a revised cost estimate for work associated with receipt of other side's reports and referring matters to a Determining Expert (as per the Phase 1 Deed).

ENERGY TRANSFER TO ENERGY LOCALS

MOTION 7

That the EC discuss remaining issues re hot water and approve a cost estimate from Proctor Legal to finalise work on the move to Energy Locals and get an agreement signed with Skycell re the solar system.

That the EC note and approve the updated costs estimate (provide end July) from Proctor Legal in relation to:

- continuing to act on behalf of The Owners – UP 4796 in negotiating an outcome with OC Energy in relation to reducing the requested infrastructure sum to nil, or a lesser amount. (\$5,000.00 plus GST plus disbursements;) and
- preparation and issue of common area sublease to Skycell based on OC Energy sublease agreement. (\$2,500.00 - \$3,500.00 plus GST plus disbursements;)

ALTERATIONS AND ERECTIONS

MOTION 8

That the EC consider action required re Lot 210 gate covering and Lot 321 re bamboo fencing attached or leaning on their balustrades.

OUT OF SESSION APPROVALS

MOTION 9

That the EC note and confirm the following out of session approvals (by Officeholders unless indicated otherwise):

20 Aug Quote of \$5,000 to redact 2 of the other side's defect reports (EC)

11 Sept Signage for G07 (commercial) in the Mark (EC)

16 Sept Expenditure of \$1,680 for Fairy to change all chute bins on Sunday mornings for 21 weeks from 22 September to 10 February (after/near AGM). EC

SUBGROUP TO CONSIDER EV AND TRANSITIONING OUT OF GAS HOT WATER

MOTION 10

That the EC consider setting a subgroup of interested OC members, including 1 EC member to consider these issues.

BM REPORT

MOTION 11

That the EC discusses the attached BM report.

STRATA MANAGEMENT AND BUILDING MANAGEMENT AGREEMENT

MOTION 12

The EC considered the Strata and Building Management Contract Renewal" (Papers to be forwarded separately to EC Members).

GENERAL BUSINESS

NEXT MEETING

5TH November 2024



MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796

‘THE MARK AND PROVENANCE’

2 BATMAN STREET, BRADDON ACT

Venue: Teams

Date: Tuesday 1 October 2024

Time: 5:30pm

Attendance :
Shelley Cooper Tony Ruggeri
Andrew Mackey Parth Shah
Jun Ma
Tiarna Stekovic (Vantage Strata)

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

That the meeting resolved that a quorum for the meeting has been achieved and notes any apologies from members.

Apologies – Rob Enright, Warwick Vance

DECLARATIONS OF CONFLICT OF INTEREST

MOTION 2

There were no declarations of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

The minutes of the last meeting of the Executive Committee (EC) held on 13 August 2024 were adopted as a true and accurate account of the proceedings of that meeting.

FINANCIALS

MOTION 4

The EC accepted the financial reports as attached to the agenda.

ACTIONS LIST

MOTION 5

The EC noted the following:

- . items on top of storage cages – some have been removed, and VS have spoken to Fire ACT to assist in getting message across re fire risk
- . stair edging (corner Cooyong St and Ainslie Ave) still to be finalised re how it is attached to reduce future risk of it coming off
- . Tree Management plan has been with ACT Govt for approval - expected soon.

DEFECTS PROJECT

MOTION 6

The EC discussed the current status of the project noting the following:

- . receipt of a revised (higher) cost estimate from SH for Phase 1 Deed work raising concerns about further costs for the Owners Corporation; and
- . work done by SH and the EC to understand and assess the position of Chase/Altair re our alleged defects and inform decision-making, noting 1 more report is expected.

The EC agreed to the revised cost estimate noting that funds are available. The EC agreed that it would be useful to have a face-to-face informal Town Hall style meeting with interested owners to provide feedback on the above issues and seek views – to be organised in the next 2-3 weeks.

ENERGY TRANSFER TO ENERGY LOCALS

MOTION 7

The EC noted that the changeover of electricity to Energy Locals (EL) was proceeding well with installation of new meters in the week commencing 1 October and residents can sign-up after 9 October with instructions about that to come from EL.

Changeover to EL for gas will occur later, likely end of October (TBA).

ALTERATIONS AND ERECTIONS

MOTION 8

The EC decided to advise Lot 210 to remove their gate covering following a considerable period of time waiting on an application for an acceptable alternative and to discuss alternatives with Lot 321 to the existing fencing.

OUT OF SESSION APPROVALS

MOTION 9

That the EC note and confirm the following out of session approvals (by Officeholders unless indicated otherwise):

20 Aug Quote of \$5,000 to redact 2 of Chase/Altair's defect reports (EC)

11 Sept Signage for G07 (commercial) in the Mark (EC)

16 Sept Expenditure of \$1,680 for Fairy to change all chute bins on Sunday mornings for 21 weeks from 22 September to 10 February (after/near AGM). (EC)

OC SUBGROUP TO CONSIDER EV CHARGING AND TRANSITIONING OUT OF GAS HOT WATER

MOTION 10

The EC agreed to set up working group of interested OC members, preferably including 1 EC member to consider these issues, noting one EC member has advised interest in being part of this.

BM REPORT

MOTION 11

Not discussed.

STRATA MANAGEMENT AND BUILDING MANAGEMENT AGREEMENT

MOTION 12

The EC considered papers developed by a sub-committee of the EC following the seeking of expressions of interest from a number of strata companies, following the end of our current 3 yearly agreements on 19 December 2024.

It was agreed to seek agreement from Vantage Strata to a temporary extension to their current contracts to around end February 2025. This will allow the matter to be brought to the AGM (generally held early February) for decision and an easier transition if the AGM decides to change contractor (rather than over the Christmas/New Year period).

GENERAL BUSINESS

New signage was noted for a "Tobacconist" on Ainslie Ave, near the entrance to The Mark. It was agreed that they be advised to remove the signage and to put in a Fitout application, including signage, before they proceed any further.

The meeting concluded at 7.45pm

NEXT MEETING

5 November 2024



NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796

‘THE MARK AND PROVENANCE’

2 BATMAN STREET, BRADDON ACT

Venue: Teams

Date: Tuesday 3 December 2024

Time: 5:30pm

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from members.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

That the meeting notes any committee member's declaration of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

That the minutes of the last meeting of the Executive Committee (EC) held on 1 October 2024 be adopted as a true and accurate account of the proceedings of that meeting with the addition of the following dot point under Motion 5 (Actions list) which was omitted from the minutes:

“. the EC accepted the quote of \$3,634.80 +gst (the cheapest of 2 quotes) for a handrail at 2 Batman St entrance at the stepdown.”

FINANCIALS

MOTION 4

That the EC accept the financial reports as attached.

ACTION LIST

MOTION 5

That the EC discuss the current action item list.

DEFECTS PROJECT

MOTION 6

That the EC discuss progress and proposed actions.

ENERGY TRANSFER TO ENERGY LOCALS

MOTION 7

That the EC discuss remaining issues to finalise the transition:

- . note to owners and residents re getting owed \$ returned from Origin?
- . amending the agreed deed re infrastructure costs (following final negotiations with Origin)
- . getting a deed finalized with Skycell, the owner of the solar system, for our contribution re energy generated and used by us (none paid to date).

ALTERATIONS AND ERECTIONS

MOTION 8

That the EC consider action required re Lot 210 gate covering (infringement notice?) and Lot 321 re bamboo fencing attached or leaning on their balustrades.

AGM PLANNING AND CHANGE OF STRATA MANAGEMENT

MOTION 9

That the EC decide on date for AGM and discuss agenda items (including revised sinking fund plan) and any issues to be managed in relation to changeover to new Grady.

QUOTES FOR CONSIDERATION

MOTION 10

1. Fire 360 re audit of doors – total cost around \$20,000. Nothing urgent.
2. Quote for speed humps

OUT OF SESSION APPROVALS

MOTION 11

That the EC note and confirm the following out of session approvals (by Officeholders unless

indicated otherwise):

22 Nov Quote of \$7,498.83 + gst to replace emergency phones in lifts to upgrade from 3G to 4/5G – from Sinking Fund (EC)

19 Nov Quote of \$7,600 + gst for stair-edging along Cooyong St and corner and Ainslie Ave (EC)

8 Nov Signage for Lot 347 (Tobacconist) significantly amended as an Alteration/Erection as Fitout approval not required (EC)

20 Oct Fitout for commercial Lot 339 (PRD) approved

2 Oct Quote to repair one lift in The Mark \$1,360 + gst

24 Sept Quote to fix tow hitches for bins \$150+gst callout + \$150+gst

GENERAL BUSINESS

NEXT MEETING



NOTICE OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796

‘THE MARK AND PROVENANCE’

2 BATMAN STREET, BRADDON ACT

Venue: Teams

Date: Thursday 5th December
2024

Time: 5:30pm

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

That the meeting resolves that a quorum for the meeting has been achieved and notes any apologies from members.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

That the meeting notes any committee member's declaration of conflicts of interest.

ADOPTION OF MINUTES

MOTION 3

That the minutes of the last meeting of the Executive Committee (EC) held on 1 October 2024 be adopted as a true and accurate account of the proceedings of that meeting with the addition of the following dot point under Motion 5 (Actions list) which was omitted from the minutes:

“. the EC accepted the quote of \$3,634.80 +gst (the cheapest of 2 quotes) for a handrail at 2 Batman St entrance at the stepdown.”

FINANCIALS

MOTION 4

That the EC accept the financial reports as attached.

ACTION LIST

MOTION 5

That the EC discuss the current action item list.

DEFECTS PROJECT

MOTION 6

That the EC discuss progress and proposed actions.

ENERGY TRANSFER TO ENERGY LOCALS

MOTION 7

That the EC discuss remaining issues to finalise the transition:

- . note to owners and residents re getting owed \$ returned from Origin?
- . amending the agreed deed re infrastructure costs (following final negotiations with Origin)
- . getting a deed finalized with Skycell, the owner of the solar system, for our contribution re energy generated and used by us (none paid to date).

ALTERATIONS AND ERECTIONS

MOTION 8

That the EC consider action required re Lot 210 gate covering (infringement notice?) and Lot 321 re bamboo fencing attached or leaning on their balustrades.

AGM PLANNING AND CHANGE OF STRATA MANAGEMENT

MOTION 9

That the EC decide on date for AGM and discuss agenda items (including revised sinking fund plan) and any issues to be managed in relation to changeover to new Grady.

QUOTES FOR CONSIDERATION

MOTION 10

1. Fire 360 re audit of doors – total cost around \$20,000. Nothing urgent.
2. Quote for speed humps

OUT OF SESSION APPROVALS

MOTION 11

That the EC note and confirm the following out of session approvals (by Officeholders unless

indicated otherwise):

22 Nov Quote of \$7,498.83 + gst to replace emergency phones in lifts to upgrade from 3G to 4/5G – from Sinking Fund (EC)

19 Nov Quote of \$7,600 + gst for stair-edging along Cooyong St and corner and Ainslie Ave (EC)

8 Nov Signage for Lot 347 (Tobacconist) significantly amended as an Alteration/Erection as Fitout approval not required (EC)

20 Oct Fitout for commercial Lot 339 (PRD) approved

2 Oct Quote to repair one lift in The Mark \$1,360 + gst

24 Sept Quote to fix tow hitches for bins \$150+gst callout + \$150+gst

GENERAL BUSINESS

NEXT MEETING



**MINUTES OF THE EXECUTIVE COMMITTEE
MEETING OF THE OWNERS OF UP 4796
'THE MARK AND PROVENANCE'
2 BATMAN STREET , BRADDON ACT**

Venue: Zoom –

Date: Wednesday 1st February 2023

Time: 5:30pm

Attendees:

Shelley Cooper	Warwick Vance
Kurt Haggstrom	Anne Cahill Lambert
Denise Yvanovich	Vana Tark
Tony Ruggeri	John Vild
Kristy Huang	

Apologies: Jun Ma
Bill Lyristakis

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

That the meeting resolved that a quorum for the meeting had been achieved and noted any apologies from members.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

It was noted that Kurt Haggstrom had a conflict of interest with Motion 7

ADOPTION OF MINUTES

MOTION 3

The minutes of the last meeting of the Executive Committee were adopted as a true and accurate account of the proceedings of that meeting, with the following changes:

- Motion 8 replace the word “agreed” with “discussed”.
- Motion 11 Remove the sentence “Remaining EC members noted parcel lockers were potentially a large item in the budget and not yet approved.”

DEFECTS PROJECT

MOTION 4

That the EC consider the proposed draft Stage 1 deed from Sparke Helmore (SH) received 23 Jan 2023, and decide what elements are supported or need amendment.

EC agreed with the draft deed with 2 amendments in relation to alleged defects (ensure consistent with agreed “Scope” already provided to SH) and amend paragraph 3.1 (a) by extending the time period for provision of additional reports from 6 to 8 weeks.

MOTION 5

That the EC agrees to an informal, without prejudice, meeting with JWLand and Chase to discuss its proposed Scope and draft Stage 1 deed

Carried. Shelley Cooper, Vana Tark and Denise Yvanovich at least will attend.

MOTION 6

That the EC agree to the suggested response from SH in their email of 1 February 2023, to Chase/JWLand lawyers’ letter of 30 January re the court proceedings.

Carried

ALTERATIONS AND ERECTIONS

MOTION 7

That the EC discuss the unapproved storage cage alterations by LOT 259.

Kurt Haggstrom left the meeting for this item. It was noted that Lot 259 had not complied with the OC Rules re Alterations and Erections having failed to obtain approval to do work.
EC agreed to bring back a specific action motion at the next EC meeting.

ACAT

MOTION 8

That EC review the attached ACAT Submission lodged by Lot 176 in the Mark and approve defending the case.

The EC agreed to overturn the decision to charge Lot 176 for the callout fee from the plumber following report of a possible flooding event. EC discussed that we need to have signage in the carwash bay informing residents that they cannot use the hose to clean their car spots as there is nowhere for excess water to go.

EC agreed that Anne Cahill Lambert would contact Lot 176 with our decision and liaise with ACAT re listed hearing on Friday 3 March.

GENERAL BUSINESS

- Defects project – quotes for Acoustic Engineer's report
- Vana expressed concern over the proposed equipment to be used. Shelley also raised concerns over the cost and relevancy of the scope of works. It was agreed that Vana would talk to the preferred acoustic engineer about our concerns after discussing with SH.

NEXT MEETING



**MINUTES OF THE EXECUTIVE COMMITTEE
MEETING OF THE OWNERS OF UP 4796
'THE MARK AND PROVENANCE'
2 BATMAN STREET , BRADDON ACT**

Venue: Zoom –

Date: Tuesday 2nd of May 2023

Time: 5:30pm

Attendee's: Shelley Cooper Warwick Vance
Denise Yvanovich Vana Tark
Tony Ruggeri Jun Ma
Andrew Mackey Bill Lyrstakis
Anne Cahill Lambert
John Vlid

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

The meeting resolved that a quorum for the meeting had been achieved and no apologies were noted.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

The meeting noted the declaration by Warwick re Motion 13 EV charging

ADOPTION OF MINUTES

MOTION 3

It was resolved that the minutes of the last meeting of the Executive Committee held on 5th April 2023 be adopted as a true and accurate account of the proceedings of that meeting.

INSURANCE

MOTION 6

The EC accepted the revised insurance premium quote of \$171,549 for coverage from March 2023 (up from \$102,872 paid in October 2022), as a result of the recent increased valuation of The Mark/Provenance, and approved payment of the balance amount payable of \$111,835 for coverage to 20 March 2024. Further, the EC agreed to ask Vantage Strata to advise what fee, commission or any other sort of payment or rebate that Vantage Strata will receive as a result of the new premium.

DEFECTS PROJECT AND GENERAL MEETING

MOTION 8

Following the court hearing last week, the EC agreed to continue to pursue ways to resolve the claim, while continuing to protect the owners' interests, and to call a General Meeting of the Owners Corporation as soon as practicable to seek OC agreement on a proposed course of action.

The EC agreed to send out an update note to owners on events following the General Meeting.

The EC agreed to send a request to all owners to advise of any defects that they consider their apartment may have that have not already been reported or covered in the Tyrell's report by 17 May 2023.

The EC noted progress towards undertaking the inspections for the acoustic report, and noted that owners with units to be covered by the inspections will need to be advised in advance.

NOTE: This meeting was adjourned to 5.30pm, Tuesday 9 May as time ran out to consider all items on the agenda.

NEXT MEETING

This 9th May 2023 at 5.30pm

Meeting Closed 7.35pm



MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF UP 4796 'THE MARK AND PROVENANCE' 2 BATMAN STREET , BRADDON ACT

Venue: Zoom –

Date: Tuesday 9th of May 2023

Time: 5:30pm

Attendee's: Warwick Vance Denise Yvanovich
Vana Tark
Tony Ruggeri
Andrew Mackey
Anne Cahill Lambert
Also Present
Nick Christiansen and Pooja Kumar of
Sparke Helmore

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

The meeting noted that this was a continuation of the adjourned 2nd May Meeting, that a quorum for the meeting had been achieved and apologies were received from John Vild and Shelley Cooper.

INSURANCE

MOTION 2

EC noted that Vantage Strata had yet to advise what fee, commission or any other sort of payment or rebate that Vantage Strata will receive as a result of the new premium.

DEFECTS PROJECT AND GENERAL MEETING

MOTION 3

Following the court hearing last week, and the setting of a short timetable for the next court appearance the EC agreed to continue to pursue ways to resolve the claim against Chase/Altair, while continuing to protect the owners' interests, and to call a General Meeting of the Owners Corporation as soon as practicable to seek OC agreement on a proposed course of action.

NOTE: The meeting concluded at 6:30 p.m. when a quorum was lost.

NEXT MEETING

This 6th June 2023 at 5.30pm

Meeting Closed 6:35 p.m.



**MINUTES OF THE EXECUTIVE COMMITTEE
MEETING OF THE OWNERS OF UP 4796
'THE MARK AND PROVENANCE'
2 BATMAN STREET, BRADDON ACT**

Venue: Teams

Date: Tuesday 7TH November 2023

Time: 5:30pm

Attendance :

Shelley Cooper	Tony Ruggeri
Warwick Vance	Andrew Mackay
June Ma	John Vild
Denisse Yvanovich	
Tiarna Stekovic (VS)	

Apologies: Anne Cahill Lambert

DECLARATION OF QUORUM AND APOLOGIES

MOTION 1

The meeting resolved that a quorum for the meeting had been achieved and noted apologies above from members.

DECLARATION OF ANY CONFLICTS OF INTEREST

MOTION 2

The EC noted the declaration by Warwick of a conflict of interest re the EV item as he owns an EV.

ADOPTION OF MINUTES

MOTION 3

The EC **resolved** that the minutes of the last meeting of the Executive Committee held on 10th October 2023 be adopted as a true and accurate account of the proceedings of that meeting.

FINANCIALS

MOTION 4

The EC accepted the financial reports. The Strata Manager explained how the interest charge works (which is automatic) and agreed no further action.

Re Schedule B charges, specifically in regard to getting rid of items dumped in the basement on common

property, the Strata Manager explained these tasks and associated costs are not provided for under the VS or Building Manager agreements and thus incur Schedule B charge.

ACTION ITEMS

MOTION 5

Key issues on the Action list were discussed including:

- ongoing issues with dogs urinating/defecating on the rooftop – it was agreed to get a more comprehensive report from the BM and options for consideration at the next meeting
- EV charging survey of residents – it was **resolved** to send the draft survey provided by Warwick (based on NSW Gov't suggested survey) to Owners to ascertain the current and future situation re EVs. Future possible actions noted included obtaining advice from our developer re electricity capacity, liaising with other complexes who have done it and going to an EV charger provider such as Jetcharge.

RECOUPING OC EXPENSES AND INSURANCE CLAIM FOR LOT 57

MOTION 6

- (a) The EC **resolved** that as per s.31 of the UTMA and cost the OC incurs as a result of a unit occupier's negligent or wilful act or omission will be recovered from the responsible unit owner.
- (b) The EC noted 2 quotes obtained for rectifying water damage to Lot 57 and common property in March 2023 as a result of the actions/lack of action by Lot 62. The EC **resolved** to:
- (i) Not put in an insurance claim in if the company who quoted for the insurance company could quote a similar cost for the OC (\$24,800 incl gst) and then seek to recoup the cost from Lot 62: or, if the quote is not similar,
 - (ii) put the insurance claim in and seek to recoup the insurance excess cost from Lot 62.

This was based on the following considerations:

- the insurance excess is \$20,000 for such a claim.
 - the second quote was for \$29,000 incl gst
 - it has been a long time since the incident so the matter really needs to be resolved
 - any claim made may impact on future premiums.
- (c) The EC noted another incident involving water pooling in the hallway outside Lot 261 from a tap left on by the resident, and **resolved** in principle to recover the cost of the cleanup of that water.

FITOUT APPLICATION – LAUNDROMAT

MOTION 7

The EC **resolved** to approve a fitout application for a Laundromat at Lot 345 (G12) subject to the following conditions:

- a water meter is installed and maintained to enable water use from commercial operations to be measured
- Lot 345 would pay for water usage from the business operations based on the meter reading done jointly by Lot 345 and the Building Manager.

STORAGE CAGES AND RULE 15

MOTION 8

The EC noted action taken to date re removing items on top of storage cages and **resolved** to send out a further note to residents and place notices in the lifts emphasizing the need to remove flattened boxes, plastic etc covering the cages, to ensure there is clearance for the sprinklers to be effective in the event of a fire in a cage.

BATMAN ST ENTRANCE STEPDOWN

MOTION 9

The EC considered options to replace the stripping that has come away from the step-down outside the Batman St entrance and in the first instance **resolved** to get quotes for quick options such as paint, stick on stripping in a bright colour such as yellow.

RECORDING OF EC MEETINGS

MOTION 10

Tiarna noted that if VS did the recordings, they would only be used to check matters re the minutes and then destroyed. It was agreed to defer discussion of the issue until next meeting.

OUT OF SESSION APPROVALS

MOTION 11

The EC noted the following approvals out of session:

- . 5 Oct – fire equipment repairs \$424 (Office holders)

GENERAL BUSINESS

John questioned impact of the bank guarantee for funds up to \$250,000 in the event a financial institution fails, noting that we have more than that with Macquarie Bank.

NEXT MEETING

5 December 2023

The meeting closed at 6.55pm.



**MINUTES OF THE ANNUAL GENERAL MEETING OF
THE OWNERS UNITS PLAN NO. UP 4796**

‘THE MARK & PROVENANCE’

**2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG STREET NORTH, BRADDON,
ACT 2612**

Venue: Gorman Art Centre
55 Ainslie Avenue, Braddon, ACT, 2612

Date: 18 January 2021

Time: 05:30PM

Present:

A Nov	(Lot 21)	D & G Yvanovich	(Lot 214)
H Cui	(Lot 34)	S Cooper	(Lot 215)
K Dunne	(Lot 109)	F Choudhury	(Lot 231)
J Olsen	(Lot 128)	V Mohammed	(Lot 254)
A Ruggeri &		K & B Haggstrom	(Lot 259)
D Xiarkis	(Lot 173)	E Edwards	(Lot 279)
A Whiting	(Lot 181)	W Vance &	
A Mackery	(Lot 185)	K Cambridge	(Lot 280)
B & D Carlsund	(Lot 195)	X He	(Lot 286)
L Evans	(Lot 209)		

Guests: J Critchley-Evans (Lot 69) M & A McGhehey (Lot 228)
S Sort (Lot 109) M Ritchie (Lot 209)
A St John-Brown (Lot 194)

Proxy Votes: No proxies were received

Absentee Votes: L Dawel Lot 197 IFO motions 1 – 9 against motion 10

In Attendance: Daniel Leskovec, Senior Strata Manager (Vantage Strata)
Danielle Close (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.*

CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that S Cooper chair the meeting, the proxy and apology from L Dawel was accepted. Noting the reduced quorum, the meeting was formally opened for voting at 6:00pm.

ADOPTION OF MINUTES

MOTION 1: *It was **resolved** that the minutes of the Previous Annual General Meeting be confirmed.*

CARRIED.

INSURANCE

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

Insurance Company / Policy Number	Strata Unit Underwriters / 06S8039816
Renewal Date	04/10/2021
Building Sum Insured	\$108,070,000.00
Public Liability Sum Insured	\$20,000,000.00
Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	EXCESSES as per policy wording except: Basic Excess – all claims \$1,000

MOTION 2: *It was **resolved** by Special Resolution 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.*

CARRIED.
(No Dissent Noted)

FINANCES

MOTION 3: *It was **resolved** that the financial accounts for the period from 19 December 2019 to 18 December 2020 be accepted as presented.*

CARRIED.

AUDITED FINANCIALS

D Leskovec advised the meeting that under the recent changes to the Unit Titles (Management) Act 2011, Units Plan 4796 is required to have their annual financial statements audited.

MOTION 4: *It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited with a view to having the audited financials presented at the next Annual General Meeting for consideration.*

CARRIED.

SINKING FUND REPORT

The Sinking Fund Report prepared by QIA Group on 24th November 2020 was briefly discussed, D Leskovec advised A copy of the report can be found in the Library on the BuildingLink portal.

MOTION 5: *It was **resolved** that the Owners Corporation adopt the Sinking Fund Report prepared by QIA Group dated 24th November 2020.*

CARRIED.

MAINTENANCE

MAINTENANCE SCHEDULE

As per recent changes to the Unit Titles (Management) Act 2011, It is a requirement that the Owners Corporation obtain a maintenance schedule.

MOTION 6: *It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to undertake a maintenance schedule report as required under the Unit Titles (Management) Act 2011.*

CARRIED.

DEFECTS

No members present at the meeting raised concern with the defect report obtained from **XYZ Build Pty Limited**. If owners wish to review the report at a later date, the Manager advised a copy of the report can be found in the Library on the BuildingLink portal.

FIRE SAFETY REVIEW

In line with the recent changes to the Unit Titles (Management) Act 2011, D Leskovec advised it is a requirement that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

As part of their fire contract, 360 Degree Fire will provide the Managing Agent with an **Annual Fire Safety Certificate** each year.

A copy of the current Annual Fire Safety Certificate was distributed to all owners in the AGM notice and is available on BuildingLink.

BUDGET DISCUSSION

ADMINISTRATION FUND

While discussing the upcoming Administration Fund budget Owners queried if the management fees invoiced by Vantage Strata could be invoiced quarterly in line with the levy collections rather than the current arrangement of 6 monthly invoices. D Leskovec to investigate and report back to the incoming Executive Committee.

MOTION 7: *It was **resolved** that the Administration Fund budget of \$1,028,060.00 (including GST) for the period 19 December 2020 to 18 December 2021 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 11 February 2021, 19 March 2021, 19 June 2021 and 19 September 2021.*

CARRIED.

SINKING FUND CONTRIBUTION

The Sinking Fund Report dated 24th November 2020 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$232,195.70 (including GST).

MOTION 8: It was **resolved** that a contribution of \$232,195.70 (including GST) as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 19 December 2020 to 18 December 2021, to be contributed by owners in accordance with their unit entitlements and payable by four instalments due on 11 February 2021, 19 March 2021, 19 June 2021 and 19 September 2021.

CARRIED.

EXECUTIVE COMMITTEE ELECTION

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

The following nominations were received from eligible members of the Owners Corporation:

L DAWEL	(LOT 197)	M LYRISTAKIS	(LOT G14)
J VILD	(LOT 194)	V MOHAMMED	(LOT 254)
W VANCE	(LOT 280)	J OLSEN	(LOT 128)
K HAGGSTROM	(LOT 259)	A MACKEY	(LOT 185)
S COOPER	(LOT 215)	T RUGGERI	(LOT 173)
W LYRISTAKIS	(LOT G15)		

MOTION 9: It was **resolved** by Special Resolution that the Owners elect more than seven (7) eligible members from nominations presented at the Annual General Meeting held on 18th January 2021 to form the Executive Committee. The following 11 members were elected to form the Executive Committee of Units Plan 4796:

J OLSEN	(LOT 128)	V MOHAMMED	(LOT 254)
T RUGGERI	(LOT 173)	K HAGGSTROM	(LOT 259)
A MACKEY	(LOT 185)	W VANCE	(LOT 280)
J VILD	(LOT 194)	M LYRISTAKIS	(LOT G14)
L DAWEL	(LOT 197)	W LYRISTAKIS	(LOT G15)
S COOPER	(LOT 215)		

CARRIED.

(No Dissent Noted)

RULE AMENDMENT

During the meeting it was proposed that the rule 5 regarding pets (specifically sections b and d) be adjusted to include further amendments. Those amendments were discussed and accepted by those present at the meeting.

Motion 10 (Amended): *It was **resolved** that the Owners Corporation agrees by Special Resolution, to replace the Owner's Corporation Rules under Schedule 4 of the Unit Titles (Management) Act 2011 with the following rules to be registered on title by Vantage Strata with Access Canberra:*

Rationale

The current OC Rules were based on the default rules in the UTMA 2011 in operation as of April 2020. On 1 November 2020, new default owners corporation commenced. The changes made to the previous default Rules (new 4(3), new 7 phrase "other than ...rule" and deletion of previous Rules re OC Seal and Recovery of legal fees), reflected changes in the UTMA 2011.

The new proposed OC Rules include the new default rules with the following additions:

- . previous agreed change to Rule 4 to allow EC to give approvals
- . replacement of previously agreed Rule re pets by Rules 5 and 6 (in new default rules) – similar to the previous rule but gives consent to unit owner/occupier to have a pet if the listed conditions are met. In addition pet owners must advise the OC they have a pet in their unit
- . proposed amendments to the default rules including
 - . addition of 7 (2) & (3)
 - . addition of 8 (2)
 - . addition in 10 of the phrase "or within common property"
 - . addition of Rule 13 Parking of vehicles/use of vehicles
 - . addition of Rule 14 re Smoking.

OWNERS CORPORATION RULES – THE MARK AND PROVENANCE

1 Definitions—default rules

(1) In these rules:

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

4 Erections and alterations

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

5 Pets in units

- (1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; including ensuring the animal is on a leash or caged, whichever is most appropriate.
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner takes all necessary steps to ensure that the animal does not soil the common property and if it does the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

6 Assistance animals

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

7 Use of common property

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

(2) Specifically, a unit owner must not:

store any items on the common property;

obstruct the common property;

dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose;

or

hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.

(3) 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.

8 Hazardous use of unit

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

(2) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

9 Use of unit—nuisance or annoyance

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

(2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.

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

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

10 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit, or within common property, as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

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

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

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

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

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

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

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

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

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

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

13 Parking of vehicles/use of vehicle

(1) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.

(2) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.

(3) 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:

permission may be given subject to stated conditions; and

permission may be withdrawn by ordinary resolution of the Executive

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

(5) 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

14 Smoking

(1) 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.

(2) 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.

CARRIED.
(1 opposed)
(0 Abstain)
(16 in Favour)

GENERAL BUSINESS

STRATA MANAGER

D Leskovec advised that the Strata Manager T Stekovic is now on maternity leave and will be away for an extended period of time. Until her return S Bakker has stepped in as the Strata Manager for the building and is now the point of contact. S Bakker was to attend the AGM but couldn't as she was unwell.

CCTV

The chairman of the Executive Committee advised in an effort to increase the security at the complex CCTV has been approved to be installed at all main entrances to the building. Should the Owners Corporation wish to expand on security in the future there will be the option to add more cameras in the building.

ELECTRIC VEHICLE CHARGING

The following motion was submitted by a member of the Owners Corporation for consideration at the Annual General Meeting. Following discussion by the meeting it was agreed to accept the motion.

MOTION 11: *It was **resolved** that the Owners Corporation request the incoming Executive Committee investigate the possibility of introducing electric vehicle charging infrastructure in the Mark / Provenance complex and seek opportunities to take advantage of any financial incentives which may be introduced by the government to support greater Zero Electric Vehicle uptake by businesses and the community sector.*

CARRIED.
(4 Opposed)
(0 Abstain)
(13 in Favour)

CARS PARKING IN THE CAR WASH BAY

Owners noted that the same two vehicles were frequently parking in the car washing bay that is available to residents. After general discussion, the meeting agreed this has stopped since the Building Manager put notices on the vehicles advising that the car wash bay was not to be used as a parking space. Should the issue arise again residents should take a photo and advise either the Strata Manager or the Building Manager so a notice can be issued.

SWIPE AUDIT

A query was raised as to whether the swipe card audit that the Strata Manager had proposed was going ahead or completed. D Leskovec advised that Vantage Strata can certainly undertake an audit of the swipe cards and will investigate what action may have already been taken by Tiarna before proceeding. The Manager is to provide an update to the Executive Committee following investigation.

PHONE RECEPTION BOOSTER

Many owners present expressed concern for the lack of phone reception received while inside the building. It was noted that the lack of reception presents as a safety issue to residents for multiple reasons. Owners advised that the Strata Manager was going to investigate the option of installing phone reception boosters in the building, D Leskovec advised that the Manager will follow this up and provide an update to the Executive Committee.

EXCESS RUBBISH

There were many concerns surrounding waste disposal at the complex. Owners noted the following issues:

- Residents are forcing large items down the chutes causing blockages.
- When the rubbish bins are full residents are leaving the rubbish next to the bin or piling it too high.
- The wrong items are being put in the respective rubbish and recycling bins.

Feedback from those present at the meeting was that the waste signs need to be made with larger font and placed at eye level as they are currently difficult to read. It was further suggested that signs and letters be distributed with pictures and in multiple languages.

D Leskovec advised that Vantage Strata has access to waste signs from Access Canberra that come in a range of languages and images that clearly differentiate what items go in what bin. The Manager to arrange the updated signage to be erected around the building.

In the future the Owners Corporation may consider expanding on the security infrastructure in the building to include more cameras and a swipe reader on the bin room doors for the purpose of identifying residents not disposing their waste correctly. These options to be considered by the incoming Executive Committee.

MEETING CLOSURE

There being no further business the meeting was closed at **6:57PM**.

**MINUTES OF THE FIRST MEETING OF
THE OWNERS UNITS PLAN NO. 4796 'THE MARK & PROVENANCE'
2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG
STREET NORTH, BRADDON, ACT 2612**

Venue: Held eletronically via Zoom

Date: Monday, 6 July 2020

Time: 5.30pm

Present:

G03 L. Dawel

G14 M. Lyristarkis

G15 B. Lyristarkis

M. Prendergast on behalf of

324,239,402,1101,G02,G18,G20,102,103,104,105,106,107,109,110,111,112,113,114,115,1
16,118,119,120,121,122,205,210,216,219,222,309,315,407,409,415,
416,418,419,420,421,422,506,507,512,513,515,601,604,606,612,G02,G03,G04,G05,G06,1
01,102,103,104,10,106,107,108,109,110,111,112,113,

101 S. Cooper

117 F. Choudhury

204 J. Lim

218 V. Tark

218 R. Abraham

222 N. Carrin

301 K&B Haggstorm

318 T. Wong

319 H. Madden

321 E Edwards

322 W Vance & K Cambridge

405 E. Tse

406 X. He

413 R. Higgins

413 T. Paradiso

501 A. Langler

511 S Mickleburgh

515 P. Jones

516 K. Dunne

601 M. Chua

607 C. Cheung

619 V. Mahadevan

624 D. Mobilia
664 J. Olsen
718 T. Ruggeri
804 K. Rudzik
1004 L. Tankey
1001 A. Mackey

Apologies: N/A

Proxy Votes: V. P Krishnamurthy (Unit 422 to Chairperson)

Absentee Votes: N/A

In Attendance: Dennis Holmes, Onboarding Specialist (Vantage Strata)
Tiarna Stekovic, 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 Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

MEETING FORMALITIES

MOTION 1: It was **resolved** that the Owners Corporation appoint M. Prendergast as chairperson for the purpose of the First Annual General Meeting.

CARRIED

INSURANCE

MOTION 2: *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.*

CARRIED

BUDGET – SECOND YEAR INCREASE

Owners were reminded that the budget for the first year will generally be significantly discounted and an increase in the total budget (and by extension each owner's levy contribution) should be expected, commencing from the second year of the Owners Corporation.

Considering the aforementioned, the Owners Corporation may experience cash flow challenges closer to the end of the financial year. It was noted that obtaining a Sinking Fund Forecast Report for consideration at the next Annual General Meeting had been approved at the Inaugural Meeting

MOTION 3: *It was **resolved** that the Owners Corporation resolve by special resolution to authorise the Manager to seek and secure funding of any outstanding bills if necessary, to ensure the successful continued functioning of the Corporation, until funds can be raised at a General Meeting of Owners.*

CARRIED

EXECUTIVE COMMITTEE

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

MOTION 4a: *It was **resolved** that the Owners Corporation elect more than 7 owners to the Executive Committee.*

- (Unit 902 Provenance) – A. Whiting
- (Unit G14 Commercial) – M. Lyrstakis
- (Unit G15 Commercial) – B. Lyrstakis
- (Unit 101 Provenance) – S. Cooper
- (Unit G03 Provenance) – L. Dawel
- (Unit 318 Provenance) – J. Wang
- (Unit 718 The Mark) – T. Ruggeri
- (Unit 604 Mark) – J. Olsen
- (Unit 624 Mark) – D. Mobilia
- (Unit 218 Provenance) – V. Mohammed
- (Unit 413 Mark) – G. Tempo
- (Unit 1001 Mark) – A. Mackey

CARRIED

MOTION 4b: *It was **resolved** that the Owners Corporation elect 3-7 owners to the Executive Committee.*

FAILED

ELECTRONIC MEETINGS

MOTION 5:

*It was **resolved** that the Owners Corporation, by Special Resolution to adopt the following rules in regard to electronic meetings and voting:*

Electronic Meetings

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 participants 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.

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.

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.

CARRIED

CONTRACTS / SERVICE AGREEMENTS

MOTION 6:

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the second Annual General Meeting and appoint new contractors as needed, after following a competitive tender process.*

CARRIED

GENERAL BUSINESS

- Certificate of currency has been updated to include the full address of the development.

- Chutes – was raised that protective flap is too heavy to allow easy passage of bags. Explained that this is installed to scope and residents need to ensure all waste clears this flap to prevent blockage. It is noted the mechanics of the flap is for fire safety purposes.
- Parking – M. Prendergast explained that JWLand will be engaging Wilson's Security at their cost to monitor the area between The Mark and Provenance buildings in an effort to deter abuse of parking.
- Bicycle storage – a map taken from the Owners Manual has been uploaded to BuildingLink marked up to show the location from the lifts.

CLOSURE

There being no further business the meeting was closed at 6:44pm.

Insurance Valuation Report

For

"The Mark and Provenance"

2 Batman Street, Canberra

Scheme Number: UP4796



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 150990

9 November 2020

Professional Indemnity Insurance Policy Number 96 0968886 PLP

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
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QIA Group Pty Ltd

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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 which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **2 Batman Street, Canberra.**

1.2 Property Address

The property is situated at **2 Batman Street, Canberra.**

1.3 Description of Building

The property is a 'mixed use' development comprising thirty 'shell only' commercial/retail lots at ground & first floor levels and three hundred and thirty three residential apartments above in four towers of up to twelve storeys. Vehicular accommodation is provided by allocated spaces in a secure garage area arranged over three basement levels. Access to the upper floors is by internal stairs & lobbies and a total of nine passenger lifts.

In accordance with the plans provided the date of registration of the scheme is 2019.

1.4 Client

The Owners for "The Mark and Provenance".

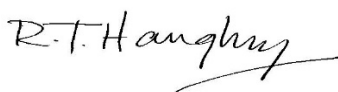
1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: \$135,000,000 (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 Reinstatement Cost Assessment Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

Past years of inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures.

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.

2.5 Elements used in the Calculated Value of the Building Replacement

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

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

NB

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

2.6 Valuation**Replacement Building and Improvements Cost:
\$116,000,000**

Allowance for Cost Escalation during the following:

Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	15 Months

Calculated at 3% per annum over the period	\$4,000,000

**Progressive Subtotal:
\$120,000,000**

Professional Fees:	\$7,000,000

**Progressive Subtotal:
\$127,000,000**

Demolition and Removal of Debris:	\$5,000,000

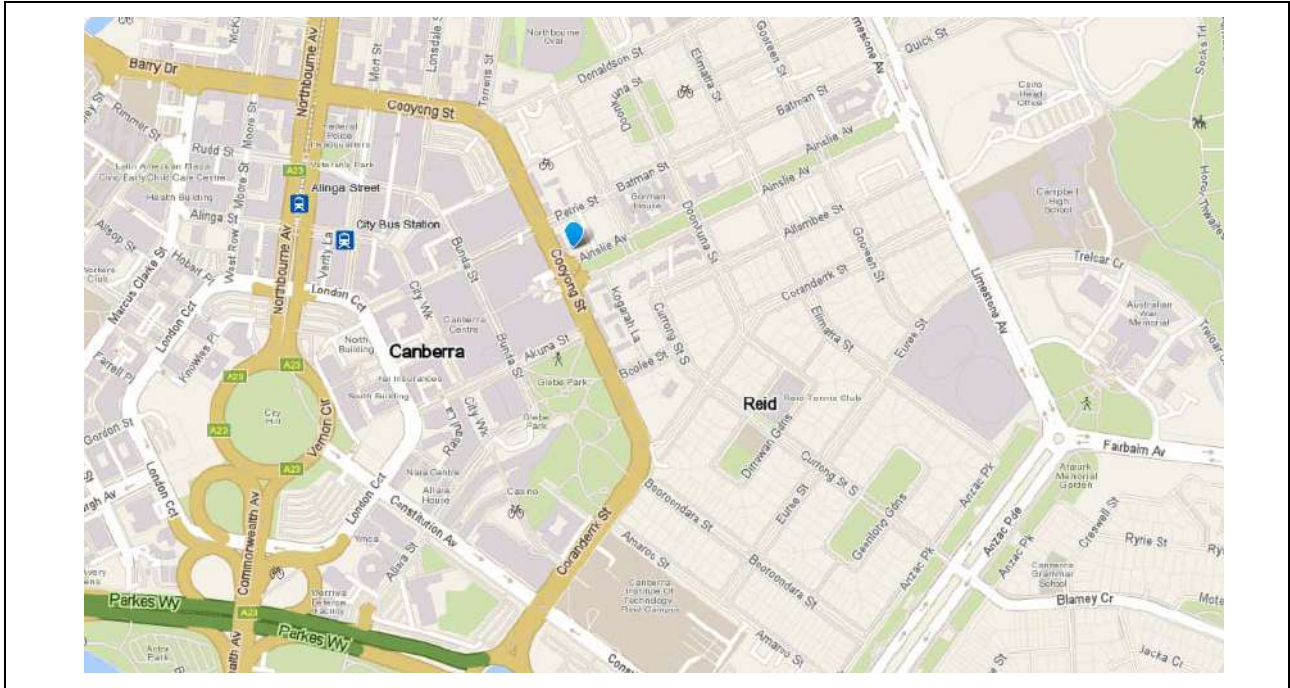
**Progressive Subtotal:
\$132,000,000**

Cost Escalation for Insurance Policy Lapse Period:	\$3,000,000

**Progressive Subtotal:
\$135,000,000**

Reinstatement Cost Assessment Value: (Inc GST)	\$135,000,000

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 and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Masonry.

EXTERNAL WALL FINISHES: Pre-finished panels, glazing and metal sheeting.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Reinforced concrete.

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

SECTION 4 – SITE PHOTOGRAPHS



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 4796

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum

decision or decisions were made— 7 February 2024

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened**

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

☐ **Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
7 February 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 ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2),

part 3.1, schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4796
'THE MARK & PROVENANCE FOUNDERS LANE'
2 Batman Street, BRADDON, ACT, 2612**

Venue: 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda., Suburb of Plan, ACT, 1111

Date: Wednesday, 7 February 2024

Time: 05:30 PM

Present:

Venkatesh P Krishnamurthy &	(Lot 84)	Owner present
Viragini Venkatesh		
Jun Ma	(Lot 85)	Proxy present
Andrew Langler & Casey-	(Lot 94)	Owner present
Anne Langler		
Jun Ma	(Lot 117)	Proxy present
Melizza Chua	(Lot 125)	Owner present
Jun Ma	(Lot 154)	Proxy present
Anthony Paul Ruggeri &	(Lot 173)	Owner present
Diana Mary Xirakis		
Robert Alan Enright & Megan	(Lot 180)	Owner present
Christabel Enright		
The Whiting Family Co ATF	(Lot 181)	Owner present
The Whiting Property Trust		
Andrew P Mackey	(Lot 185)	Owner present
Hailey Rae Musgrove	(Lot 193)	Owner present
Shelley Christine Cooper	(Lot 194)	Proxy present
Denisse & Gerard Yvanovich	(Lot 214)	Owner present
Shelley Christine Cooper	(Lot 215)	Owner present
John K Heaney	(Lot 235)	Owner present
Rod Lambert & Anne Cahill	(Lot 236)	Owner present
Lambert		
Jun Ma	(Lot 237)	Proxy present
Yuwei Chen	(Lot 249)	Owner present
Rashmi Sindhu Chary (non-	(Lot 250)	Owner present
financial)		
Vana Tark	(Lot 254)	Owner present
N L Do	(Lot 257)	Owner present
Shelley Christine Cooper	(Lot 259)	Proxy present
Jun Ma	(Lot 263)	Owner present

Jun Ma	(Lot 264) Proxy present
Elizabeth R Edwards & Deborah J Mackney	(Lot 279) Owner present
Warwick Michael Vance & Kerry Joy Cambridge	(Lot 280) Owner present
Xinwen He	(Lot 286) Owner present
David Lloyd Hickman & Susan Jane Mickleburgh	(Lot 313) Owner present
Vaishali B Dave & Parth Shah	(Lot 336) Owner present
Vaishali B Dave & Parth Shah	(Lot 337) Owner present
Lyrstakis atf Berkely Superannuation Fund	(Lot 347) Owner present
Berkely Holdings Pty Ltd	(Lot 348) Owner present
Sim Fam 2 Pty Ltd	(Lot 351) Owner present

Chairperson: Shelley Christine Cooper

Additional Attendees: Tiarna Stekovic, Vantage Strata

Apologies:

Proxies:

Proxy Name: Jun Ma	(Lot 85) Yuxin Huang
Proxy Name: Jun Ma	(Lot 117) Zhaoxi Wang
Proxy Name: Jun Ma	(Lot 154) Yanyi Huang
Proxy Name: Shelley Christine Cooper	(Lot 194) John B Vild
Proxy Name: Jun Ma	(Lot 237) Min Xie
Proxy Name: Shelley Christine Cooper	(Lot 259) K A Haggstrom & B Haggstrom
Proxy Name: Jun Ma	(Lot 264) Yanchao Chen

Absentee Votes:

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:

Confirmation of Chairperson. Acceptance of proxies and apologies.

CHAIRPERSONS REPORT 2023

Motion 2:

The Chairperson's Report was noted for discussion.

ADOPTION OF MINUTES

Motion 3 Ordinary Resolution:

It was Resolved that the minutes of the previous General Meeting be confirmed.

Refer to GM of 27/11/23.

Carried

INSURANCE

Motion 4 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.*

Carried

AUDITED FINANCIALS 2023 (Adoption)

Motion 5 Ordinary Resolution:

It was Resolved that the Owners Corporation adopt the audited financials and audit report for the financial period ended 31st of December 2023

Note - The auditors report re the 2023 financials was sent to all owners on 22 January 2024.

Carried

AUDITED FINANCIALS 2024

Motion 6 Ordinary Resolution:

It was Resolved that upon conclusion of the current financial year, the Owners Corporation authorise the Managing Agent 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

DEFECTS EXPENSES BUDGET ITEM

Motion 7 Ordinary Resolution:

It was Resolved that the Owners Corporation resolves to include a line item in the 2024 budget for legal and related expenses of \$40,000.00 (excluding GST) in connection with the implementation of the Phase 1 and Phase 2 Settlement Deeds concerning building defects in the Mark and Provenance.

Carried

LEGAL COSTS – ENERGY AGREEMENTS

Motion 8 Ordinary Resolution:

It was Resolved that the Owners Corporation approve the decision of the Executive Committee to approve legal costs for Proctor Legal as per below regarding the embedded network –

1. To act on behalf of The Owners – UP 4796 in negotiating outcome with OC Energy in relation to reducing the requested infrastructure sum to nil, or a lesser amount.

Estimated cost \$8,000.00 - \$15,000.00 plus GST plus disbursements.

2. To negotiate recommended amendments with Energy Locals in relation to new embedded network agreement including the drafting of an appropriate rule in relation to required special privilege right rules and attendant motions that can also be used for Skycell with minor modification.

Estimated cost \$2,500.00 - \$5,000.00 plus GST plus disbursements.

Note: this motion includes the following amendments approved by the Owners Corporation at this meeting to the motion in the agenda papers:

- . addition of the words "the decision of the Executive Committee to approve" after "That the Owners Corporation approve";
- . addition of the words "can also be used for Skycell with minor modification." to the end of point 2.

Carried

ADMIN FUND EXPENDITURE BUDGET

Motion 9 Ordinary Resolution:

It was Resolved that the Administration Fund expenditure budget of \$1,134,575.00 plus GST for the period 1st of January 2024 to 31st of December 2024 be adopted.

Carried

Note: The Owners Corporation of UP4796 agreed to amend the proposed budget to add an additional \$20,000 for negotiating/finalising Energy Agreements.

ADMIN FUND CONTRIBUTION

Motion 10 Ordinary Resolution:

It was Resolved that a contribution be determined to the Administration Fund equal to the sum of \$1,134,575.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 7th of March 2024, 12th of May 2024, 12th of August 2024 and 12th of November 2024.

Carried

Note: The Owners Corporation agreed to amend the Admin Fund Contribution to \$1,134,575.00 plus GST as per Motion 9.

ADMIN FUND CONTRIBUTION & EXPENDITURE - GREASE TRAP CLEANING

Motion 11 Ordinary Resolution:

It was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for Grease Trap cleaning for units 335, 342, 340, 339, 349 in the Mark to the amount of \$5,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget due on the 7th of March 2024, 12th of May 24, 12th August 2024 and 12th November 2024.

Carried

ADMIN FUND CONTRIBUTION & EXPENDITURE - COMMERCIAL UNITS LEVEL ONE

Motion 12 Special Resolution:

It Was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit Service Schedule budget to undertake additional bathroom cleaning for commercial units on level one in the Mark units i.e. 102,103,104,105,106,107 and 108 to the amount of \$10,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget, to be contributed by those lot units in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023.

Carried

ADMIN FUND CONTRIBUTION & EXPENDITURE - COMMERCIAL UNITS THE MARK

Motion 13 Ordinary Resolution:

It was Resolved that the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for sanitary bins for all commercial units in the Mark to the amount of \$6,000.00 plus GST for the period 1/1/2024 – 31/12/2024 and that a contribution be determined to the Administration Fund equal to that budget due on the 7th of March 2024, 12 of May 2024, 12th of August 2024 and 12th of November 2024.

Carried

SINKING FUND CONTRIBUTION

Motion 14 Ordinary Resolution:

The Sinking Fund Report dated 1st of January 2021 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$230,660.00 plus GST.

It was Resolved that a contribution of \$230,660.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of January 2024 to 31st of December 2024 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 7th of March 2024, 12th of May 2024, 12th of August 2024 and 12th of November 2024.

Sinking Fund Report

Dated: 1st of January 2021
Prepared By: QIA Group Pty Ltd
Date To Be Reviewed: 1st of January 2024

Carried

SINKING FUND EXPENDITURE BUDGET

Motion 15 Ordinary Resolution:

That the Sinking Fund expenditure budget of \$123,922.00 including GST for the period 1st of January 2024 to 31st of December 2024 be adopted.

Note: This budget reflects potential expenditure identified from the sinking fund plan.

Carried

SINKING FUND PLAN - (Updated)

Motion 16 Ordinary Resolution:

It was Resolved that the Owners Corporation authorises the Managing Agent to obtain an updated Sinking Fund Plan from QIA Group at a cost of \$2,536.00 (incl. GST) which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.

Sinking Fund Report

Dated: 1st of January 2021

Prepared By: QIA Group Pty Ltd

Date To Be Reviewed: 1st of January 2024

Carried

DEFECTS - AMENDMENT TO CLAUSE 3.2 OF THE DEED OF SETTLEMENT

Motion 17 Ordinary Resolution:

It was Resolved that the Owners Corporation resolves to approve the decision of the Executive Committee (EC) to agree to an amendment to clause 3.2 of the Deed of Settlement - Phase 1 deed in relation to the timing of the response from Altair/Chase re the Owners Corporation's alleged defects, to delay the response date by approximately 2.5 weeks to 29 February 2024.

Note: it was noted that a General Meeting will be called to consider a further request for an extension of time by Altair/Chase.

Carried

DEFECTS LEVY 2023 - EXPENSES

Motion 18 Ordinary Resolution:

It was Resolved that the Owners Corporation of UP4796 approve Executive Committee expenditure outside of the special levy using the contingency apportioned monies of \$7,264.89 for the legal advice and support by Sparke Helmore Lawyers in relation to the proceedings against Chase Building Group (Canberra) Pty Ltd (Chase), and other expenses associated with administration of the Deeds, in relation to building defects in UP 4796.

Note: The Owners Corporation approved revised expenditure from \$5,824.89 up to \$7,264.89.

Carried

FIRE SAFETY REVIEW

Item 19:

It was noted that 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: 23rd of June 2023

Prepared By: 360 Degree Fire

MAINTENANCE PLAN (Review)

Motion 20 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.

Carried

INSURANCE (Alternative Rule)

Motion 21 Special Resolution:

It was Resolved that, the Owners Corporation resolves by Special Resolution to:-

- a) accept, adopt and adhere to the following 'Insurance Rules' as part of the rules of the Owners Corporation.*
- b) add the alternative rules to the existing consolidated registered set of rules (refer to motion above and copy of rules attached).*
- c) register the updated set of consolidated rules with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011.*
- c) accept that the updated Owners Corporation rules will supersede and replace all other rules previously in force.*

Insurance

- (a) The Executive Committee recommends all Unit owner or Occupiers maintain up to date insurance policies such as contents insurance, and motor vehicle insurance policies.
- (b) The Executive Committee recommends all Unit owner or Occupiers maintain an up-to-date landlord insurance policy where a Unit is tenanted or available for tenancy.

Insurance Premiums – Obligation of Owners

- (a) Unless there is prior written consent of the owners corporation, owners may not do or permit anything which may invalidate, suspend, or increase the premium for an insurance policy effected by the Owners corporation.
- (b) Owners must immediately notify the owners corporation of any activity carried out, intended to be carried out or permitted to be carried out on their unit which may increase the premiums or give rise to a claim that incurs an excess for the insurances held by the owners corporation.

Owner Liable

- (a) Consent under this rule allows the owners corporation to require an owner to reimburse the owners corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that owner's unit. The increased amount must be paid from time to time on demand from the owners corporation. A letter from the broker for the owners corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
- (c) In the event an Owner or Occupier in breach of these rules or by wilful or negligent act or omission has caused an Owners Corporation to lodge a claim against the insurances in place as required under the Management Act, and where the actions or inactions of the relevant Owner or Occupier are the matters at issue that have given rise to the insurance claim that has resulted in an excess being payable by the owners corporation, the owners corporation may seek the amount to be paid by the relevant unit owner from time to time on demand.

Carried

Note: The Owners Corporation agreed to amend the motion to replace the word “deliberate” in (c) with “willful or negligent”.

It was noted that the key provisions in the Rule reflect provisions in the UTMA 2011 and the Rule is intended to draw owners’ attention to this issue.

CONTRACTS AND SERVICE AGREEMENTS

Motion 22 Ordinary Resolution:

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.

Carried

EXECUTIVE COMMITTEE (Election)

Motion 23 Special Resolution:

It was noted that 8 nominations were received by the due date in line with the agenda of 48 hours prior to the meeting. These were representative of both buildings (The Mark and Provenance) and the commercial units. A further 3 nominations were received on the day of the meeting/ during the meeting - D. Yvanovich (Lot 214), J. Heaney (Lot 235) and V. Tark (Lot 254) from Provenance building. The following motion was put to the meeting re the extra 3 nominations: *That the Owners Corporation accept the additional 3 nominations.*

Not Carried

- A. *It was Resolved that the Owners Corporation by Special Resolution elects an Executive Committee of 8 members from the 8 nominations of eligible members received 48 hours prior to the meeting, as follows:*

Carried

T. Ruggeri (Lot 173)
R. Enright (Lot 180)
A. Mackay (185)
S. Cooper (Lot 215)
J. Ma (Lot 263)
W. Vance (Lot 280)
P. Shah (Lot 336)
Lyristakis atf Berkely Superannuation Fund (Lot 347)

DELEGATIONS AND APPOINTMENTS

Item 24:

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.

DEFECTS

Motion 25:

It was noted that if owners had specific questions re the 2 deeds that they could provide these to the Executive Committee for consideration by our lawyers as appropriate. Final copies of the deeds can be obtained from the Strata Manager.

CONTRACTS

Motion 26:

No maintenance contracts were noted coming up for renewal.

GENERAL BUSINESS

Item 27: No items were put forward prior to the meeting.

Two items were raised at the meeting:

Additional fees charged for the work undertaken by the Building Manager that is not part of his agreement.

Unapproved structures in the basement (EC matter).

It was brought up for discussion to create the concept of interest groups on particular topics to be set up to work with the Executive Committee

Outgoing members of the Executive Committee (Anne Cahill Lambert, Vana Tark, John Vild, Denisse Yvanovich) were thanked for their contributions.

MEETING CLOSURE

There being no further business the meeting formally closed at **08:31 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 4796

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 7/02/ 2023

Tick applicable box, or both boxes if applicable:

X 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).

**O Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
7/02/2023	As per attached

A4 Owners corporation declaration

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

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a *reduced quorum decision*?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING OF
THE OWNERS' UNITS PLAN NO. UP 4796**

'THE MARK & PROVENANCE'

**2 BATMAN STREET, 45 AINSLIE AVENUE, 43 & 47 CURRONG STREET NORTH, BRADDON,
ACT 2612**

Venue: Zoom Teleconference

Date: Tuesday 7th, February 2023

Time: 6.00pm

Attendees:

M CHU (LOT121)	J VILD (LOT 194)
J OLSEN (LOT 128)	K & B HAGGSTROM (LOT 259)
A MACKEY (LOT 185)	L LEE (LOT 209)
A RUGGERI (LOT 173)	R LAMBERT & A CAHILL LAMBERT (LOT 236)
D & G YVANOVIC (LOT 214)	R CHARY (LOT 250)
H MUSGROVE (LOT 193)	K LEE & B CHU (LOT 121)
J & M MCGAHE (LOT228)	S COOPER (LOT 215)
J CRITCHLEY BEHALF OF E CRITCHLEY (LOT 69)	V TARK (LOT 254)
J KEANEY (LOT 235)	W. VANCE & K. CAMBRIDGE (LOT 280)
J MA (LOT 263)	
J SIMPSON (LOT 351)	

Proxies: Elizabeth J Critchley (LOT 69) to Josh Critchley
Lachlan John Vild (LOT 179) to John B Vild (LOT 179)

Absentee's: D N & A E Trowbridge (LOT 145)

Apologies: D N & A E Trowbridge

In Attendance: T. Stekovic- Strata Manager
R. Low – Admin Support

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

It was resolved that S Cooper be noted as Chairperson for the purpose of the meeting. Noting a reduced quorum, the meeting officially opened at 6:00pm. Proxies and apologies are noted above.

CHAIRPERSON REPORT

The Chairperson noted key issues in the report. A Cahill-Lambert, V. Tark and D Yvanovic requested that their disagreement with the sentence “As has been reiterated on a number of occasions it was never the intention to actively prosecute the claim” be recorded. For clarification, the Chairperson notes the following words could have been added to that sentence “unless an out-of-court settlement is not reached”.

ADOPTION OF MINUTES

MOTION 1: That the minutes of the Previous General Meeting on 5th July 2022 be confirmed.

CARRIED

INSURANCE

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

Insurance Company / Policy Number	Strata Unit Underwriters / 06S8039816
Renewal Date	04/10/2023
Building Sum Insured	\$135,000,000.00
Public Liability Sum Insured	\$20,000,000.00
Office Bearers Liability Sum Insured	\$5,000,000.00
Excess on Claims	Excesses:

	Section 1 \$ 20,000 bursting, leaking, discharging, or overflowing of pipes and/or apparatus and any resultant damage. Section 1 \$ 20,000 all water damage claims Section 1 \$ 2,500 all other claims + as per policy wording Section 2 \$ 2,500 all claims Section 3 \$ 2,500 all claims Section 11 \$ 2,500 all claims

Insurance Valuation

Dated: 16th January 2023
Prepared By: QIA Group Pty Ltd
Recommended Insurance Value: \$175,340,000

MOTION 2 (Special Resolution): (Amended) That the Owners Corporation accept the insurance valuation of \$175,340,000 dated 16th January 2023 and increase insurance coverage to that amount and authorise the executive committee by special resolution.

- 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.

It was agreed that the strata manager circulates information on insurance commission received to all owners

Note: Insurance commissions received by vantage to date are as follows:

2020-2021 - \$10,086.62 + GST
 2021-2022 - \$12,257.13 + GST
 2022-2023 - \$14,634.30 + GST

(0% Opposed)
(0% Abstain)
(100% in Favour)

CARRIED

FINANCES

MOTION 3: That the financial accounts for the period **19/12/2021- 18/12/2022** as presented be accepted.

CARRIED

MOTION 3a: That the Audited financial accounts for the period **19/12/2020- 18/12/2021** as presented be accepted.

CARRIED

AUDITED FINANCIALS

MOTION 4:(Amended) That upon conclusion of the current financial year, the Owners Corporation authorise the Executive Committee 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

CHANGE OF FINANCIAL YEAR

MOTION 5: That the Owners Corporation agree to change the financial year for Units Plan 4796 to align with the calendar year so that it ends on 31 December not 18 December.

CARRIED

SPECIAL PRIVILEGE COMMERCIAL UNITS

Motion 6: (Amended) That the Owners Corporation of UP4796 by Special Resolution adopt a Unit Service Schedule budget to undertake additional bathroom cleaning for commercial units on level one in the Mark units ie 102,103,104,105,106,107 and 108 to the amount of \$10,000 plus GST for the period 19/12/2022 – 31/12/2023 and that a contribution be determined to the Administration Fund equal to that budget, to be contributed by those lot units in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023.

CARRIED

Motion 6a: (Amended) That the Owners Corporation of UP4796 by Special Resolution adopt a Unit service Schedule budget for sanitary bins for all commercial units in the Mark to the amount of \$5000 plus GST for the period 19/12/2022 – 31/12/2023 and that a contribution be determined to the Administration Fund equal to that budget

, to be contributed by all commercial unit owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023

CARRIED

BUDGET DISCUSSION

ADMINISTRATION FUND

MOTION 7: (Amended) That the Administration Fund budget of \$1,048,884.00 plus GST for the period 19th December 2022 – 31st December 2023 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget plus GST to be contributed by owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023

It was also agreed that the item “parcel lockers” in the proposed budget be deleted and the amount (\$40,000) be included in the “Contingency” item.

CARRIED

SINKING FUND CONTRIBUTION

MOTION 8: That a contribution of \$223,942.00 plus GST as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period 19th December 2022 – 31st December 2023 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023, and 12th November 2023

Sinking Fund Report

Dated: 24 November 2020

Prepared By: QIA Group Pty Ltd

Date to Be Reviewed: November 2025

CARRIED

DEFECTS PROJECT

MOTION 9: That the Owners Corporation (OC) approve Executive Committee expenditure of \$ \$43,266. from August to December 2022 for the legal advice and support by Sparke Helmore Lawyers in relation to the proceedings against Chase Building Group (Canberra) Pty Ltd (Chase) in relation to building defects in UP 4796 (OC).

CARRIED

MOTION 10: That the Owners Corporation note the actions taken by the Executive Committee (EC) on the owner’s behalf in relation to the proceedings against Chase (refer Motion 9 above) since July 2022 and agree that

the EC continue to seek settlement of the case which may include agreeing in principle to a settlement deed which must then be put to the OC at a GM for approval.

CARRIED

MOTION 11: That the Owners Corporation accept the terms of a Deed of Settlement contained in a letter dated (insert date) from (insert Lawyers names).

DEFERRED

MOTION 12: That the Owners Corporation resolve by Special Resolution to change the purpose of the Special Levy resolved to be raised at a General Meeting on 5 July 2022 to cover costs associated with the execution of the Deed of Settlement.

DEFERRED

MOTION 13 AMENDMENT OF PREVIOUS SPECIAL RESOLUTION (Special Levy): That the Owners Corporation of UP4796 resolves by Special Resolution to collect the special levy agreed to at the General Meeting held on 5 July 2022 of \$100,000 plus GST to cover the currently estimated costs of the court proceedings up to final hearing if the claim needs to be served, as well as any other expert reports such as an acoustic engineers report. The contribution is to be raised to a special purpose fund equal to the sum of the special levy plus GST, to be paid in accordance with unit entitlements, payable in 4 equal instalments due on 7th March 2023, 12th May 2023, 12 August 2023 and 12th November 2023

(5% Opposed)

(0% Abstain)

(95% in Favour)

CARRIED

EXECUTIVE COMMITTEE ELECTION

MOTION 14: That the Owners Corporation Owners by Special Resolution elects an Executive Committee (7 or more) members from nominations of eligible members including the following 10 (all who nominated).

A RUGGERI (LOT 173)

J VILD (LOT 179)

A MACKEY (LOT 185)

D YVANOVIC (LOT 214)

S COOPER (LOT 215)

A CAHILL LAMBERT (LOT 236)

V TARK (LOT 254)

J MA (LOT 263)

W VANCE (LOT 280)

B. LYRISTAKIS (LOT 347)

CARRIED

CONTRACTS AND SERVICE AGREEMENTS

MOTION 15: That the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.

CARRIED

RULE AMENDMENTS

Note: It was agreed that the proposed changes to the “Owner’s Corporation Rules” will be individually voted on. The new proposed OC Rules includes existing rules with the following additions:

Motion 16: That the Owners Corporation agrees by Special Resolution, to amend the Owner’s Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by amending the existing Rule 13 as follows
(Changes/additions shown in yellow:

Parking of vehicles/use of vehicle.

- 1) A unit owner must not park, stand, or intrude any vehicle, or permit an occupier of their unit or visitor to park, stand or intrude any vehicle, in the vehicle spaces allocated to other units.
- 2) A unit owner must not park, stand, or intrude any vehicle, or permit an occupier of their unit or a visitor to park, stand or intrude any vehicle onto common property except in accordance with traffic signage or with the prior written approval of the Executive Committee where:
 - a) permission may be given subject to stated conditions; and
 - b) permission may be withdrawn by ordinary resolution of the Executive.
- 3) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- 4) 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.

CARRIED.

(5% Opposed)

(0% Abstain)

(95% in Favour)

Motion 16a: That the Owners Corporation agrees by Special Resolution, to amend the Owner’s Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by amending the existing Rule 14 as follows (Changes/additions shown in yellow:

Smoking

1. A unit owner must not smoke, vape any substance or permit an occupier of their unit or a visitor to smoke any substance on common property.
2. A unit owner must not smoke, or vape any substance or permit an occupier of their unit or a visitor to smoke any substance in their unit in such a way as to cause a nuisance or substantial annoyance to an owner, occupier, or visitor in another unit.

CARRIED.
(5% Opposed)
(5% Abstain)
(90% in Favour)

Motion 16b: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

Balconies

A unit owner must not do the following, or permit the following to be done, in relation to the balconies that are part of their unit:

1. place screening, frosting etc. onto balcony railings/balustrades.
2. drape rugs, mats, sheets, blankets, clothing, or other items over balcony railings/ balustrades.
3. rest pot plants, ornaments, candles, or other items on top of balcony walls.

FAILED
(30% Opposed)
(0% Abstain)
(70% in Favour)

Motion 16c: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

Storage Cages

To ensure compliance with Australian Standard AS2118.1 1999 re the operation of sprinklers, a unit owner must not store items, or permit items to be stored, above storage cages in the basement.

AS2118.1 1999 Clause 5.4.8 – Clear space below sprinklers Except as provided in Clauses 11.1.3.4(b) and 11.1.3.6(d) (a clear space not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. For high piled combustible stock, clearance not less than 1m shall be provided. Roof trusses shall always be accessible to water discharged from the sprinklers.

CARRIED
(5% Opposed)
(0% Abstain)
(95% in Favour)

Motion 16d: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

Security of the common property

- 1) A unit owner must not store security cards, keys, access cards or security devices, or permit them to be stored, in or on common property, within letter boxes or outside but close to the complex, including within a lockbox.

CARRIED.
(25% Opposed)
(5% Abstain)
(70% in Favour)

- 2) A unit owner must do the following, or ensure an occupier of their unit does the following:
 - a) Ensure fire and security doors are locked or closed when they are not in use.
 - b) Report the loss of any security card, key, access fob, or other security device to the Strata Manager immediately.

CARRIED.
(10% Opposed)
(0% Abstain)
(90% in Favour)

Motion 16e: That the Owners Corporation agrees by Special Resolution, to amend the Owner's Corporation Rules under Schedule 4 of the Unit Titles Management Act 2011 by adding the following Rule:

Commercial Units

- 1) A unit owner must submit a proposal to the Executive Committee for the fitout of any commercial property, including any alterations or fitout of external façade and signage. Signage options include but are not limited to fixed signage, signage affixed to windows and illuminated signage.
- 2) A unit owner must ensure no waste is left on common property, and all commercial waste must be placed in the appropriate bins in the garbage room.
- 3) A unit owner is responsible for any damage by customers to common property, including all repair costs.
- 4) Rules in this section are not to the exclusion of any other Rule.

CARRIED.
(0% Opposed)
(0% Abstain)
(100% in Favour)

GENERAL BUSINESS

There being no further business the meeting was closed at **8:15PM**.

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 4796

A2 General meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made— 18th January 2022

Tick applicable box, or both boxes if applicable:

☐ **Regularly convened**

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

☐ **Convened after adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
18 th January 2022	As Per the 2022 Annual General Meeting 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** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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





MINUTES OF THE ANNUAL GENERAL MEETING

OF UNITS PLAN NO. 4796

2 BATMAN STREET

BRADDON ACT 2612

Venue: Via Zoom Teleconference

Date: Tuesday 18TH January 2022

Time: 5:30PM

Present:

K Dunne	(Lot 109)	C Macbean	(Lot 356)
M Chua	(Lot 125)	K Bruce	(Lot 231)
J Olsen	(Lot 128)	R Lambert & A Cahill	(Lot 236)
Y Huang	(Lot 154)	Lambert	
A P Ruggeri	(Lot 173)	Q Chen	(Lot 238)
K Wang	(Lot 176)	V T Mohammed	(Lot 254)
L J Vild	(Lot 179)	B & B Haggstrom	(Lot 259)
A Whiting	(Lot 181)	J Ma	(Lot 263)
J B Vild	(Lot 194)	Y Chen	(Lot 264)
S Miao	(Lot 205)	W Vance & K J Cambridge	(Lot 280)
D Yvanovich	(Lot 214)	X He	(Lot 286)
S C Cooper	(Lot 215)	J & K Wharton	(Lot 294)
		M Lyrstakis	(Lot 348)

Proxy Votes: B K Carlsund & D A Carlsund (Lot 195)

Absentee votes: D Gridwood (Lot 64)

In Attendance: T Stekovic (Strata Manager, Vantage Strata)
A Stael (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 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

*It was **resolved** that S Cooper be noted as Chairperson for the purpose of the meeting. Noting a reduce quorum, the meeting officially opened at 6:00pm.*

Proxies and apologies are noted above.

CHAIRPERSON'S REPORT

The Chairperson's Report as presented was noted.

ADOPTION OF MINUTES

MOTION 1: *It was **resolved** to confirm the minutes of the previous General Meeting held on 8 September 2021.*

INSURANCE

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

Insurance Company / Policy Number	Strata Unit Underwriter / 06S8039816
Renewal Date	04 October 2022
Building Sum Insured	\$135,000,000
Public Liability Sum Insured	\$20,000,000
Office Bearers Liability Sum Insured	\$5,000,000
Excess on Claims	Excesses : Section 1 \$ 2,000 each malicious damage, vandalism & graffiti claim for each vacant lot Section 1 \$ 1,000 all other claims + as per policy wording Section 2 \$ 2,000 each claim for each vacant lot Section 2 \$ 1,000 all other claims

	Section 3 \$ 2,000 each claim for each vacant lot Section 3 \$ 1,000 all other claims Section 11 \$ 1,000 all claims

MOTION 2 (Special Resolution): It was **resolved** that the Owner's 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) To give consideration to premium funding the policy, if necessary,
- c) To place and/or renew the insurance policy on terms the Committee deems appropriate,
- d) To obtain quotations from a suitable contractor to provide an insurance valuation if necessary.

FINANCES

MOTION 3: It was **resolved** that the financial accounts for the period **19 December 2020 to 18 December 2021** as presented be accepted.

AUDITED FINANCIALS

MOTION 4: It was **resolved** that the audited financial accounts for the period **19 December to 18 December 2020** as presented be accepted.

AUDIT OF FINANCIALS

MOTION 5: It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorize the Manager to have the financial statements audited for the financial year 2020-2021 and 2021-2022 and then have the audited financials together with the audit report, presented at the next Annual General Meeting for adoption.

BUDGET DISCUSSION

ADMINISTRATION FUND

MOTION 6: It was **resolved** that the Administration Fund budget of \$946,550.00 Plus GST for the period 19 December 2021 to 18 December 2022 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) equal instalments due on 11 February 2022, 19 March 2022, 19 June 2022 and 19 September 2022.

SINKING FUND CONTRIBUTION

MOTION 7: It was **resolved** that a contribution of \$217,000 plus GST as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period 19 December 2021 to 18 December 2022 to be contributed by owners in

accordance with their Units of Entitlement and payable by four (4) equal instalments due on 11 February 2022, 19 March 2022, 19 June 2022 and 19 September 2022.

EXECUTIVE COMMITTEE ELECTION

MOTION 8 (Special resolution): It was **resolved** that the Owners Corporation elects an Executive Committee of between 8 or more members from nominations of eligible members.

The following 13 members were elected to form the Executive Committee of Units Plan 4796:

S C Cooper	(Lot 215)	J B Vild	(Lot 194)	J Ma	(Lot 263)
A P Ruggeri	(Lot 173)	C Macbean	(Lot 356)	B Lyrstakis	(Lot 347)
V T Mohammed	(Lot 254)	K Haggstrom	(Lot 259)	Y Huang	(Lot 154)
W Vance	(Lot 280)	M Lynstakis	(Lot 348)		
A Cahill Lambert	(Lot 236)	D Yvanovich	(Lot 214)		

CONTRACTS AND SERVICE AGREEMENTS

MOTION 9: It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.

RENEWAL OF CONTRACTS

STRATA MANAGEMENT AGENCY AGREEMENT:

MOTION 10: It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Vantage Strata as follows:

Option 3

- a) That Vantage Strata be appointed as Manager, for a period of 3 years to commence on 19 December 2021 at the cost of \$109,200 plus GST per annum.
- b) Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.

- c) *Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management agreement.*
- d) *The Owners Corporation are able to seek a review of the contract if either the Strata or Building manager are changed while still employed by Vantage Strata, with a view to terminating the contract if no agreement is reached on alternatives.*

GENERAL BUSINESS

Pet toilets on balconies

A request was made that pet owners with pet toilets on their balconies ensure these are cleaned up regularly and that any clean up does not result in contaminated water being displaced onto other residents' balconies or other communal property. It was noted that a note could be sent out to residents/owners about this.

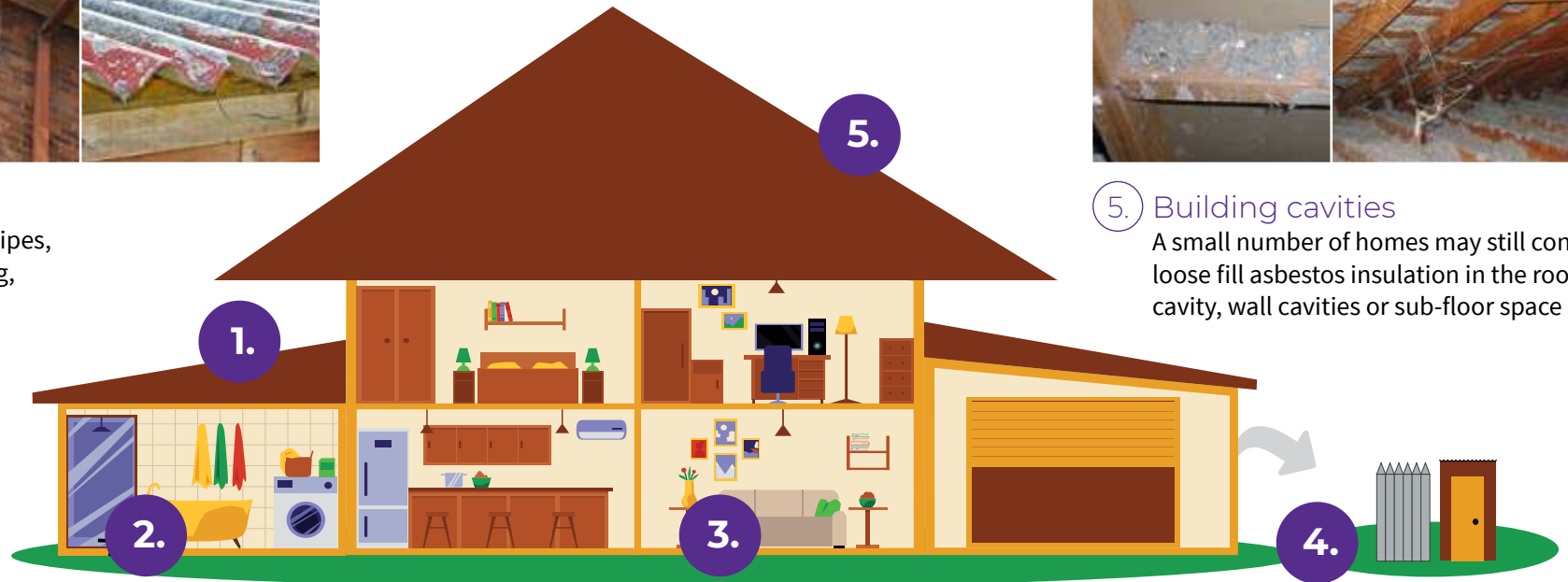
The meeting concluded at 6:45pm

If a home was built before 1990 it may contain dangerous asbestos material

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



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



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



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



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

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation

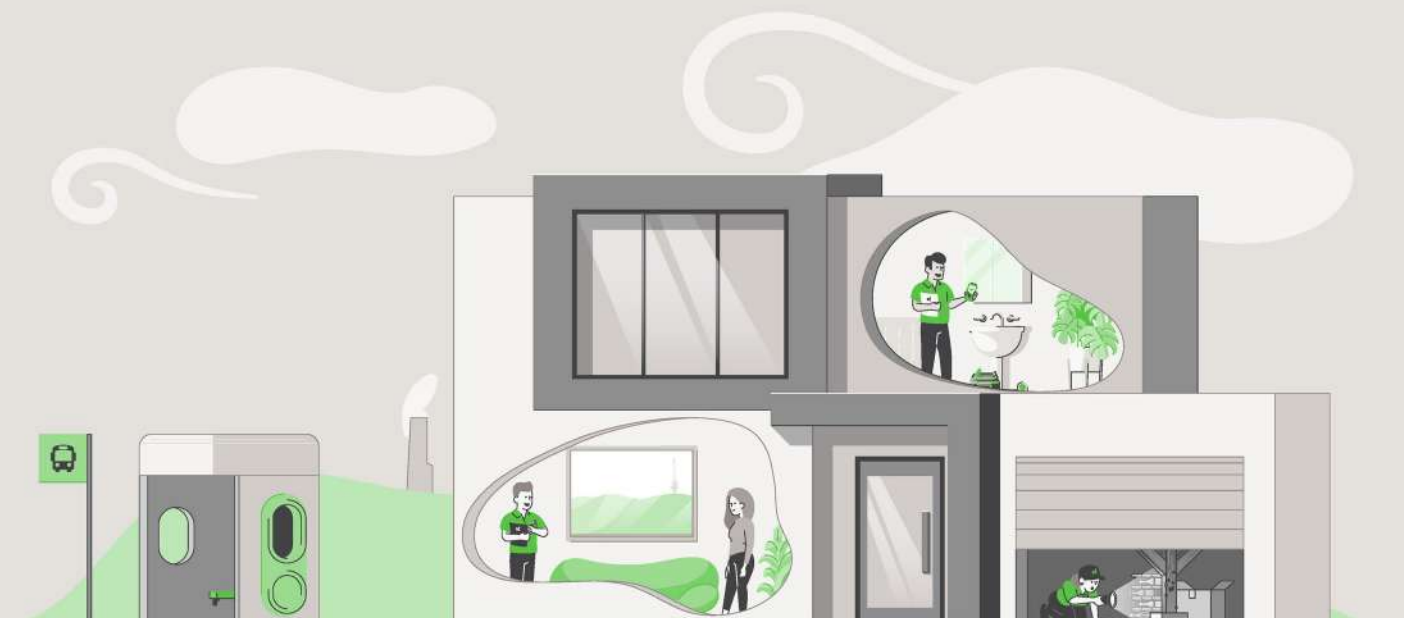


Manage asbestos safely

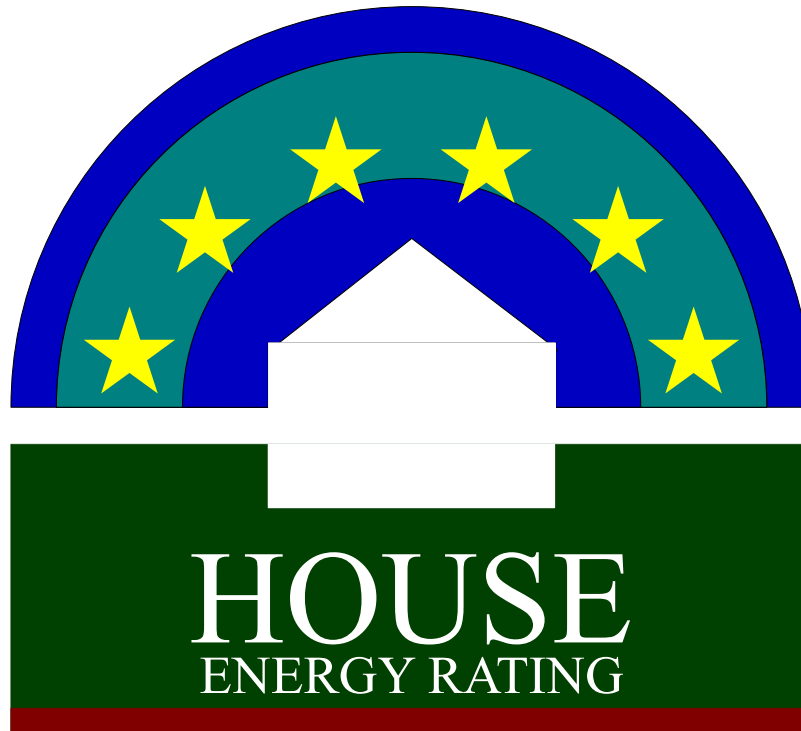
- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

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

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24 **SCORE: 18 POINTS**

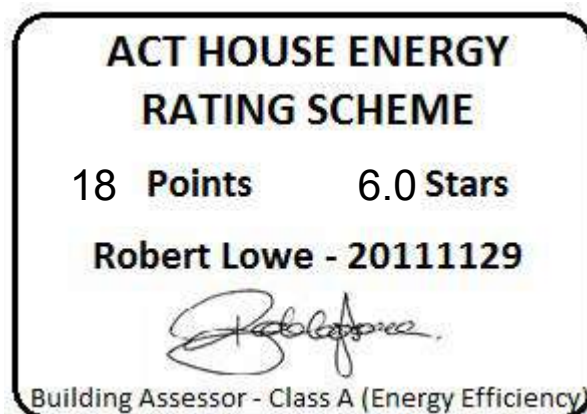
Name: Rudzik

Ref No: 68528

House Title: Unit 178 Block 1 Section 62 BRADDON

Date: 24-02-2026

Address: 804/45 Ainslie Avenue, Braddon ACT 2612



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	18											
Potential	18											

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

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	18	★★★★★★

Largest windows in the dwelling;

Direction : North West

Area : 25 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 West	18	★★★★★★
2. North	30	★★★★★★
3. North East	15	★★★★★☆
4. East	7	★★★★★
5. South East	3	★★★★☆
6. South	5	★★★★☆
7. South West	5	★★★★☆
8. West	8	★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 178 Block 1 Section 62 BRADDON, 804/45 Ainslie Avenue, Braddon ACT 2612,**

Assessor's Name:

Net Conditioned Floor Area: **81.6 m²**

Net Conditioned Floor Area: 81.6 m²				Points			
Feature				Winter	Summer	Total	
CEILING				15	0	15	
Surface Area: 118		Insulation: -104					
WALL				12	-2	10	
Surface Area: 6		Insulation: 5		Mass: -1			
FLOOR				21	-5	17	
Surface Area: 17		Insulation: -4		Mass: 4			
AIR LEAKAGE (Percentage of score shown for each element)				9	0	8	
Fire Place 0 %		Vented Skylights 0 %					
Fixed Vents 0 %		Windows 49 %					
Exhaust Fans 31 %		Doors 0 %					
Down Lights 0 %		Gaps (around frames) 19 %					
DESIGN FEATURES				0	2	2	
Cross Ventilation 2							
ROOF GLAZING				0	0	0	
Winter Gain 0		Winter Loss 0					
WINDOWS				5	-60	-55	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
NE	22	26%	-37	29	-10	-18	
NW	25	30%	-40	54	-50	-37	
Total	46	57%	-77	83	-60	-55	
* 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 34 points				Winter	Summer	Total	
RATING	★★★★★★			SCORE	63	-66	18*

* includes 20 points from Area Adjustment

Detailed House Data

House Details

ClientName Rudzik
HouseTitle Unit 178 Block 1 Section 62 BRADDON
StreetAddress 804/45 Ainslie Avenue, Braddon ACT 2612
FileCreated 24-02-2026

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	36.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	10.0m ²
3	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	38.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R2.0	20.4m	2.6m
2	Framed: FC Sheet Clad	Yes	R0.0	5.4m	2.6m
3	Framed: FC Sheet Clad	Yes	R0.0	14.9m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	Yes	No	R0.0	84.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NE	2.4m	9.0m	No	DG	ALIMPR	OW	No	2.4m	2.4m	0.1m
2	NW	2.4m	3.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	NW	2.4m	3.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	NW	2.4m	3.3m	No	DG	ALIMPR	HB	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
No shaded windows											

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

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

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

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

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Waldemar Rudzik & Katarzyna Rudzik
804/45 Ainslie Avenue
BRADDON ACT 2612
AUSTRALIA

Invoice Date
23 Feb 2026

Invoice Number
INV-68528

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: 3 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

Waldemar Rudzik & Katarzyna Rudzik
804/45 Ainslie Avenue
BRADDON ACT 2612
AUSTRALIA

Payment Date
24 Feb 2026

Sent Date
25 Feb 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

Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
23 Feb 2026	INV-68528	Payment - INV-68528 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00