

Schedule

Land	The unexpired term of the Lease	Unit 44	UP No. 4485	Block 2	Section 12	Division/District Coombs
	and known as 17 Harold White Avenue, Coombs ACT 2611					
Seller	Full name	Sharon Teresa Tran				
	ACN/ABN					
	Address	17 Harold White Avenue, Coombs ACT 2611				
Seller Solicitor	Firm	Elevated Legal Advisory				
	Email	jonathon@elevatedlegal.com.au				
	Phone	0437 693 862	Ref: Jonathon Bellato			
	DX/Address	PO Box 5327, Braddon ACT 2612				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	HIVE Property				
	Email	eva@hiveproperty.co				
	Phone	0415 668 718	Ref: Eva Bono			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Contract				
Goods	Description	Fixed floor coverings, window treatments, light fittings and fridge as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	On or before 30 days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA					
Land Tax to be adjusted?	<input type="checkbox"/> No <input type="checkbox"/> Yes					
Residential Withholding Tax	New residential premises?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
	Potential residential land?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
	Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)		
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No <input type="checkbox"/> Yes		
	Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No <input type="checkbox"/> Yes		

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

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

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants <input type="checkbox"/> Tenants in common in the following shares:
---------------------	------------------------	--

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

- insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

Property Act means 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 44 17 Harold White Avenue
Block 2 Section 12 Coombs

SPECIAL CONDITIONS

54. DEFINITIONS

In this contract:

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

55. GENERAL

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

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

56. GENERAL CONDITION AMENDMENTS

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

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

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

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

57. CONDITION OF PROPERTY

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

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

58. KEYS

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

59. ADJUSTMENTS

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

60. SELLER AGENT

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

61. ENTIRE AGREEMENT

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

62. RELIANCE AND REPRESENTATIONS

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

63. FIRB APPROVAL

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

64. DIRECTOR GUARANTEE AND INDEMNITY

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

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

65. INSOLVENCY AND INCAPACITY

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

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

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

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

ANNEXURE A: GUARANTEE AND INDEMNITY

In this Guarantee & Indemnity:

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

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

Executed by in the presence of:

.....
Signature

.....
Signature of Witness

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

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

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Coombs Section 12 Block 2 on Deposited Plan 11223 with 63 units on Unit Plan 4485

Unit 44 (Class A) entitlement 143 of 10000, 2 subsidiaries

Lease commenced on 26/06/2018, terminating on 22/06/2115

Proprietor

Sharon Teresa Tran

44/17 Harold White Avenue Coombs ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
27/11/2019	2244054	Mortgage to Commonwealth Bank of Australia

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201630283	Development Application	27/09/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	23/12/2016

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - construction of 63 residential townhouses with associated garages, car parking and associated works.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Coombs Section 12 Block 2 on Deposited Plan 11223 with 63 units on Unit Plan 4485

Lease commenced on 26/06/2018, terminating on 22/06/2115

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4485

c/- LMM Solutions Pty Ltd, PO Box 884 Gungahlin ACT 2912

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
04/09/2020	3021742	Application to Note Special Resolution
20/10/2021	3113263	Application to Note Special Resolution
16/09/2025	3405292	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201630283	Development Application	27/09/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	23/12/2016

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - construction of 63 residential townhouses with associated garages, car parking and associated works.



Access Canberra

Chief



SR\$3021742

28/08/2020 11:36:27 AM

LAND TITLES

A

N

N

3021742

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Vantage Strata	PO BOX 206, Civic Square ACT 2608	1800 878 728

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2353 90	COOMBS	12	2	4485

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

THE OWNERS CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 19TH AUGUST 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)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	

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

Signature <i>Brittany Durand</i>	Signature <i>Melissa Coles</i>
Full Name (Block Letters) BRITTANY DURAND	Full Name (Block Letters) MELISSA COLES
Address 90/43 CONSTITUTION AVE REID ACT 2612	Address 90/43 CONSTITUTION AVE REID ACT 2612
Office Held STRATA MANAGER	Office Held OFFICE MANAGER

OFFICE USE ONLY

Lodged by	<i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>[Signature]</i>		
Registered by	<i>[Signature]</i>	Registration Date	- 4 SEP 2020

Approved form AF2017-85 approved by Fred Arugay, Deputy Registrar-General on 12/04/2017 under section 140 of the Land Titles Act 1925 (approved forms)

This form revokes AF2012-95

Unauthorised version prepared by ACT Parliamentary Counsel's Office

'OPUS'

39 Woodberry Avenue, Coombs ACT 2911

Units Plan 4485

Owners Corporation Rules



'OPUS'

39 Woodberry Avenue, Coombs ACT 2911

Units Plan 4485

Owners Corporation Rules

1 Definitions

(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 sub-rule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in sub-rule (1) unless-
- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

11 Seal of owners corporation

For the attaching of the seal of the owners corporation to a document to be effective-

- (a) the seal must be attached by decision of the executive committee; and

Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).



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

12 Electronic Notices

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

13 Electronic Meetings

13.1 Attendance

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

13.2 Participation

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

14 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) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
 - (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - (ii) the resolution to be voted on (including any explanatory material);



- (iii) instructions for completing the ballot paper and indicating the voter's choice;
 - (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

15 Parking

- (a) No trucks, caravans, boats, or other larger vehicles wider than 2300mm, not including utes or 4WD vehicles, to be parked within complex.



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 4485

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 19 August 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 and attach details to the notice]

Date of decision	Full text of reduced quorum decision
19 August 2020	Please see attached

A4 Owners corporation declaration

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



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

B1 *What is a reduced quorum decision?*

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING
 OF THE OWNERS OF UP 4485
 'OPUS'
 39 WOODBERRY AVENUE, COOMBS, ACT, 2611**

Venue: Zoom Teleconference

Date: Wednesday 19th August 2020

Time: 5:30pm

Present:

K Jafri	Unit 2
J Armstrong	Unit 28
I McKimm	Unit 32
J Fitch	Unit 36
K Chun	Unit 38
S Ryan	Unit 40
J & C Ng	Unit 49
C Christie	Unit 50
T Wolffs	Unit 51
A Jacobs	Unit 53

Absentee

Votes:

P Rebula & T Zivkovic	Unit 12
J & J Francis	Unit 41

In Attendance:

A Stein	Strata Manager, Vantage Strata
B Durand	Strata Manager, Vantage Strata
R Issa	Associate Strata Manager, Vantage Strata



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

Secretarial Note – Owners are advised that under the Schedule 3.9 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.

CHAIRPERSON, PROXIES AND APOLOGIES

It was resolved that Ms T Wolffs chair the meeting, all absentee votes were accepted. Following general discussion, the meeting commenced at 6:00pm noting a reduced quorum.

ADOPTION OF MINUTES

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

CARRIED

INSURANCE

A question was raised regarding the increased claim excess. The Managing Agent advised that insurance excess and premiums have increased following the large-scale natural disasters in 2019/2020.

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
(No Dissent Noted)

FINANCES

MOTION 3: *It was resolved that the financial accounts for the period from 26 June 2019 to 25 June 2020 as presented be accepted.*

CARRIED

SINKING FUND REPORT

MOTION 4: *It was resolved that the Owners Corporation adopt the Sinking Fund Report dated 26 June 2019.*

CARRIED



BUDGET DISCUSSION

ADMINISTRATION FUND

MOTION 5: *It was resolved that the Administration Fund budget of \$100,109.72 (including GST) for the period 26 June 2020 to 25 June 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 two instalments due on 30 September 2020 and 17 February 2021.*

CARRIED

SINKING FUND CONTRIBUTION

MOTION 6: *It was resolved that a contribution of \$26,044.70 (including GST) be determined to the sinking fund for the period 26 June 2020 to 25 June 2021 to be contributed by owners in accordance with their unit entitlements and payable by two instalments due on 30 September 2020 and 17 February 2021.*

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

The Executive Committee presented proposals for Strata Management from Vantage Strata and LMM Solutions. The proposals were discussed and those present agreed to proceed with the proposal from LMM Solutions.

MOTION 7: *It was resolved that the Owners Corporation enter into the following arrangements:*

- 1. That LMM Solutions Pty Ltd be appointed as Managing Agent, for a period of twelve (12) months*
- 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act)*
- 3. The Owners Corporation execute a written agreement to give effect to this appointment and delegation*
- 4. The delegation is subject to the conditions and limitations set out in the Agreement*
- 5. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting, and*
- 6. Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.*

CARRIED



EXECUTIVE COMMITTEE ELECTION

MOTION 8 (amended): *It was resolved that the Owners Corporation elects the following members to the committee:*

A Kriening (Unit 11), J Armstrong (Unit 28), J Fitch (Unit 36), C Ng (Unit 49), T Wolffs (Unit 51).

CARRIED

RULE AMENDMENT – ELECTRONIC MEETINGS

MOTION 9 (amended): *It was resolved that the Owners Corporation agrees, by Special Resolution, to add the electronic meeting rule to the existing Rules for Units Plan 4485 to be registered on title by Vantage Strata with Access Canberra.*

CARRIED

CCTV CAMERAS

INSTALLATION OF CCTV IN MAIN BIN ROOM

It was agreed that this item be put on hold to determine if the lock on the bin room improves the rubbish dumping issue. It was noted that this may also help ascertain if the dumping is from residents or external.

MOTION 10: *That the Owners Corporation authorise the Executive Committee to install CCTV cameras and a monitoring system in the main bin room at the Opus complex. The Executive Committee, supported by the Strata Manager, will research appropriate systems and seek quotes prior to installation.*

FAILED

INSTALLATION OF CCTV IN SECONDARY BIN ROOM

MOTION 11: *That the Owners Corporation authorise the Executive Committee to install CCTV cameras and a monitoring system in the secondary bin room at the Opus complex. The Executive Committee, supported by the Strata Manager, will research appropriate systems and seek quotes prior to installation.*

FAILED

GENERAL BUSINESS

Unit 38 Pressure Reducing Valve:

Unit 38 advised that a plumber attended their unit and advised that the HWS pressure valves on the system are damaged and not working properly, the plumber advised the pressure reducing valve can be installed for the whole complex or for an individual unit. The owners present agreed that the EC would investigate this matter further.



Parking at the Complex:

It was discussed that residents continue to park arbitrarily around the complex. The owners present agreed for the EC to work with the Managing Agent to produce a rule to address these issues, as well as determine if there any measures that can be put in place.

Lock on Waste Room:

It was raised that the lock on the bin room is not currently working and can be pushed open. The Managing Agent to contact the contractor to ensure that the barrel is installed correctly and that the new code has been programmed.

MEETING CLOSURE

There being no further business the meeting was closed at 6:30PM.



Vantage Strata Pty Ltd
Approved Budget for Unit Title 4485

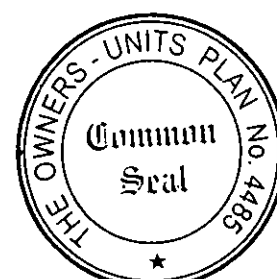
OPUS, 39 Woodberry Avenue COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Printed 27/08/2020 at 09:56:43 User= Abby Stein

Page 1

Administrative Fund	Approved Budget (26/06/2020-25/06/2021)	Current Actual (26/06/2019-25/06/2020)	Current Budget (26/06/2019-25/06/2020)
Expense			
BAS & Tax Preparation	\$300.00	\$210.00	\$650.00
Bank Charges	\$0.00	\$(0.62)	\$0.00
Banking, Software & Infrastructure	\$315.00	\$315.00	\$315.00
BuildingLink	\$1,512.00	\$1,512.00	\$0.00
Cleaning - Gutters	\$3,000.00	\$0.00	\$0.00
Common Seal	\$0.00	\$0.00	\$0.00
Contingency	\$5,000.00	\$0.00	\$15,000.00
Contractor Compliance Fee	\$84.00	\$84.00	\$83.00
Debt Recovery	\$0.00	\$0.00	\$0.00
Electricity	\$2,000.00	\$2,012.59	\$2,000.00
Fire - Maintenance Contract	\$135.00	\$129.00	\$0.00
Fire - Repairs & Replacement	\$300.00	\$135.00	\$500.00
Gardening - Contract	\$22,000.00	\$21,471.55	\$22,000.00
Height Safety Certification	\$800.00	\$0.00	\$0.00
Insurance Excess Payments	\$0.00	\$500.00	\$0.00
Insurance Premium	\$20,000.00	\$29,118.85	\$21,000.00
Interest Paid	\$0.00	\$0.00	\$0.00
Keys, Remotes & Swipes	\$0.00	\$0.00	\$0.00
Legal Fees Arrears Recoveries	\$0.00	\$32.73	\$0.00
Lodgement Fees	\$0.00	\$0.00	\$0.00
Management Fees - Strata	\$23,962.84	\$23,962.84	\$25,468.00
Miscellaneous Expenses	\$0.00	\$0.00	\$0.00
Plumbing - Maint. Contract	\$600.00	\$0.00	\$0.00
R & M Buildings	\$5,000.00	\$1,964.09	\$5,000.00
R & M Electrical	\$1,000.00	\$797.00	\$1,000.00
R & M Plumbing	\$1,000.00	\$212.00	\$1,000.00
R & M Sumps & Pumps	\$0.00	\$0.00	\$0.00
Reports - Insurance Valuation	\$0.00	\$0.00	\$0.00
Reports - Sinking Fund Plan	\$0.00	\$1,007.27	\$0.00
Rubbish Removal	\$0.00	\$0.00	\$0.00
Waste & Recycling Bins	\$0.00	\$0.00	\$0.00
Water Usage	\$4,000.00	\$1,908.96	\$5,000.00
TOTAL ADMIN FUND	\$91,008.84	\$85,372.26	\$99,016.00
ADD: ADMIN GST	\$9,100.88		\$9,901.60
TOTAL ADMIN BUDGET	\$100,109.72		\$108,917.60



Vantage Strata Pty Ltd
Approved Budget for Unit Title 4485

OPUS, 39 Woodberry Avenue COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Printed 27/08/2020 at 09:56:43 User= Abby Stein

Page 2

Sinking Fund

Approved Budget **Current Actual** **Current Budget**
(26/06/2020-25/06/2021) (26/06/2019-25/06/2020) (26/06/2019-25/06/2020)

Expense

Sinking Fund Contribution \$23,677.00 \$0.00 \$0.00

TOTAL SINKING FUND **\$23,677.00** **\$0.00** **\$0.00**

ADD: SINKING GST **\$2,367.70** **\$1,700.00**

TOTAL SINKING BUDGET **\$26,044.70** **\$1,700.00**



Vantage Strata Pty Ltd
Approved Budget for Unit Title 4485
OPUS, 39 Woodberry Avenue COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Budget Summary (26/06/2020-25/06/2021)

	Approved	1st Instalment 30/09/2020	2nd Instalment 17/02/2021	TOTAL (26/06/2020-25/06/2021)
Administrative Fund	\$100,109.72	\$50,054.21	\$50,054.21	\$100,108.42
Sinking Fund	\$26,044.70	\$13,022.34	\$13,022.34	\$26,044.68
Contribution Schedule Total	\$126,154.42	\$63,076.55	\$63,076.55	\$126,153.10
Amount to Collect	\$126,154.42	\$63,076.55	\$63,076.55	\$126,153.10



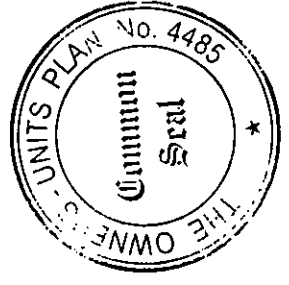
**Vantage Strata Pty Ltd
Approved Budget for Unit Title 4485**

OPUS, 39 Woodberry Avenue COOMBS

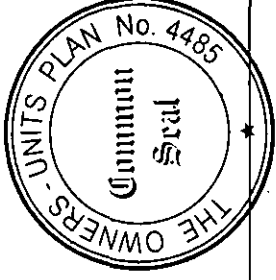
Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Levy Adjustment Summary (26/06/2020-25/06/2021)

Contribution Schedule		Aggregate Units of Entitlement (UOE) - 10000		
Due Date	Levy Period	Admin	Sinking	Total
30/09/2020	26/06/2020 - 25/12/2020	\$5.01	\$1.30	\$6.31
17/02/2021	26/12/2020 - 25/06/2021	\$5.01	\$1.30	\$6.31
Financial Year Total per Units of Entitlement		\$10.01	\$2.60	\$12.62
Financial Year Aggregate		\$100,108.42	\$26,044.68	\$126,153.10
Approved Budget Amount		\$100,109.72	\$26,044.70	\$126,154.42
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00



Vantage Strata Pty Ltd
 Approved Budget for Unit Title 4485
 OPUS, 39 Woodberry Avenue COOMBS
 Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax



Printed 27/08/2020 at 09:56:43 User= Abby Stein

Page 5

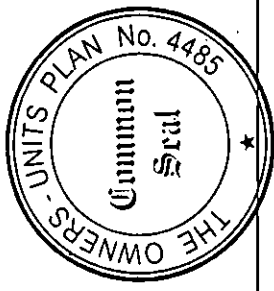
Owner Summary (26/06/2020-25/06/2021) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2020	2nd Instalment 17/02/2021	TOTAL (26/06/2020-25/06/2021)
227	1, 12	Admin Sinking Owner Total \$1,136.24 \$295.61 \$1,431.85	\$1,136.24 \$295.61 \$1,431.85	\$2,272.48 \$591.22 \$2,863.70
171	2, 3, 4, 5, 6, 7, 8, 9, 10, 11	Admin Sinking Owner Total \$855.92 \$222.68 \$1,078.60	\$855.92 \$222.68 \$1,078.60	\$1,711.84 \$445.36 \$2,157.20
157	13, 35	Admin Sinking Owner Total \$785.85 \$204.45 \$990.30	\$785.85 \$204.45 \$990.30	\$1,571.70 \$408.90 \$1,980.60
138	14, 15, 16, 17, 18, 19	Admin Sinking Owner Total \$690.74 \$179.71 \$870.45	\$690.74 \$179.71 \$870.45	\$1,381.48 \$359.42 \$1,740.90
154	20, 29	Admin Sinking Owner Total \$770.86 \$200.54 \$971.40	\$770.86 \$200.54 \$971.40	\$1,541.72 \$401.08 \$1,942.80
150	21, 22, 23, 24, 25, 26, 27, 28	Admin Sinking Owner Total \$750.81 \$195.34 \$946.15	\$750.81 \$195.34 \$946.15	\$1,501.62 \$390.68 \$1,892.30

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

Vantage Strata Pty Ltd
 Approved Budget for Unit Title 4485
 OPUS, 39 Woodberry Avenue COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax



Owner Summary (26/06/2020-25/06/2021) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2020	2nd Instalment 17/02/2021	TOTAL (26/06/2020-25/06/2021)
140	30, 31, 32, 33, 34	Admin Sinking Owner Total \$700.79 \$182.31 \$883.10	\$700.79 \$182.31 \$883.10	\$1,401.58 \$364.62 \$1,766.20
185	36, 37, 38, 39, 40, 41, 42, 59	Admin Sinking Owner Total \$925.99 \$240.91 \$1,166.90	\$925.99 \$240.91 \$1,166.90	\$1,851.98 \$481.82 \$2,333.80
229	43	Admin Sinking Owner Total \$1,146.24 \$298.21 \$1,444.45	\$1,146.24 \$298.21 \$1,444.45	\$2,292.48 \$596.42 \$2,888.90
143	44	Admin Sinking Owner Total \$715.78 \$186.22 \$902.00	\$715.78 \$186.22 \$902.00	\$1,431.56 \$372.44 \$1,804.00
175	45, 47, 49, 51, 53, 55, 57	Admin Sinking Owner Total \$875.96 \$227.89 \$1,103.85	\$875.96 \$227.89 \$1,103.85	\$1,751.92 \$455.78 \$2,207.70
124	46, 48, 50, 52, 54, 56, 58, 60	Admin Sinking Owner Total \$620.67 \$161.48 \$782.15	\$620.67 \$161.48 \$782.15	\$1,241.34 \$322.96 \$1,564.30

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

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4485
OPUS, 39 Woodberry Avenue COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Printed 27/08/2020 at 09:56:43 User= Abby Stein

Page 7

Owner Summary (26/06/2020-25/06/2021) - Contribution Schedule

UOE	Lot(s)	1st Instalment 30/09/2020	2nd Instalment 17/02/2021	TOTAL (26/06/2020-25/06/2021)
139	61, 62, 63			
	Admin	\$695.74	\$695.74	\$1,391.48
	Sinking	\$181.01	\$181.01	\$362.02
	Owner Total	\$876.75	\$876.75	\$1,753.50



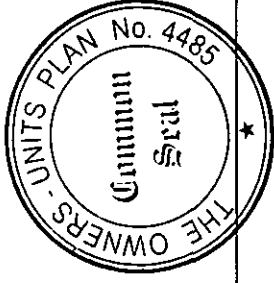
Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4485
OPUS, 39 Woodberry Avenue COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Printed 27/08/2020 at 09:56:43 User= Abby Stein

Page 8



Contribution Summary (26/06/2020-25/06/2021)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 12	Contribution Schedule	227	\$2,272.48	\$591.22	\$0.00
	Owner Total		\$2,272.48	\$591.22	\$2,863.70
2, 3, 4, 5, 6, 7, 8, 9, 10, 11	Contribution Schedule	171	\$1,711.84	\$445.36	\$0.00
	Owner Total		\$1,711.84	\$445.36	\$2,157.20
13, 35	Contribution Schedule	157	\$1,571.70	\$408.90	\$0.00
	Owner Total		\$1,571.70	\$408.90	\$1,980.60
14, 15, 16, 17, 18, 19	Contribution Schedule	138	\$1,381.48	\$359.42	\$0.00
	Owner Total		\$1,381.48	\$359.42	\$1,740.90
20, 29	Contribution Schedule	154	\$1,541.72	\$401.08	\$0.00
	Owner Total		\$1,541.72	\$401.08	\$1,942.80
21, 22, 23, 24, 25, 26, 27, 28	Contribution Schedule	150	\$1,501.62	\$390.68	\$0.00
	Owner Total		\$1,501.62	\$390.68	\$1,892.30
30, 31, 32, 33, 34	Contribution Schedule	140	\$1,401.58	\$364.62	\$0.00
	Owner Total		\$1,401.58	\$364.62	\$1,766.20
36, 37, 38, 39, 40, 41, 42, 59	Contribution Schedule	185	\$1,851.98	\$481.82	\$0.00
	Owner Total		\$1,851.98	\$481.82	\$2,333.80
43	Contribution Schedule	229	\$2,292.48	\$596.42	\$0.00
	Owner Total		\$2,292.48	\$596.42	\$2,888.90
44	Contribution Schedule	143	\$1,431.56	\$372.44	\$0.00
	Owner Total		\$1,431.56	\$372.44	\$1,804.00
45, 47, 49, 51, 53, 55, 57	Contribution Schedule	175	\$1,751.92	\$455.78	\$0.00
	Owner Total		\$1,751.92	\$455.78	\$2,207.70
46, 48, 50, 52, 54, 56, 58, 60	Contribution Schedule	124	\$1,241.34	\$322.96	\$0.00
	Owner Total		\$1,241.34	\$322.96	\$1,564.30

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

Vantage Strata Pty Ltd
Approved Budget for Unit Title 4485

OPUS, 39 Woodberry Avenue COOMBS

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Printed 27/08/2020 at 09:56:43 User= Abby Stein

Page 9

Contribution Summary (26/06/2020-25/06/2021)

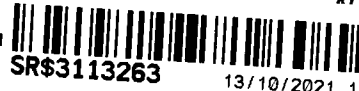
Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
61, 62, 63	Contribution Schedule	139	\$1,391.48	\$362.02	\$0.00
	Owner Total		\$1,391.48	\$362.02	\$1,753.50
	Overall Total		\$100,108.42	\$26,044.68	\$126,153.10

Schedule	UOE
Contribution Schedule	10000





Chief Minister



3113263

Land Titles Act 1925

SR

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
LMM Solutions	accounts@lmm solutions.com.au	02 5110 3200

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2353/90	Coombs	12	2	4485

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

Amend Rule 1.4 and Adopt Rule 2.0, Rule 3.0 and Alternative Rules

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

CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By: *Larren Upton*
 Larren Upton
 Director
 LMM Solutions

Grace Upton
 Grace Upton
 of LMM Solutions

for: Owners of UP4485
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	EB	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	jm 20/10/2021	Registration Date	

VOI Sighted x 1
 Change of Name by 2
 Category JACK SHAW
 Sighted by Deputy Registrar-General
 Date 13 OCT 2021

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: 4485

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Wednesday, 28 July 2021

Tick applicable box, or both boxes if applicable:

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

A3 - Reduced quorum decisions

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

Date of decision: Wednesday, 28 July 2021

A4 - Owners corporation declaration

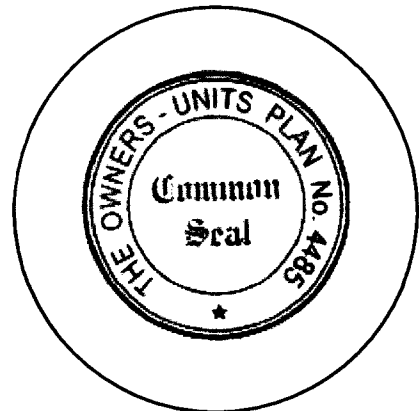
The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.

Seal affixed: Monday, 2 August 2021

Signed:



Title: Senior Strata Manager



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





NOTICE OF REDUCED QUORUM DECISIONS

Part B - General information

B1 - What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 - When does a reduced quorum decision take effect?

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

B3 - How may reduced quorum decisions be disallowed?

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

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

B4 - How may reduced quorum decisions be confirmed?

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

B5 - How may reduced quorum decisions be revoked?

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



Strata Management
For the client experience you deserve!

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

2 August 2021

To all Owners
UP4485 – Opus
Woodberry Ave. John Gorton Dr. and Harold White Ave.
COOMBS ACT 2611

Dear Owner

UP4485 - OPUS
Minutes of Annual General Meeting 2021

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

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

Yours faithfully

Jane Fennell
Senior Strata Manager | COO | Owner

LMM Solutions Pty Ltd

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



MINUTES OF ANNUAL GENERAL MEETING 2021
UNITS PLAN 4485 - OPUS
WOODBERRY AVE. JOHN GORTON DR. AND HAROLD WHITE AVE., COOMBS

- Held:** On Wednesday, 28 July 2021 at 6.00pm.
- At:** LMM Solutions office, 231/29 Braybrooke Street, Bruce and via Microsoft Teams.
- Present:** Ms K Jafri (Unit 2), Mr T Ey (Unit 16), Mr J Armstrong (Unit 28), Ms J Fitch (Unit 36), Mr S Ryan (Unit 40), Mr C Ng (Unit 49), Ms T Wolffs (Unit 51) and Ms R Elento (Unit 63). Mrs J Fennell representing LMM Solutions Pty Ltd.
- Proxies:** Nil.
- Absentees:** Nil.
- Apologies:** Nil.
- Chair:** Ms T Wolffs was elected chairperson for the meeting.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.



MINUTES

- MOTION 1:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.

CARRIED

Matters arising from Minutes

None.

INSURANCE

The Owners Corporation holds insurance cover with Longitude Insurance as follows:

Policy No: LNG-STR-692560	Due date - 22/05/22
Building replacement	\$17,307,360.00
Excess	\$2,500.00
Premium	\$18,901.27

- MOTION 2:** It was resolved that the Owners Corporation of UP4485 acknowledge the Certificate of Currency and review of the insurance claims report as presented.

CARRIED

- MOTION 3:** It was resolved that the Owners Corporation of UP4485 authorise the Manager to adjust the building insurance in consultation with the Executive Committee.

CARRIED

ACCEPTANCE OF FINANCIAL STATEMENTS

The financial report had been circulated to all owners. The financial statements showed a balance of \$39,918.81 in the Administrative Fund and a balance of \$40,807.61 in the Sinking Fund. The balance of the Cash at Bank Account is \$90,345.69.

MOTION 4: It was resolved that the Owners Corporation of UP4485 accept the financial statements as presented. **CARRIED**

INVESTMENT OF FUNDS - Special Resolution

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

MAINTENANCE PLAN/SCHEDULE

MOTION 6: It was resolved that the Owners Corporation of UP4485 obtain a maintenance plan for review and acceptance and by the Executive Committee – *if needed*. **CARRIED**

Secretarial note – some Owners believed that Opus has an existing maintenance schedule/plan. It was agreed that this be confirmed prior to arranging one as there would be no need for a duplication. If not, it was agreed that Opus obtain a maintenance schedule for acceptance by the Executive Committee.

Matters pertaining to building condition

It has been noted by the insurance broker that there is cladding as a part of the external makeup of Opus. Until the composite of the cladding is determined and its percentage of coverage, it may impact insurers' ability to provide a policy as it limits the underwriters' criteria – as seen by SUU who was unable to provide terms.

The Manager provided an update regarding outstanding maintenance items from the builder/developer, Lifestyle Homes/3 Property Group. Based on the most recent survey from Owners noting their outstanding items, there are 11 units still requiring attention. The outstanding items range from patch paint repairs to water ingress issues.

In consultation with the Executive Committee, the Manager requested the assistance of the ACT Government department of Building Investigations. The outstanding issues and photos have been provided for their reference and they have confirmed it is being reviewed in reference to compliance with building laws.

BUDGET DEBATE

Administrative Fund

MOTION 7: It was resolved that the proposed Administrative Fund budget and contribution amount of \$79,500.00 be adopted. **CARRIED**

Sinking Fund

MOTION 8: It was resolved that the proposed Sinking Fund budget and contribution amount of \$27,654.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 9a: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 July 2021, and to be contributed in accordance with the unit entitlements at bi-annually intervals with the instalment due dates to be:



	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2021	31 December 2021	1 November 2021
Levy 2	1 January 2022	30 June 2022	1 May 2022

FAILED

MOTION 9b: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 July 2021, and to be contributed in accordance with the unit entitlements at quarterly intervals with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2021	30 September 2021	1 September 2021
Levy 2	1 October 2021	31 December 2021	1 December 2021
Levy 3	1 January 2022	31 March 2022	1 March 2022
Levy 4	1 April 2022	30 June 2022	1 June 2022

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

The Executive Committee were happy to endorse the services of LMM Solutions.

MOTION 10: It was resolved that the Owners Corporation enter into the following arrangements:

- That LMM Solutions Pty Ltd be appointed as Manager, for a period of three (3) years;
- The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- The delegation is subject to the conditions and limitations set out in the Agreement;
- Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.

CARRIED



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

ELECTION OF COMMITTEE

MOTION 11: It was resolved that the Owners Corporation of UP4485 elect 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting. **CARRIED**

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

Chair – Ms Tammy Wolffs
 Secretary – Ms Julie Fitch
 Treasurer – Mr Stanley Ng

RULE AMENDMENTS AND ADDITIONS - Special Resolutions

MOTION 12: It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**

MOTION 13: It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**

MOTION 14: It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**

MOTION 15: It was resolved that the Owners Corporation of UP4485 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Titles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

ALTERNATIVE RULES - Special Resolution

MOTION 16: That the Owners Corporation of UP4485 authorise the Executive Committee to derive a set of Alternative Rules for adoption and registration (with the amended Default Rules). **CARRIED**

GENERAL BUSINESS

Hot Water Systems and Pressure Valves

Concerns had been raised regarding leaking hot water systems from the pressure relief valves. Systems can start to leak from the valve for one of two reasons: either the valve was triggered to open because of excessive temperature or pressure, or the valve itself is faulty. It was agreed that this is an item that should be addressed by the individual owner if/as required. The reason it was agreed to proceed in this manner is due to the issue only effecting some units and if the mains were adjusted, it would affect all units which may negatively impact all units.

Construction of neighbouring development

Concerns had been raised regarding the noise and possible damage to Opus from this site under construction. While it was noted the drilling was exceptionally noisy, this phase is complete, and the activity time onsite seems to comply with the Government requirements.

An owner had raised that the fence bordering their unit and the construction site had been damaged. Unfortunately, as the fence is shared 50/50 between those either side and not the Owners Corporation, it is the unit owner's responsibility to address this rectification.

It was agreed that should owners have concerns; they're welcome to contact LMM Solutions for support.

BBQ Shade Sail

The Executive Committee had been investigating options to shade the BBQ area enabling it to be used more by residents, particularly in summer. The preferred option is for the shade to be across 2/3 over the top of the current structure and down the western side. It is anticipated the installation to be approximately \$7,000. Should owners have any concerns or feedback regarding this upgrade, they're encouraged to share their thoughts by contacting the Manager, LMM Solutions.

BBQ Covers

It was agreed that the BBQs require covers to protect them from water as rainwater is filling up the grease catcher underneath. Quotes will be provided to the Executive Committee for their consideration.

With no further business, the meeting closed at 6.55 pm.





Default Rules

UP4485 - Opus

Schedule 1 – Unit Titles (Management) Regulation 2011

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

1.1 Definitions—Default Rules

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

1.2 Payment of rates and taxes by unit Owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations - amended

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the ~~owners corporation by special resolution~~ Executive Committee; and
 - (b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).
Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

Default Rules

UP4485 - Opus



1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an Executive Committee representative do?

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

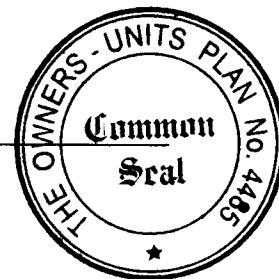
2.0 Execution of documents by owners corporations

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

- (1) An owners corporation must execute a document in 1 of the following ways:
 - (a) if the owners corporation has a common seal – by attaching the seal to the document:
 - (i) as authorised by a resolution of the owners corporation; and
 - (ii) with 2 executive members witnessing the attaching and signing the document as witnesses;
 - (b) without using a common seal:
 - (i) by 2 executive members, as authorised by a resolution of the owners corporation, signing the document; or
 - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.

Default Rules

UP4485 - Opus



- (2) The manager may affix the common seal of the Owners Corporation to:
 - (a) reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (d) certifications under Section 119 of the Act;
 - (e) any other document requiring the common seal with the written authorisation of the executive committee;without following procedure outlined in Alternative Rule 2 (1)(a).
- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2(1)(b).

3.0 Recovery of Legal Fees - added

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.
- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a General Meeting.

4.0 Parking - added

No trucks, caravans, boats, or other larger vehicles wider than 2300mm, not including utes or 4WD vehicles, to be parked within complex.



Access Canberra

LAND TITLES
ACCESS CANBERRA
Corporation

Chief Registrar SR\$3405292
29/08/2025 11:23:18 Bui H

SPECIAL

3405292

SECTION

Act 1925

094 - SR

LODGING PARTY DETAILS

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

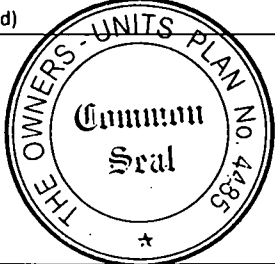
TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2353/90	Coombs	12	2	4485

DETAILS OF RULES BEING REGISTERED

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Adopt Rule 5.0, Rule 6.0 and Rule 7.0	6 August 2025

SUPPORTING DOCUMENTATION


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


CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By:


 Jane Victoria Fennell
 COO – LMM Solutions


 Grace Upton
 Accounts Manager – LMM Solutions

for: Owners of UP4485
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Action /Rules
Data entered by	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	Registration Date	16/09/2025



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)
2353/90	Coombs	12	2		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094 – Special Resolution	5 (Five)

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Owners of UP4485

VOI Sighted X 1 (Filed)
 Change of Name by —
 Authority to Deal Letter
 ASIC Yes
 Category 1
 Signed by HB 16
 Date 29 AUG 2025

Default Rules

UNITS PLAN 4485 - Opus

39 Woodberry Ave, John Gorton Dr, Harold White Cres, Coombs

Schedule 1 – Unit Titles (Management) Regulation 2011

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

1.1 Definitions—Default Rules

(1) In these Rules:

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

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

1.2 Payment of rates and taxes by unit Owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

(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.

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

Examples—permission not unreasonably withheld

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

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

(1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—

(a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

Default Rules

UNITS PLAN 4485 - Opus

39 Woodberry Ave, John Gorton Dr, Harold White Cres, Coombs

- (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

Default Rules

UNITS PLAN 4485 - Opus

39 Woodberry Ave, John Gorton Dr, Harold White Cres, Coombs

1.12 What may an Executive Committee representative do?

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

2.0 Execution of documents by owners corporations (refer UTMA, 9A)

- (1) An owners corporation must execute a document in one of the following ways:
 - (a) if the owners corporation has a common seal – by attaching the seal to the document:
 - (i) as authorised by a resolution of the owners corporation; and
 - (ii) with two (2) executive members witnessing the attaching and signing the document as witnesses;
 - (b) without using a common seal:
 - (i) by two (2) executive members, as authorised by a resolution of the owners corporation, signing the document; or
 - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.
- (2) The manager may affix the common seal of the owners corporation to:
 - (a) reduced quorum meeting notices;
 - (b) rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and

Default Rules

UNITS PLAN 4485 - Opus

39 Woodberry Ave, John Gorton Dr, Harold White Cres, Coombs

- (d) certifications under section 119 of the Act;
- (e) any other document requiring the common seal with the written authorisation of the executive committee;

without following procedure outlined in Alternative Rule 2 (1)(a).

- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2(1)(b).

3.0 Recovery of Legal Fees

- (1) If an owners corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the owners corporation the amount of the legal fees or other costs incurred by the owners corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the owners corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the owners corporation. For the avoidance of doubt, any legal fees or other costs incurred by the owners corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.
- (4) The owners corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a general meeting.

4.0 Parking

No trucks, caravans, boats, or other larger vehicles wider than 2300mm, not including Utes or 4WD vehicles, to be parked within complex.

5.0 Complaints

- (1) If an infringement of these Rules cannot be resolved personally, the resident may report the infringement in writing to the Manager.
- (2) Please note that the Owners Corporation can only take action if the complaint is in writing. The complaint should include the identity of the offender, or their unit number, as well as the time, date and nature of the offence.
- (3) Verbal and/or anonymous complaints cannot be acted upon.
- (4) Incidents that infringe particular laws of the ACT - such as noisy parties or trespassing - should be referred to the ACT Police, especially late at night or where your personal safety is threatened.

6.0 Damage and Vandalism

- (1) A resident and their visitors must not damage any part of the common property.

Default Rules

UNITS PLAN 4485 - Opus

39 Woodberry Ave, John Gorton Dr, Harold White Cres, Coombs

- (2) If damage does occur to common property, the resident or their visitors are not permitted to fix or rectify the damages themselves.
- (3) The occupant who has caused damage is liable to reimburse the Owners Corporation for all expenses that it incurs to rectify the damage.

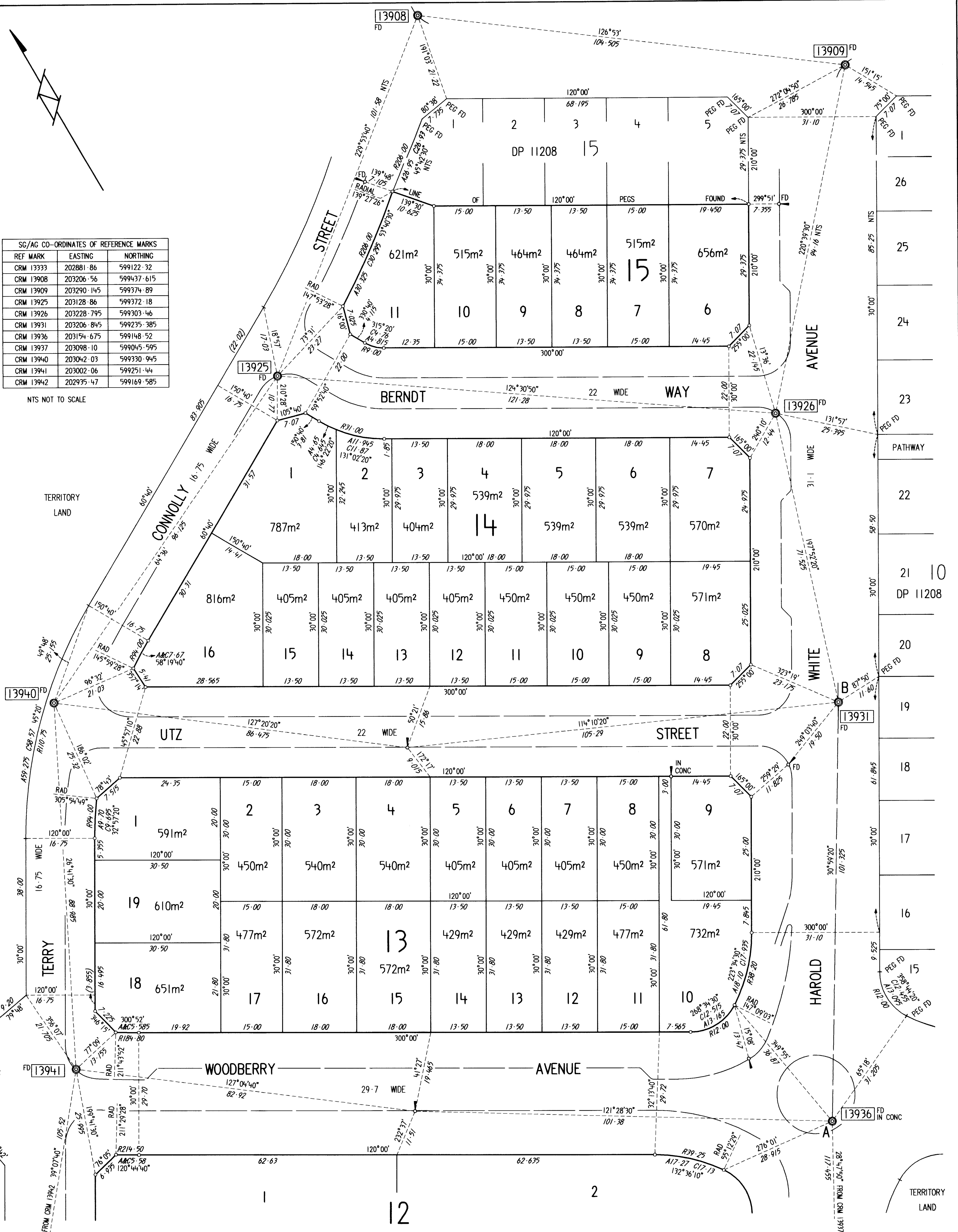
7.0 Common Property

- (1) Residents and their accompanied guests use the facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury, loss of life or loss of property arising from the use of these facilities.
- (2) Vehicles must observe a 10 kph speed limit within the complex.
- (3) An occupant must not throw cigarette butts or ash over the balconies or discard them on any part of the common property.
- (4) It is preferred that residents do not smoke in their courtyard or on their balcony. However, if you choose to smoke, please ensure that the smoke drift does not intrude on the peaceful enjoyment of neighbouring units.
- (5) The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas.

REF MARK	EASTING	NORTHING
CRM 13333	202881.86	599122.32
CRM 13908	203206.56	599437.615
CRM 13909	203290.145	599374.89
CRM 13925	203128.86	599372.18
CRM 13926	203228.795	599303.46
CRM 13931	203206.845	599235.385
CRM 13936	203154.675	599148.52
CRM 13937	203098.10	599045.595
CRM 13940	203042.03	599330.945
CRM 13941	203002.06	599251.44
CRM 13942	202935.47	599169.585

NTS NOT TO SCALE

TERRITORY LAND



SEE SHEET No 2

THIS IS SHEET 1 OF MY PLAN IN 2 SHEETS

- REFERENCE MARKS**
- Denotes CIP in road - 83 radially from T-P
 - CB - 83 T-P
 - PLAQUE IN KERB
 - DEEP-DRIVEN ROD
 - DH&W IN KERB
- (Except as otherwise shown)

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

DAVID PETER CONWAY of MAIL McDONALD BARNESLEY Pty Ltd of PO BOX 54 JAMISON ACT 2614 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 23 JUNE 2014.

(Signature) *David Peter Conway*
 1/7/14 Surveyor, Registered under the Surveyors Act 2007

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

[Signature] 2-7-2014
 Surveyor-General of the ACT

PLAN OF
BLOCKS 1 & 2 SECTION 12, BLKS 1-19 SEC 13,
BLKS 1-16 SEC 14 & BLKS 6-11 SEC 15

DIVISION: COOMBS
DISTRICT: MOLONGLO VALLEY
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500

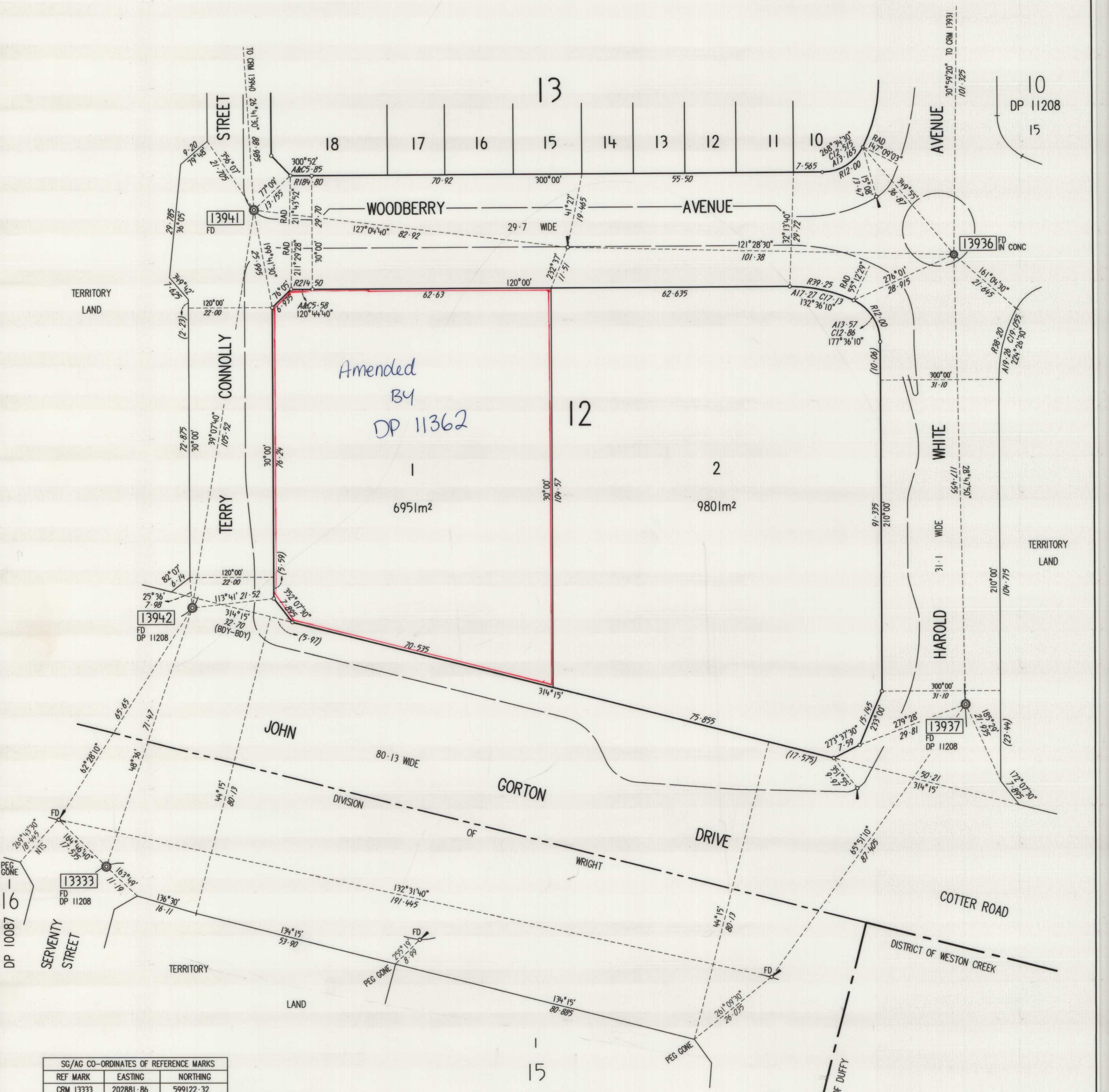
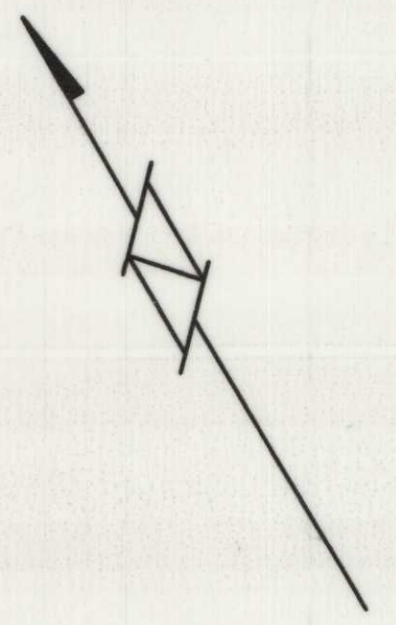
0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the FOURth day of July 2014 at minutes past ten o'clock in the forenoon

Approved *[Signature]*
 Jen Andrew
 Deputy Registrar-General

DEPOSITED PLAN
11223/1

SEE SHEET No 1



Amended
BY
DP 11362

10
DP 11208
15

13937
FD
DP 11208

13941
FD

13942
FD
DP 11208

TERRITORY
LAND

TERRITORY
LAND

DP 10087
16

13333
FD
DP 11208

15
DP 10887

REF MARK	EASTING	NORTHING
CRM 13333	202881.86	599122.32
CRM 13908	203206.56	599437.615
CRM 13909	203290.145	599374.89
CRM 13925	203128.86	599372.18
CRM 13926	203228.795	599303.46
CRM 13931	203206.845	599235.385
CRM 13936	203154.675	599148.52
CRM 13937	203098.10	599045.595
CRM 13940	203042.03	599330.945
CRM 13941	203002.06	599251.44
CRM 13942	202935.47	599169.585

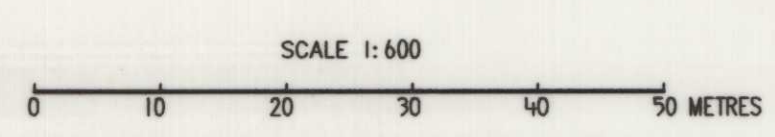
NTS NOT TO SCALE

AMENDED
BY D.P. No. 11362
on 6th January 2010

THIS IS SHEET 2 OF MY PLAN OF 2 SHEETS
DATED 23 JUNE 2014

Paul Peter Conroy
(Signature)
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
11223/2

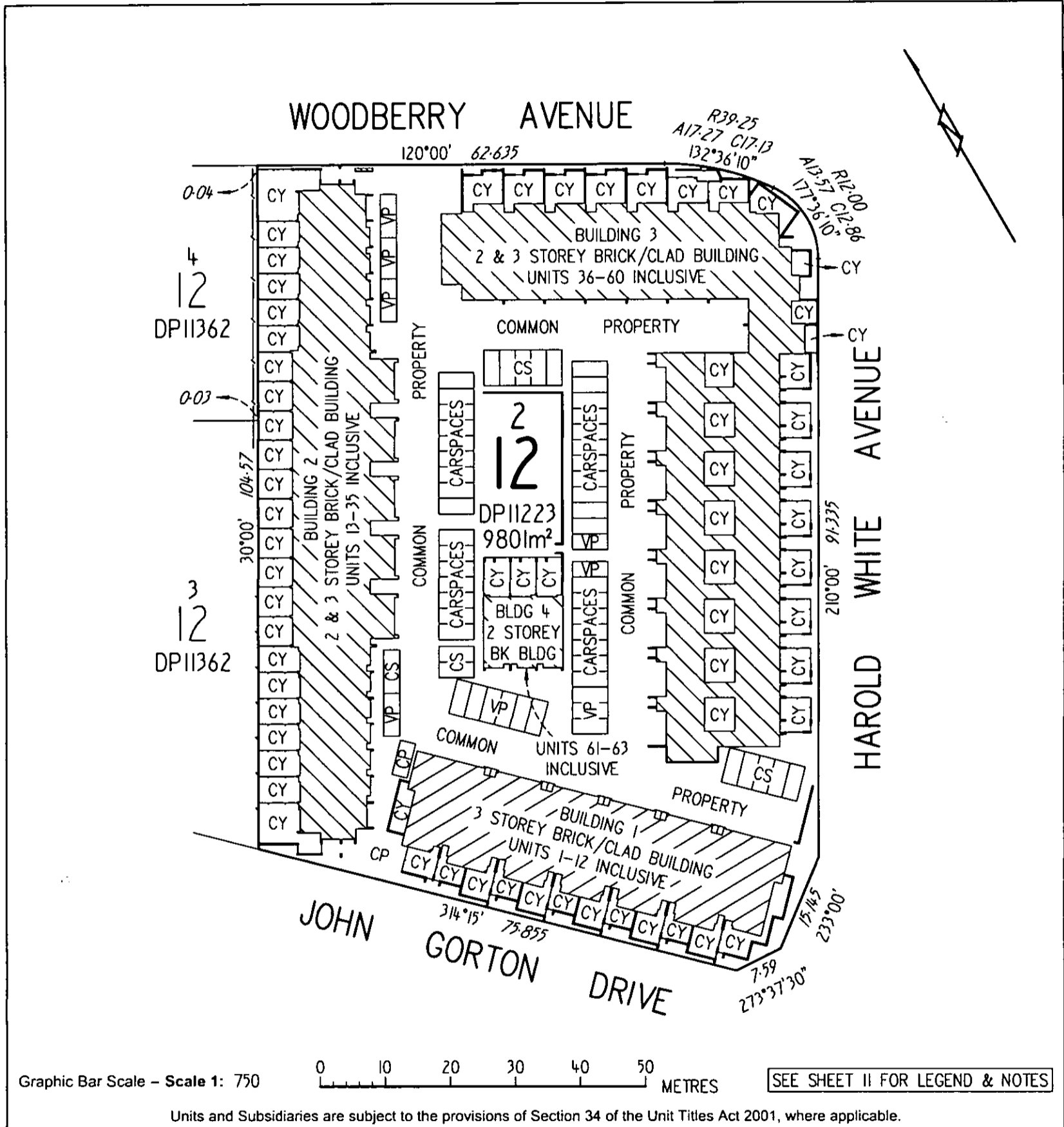


Form 088 - SP

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

SITE PLAN

Division	Section	Block	Class of Units (A or B)	Units Plan No.
COOMBS	12	2	A	4485



Graphic Bar Scale - Scale 1: 750

0 10 20 30 40 50 METRES

SEE SHEET II FOR LEGEND & NOTES

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

Gary James Kelly
Director
3 property group 4 units 3 property group 4 units
Acn 612 200 478 Acn 612 200 478

Jaime Charles Farrell
Director

Registered Proprietor

M. Speer 16/5/18
Registered Surveyor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority



ACT
Government

Justice and Community Safety

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2231:87	COOMBS	12	2	11223	4485

NAME OF MANAGER / OWNERS CORPORATION
Vantage strata

ADDRESS FOR SERVICE OF NOTICE
39 WOODBERRY AVENUE, COOMBS ACT 2611

SURVEYOR'S DECLARATION

I, RICHARD ULRICH SCHNEIDER of CAPITAL SURVEYS, PO Box 7601, SUTTON NSW 2620

A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by ~~me~~ under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 15th MAY 2018
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

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

OR

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

M. Schneider
Signature of Registered Surveyor

17/05/2018

Dated

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

Monica Saad
Monica Saad
Delegate of the Authority / Executive

20/06/2018

Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	<i>R</i>
EXAMINED BY	<i>P</i>	REGISTRATION DATE	26 JUN 2018
DATA ENTERED BY	<i>AR</i>		

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	2	4485

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	227	2	2353	91
2	171	4	2353	92
3	171	4	2353	93
4	171	4	2353	94
5	171	4	2353	95
6	171	4	2353	96
7	171	4	2353	97
8	171	4	2353	98
9	171	4	2353	99
10	171	4	2353	100
11	171	4	2354	1
12	227	3	2354	2
13	157	3	2354	3
14	138	2	2354	4
15	138	2	2354	5
16	138	2	2354	6
17	138	2	2354	7
18	138	2	2354	8
19	138	2	2354	9
20	154	2	2354	10
21	150	2	2354	11
22	150	2	2354	12
23	150	2	2354	13
24	150	2	2354	14
25	150	2	2354	15

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

2353

90

Monica Saad
Gary James Kelly Director
 3 property group 4 Pty LTD
 ACN 612 200 478
Joanne Charles Forstall Director
 3 property group 4 Pty LTD
 ACN 612 200 478
 Signature of Lessee

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

Dated 20th this day of June 2018

Monica Saad
 Delegate of the Authority/Executive

D. Peffer
 Dave Peffer
 Registrar-General



Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
COOMBS	12	2	4485

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	150	2	2354	16
27	150	2	2354	17
28	150	2	2354	18
29	154	2	2354	19
30	140	2	2354	20
31	140	2	2354	21
32	140	2	2354	22
33	140	2	2354	23
34	140	2	2354	24
35	157	3	2354	25
36	185	1	2354	26
37	185	1	2354	27
38	185	1	2354	28
39	185	1	2354	29
40	185	1	2354	30
41	185	1	2354	31
42	185	1	2354	32
43	229	4	2354	33
44	143	2	2354	34
45	175	3	2354	35
46	124	2	2354	36
47	175	3	2354	37
48	124	2	2354	38
49	175	3	2354	39
50	124	2	2354	40
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:	
<i>Simon James Kelly</i> Director 3 property group & Pty LTD ACN 612 200 478			<i>Jaime Charles Sevelly</i> Director 3 property group & Pty LTD ACN 612 200 478	
Signature of Lessee			Volume	Folio
			2353	90
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>20th</u> this day of <u>June</u> 2018 Monica Saad Delegate of the Authority/Executive			 Dave Peffer Registrar-General Deputy Registrar-General	

Form 091 - FP

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

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER					SUBSIDIARIES								Subsidiary Total	
BUILDING	UNIT No.	SHEET No.	FLOOR	STREET No.	ALFRESCO/COURTYARD		CARSPACE		SERVICE COURTYARD		TERRACE			
					Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.		
JOHN GORTON DRIVE	1	12	GROUND	2	1	12							2	
		23	FIRST						2	23				
		33	SECOND											
	2	12	GROUND	4	1	12	3	21	2	12				4
		23	FIRST								4	23		
		33	SECOND											
	3	12	GROUND	6	1	12	3	21	2	12				4
		23	FIRST								4	23		
		33	SECOND											
	4	12	GROUND	8	1	12	3	21	2	12				4
		23	FIRST								4	23		
		33	SECOND											
	5	12	GROUND	10	1	12	3	21	2	12				4
		23	FIRST								4	23		
		33	SECOND											
	6	12	GROUND	12	1	12	3	21	2	12				4
		23	FIRST								4	23		
		33	SECOND											
	7	13	GROUND	14	1	13	3	21	2	13				4
		24	FIRST								4	24		
		34	SECOND											
	8	13	GROUND	16	1	13	3	21	2	13				4
		24	FIRST								4	24		
		34	SECOND											
	9	13	GROUND	18	1	13	3	22	2	13				4
		24	FIRST								4	24		
		34	SECOND											
	10	13	GROUND	20	1	13	3	22	2	13				4
		24	FIRST								4	24		
		34	SECOND											
	11	13	GROUND	22	1	13	3	22	2	13				4
		24	FIRST								4	24		
		34	SECOND											
	12	13	GROUND	24	1,2	13								3
		24	FIRST								3	24		
		34	SECOND											
2	13	14	GROUND	26	1	14	2,3	21					3	
		25	FIRST											
		35	SECOND											

[Handwritten signatures and stamps]
 Registered Proprietor

[Handwritten signature]
 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

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

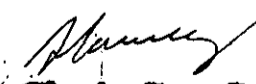
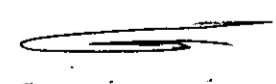

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER					SUBSIDIARIES								Subsidiary Total
BUILDING	UNIT No.	SHEET No.	FLOOR	STREET No.	ALFRESCO/COURTYARD		CARSPACE		SERVICE COURTYARD		TERRACE		
					Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.	
WOODBERRY AVENUE	14	14	GROUND	39	1	14	2	21					2
		25	FIRST										
	15	14	GROUND	39	1	14	2	21					2
		25	FIRST										
	16	14	GROUND	39	1	14	2	21					2
		25	FIRST										
	17	14	GROUND	39	1	14	2	21					2
		25	FIRST										
	18	14	GROUND	39	1	14	2	21					2
		25	FIRST										
	19	14	GROUND	39	1	14	2	21					2
		25	FIRST										
	20	14	GROUND	39	1	14	2	14					2
		25	FIRST										
	21	15	GROUND	39	1	15	2	21					2
		26	FIRST										
	22	15	GROUND	39	1	15	2	22					2
		26	FIRST										
	23	15	GROUND	39	1	15	2	22					2
		26	FIRST										
	24	15	GROUND	39	1	15	2	22					2
		26	FIRST										
	25	15	GROUND	39	1	15	2	22					2
		26	FIRST										
	26	15	GROUND	39	1	15	2	22					2
		26	FIRST										
	27	15	GROUND	39	1	15	2	22					2
		26	FIRST										
	28	15	GROUND	39	1	15	2	22					2
		26	FIRST										
	29	16	GROUND	39	1	16	2	22					2
		27	FIRST										
30	16	GROUND	39	1	16	2	22					2	
	27	FIRST											
31	16	GROUND	39	1	16	2	22					2	
	27	FIRST											
32	16	GROUND	39	1	16	2	22					2	
	27	FIRST											

 James Charles Farrelly Director J Property Group 4 Pty Ltd ACN 612 200 478	 Gary James Kelly Director J Property Group 4 Pty Ltd ACN 612 200 478 Registered Proprietor	 Monica Saad Delegate of the ACT Planning and Land Authority
---	--	--

Form 091 - FP

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

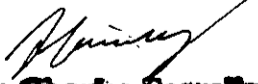

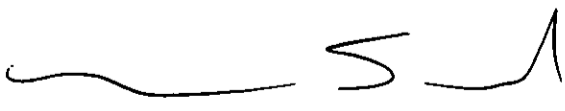
FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

UNIT & SUBSIDIARY INDEX

BUILDING	UNIT IDENTIFIER				SUBSIDIARIES								Subsidiary Total	
	UNIT No.	SHEET No.	FLOOR	STREET No.	ALFRESCO/COURTYARD		CARSPACE		SERVICE COURTYARD		TERRACE			
					Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.		
2	33	16	GROUND	39	1	16	2	22					2	
		27	FIRST											
	34	16	GROUND	39	1	16	2	22					2	
		27	FIRST											
	35	16	GROUND	39	1	16	2,3	22					3	
		27	FIRST											
36		SECOND												
3	36	17	GROUND	37	1	17							1	
		28	FIRST											
	37	17	GROUND	35	1	17							1	
		28	FIRST											
	38	17	GROUND	33	1	17							1	
		28	FIRST											
	39	17	GROUND	31	1	17							1	
		28	FIRST											
	40	17	GROUND	29	1	17							1	
		28	FIRST											
	41	18	GROUND	27	1	18							1	
		29	FIRST											
	42	18	GROUND	25	1	18							1	
		29	FIRST											
	46	19	GROUND	39			1	22				2	30	2
		30	FIRST											
		37	SECOND											
	48	19	GROUND	39			1	22				2	30	2
30		FIRST												
37		SECOND												
50	19	GROUND	39			1	22				2	30	2	
	30	FIRST												
	37	SECOND												
52	19	GROUND	39			1	20				2	30	2	
	30	FIRST												
	37	SECOND												
54	20	GROUND	39			1	20				2	31	2	
	31	FIRST												
	38	SECOND												
56	20	GROUND	39			1	20				2	31	2	
	31	FIRST												
	38	SECOND												

 James Charles Farrelly Director J Property Group 4 Pty Ltd ACN 612 200 478	 Gary James Kelly Director J Property Group 4 Pty Ltd ACN 612 200 478 Registered Proprietor	Monica Saad..... Delegate of the ACT Planning and Land Authority
---	--	--

Form 091 - FP

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

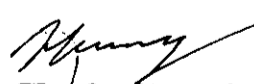

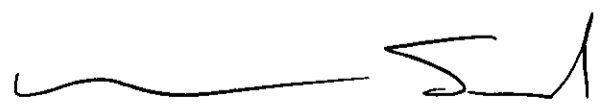
FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER					SUBSIDIARIES								Subsidiary Total
BUILDING	UNIT No.	SHEET No.	FLOOR	STREET No.	ALFRESCO/COURTYARD		CARSPACE		SERVICE COURTYARD		TERRACE		
					Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.	
3 WOODBERRY AVENUE	58	20	GROUND	39			1	20					2
		31	FIRST						2	31			
		38	SECOND										
	60	20	GROUND	39			1	20					2
		31	FIRST						2	31			
		38	SECOND										
3 HAROLD WHITE AVENUE	43	18	GROUND	19	1-3	18	4	22					4
		29	FIRST										
	44	18	GROUND	17	1	18					2	29	2
		29	FIRST										
	45	19	GROUND	15	1-2	19					3	30	3
		30	FIRST										
	47	19	GROUND	13	1-2	19					3	30	3
		30	FIRST										
	49	19	GROUND	11	1-2	19					3	30	3
		30	FIRST										
	51	19	GROUND	9	1-2	19					3	30	3
		30	FIRST										
	53	20	GROUND	7	1-2	20					3	31	3
		31	FIRST										
	55	20	GROUND	5	1-2	20					3	31	3
		31	FIRST										
	57	20	GROUND	3	1-2	20					3	31	3
		31	FIRST										
	59	20	GROUND	1	1-2	20					3	31	3
		31	FIRST										

 Jatin Charles Farrelly Director J Property Group 4 Pty Ltd ACN 612 200 478	 Gary James Kelly Director J Property Group 4 Pty Ltd ACN 612 200 478 Registered Proprietor	 Monica Saad Delegate of the ACT Planning and Land Authority
---	--	--

Form 091 - FP

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

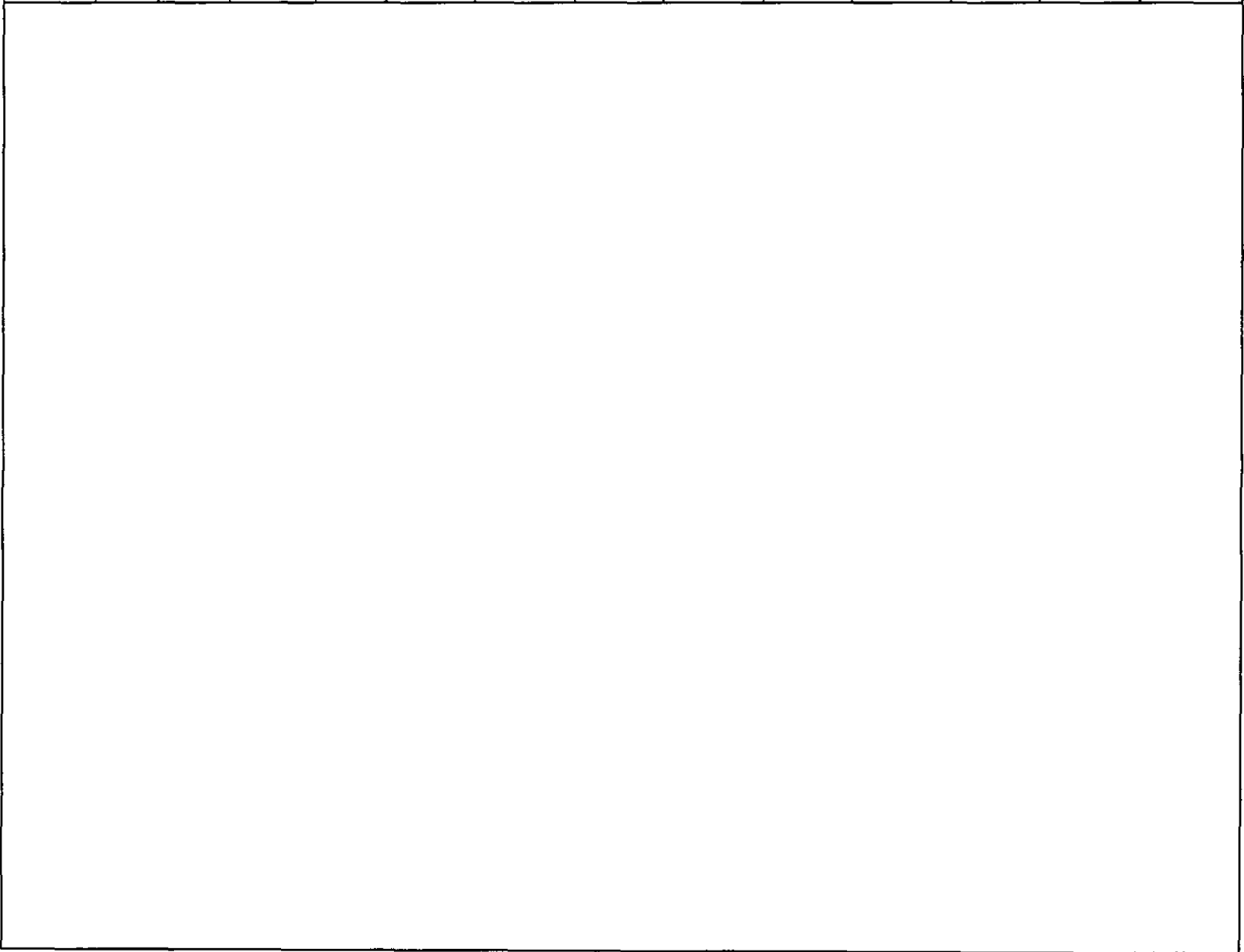
FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER					SUBSIDIARIES								Subsidiary Total
BUILDING	UNIT No.	SHEET No.	FLOOR	STREET No.	ALFRESCO/COURTYARD		CARSPACE		SERVICE COURTYARD		TERRACE		
					Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.	Sub No.	Sheet No.	
WOODBERRY AVENUE	61	21	GROUND	39	1	21	2	22					2
		32	FIRST										
	62	21	GROUND	39	1	21	2	22					2
		32	FIRST										
	63	21	GROUND	39	1	21	2	22					2
		32	FIRST										



James Charles Ferrally
James Charles Ferrally
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

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

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485


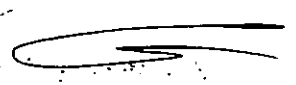

FLOOR NUMBER	
---------------------	--

LEGEND

- BW - DENOTES BRICK/RENDERED BRICK WALL
- C - DENOTES STEEL CARPORT COLUMN
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CAR SPACE 2.40 x 5.40 METRES (12m²) UNLESS SHOWN OTHERWISE
- CY - DENOTES COURTYARD
- MC - DENOTES MOTORCYCLE PARKING WHICH IS COMMON PROPERTY
- SC - DENOTES SERVICE COURTYARD
- ST - DENOTES STAIRS
- TCE - DENOTES TERRACE
- V - DENOTES VOID
- VP - DENOTES VISITOR PARKING WHICH IS COMMON PROPERTY
- * - DENOTES SUBSIDIARY BOUNDARY ALONG EDGE OF CONCRETE PAVEMENT
- # - DENOTES UNIT SUBSIDIARY PARTLY LIMITED IN HEIGHT TO THE UNDERSIDE OF THE CARPORT STRUCTURE ABOVE
- Ⓛ - DENOTES COMMON PROPERTY PARTLY LIMITED IN HEIGHT TO THE UNDERSIDE OF THE STRUCTURE ABOVE

NOTES:

- * ALL UNITS AND UNIT SUBSIDIARIES LIE WITHIN BLOCK 2 SECTION 12.
- * COURTYARD & ALFRESCO SUBSIDIARIES ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT.
- * UNIT SUBSIDIARIES MAY CONTAIN SERVICES WHICH ARE THE PROPERTY OF THE OWNERS CORPORATION OR OTHER UNIT OWNERS.
- * UNIT & UNIT SUBSIDIARY AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALLS, UNLESS NOTED OTHERWISE.
- * THE POSITION OF THE WALL CENTRELINES HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE UNIT AREA.
- * ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY.
- * AREAS ARE SHOWN FOR THE PURPOSES OF THE UNIT PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
- * UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE.

 James Charles Farrelly Director J Property Group 4 Pty Ltd ACN 612 200 478	 Gary James Kelly Director J Property Group 4 Pty Ltd ACN 612 200 478 Registered Proprietor
 Monica Saad Delegate of the ACT Planning and Land Authority	

Form 091 - FP

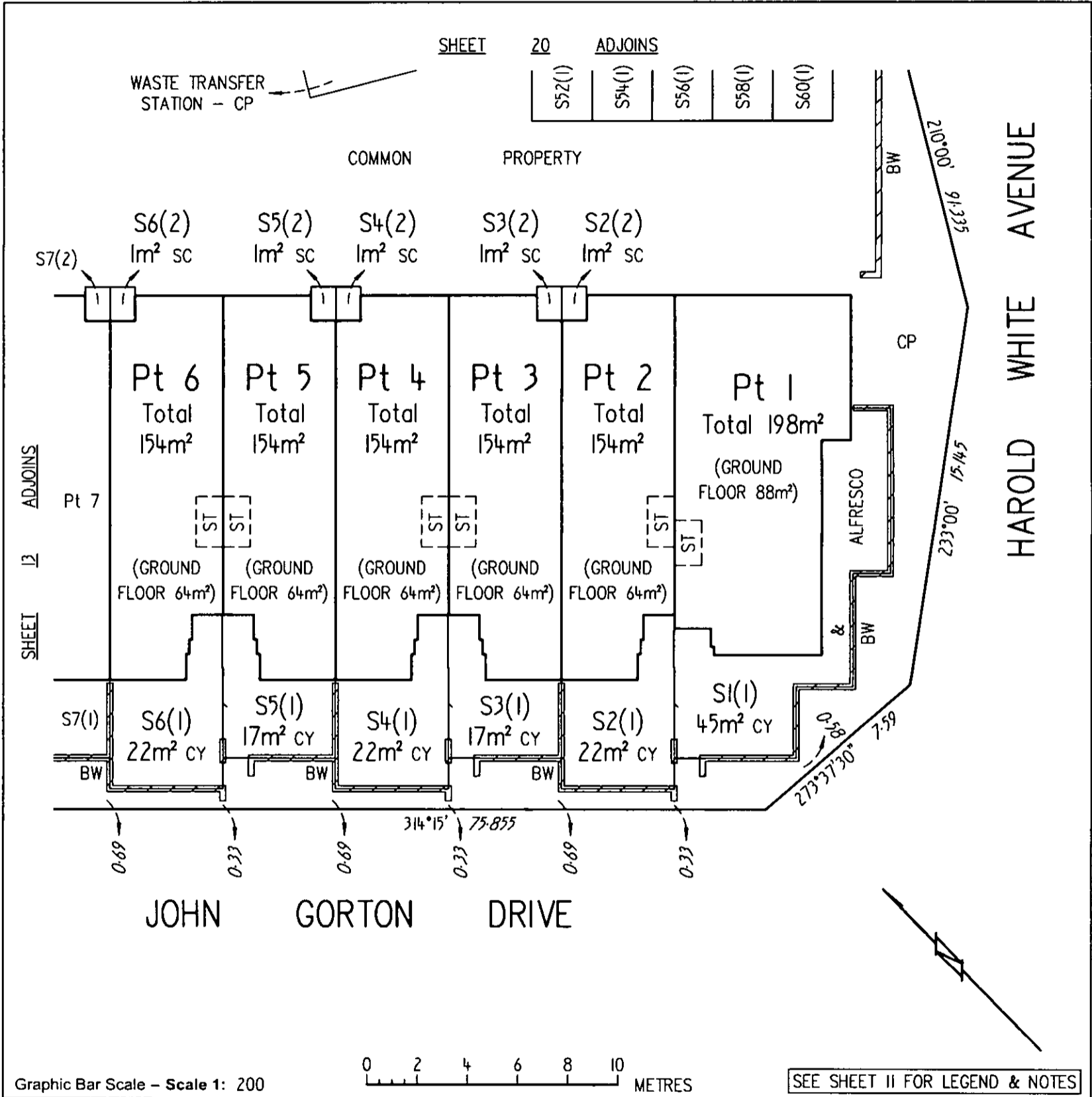
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



John Charles Parrelly
John Charles Parrelly
Director
J Property Group Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
J Property Group Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

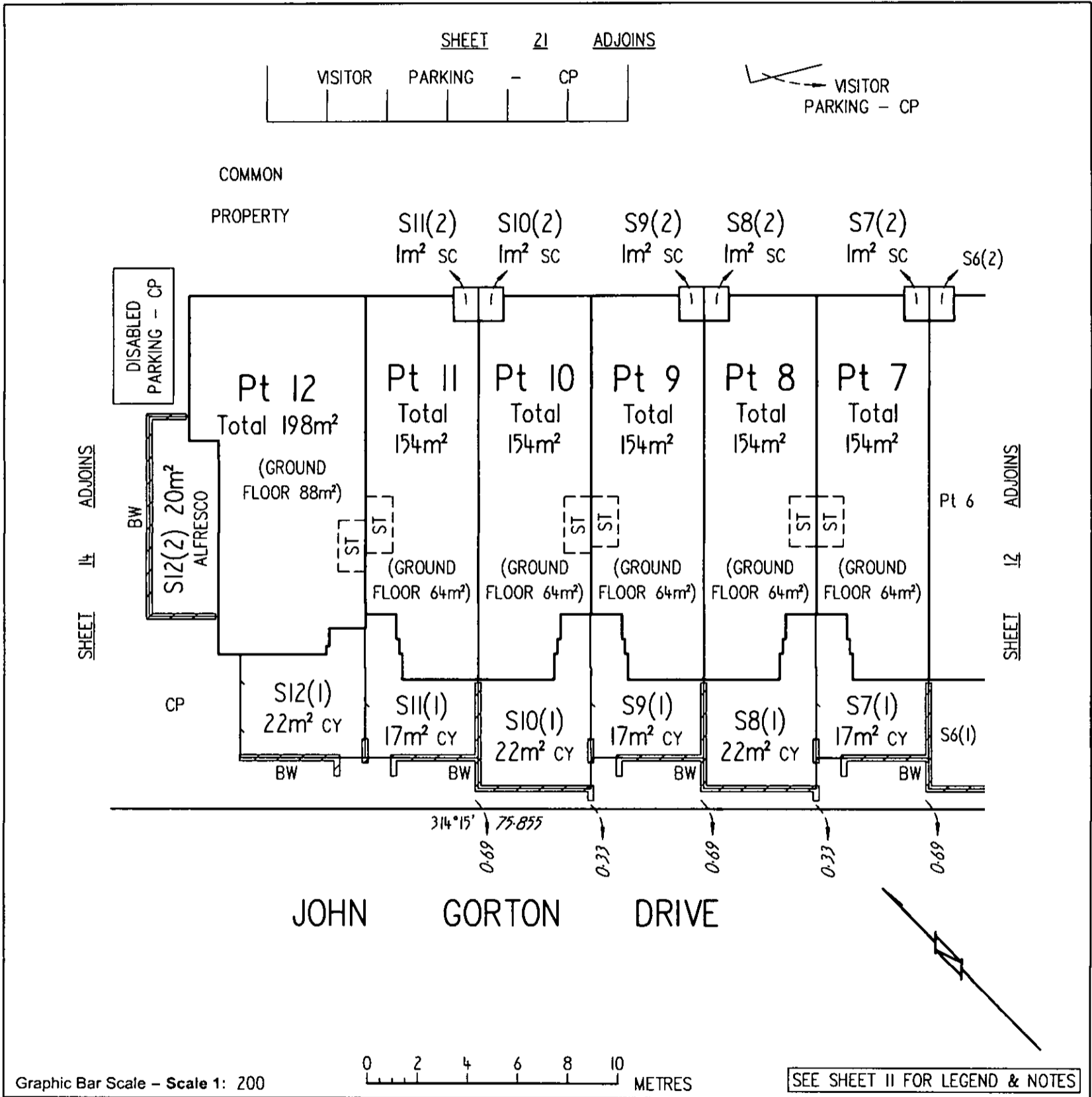
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



John Charles Farnell
John Charles Farnell
Director
J Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
J Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

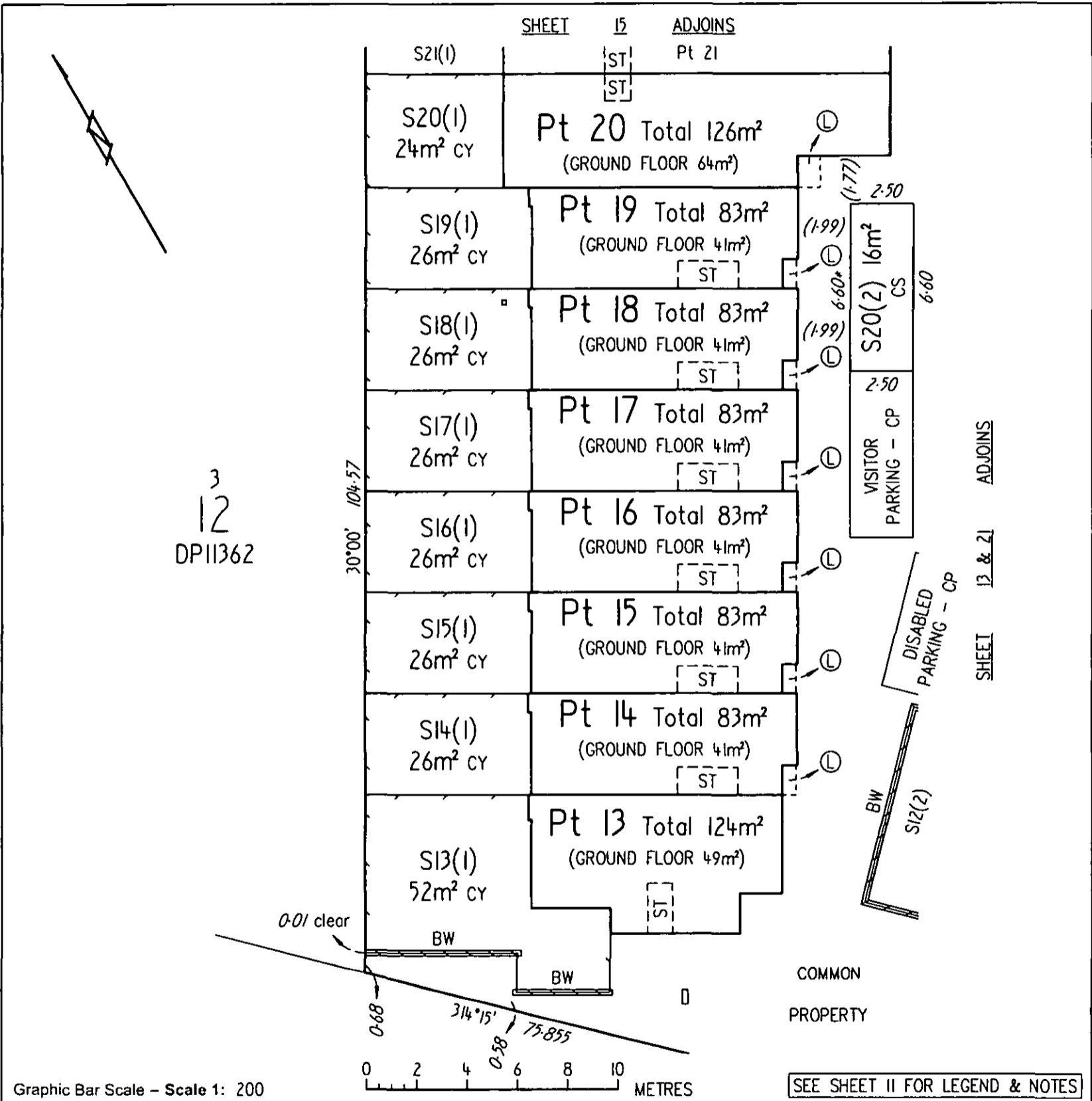
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



Jaime Charles Farrelly Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

[Handwritten signature]

Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

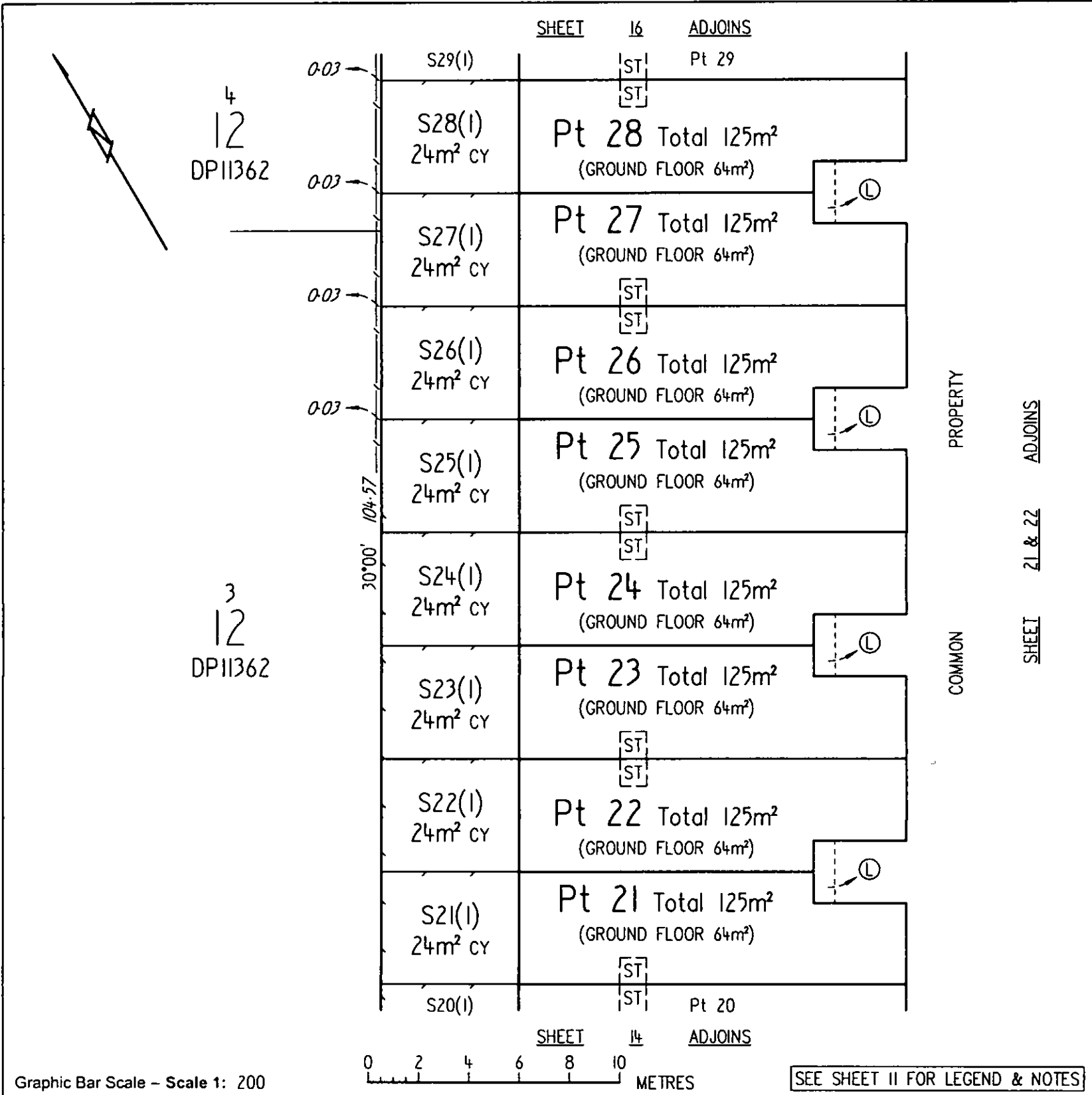
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



Graphic Bar Scale - Scale 1: 200

SEE SHEET II FOR LEGEND & NOTES

[Signature]
James Charles Farnley Director
J Property Group 4 Pty Ltd
ACN 612 200 478

[Signature]
Gary James Kelly Director
J Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

[Signature]
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

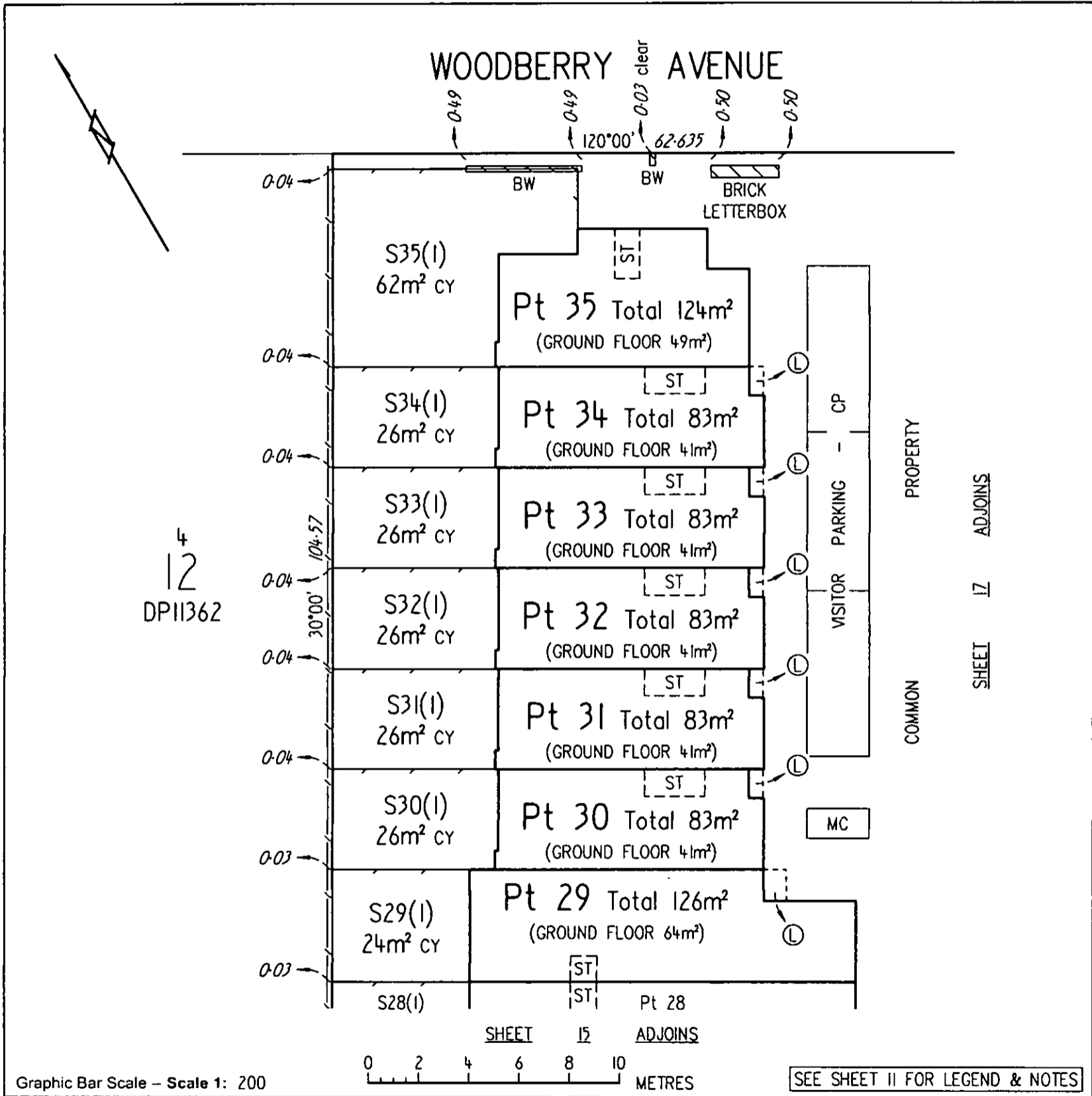
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



Jaime Charles Farrelly Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad

Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

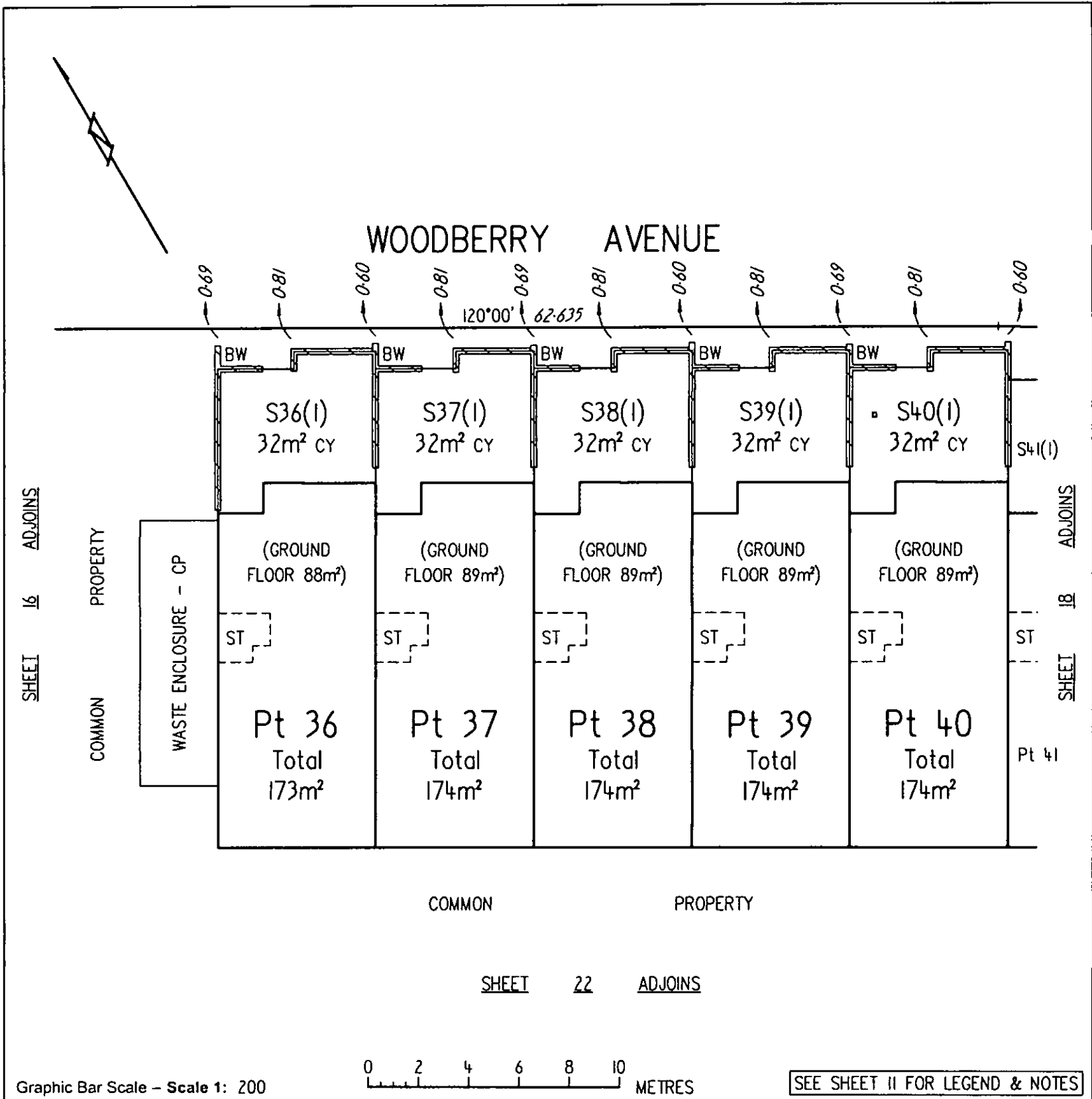
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



James Charles Furelly
James Charles Furelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

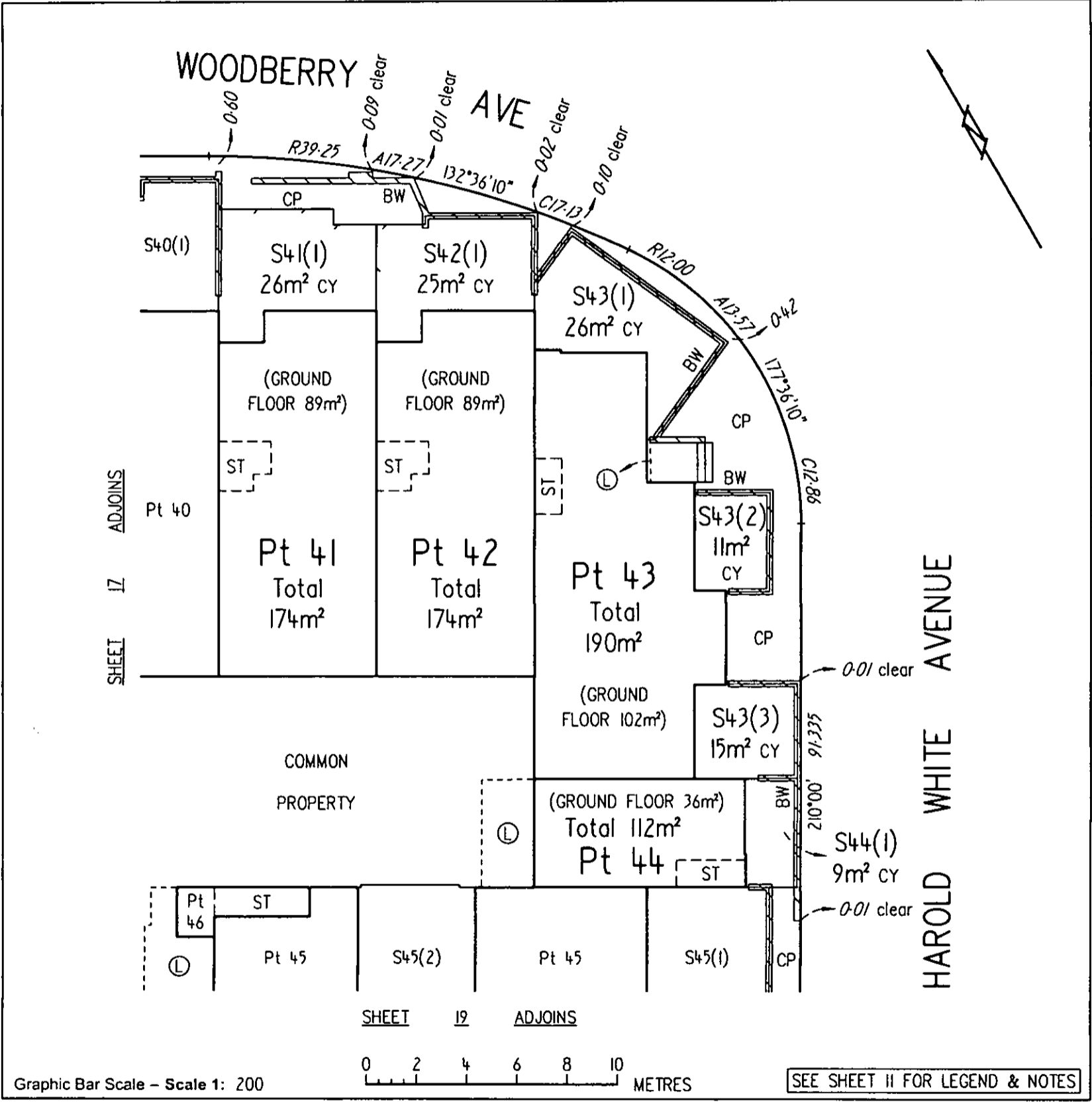
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



John Charles Farrelly
John Charles Farrelly
Director
J Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
J Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

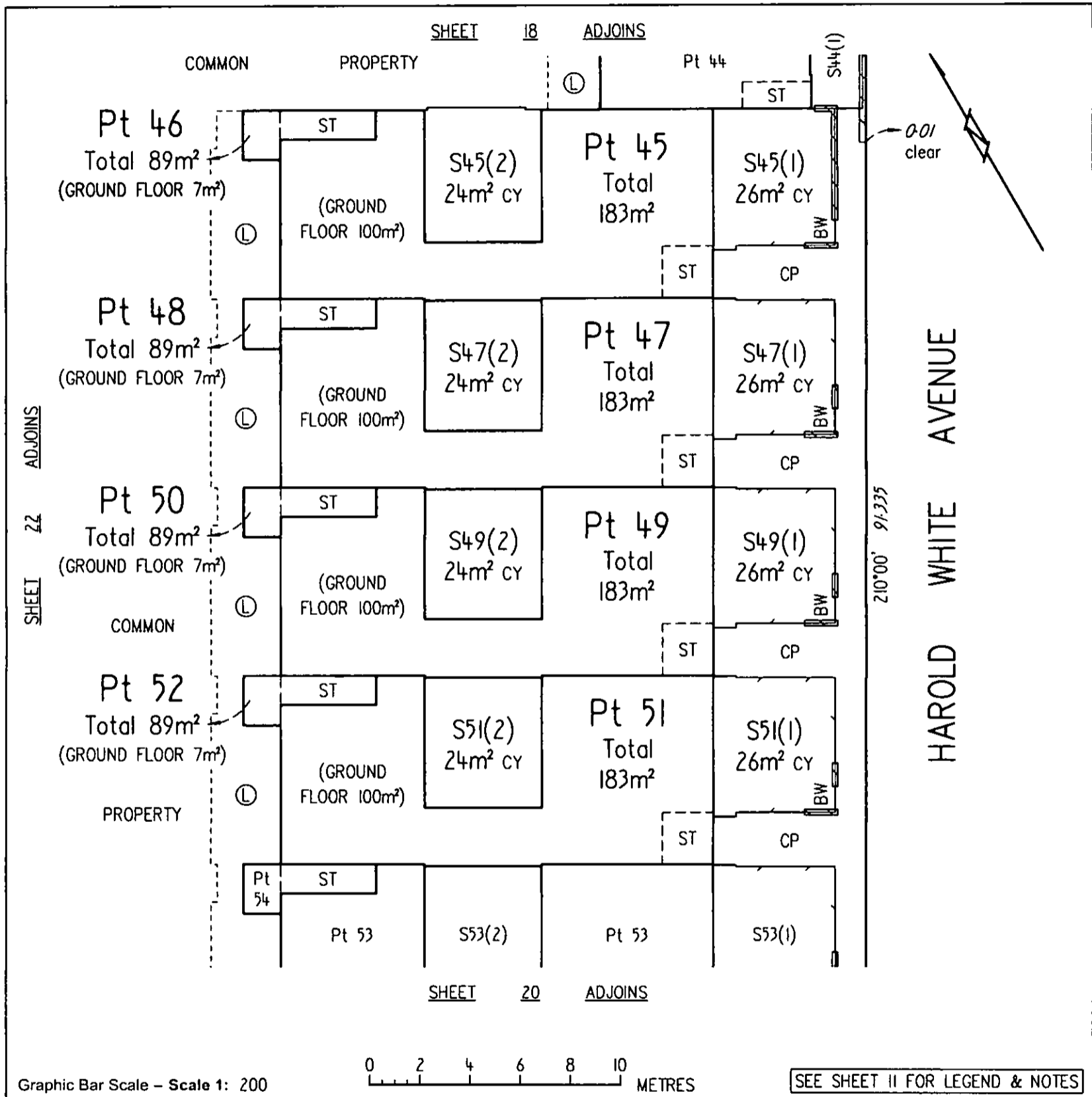
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



<p><i>[Signature]</i> John Charles Farrelly Director J Property Group 4 Pty Ltd ACN 612 200 478</p>	<p><i>[Signature]</i> Gary James Kelly Director J Property Group 4 Pty Ltd ACN 612 200 478 Registered Proprietor</p>	<p><i>[Signature]</i> Monica Saad Delegate of the ACT Planning and Land Authority</p>
--	---	---

Form 091 - FP

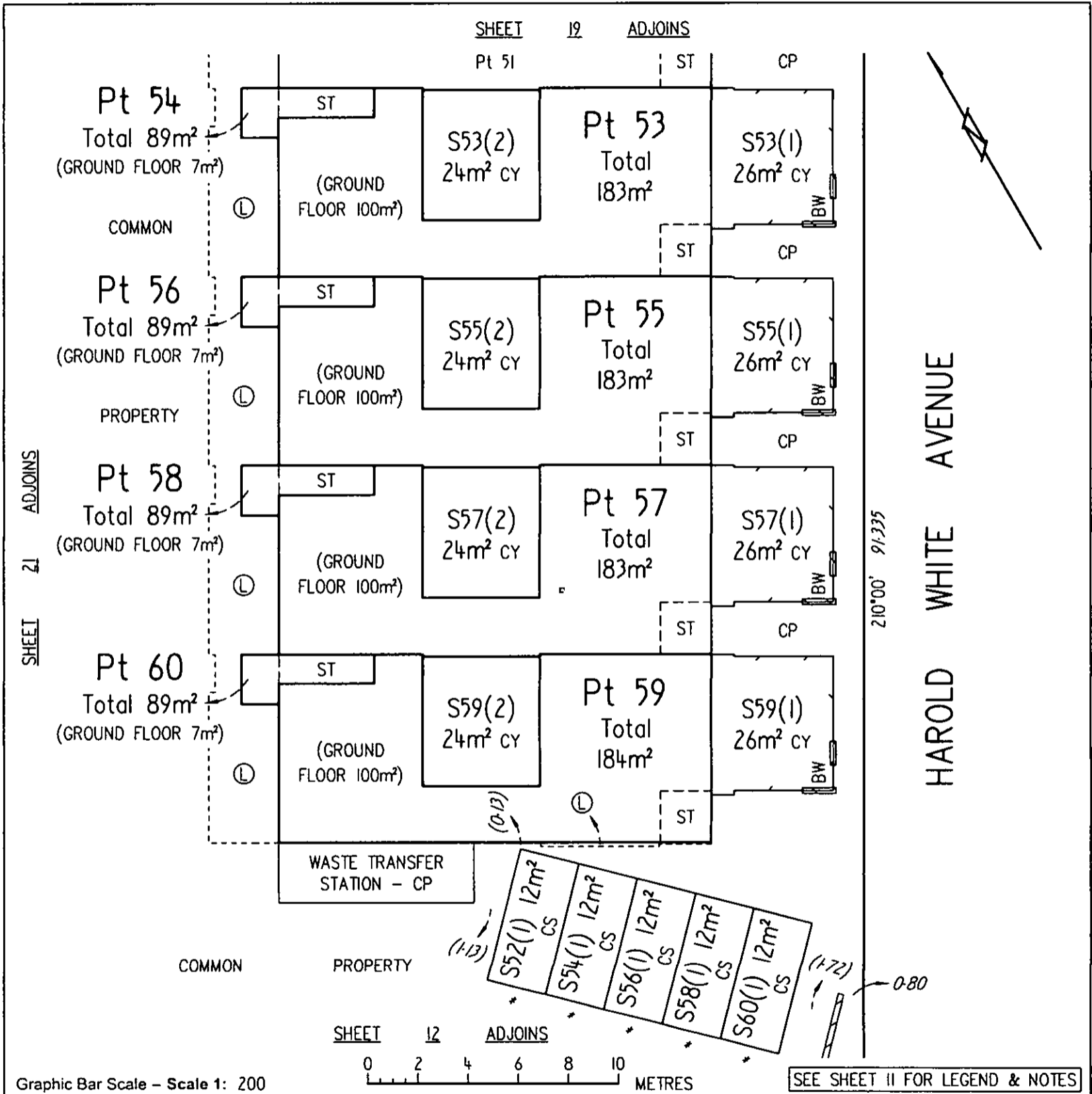
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



[Signature]
Jaime Charles Farrelly Director
3 Property Group 4 Pty Ltd
ACN 612 200 428

[Signature]
Gary James Kelly Director
3 Property Group 4 Pty Ltd
ACN 612 200 428
Registered Proprietor

[Signature]
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

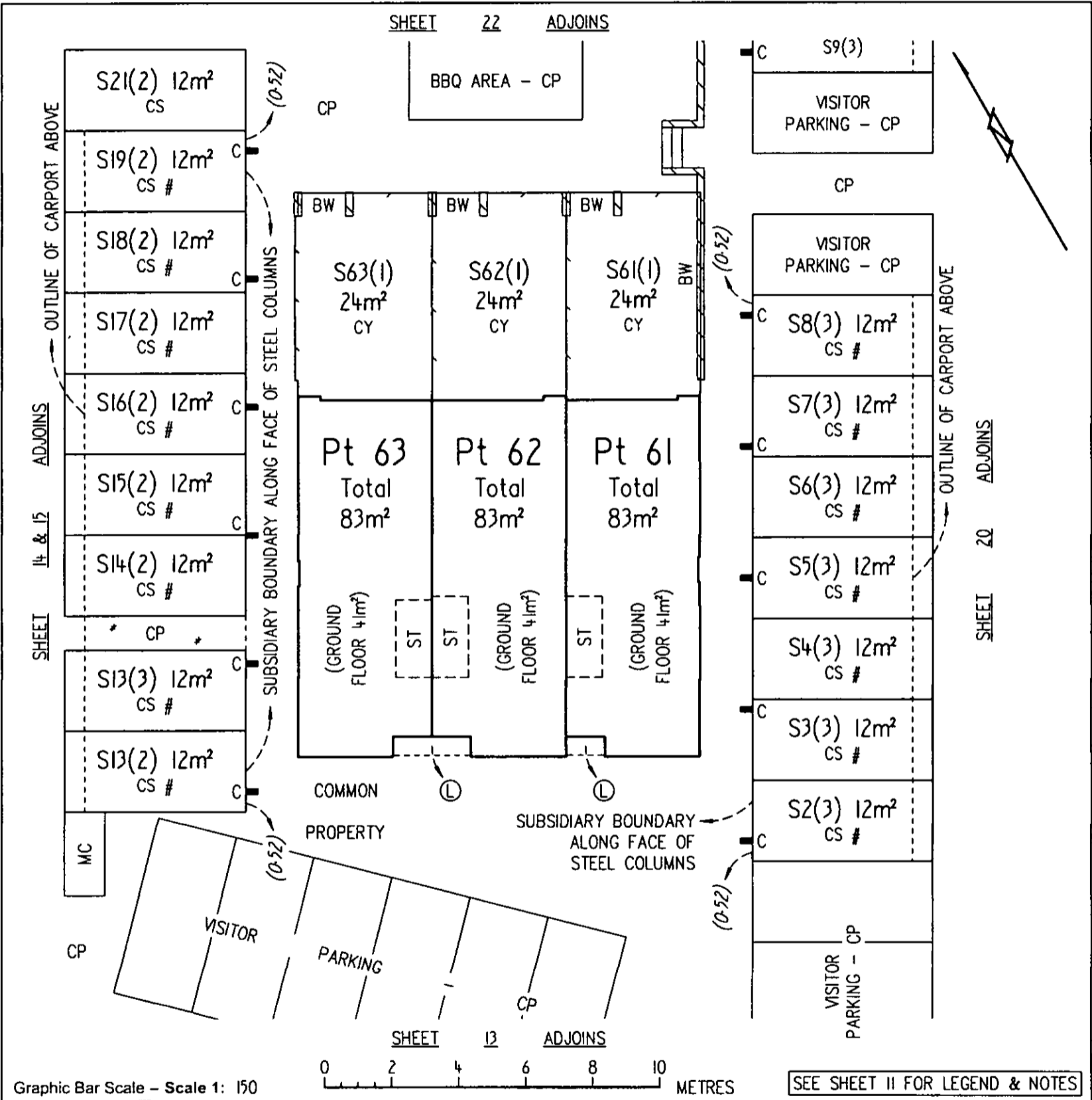
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

FLOOR NUMBER	GROUND



Jaime Charles Farrelly
Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

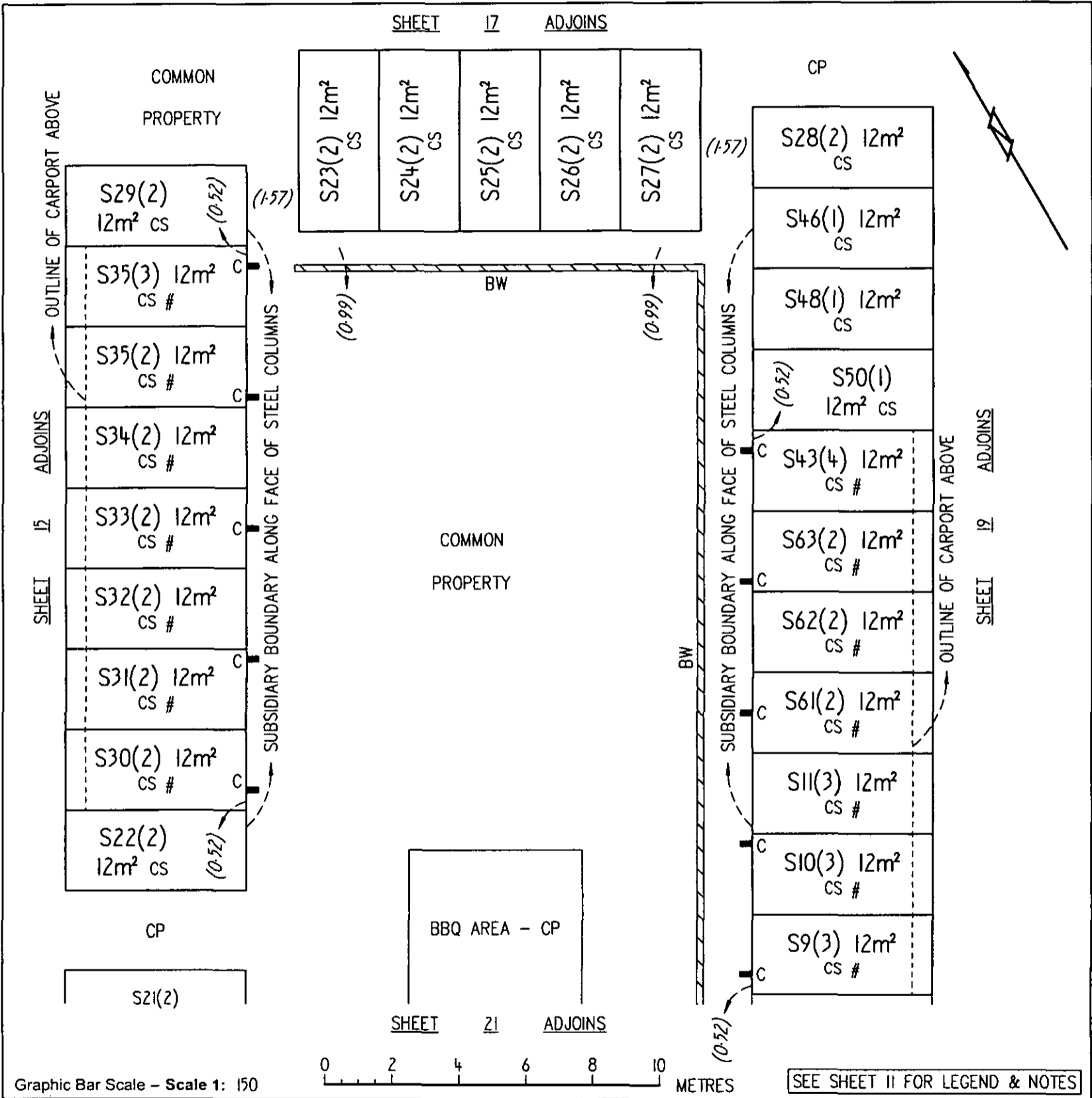
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



Graphic Bar Scale - Scale 1: 150

SEE SHEET 11 FOR LEGEND & NOTES

[Signature]
Jaime Charles Farrelly Director
J Property Group 4 Pty Ltd
ACN 612 200 478

[Signature]
Gary James Kelly Director
J Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

[Signature]
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

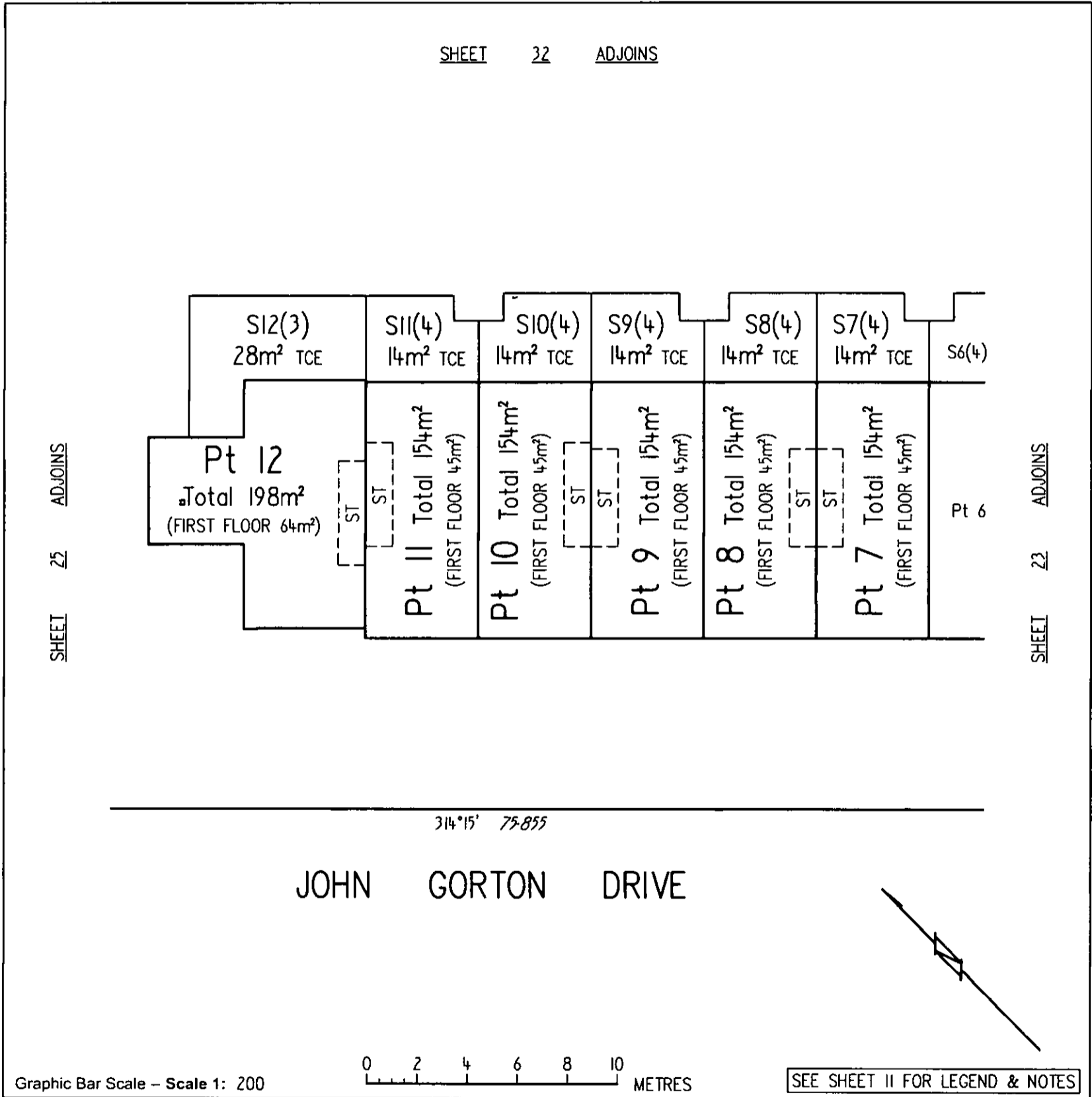
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



 Jaime Charles Farrelly Director J Property Group 4 Pty Ltd ACN 612 200 478	 Gary James Kelly Director J Property Group 4 Pty Ltd ACN 612 200 478 Registered Proprietor
---	--

Monica Saad
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

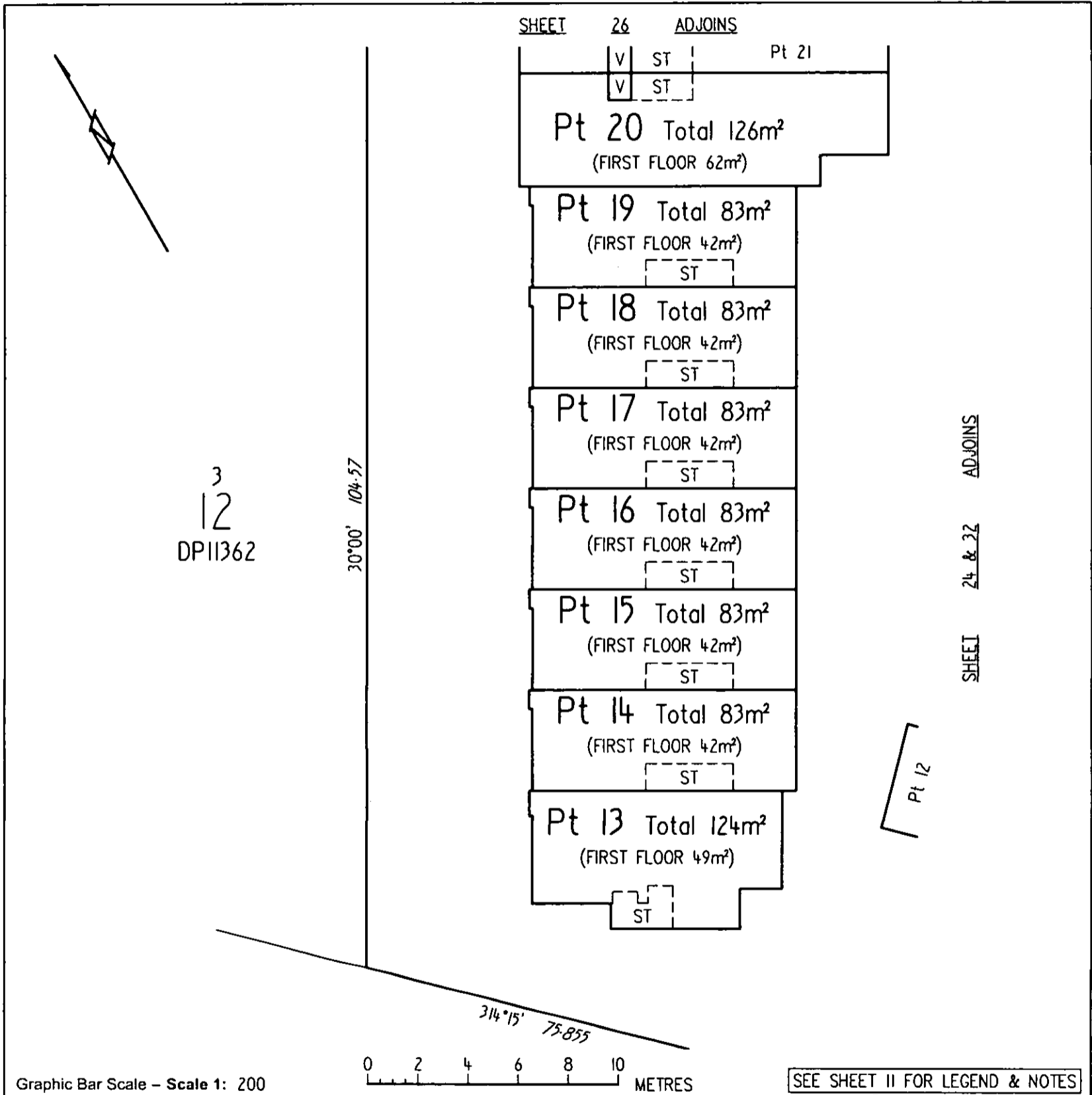
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

FLOOR NUMBER
FIRST



Jaime Charles Farrelly
Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

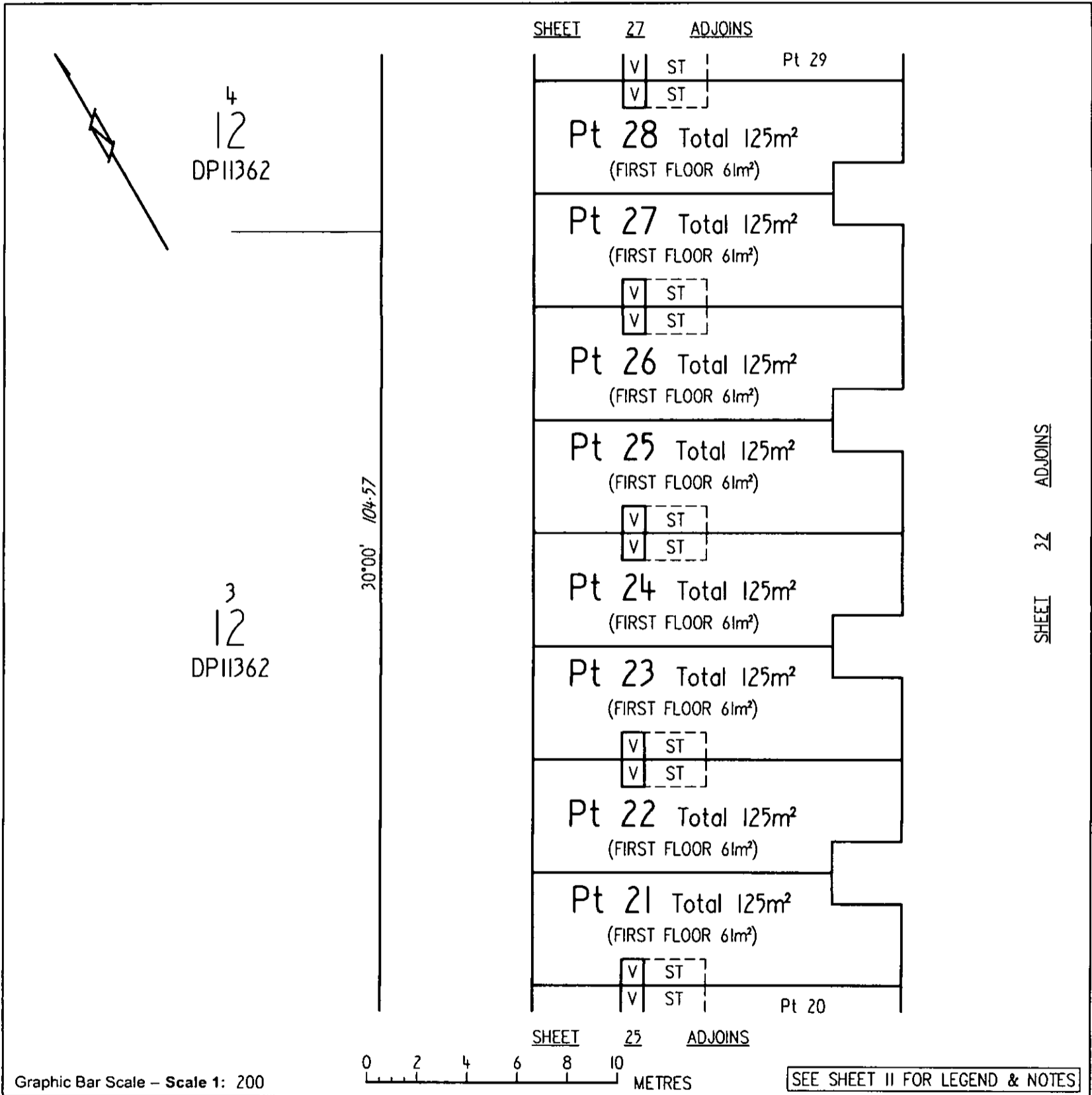
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



[Signature]
James Charles Farrelly
 Director
 J Property Group 4 Pty Ltd
 ACN 612 200 478

[Signature]
Gary James Kelly
 Director
 J Property Group 4 Pty Ltd
 ACN 612 200 478
 Registered Proprietor

[Signature]
 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

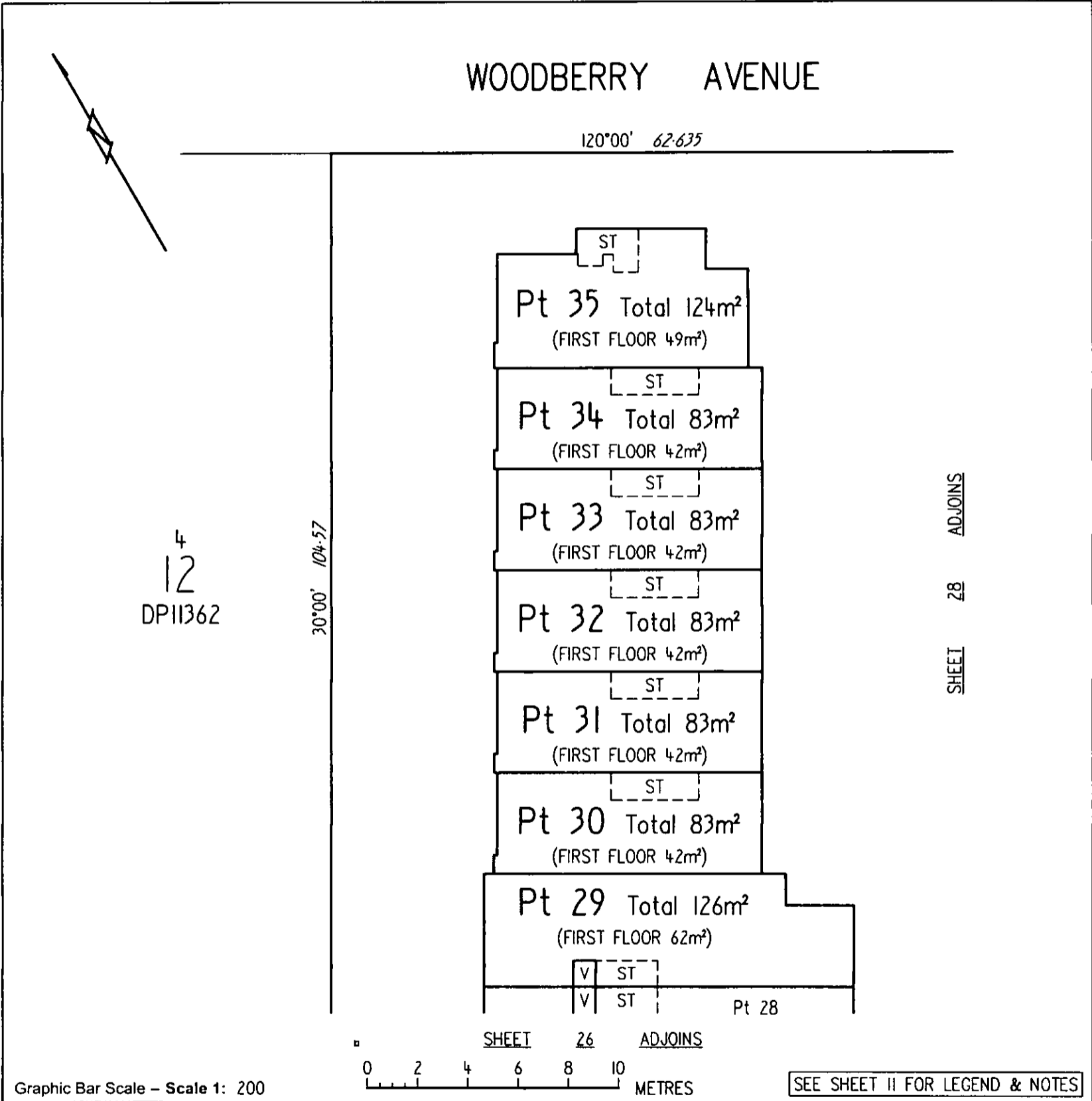
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



Jaime Charles Farrelly
Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 4278

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 4278
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

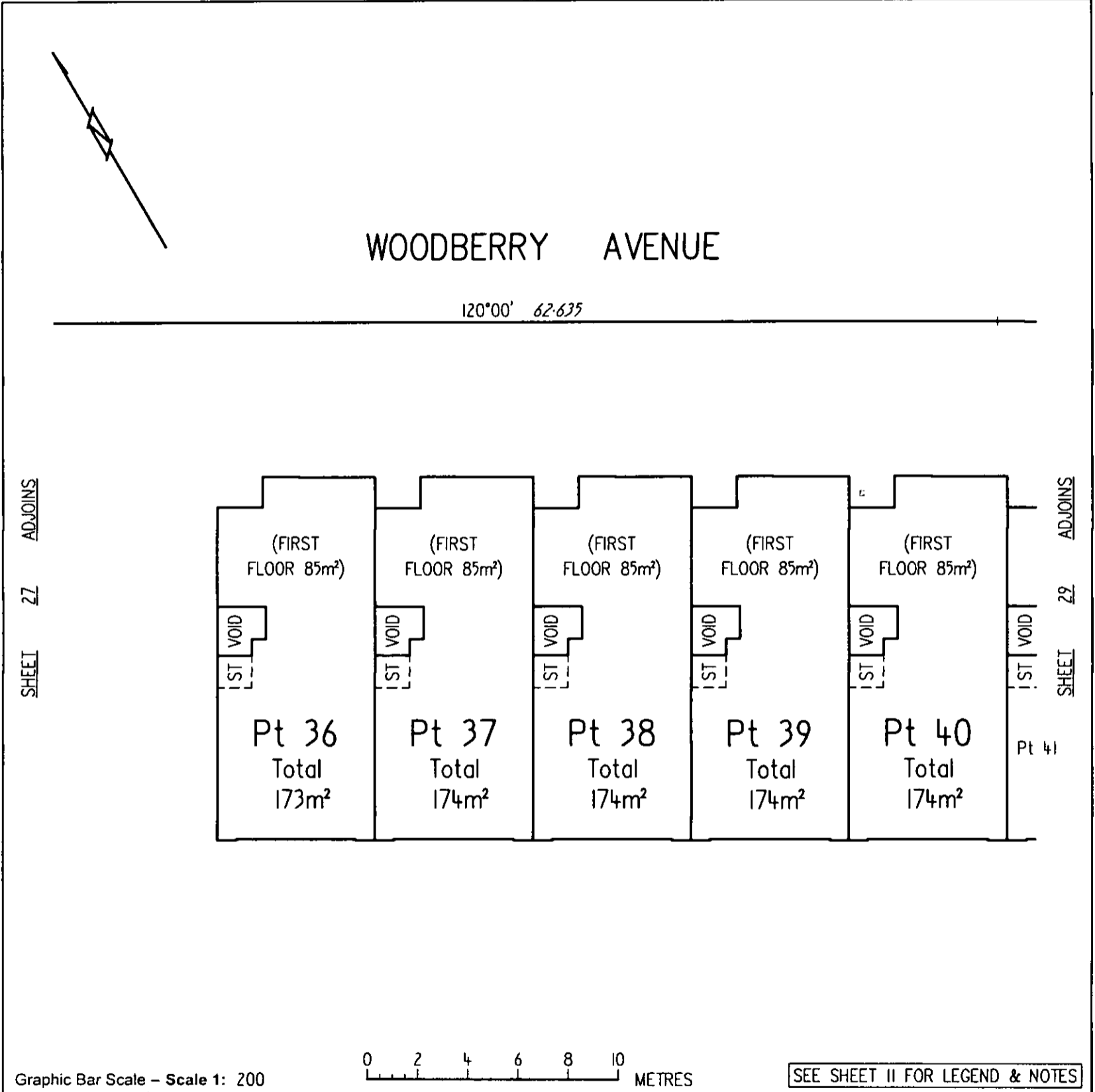
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



Jaime Charles Farrelly
Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

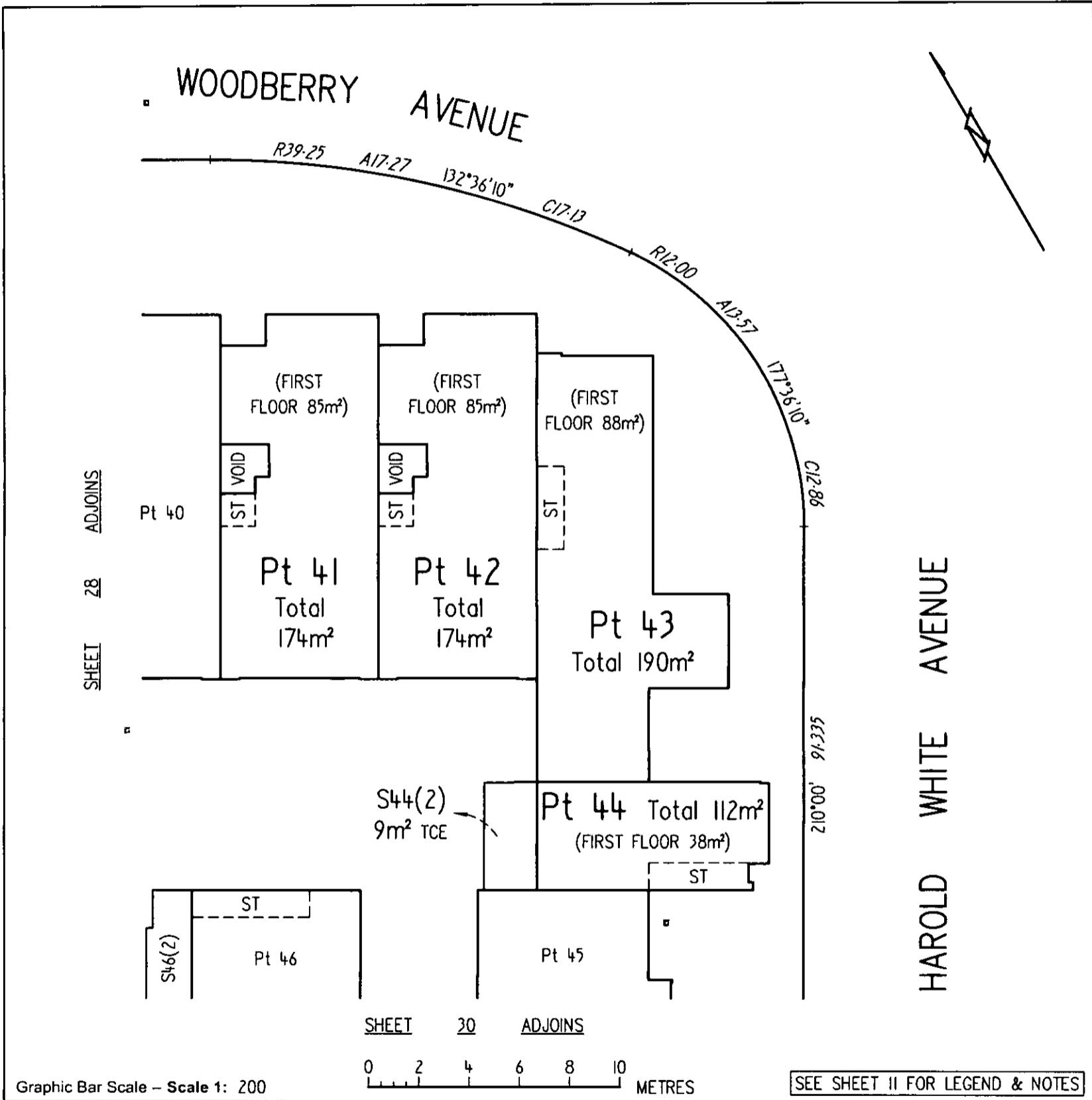
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

FLOOR NUMBER
FIRST



Jayne Charles Farrelly
Jayne Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 428
Registered Proprietor

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 428
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

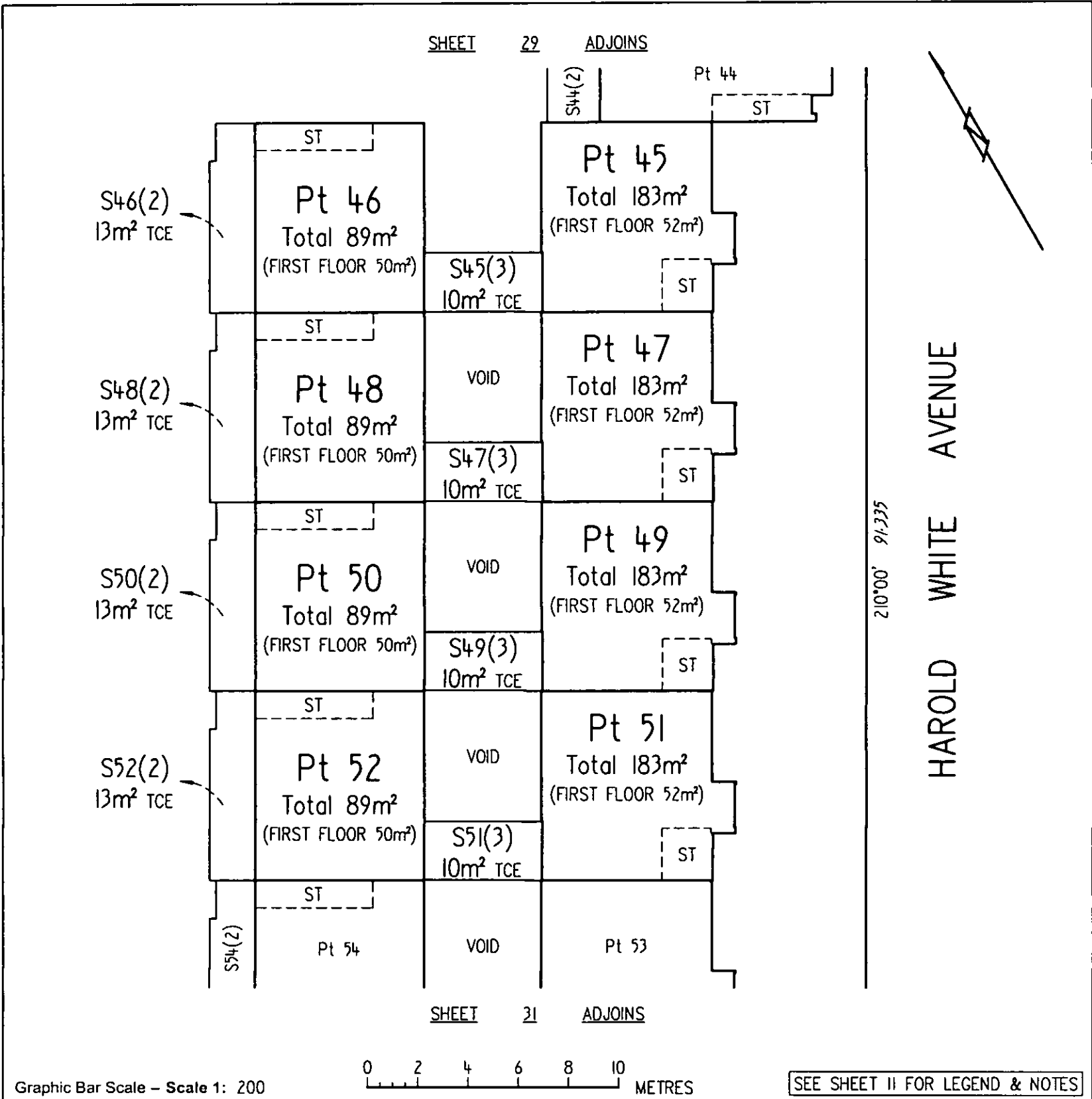
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

FLOOR NUMBER
FIRST



John Charles Farrelly
John Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

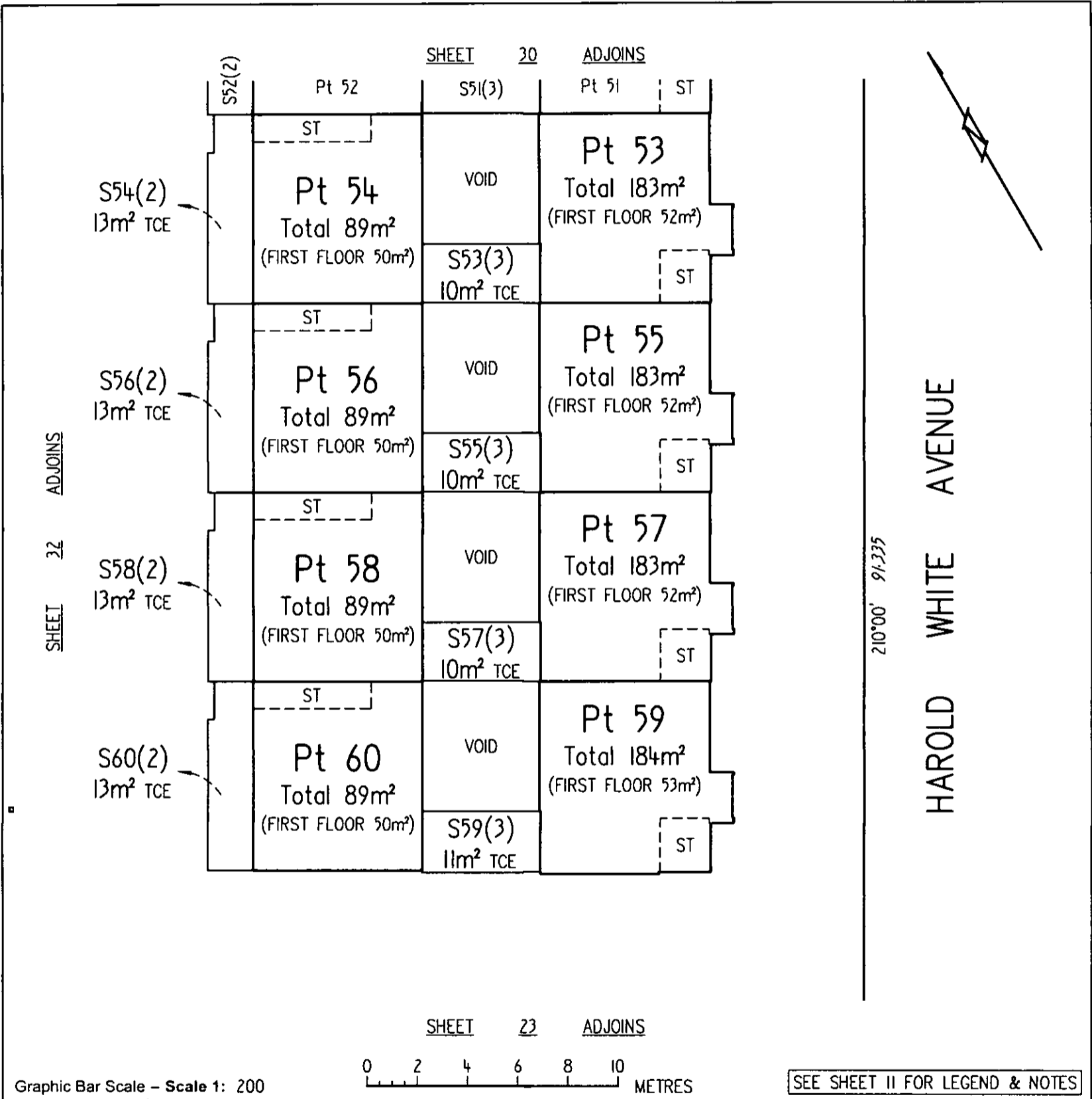
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

FLOOR NUMBER
FIRST



Jaline Charles Farrelly
Jaline Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

Form 091 - FP

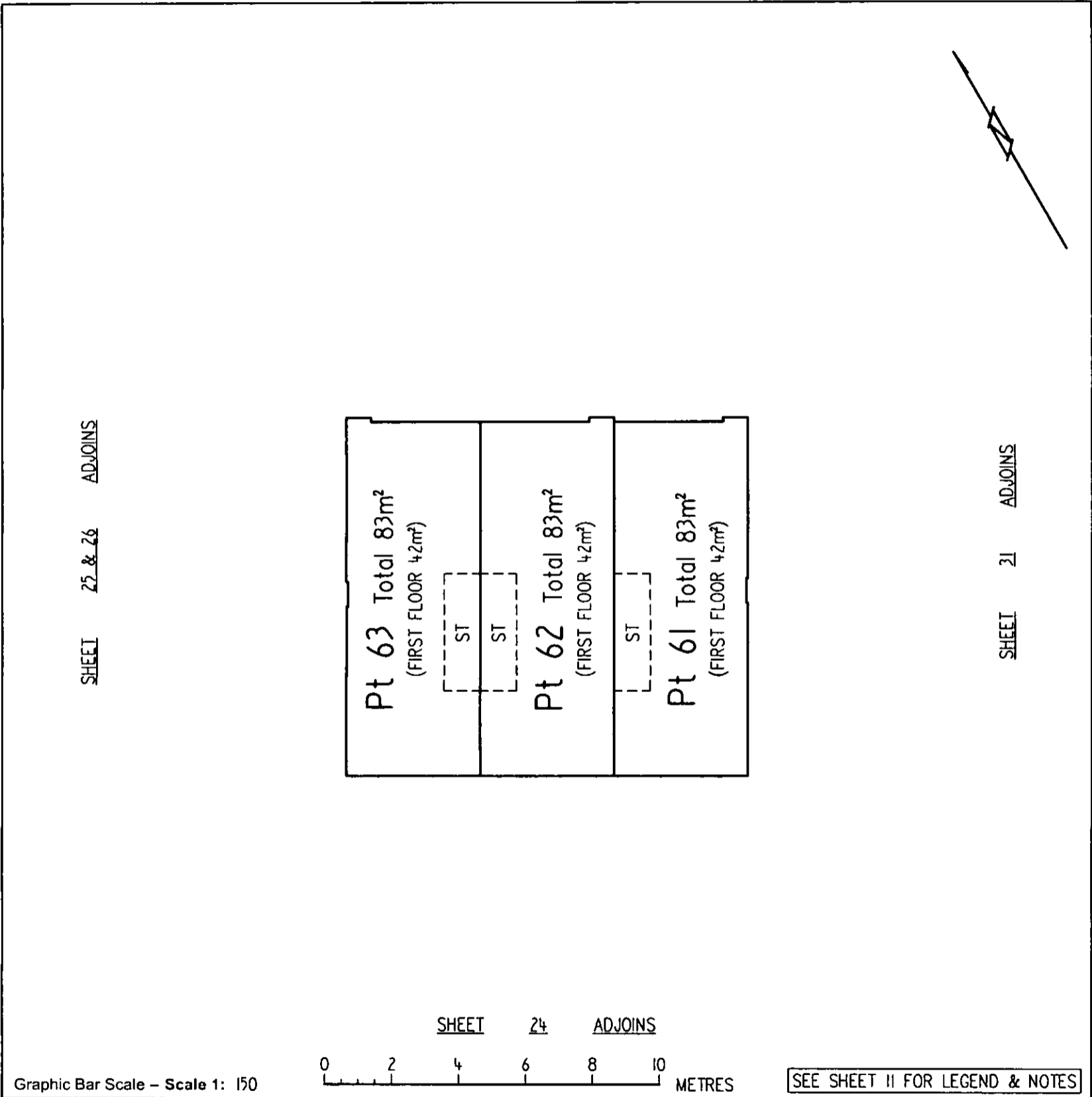
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



[Signature]
Jaime Charles Farrelly **Gary James Kelly**
 Director Director
J Property Group 4 Pty Ltd **J Property Group 4 Pty Ltd**
 ACN 612 200 678 ACN 612 200 678
 Registered Proprietor

[Signature]
 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

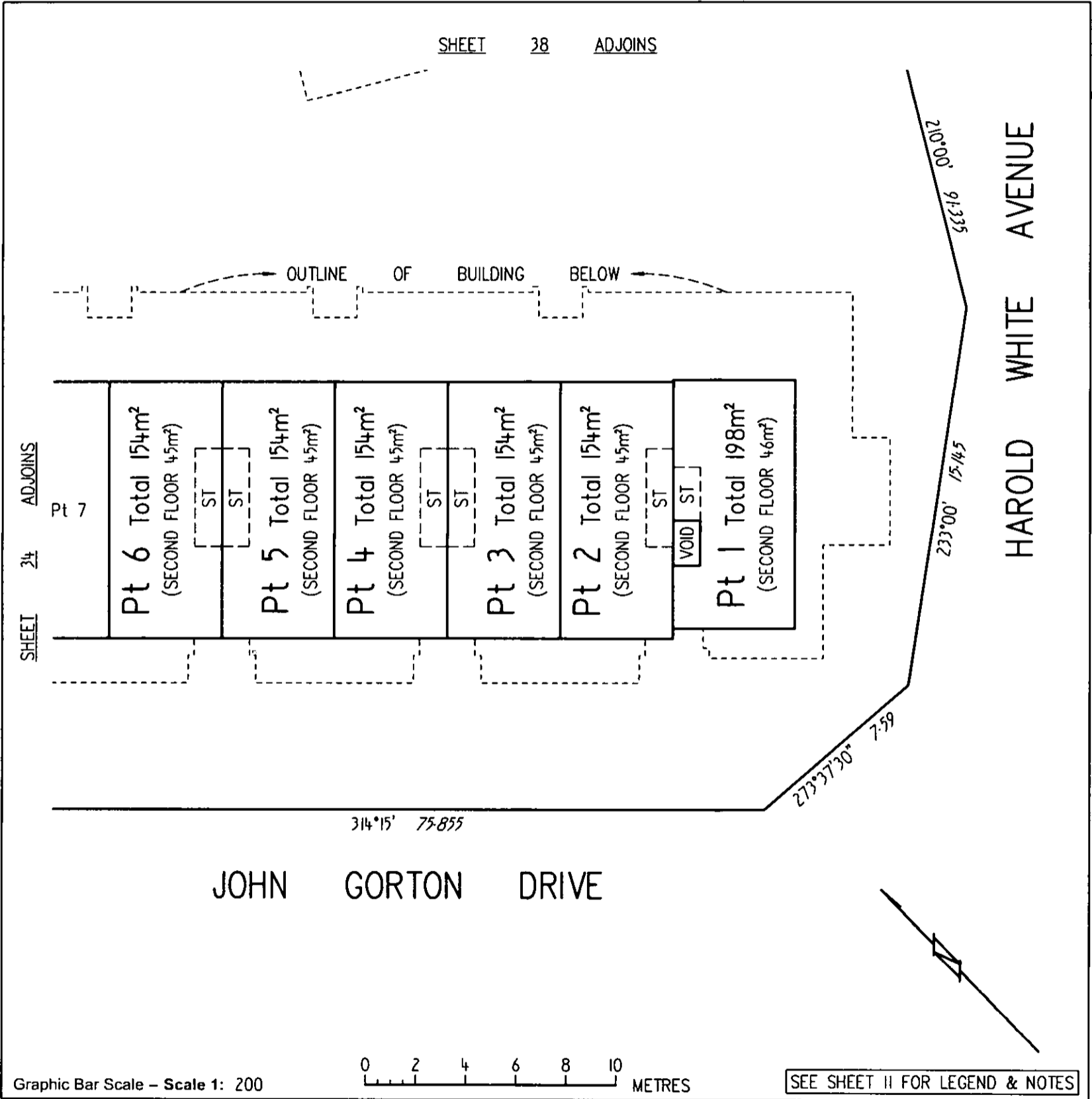
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



James Charles Farrelly
James Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 428

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 428
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

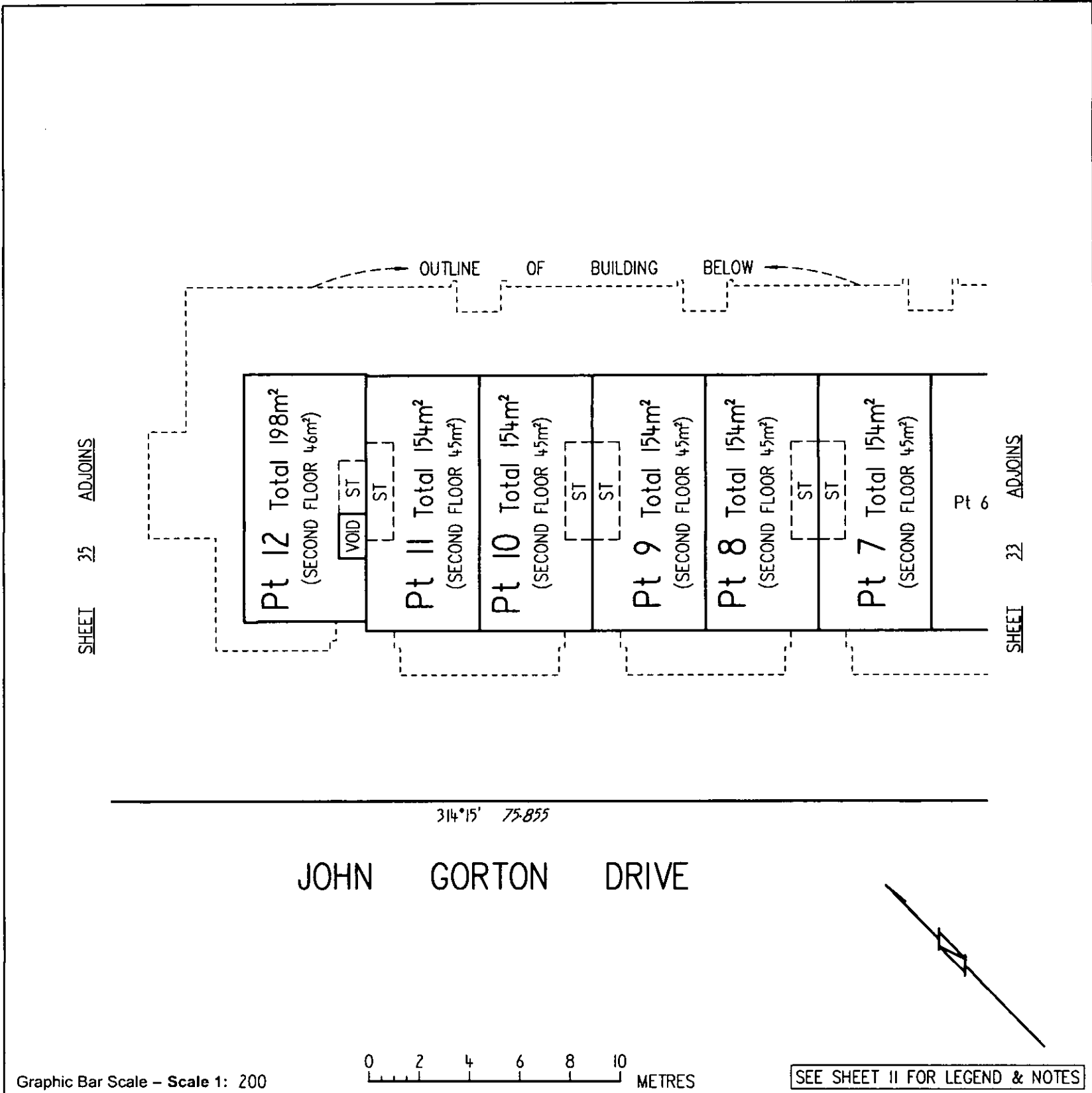
Form 091 - FP

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

FLOOR PLAN

Division	Section	Block	Units Plan No.
COOMBS	12	2	4485

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



<p><i>John Charles Farrelly</i> John Charles Farrelly Director 3 Property Group 4 Pty Ltd ACN 612 200 478</p>	<p><i>Gary James Kelly</i> Gary James Kelly Director 3 Property Group 4 Pty Ltd ACN 612 200 478 Registered Proprietor</p>	<p><i>Monica Saad</i> Monica Saad Delegate of the ACT Planning and Land Authority</p>
--	---	---

Form 091 - FP

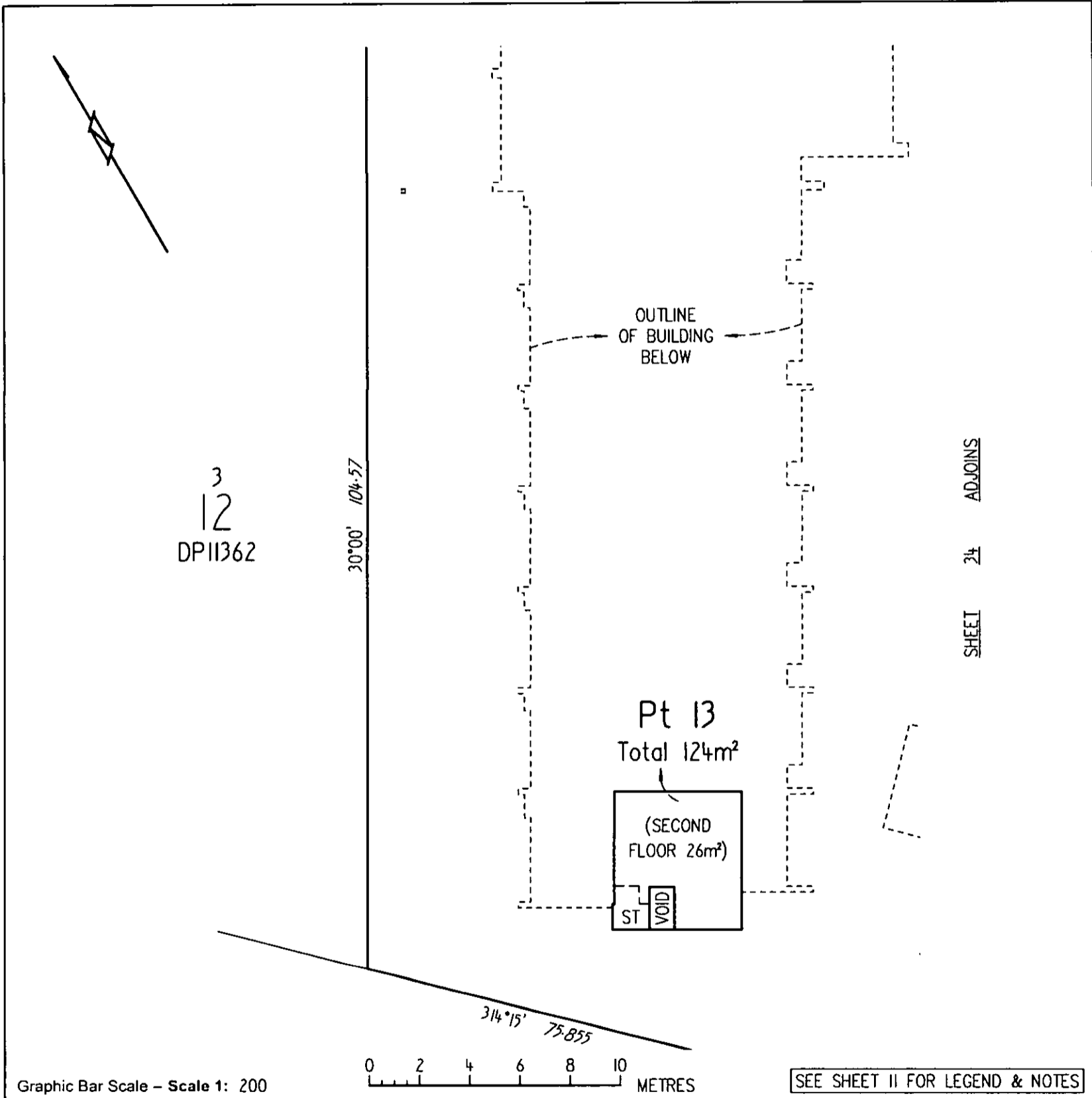
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate


FLOOR PLAN

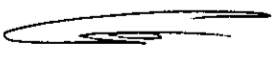
Division	Section	Block
COOMBS	12	2


Units Plan No.
4485

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




Joane Charles Farrelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 478


Gary James Kelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 478
 Registered Proprietor


 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

Form 091 -FP

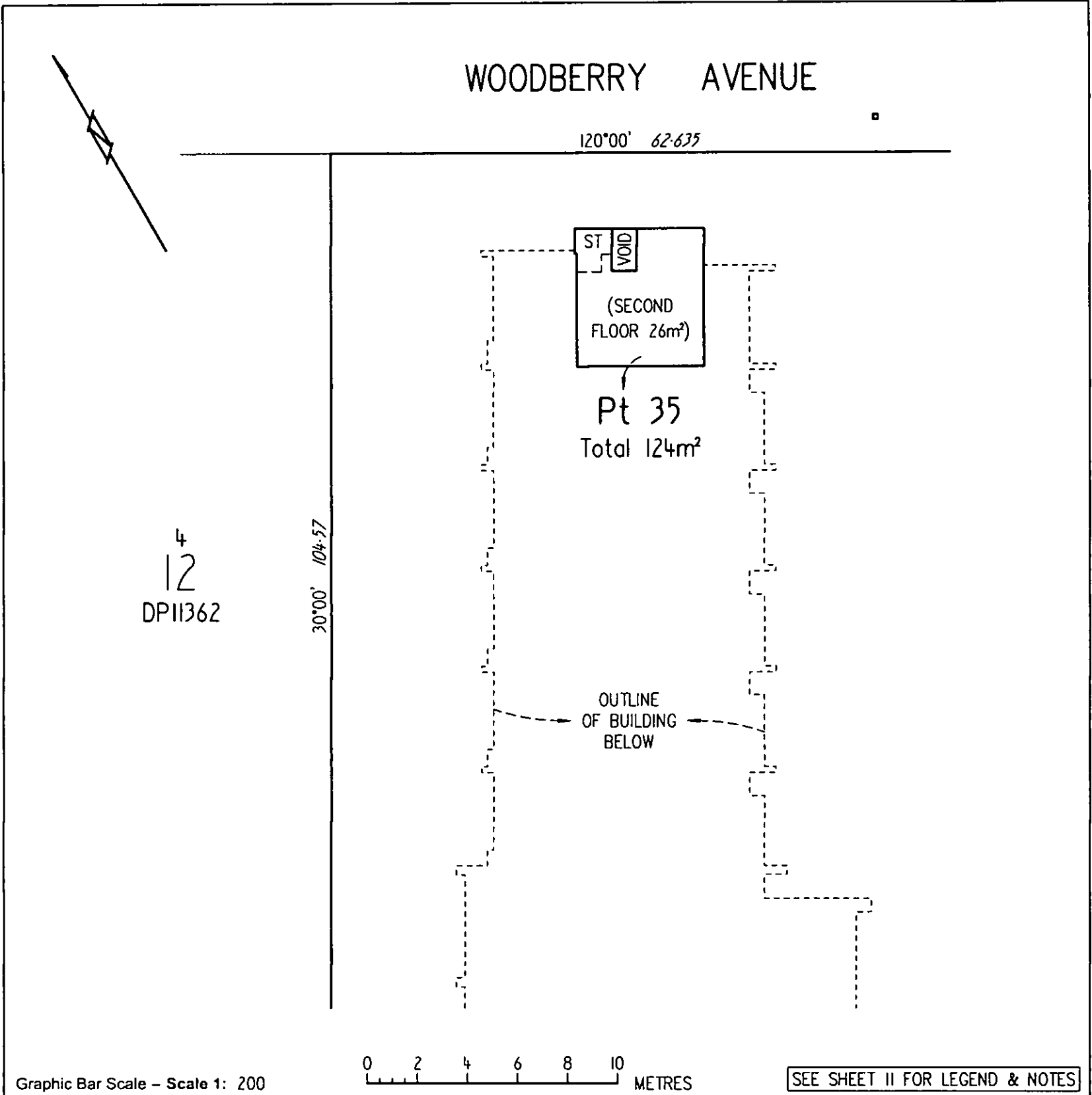
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



Monica Saad
Monica Saad
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 4678

Gary James Kelly
Gary James Kelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 4678
 Registered Proprietor

Monica Saad
 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

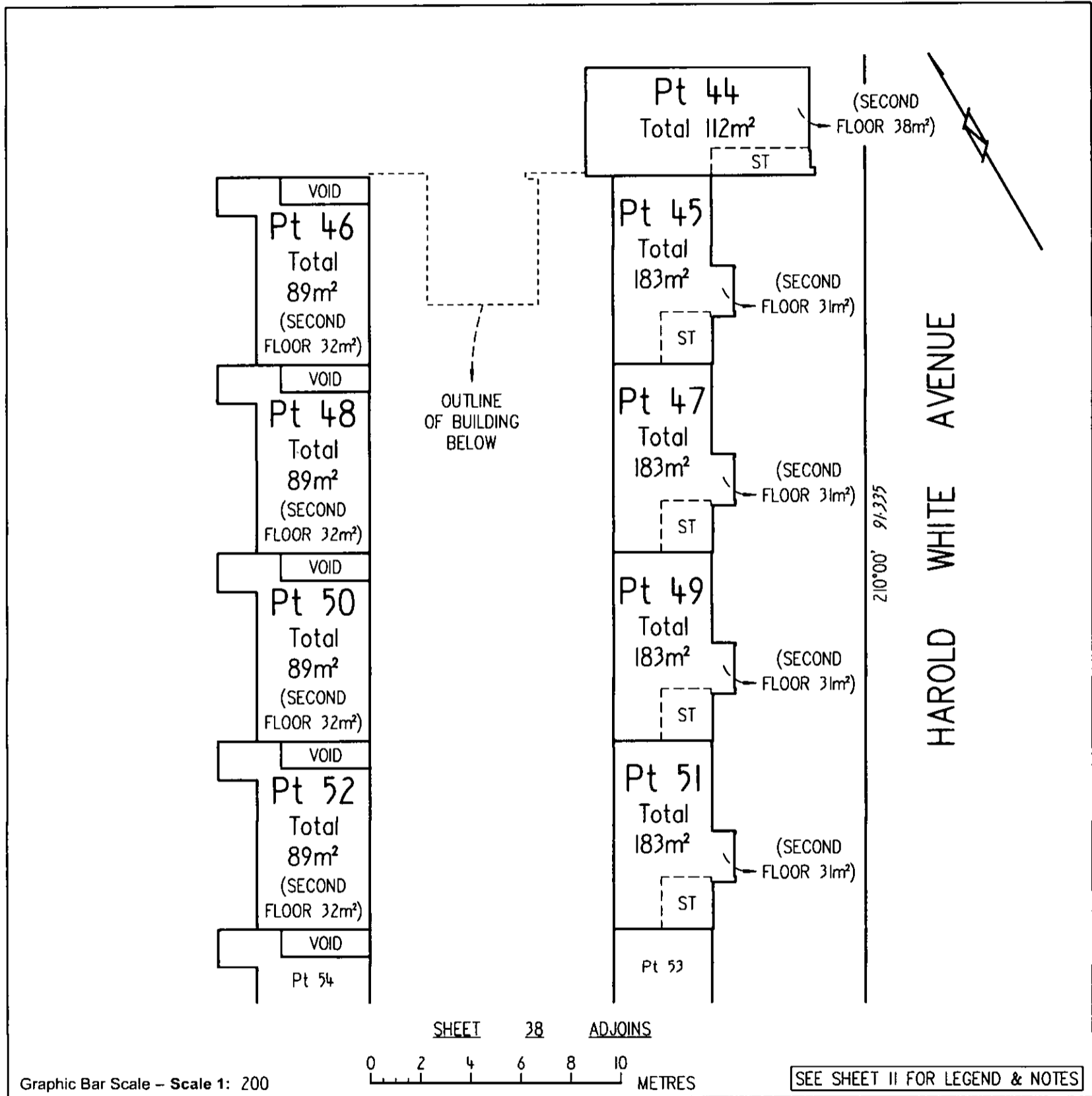
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4486

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



Jaimo Charles Farrelly Director
Gary James Kelly Director
 3 Property Group 4 Pty Ltd ACN 612 200 428
 3 Property Group 4 Pty Ltd ACN 612 200 428
 Registered Proprietor

Monica Saad
 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

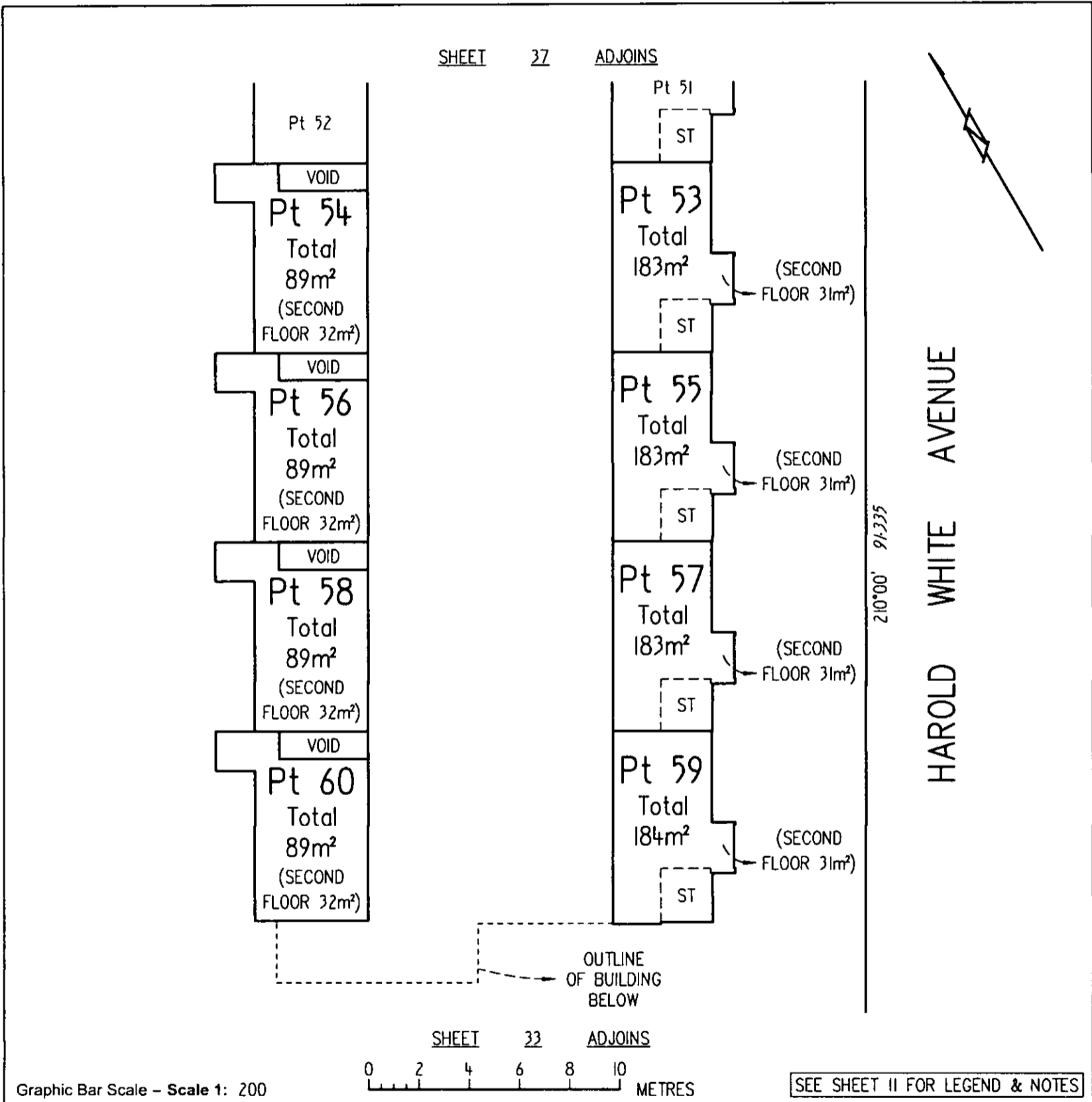
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
COOMBS	12	2

Units Plan No.
4485

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



Jaime Charles Farrelly
Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

Gary James Kelly
Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478
Registered Proprietor

Monica Saad
Monica Saad
Delegate of the
ACT Planning and Land Authority

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4485

Block 2 Section 12 Division of COOMBS

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

1. The term of the lease of each of the units expires on the twenty second day of June Two thousand one hundred and fifteen.
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 – 63 inclusive covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) the Lessee shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
 - (e) the Lessee shall:
 - (i) ensure that aeroscreen luminaries are installed to all external lighting on the parcel of land;
 - (ii) ensure that all external lights are not directed upwards and/or towards the Mount Stromlo Observatory; and
 - (iii) ensure that the choice of external materials, colours and finishes of all buildings on the parcel of land to minimise lighting effects on the Mount Stromlo Observatory


Jaime Charles Farrelly
Director

3 Property Group 4 Pty Ltd
ACN 612 200 478


Gary James Kelly
Director

3 Property Group 4 Pty Ltd
ACN 612 200 478

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

- (f) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
- (g) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (h) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (i) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (j) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

MS

Jaime Charles Farrelly
Jaime Charles Farrelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 476

Gary James Kelly
Gary James Kelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 476

- (k) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (l) 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;
- (m) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.


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


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

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

ms


Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478



Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 RCO 478


- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or the Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:


- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "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;


MS


Jaime Charles Farrelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 478


Gary James Kelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 478

- (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;
- (e) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "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;
- (g) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (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 including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;



Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478


Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478


MS


- (j) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the 20th day of June 2018.


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

LESSEE: 3 PROPERTY GROUP 4 PTY LTD A.C.N. 612 200 478


Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478


Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

FORM 5

Land Titles (Unit Titles) Act 1970


UNITS PLAN NO: 4485

Block 2 Section 12 Division of COOMBS


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

1. The term of the lease expires on the twenty second day of June Two thousand one hundred and fifteen.
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. 4485 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) the Owners Corporation shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
 - (d) the Owners Corporation shall:
 - (i) ensure that aeroscreen luminaries are installed to all external lighting on the parcel of land;
 - (ii) ensure that all external lights are not directed upwards and/or towards the Mount Stromlo Observatory; and

ms



Jaime Charles Farrelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 478




Gary James Kelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 478


- (iii) ensure that the choice of external materials, colours and finishes of all buildings on the parcel of land to minimise lighting effects on the Mount Stromlo Observatory

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

- (e) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (f) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;
- (g) except where necessary for compliance with Clause 3(f) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (h) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority

ms


Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478


Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478


may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;


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

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

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

13


Jaime Charles Farrelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 478



Gary James Kelly
 Director
 3 Property Group 4 Pty Ltd
 ACN 612 200 478

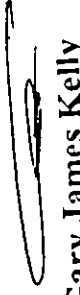
- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth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

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of "The Owners – Units Plan No. 44-85";
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);


NS


Jaime Charles Farrelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478


Gary James Kelly
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478


- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.


DATED the 20th day of June 2018.



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

LESSEE: **3 PROPERTY GROUP 4 PTY LTD A.C.N. 612 200 478**

 **Jaime Charles Farrelly**
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478

 **Gary James Kelly**
Director
3 Property Group 4 Pty Ltd
ACN 612 200 478



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	44	Block	2	Section	12	Suburb	COOMBS
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 80119 | | Dated: 18-JUN-18 |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Applicant's Name : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 20260211 - 189273384

Date: 18-MAR-26 16:52:20



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

18-MAR-2026 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

INFORMATION ABOUT THE PROPERTY

COOMBS Section 12/Block 2/Unit 44

Building Class: A

Area(m2): 9,802.0
Unimproved Value: \$6,300,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.
Heritage Status: Nil.

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



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

18-MAR-2026 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 5

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201630283 **Lodged** 27-SEP-16 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - construction of 63 residential townhouses with associated garages, car parking and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Coombs	12	2-2	

-- Involved Parties -----

Role	Name
Lessee	3 Property Group 4 Pty Ltd
Lessee	3 Property Group 4 Pty Ltd
Applicant	Dna Architects

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

18-MAR-2026 16:52

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

Page 3 of 5

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

-- Application Details -----

Description

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

-- Site Details -----

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

-- Involved Parties -----

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

-- Activities -----

Activity Name	Status
Aat - Appeal	Active
Impact Track	Approval Conditional



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

18-MAR-2026 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 5

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
12	3	202544532	PLANNING ACT 2023 - PROPOSAL FOR DWELLING ALTERATIONS AND ADDITIONS - removal of the internal balustrade and replacement of painted glass with transparent glass for eight lower level windows of Unit 115 on level 5, and associated works.	FOApproval Conditional	11-DEC-25

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS



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

18-MAR-2026 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 5

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4485

Unit No: 17 HW Lot No: 44

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

Entitlements

Unit Entitlement: **143**

Total Building Entitlements: **10,000**

Managing Agent

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

Contact Phone Number: **02 5110 3200**

Corporation's records can be inspected at

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

Contact Phone Number: **02 5110 3200**

Members of Corporation's executive committee

Office	Name	Address
--------	------	---------

Chairperson

Secretary

Treasurer

Committee

Mr Dipakkumar Babubhai Gondaliya	12 Joan Long St FRANKLIN ACT 2913
Ms Lauren Mahanay	46/39 Woodberry Avenua COOMBS ACT 2611
Mr Ji Lian Ng	17 Duchesne Street WHITLAM ACT 2611
Mr Daniel Gordon Garreth Schorn	24 John Gorton Drive COOMBS ACT 2611

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4485 - Unit 17 HW

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$1,956.80**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	489.20	01/09/25	02/10/25	0.00	01/09/25
01/10/25 to 31/12/25	489.20	01/12/25	27/10/25	0.00	01/12/25
01/01/26 to 31/03/26	489.20	01/03/26	18/03/26	0.00	01/03/26
01/04/26 to 30/06/26	489.20	01/06/26		0.00	01/06/26

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

Paid to **31/03/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$504.04**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	126.01	01/09/25	02/10/25	0.00	01/09/25
01/10/25 to 31/12/25	126.01	01/12/25	27/10/25	0.00	01/12/25
01/01/26 to 31/03/26	126.01	01/03/26	18/03/26	0.00	01/03/26
01/04/26 to 30/06/26	126.01	01/06/26		0.00	01/06/26

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

Paid to **31/03/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By

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

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4485 - Unit 17 HW**

Other amounts owing

Rate of interest payable	10.00	per cent		Interest Owing	Nil
Purpose		Fund	Amount	Due Date	Amount Due

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

Total amount due and payable as at the date of this Certificate (credit shown with -):	Nil
--	------------

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> STRATA COMMUNITY INSURANCE	POL11119706	30,775,500.00	22/05/26	09/05/25	36,897.19
<i>LOSS OF RENT</i> STRATA COMMUNITY INSURANCE	POL11119706	4,616,325.00	22/05/26	09/05/25	36,897.19
<i>CATASTROPHE</i> STRATA COMMUNITY INSURANCE	POL11119706	4,616,325.00	22/05/26	09/05/25	36,897.19
<i>PUBLIC LIABILITY</i> STRATA COMMUNITY INSURANCE	POL11119706	20,000,000.00	22/05/26	09/05/25	36,897.19
<i>FIDELITY GUARANTEE</i> STRATA COMMUNITY INSURANCE	POL11119706	100,000.00	22/05/26	09/05/25	36,897.19
<i>OFFICE BEARERS</i> STRATA COMMUNITY INSURANCE	POL11119706	1,000,000.00	22/05/26	09/05/25	36,897.19
<i>VOLUNTARY WORKERS</i> STRATA COMMUNITY INSURANCE	POL11119706	\$200,000 / \$2000	22/05/26	09/05/25	36,897.19
<i>GOVT AUDIT COSTS</i> STRATA COMMUNITY INSURANCE	POL11119706	25,000.00	22/05/26	09/05/25	36,897.19
<i>LEGAL EXPENSES</i> STRATA COMMUNITY INSURANCE	POL11119706	50,000.00	22/05/26	09/05/25	36,897.19
<i>WORKPLACE H&S</i> STRATA COMMUNITY INSURANCE	POL11119706	100,000.00	22/05/26	09/05/25	36,897.19
<i>MACHINERY BREAKDOWN</i> STRATA COMMUNITY INSURANCE	POL11119706	50,000.00	22/05/26	09/05/25	36,897.19
<i>LOT OWNERS IMPROVE</i> STRATA COMMUNITY INSURANCE	POL11119706	\$300,000 per lot	22/05/26	09/05/25	36,897.19
<i>WORKERS COMPENSATION</i> STRATA COMMUNITY INSURANCE	POL11119706	Not Included	22/05/26	09/05/25	36,897.19
<i>COMMON AREA CONTENTS</i> STRATA COMMUNITY INSURANCE	POL11119706	307,755.00	22/05/26	09/05/25	36,897.19

Fund Balances

Balances as at: 19 March 2026

Administrative Fund	42,631.69
Sinking Fund	167,086.84

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4485 - Unit 17 HW

Developer Control Period

Developer Control Period Expiry Date: 20 June 2018

Borrowed Money

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

NIL

Sustainability Infrastructure

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

NONE

Crown Lease Extension Application

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

NOT APPLICABLE

Ongoing Development Approval

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

NONE

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4485 - Unit 17 HW

Embedded Network

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

(i) Which utility service the embedded network applies to

None

(ii) The name of the embedded network provider

Not Applicable

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

Dated at Canberra the **19 March 2026**

CONTRACTS REGISTER

Units Plan No. 4485

Contractor Name & Address	Details of Duties	Delegated Powers	Basis of Remuneration	Commencement Date	Term of Contract	Options	Copy of Agreement on File	Workers Comp No	Termination Date	Name of Financier	Date of Advice from Financier	Withdrawal
360 Degree Fire												
			6 Monthly	01/03/21	5 Years		Y					
Focus Facilities Maintenance												
	Garden and Bin Maintenance		25524	03/07/18	Ongoing							
GMH Electrical												
	Thermal Image & inspection of House DB's, RCD Testing, Internal lighting check, External Lighting Check, Basement/Carpark Lighting Check, Lighting Control Checks		0.00	01/10/24	3 years							
Level Plumbing Canberra												
	PPM on Hydraulic Assets - 6m and 12m		3192	01/11/23	3 years							
LMM Solutions												
			Monthly in Advance	01/08/24	36 Months							



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11119706
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	The Owners - Units Plan No 4485
SITUATION	1-19 Harold White Avenue, 25-39 Woodberry Avenue & 2-26 John Gorton Drive, Coombs, ACT, 2611
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 22/05/2025 Expiry Date: 4:00pm on 22/05/2026
INTERMEDIARY	Body Corporate Brokers
ADDRESS	PO Box 20288, World Square, NSW, 2002
DATE OF ISSUE	09/05/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$30,775,500
		Common Area Contents	\$307,755
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$4,616,325
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Not Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		\$50,000
SECTION 8	Catastrophe		\$4,616,325
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and

confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

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

8 August 2025

To all Owners
UP4485 – Opus
39 Woodberry Ave,
John Gorton Dr, Harold White Cres
COOMBS ACT 2611

Dear Owner/s

UP4485 – OPUS
Minutes of Annual General Meeting 2025

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

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

Yours faithfully

Jane Fennell
Senior Strata Manager | COO | Owner

LMM Solutions Pty Ltd

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

MINUTES OF ANNUAL GENERAL MEETING 2025

UNITS PLAN 4485 - OPUS

39 WOODBERRY AV, JOHN GORTON DR, HAROLD WHITE CRES, COOMBS

Held: Wednesday, 6 August 2025 at 5:30 pm.

Location: Via teleconference on Microsoft Teams.

Present online: Ms R Lemon (Unit 6), Mr D Schorn (Unit 12), Mr D Gondaliya (Unit 24), Mr J Armstrong (Unit 28), Ms J Fitch (Unit 36), Ms L Mahanay (Unit 46), Mr S Ng (Unit 49), Ms T Wolffs (Unit 51) and Ms M Sivapalan (Unit 62). Mrs J Fennell representing LMM Solutions Pty Ltd.

Proxies: Nil.

Absentees: Mr M Fuller (Unit 25).

Apologies: Mr S Martin (Unit 32).

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

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

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP4485 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

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

Matters arising from Minutes – Nil.

INSURANCE

Those present agreed that the current cover appeared adequate at this time. It was noted in May 2025 a 16% premium reduction was achieved when moving from Longitude to SCI.

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 3: It was resolved that the Owners Corporation of UP4485 accept the financial statements as presented. **CARRIED**

AUDITING OF FINANCIAL RECORDS

MOTION 4: It was resolved that the Owners Corporation of UP4485 delegate the acceptance of the independent Auditor's Report of last year's financials to the Executive Committee with a copy of the report being distributed to all Owners within this financial year. **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 5: It was resolved that the proposed Administrative Fund contribution of \$124,400.00 (excl. GST) and expenditure amount of \$124,391.00 (excl. GST) be adopted. **CARRIED**

Sinking Fund

MOTION 6: It was resolved that the proposed Sinking Fund contribution of \$32,042.00 (excl. GST) and expenditure amount of \$4,045.00 (excl. GST) be adopted. **CARRIED**

Secretarial Note – members present discussed whether or not there was any ability to reduce the contributions or remove any contingency funds being raised. Unfortunately, there is no proposed surplus funds and it was agreed by Owners that they didn't want the development to degrade due to lack of maintenance or raise a Special Levy in a couple of years' time due to a lack of maintenance.

Administrative and Sinking Fund Levy Contribution

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

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2025	30 September 2025	1 September 2025
Levy 2	1 October 2025	31 December 2025	1 December 2025
Levy 3	1 January 2026	31 March 2026	1 March 2026
Levy 4	1 April 2026	30 June 2026	1 June 2026

CARRIED

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

ELECTION OF COMMITTEE

MOTION 8: It was resolved that the Owners Corporation of UP4485 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **CARRIED**

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

Chair -	Ms J Fitch	Member -	Mr D Schorn
Member -	Ms L Mahanay	Member -	Mr S Ng
Member -	Mr D Gondaliya		

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

RULE AMENDMENTS AND ADDITIONS - Special Resolution

MOTION 9: That the Owners Corporation of UP4485 approve the proposed Alternative Rules for registration with the Land Titles Office. **CARRIED**

GENERAL BUSINESS

Pest Control

It was raised that there is a wasp nest hanging on the building above a garage door. Ms J Fitch advised she would investigate and advise if it is a stinging wasp, therefore requiring removal. It was also noted that there has been an increase in spiders however, these are managed by the individual unit at their own discretion.

Note of Appreciation

Members present expressed their gratitude to Ms T Wolffs for her dedication to the Opus Owners Corporation from inception as her ongoing efforts have assisted in shaping the structure and community environment fostered to-date.

Pipe Rectification

It was noted that Level Plumbing had recently undertaken the rectification of the split supply pipework and left rubbish and crushed aggregate at the development. Displeasure was also noted by those who were nearest the work, as their electricity had been turned off, fence jumped, and water accessed without prior consultation. The Manager will provide feedback and request their re-attendance to remove the rubbish and aggregate, with supporting photos to be provided by Mr D Schorn.

With no further business, the meeting closed at 6.24 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: 4485

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Wednesday, 6 August 2025

Tick applicable box, or both boxes if applicable:

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

A3 - Reduced quorum decisions

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

Date of decision: Wednesday, 6 August 2025

A4 - Owners corporation declaration

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

Seal affixed: Friday, 8 August 2025

Signed:



Title: Senior Strata Manager



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B - General information

B1 - What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 - When does a reduced quorum decision take effect?

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

B3 - How may reduced quorum decisions be disallowed?

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

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

B4 - How may reduced quorum decisions be confirmed?

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

B5 - How may reduced quorum decisions be revoked?

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

Opus – UP4485 Executive Committee Meeting

Monday 7 April 2025 at 5.30 pm

Agenda

1. Draft rules discussion
2. Quote for external globe replacements
3. Other business

Opus – UP4485 Executive Committee Meeting

Monday 7 April 2025 at 5.30 pm

Minutes

Attendance

Attended: Julie, Lauren, Jarrod, Dipak

Chair: Tammy

1. Draft rules

The Committee discussed possible alternative rules from the draft document provided by LMM and decided that the following rules should be referred for discussion and decision at the 2025 AGM:

- 25 to 28 (complaints)
- 29 to 31 (damage and vandalism)
- 32 (using common area facilities)
- 62 (speed limit)
- 79 and 80 (smoking on balconies and in courtyards and common areas)
- 88 (responsibility for property loss/theft/damage)

2. Globes

The Committee agreed to approve the quote for globe replacement as recommended by the electrical contractor

3. Other business

There was no other business.

Opus – UP4485 – Executive Committee Meeting

Agenda: 31 October 2024

- 1. Building repairs – legal action**
- 2. Other business**

Opus – UP4485 – Executive Committee Meeting

Minutes: 31 October 2024

Attendance and apologies

Attended: Julie, Lauren, Jarrod, Tammy

Apology: Dipak

1. Building repairs

Agreed to seek legal advice on the process for making a claim for building defects against the builder's insurance and the likelihood of making a successful claim.

2. Other business

- LMM is arranging quotes for a parking bollard.
- Julie to ask Matt, the gardener/maintenance contractor to sweep up the glass in bin room 1.



Strata Management
For the client experience you deserve!

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

16 August 2024

To all Owners
UP4485 – Opus
39 Woodberry Avenue
COOMBS ACT 2611

Dear Owners

UP4485 - OPUS
Minutes of Annual General Meeting 2024

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

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

Yours faithfully

Jane Fennell
Senior Strata Manager | COO | Owner

LMM Solutions Pty Ltd

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

MINUTES OF ANNUAL GENERAL MEETING 2024

UNITS PLAN 4485 - OPUS

39 WOODBERRY AVENUE, COOMBS

Held: Tuesday, 13 August 2024 at 6.00 pm.

Location: Online via Microsoft Teams.

Present: Mr D Gondaliya (Unit 24), Mr J Armstrong (Unit 28), Ms J Fitch (Unit 36), Ms L Mahanay (Unit 46), Ms T Wolffs (Unit 51) and Mrs J Fennell representing LMM Solutions Pty Ltd.

Proxies: Nil.

Absentees: Nil.

Apologies: Mr J Francis (Unit 41).

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

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

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP4485 confirm that they have reviewed each of the tabled items. **CARRIED**

MINUTES

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

INSURANCE

Those present agreed that the current cover appeared adequate in line with the new valuation sum.

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 3: It was resolved that the Owners Corporation of UP4485 accept the financial statements as presented. **CARRIED**

Secretarial Note – there are currently two term deposits of \$20,000.00 and \$60,000.00 due for renewal on 31 August that will be referred to the Committee for the direction to reinvest these funds.

AUDITING OF FINANCIAL RECORDS

- MOTION 4:** It was resolved that the Owners Corporation of UP4485 delegate the acceptance of the Independent Auditor's Report of last year's financials to the Executive Committee with a copy of the report being distributed to all Owners within this financial year. **CARRIED**

SINKING FUND PLAN

- MOTION 5:** It was resolved that the Owners Corporation of UP4485 approve the Sinking Fund Forecast Plan as presented for the next 10-year period. **CARRIED**

Secretarial Note – it was agreed that the plan be updated to incorporate the installation of an EV charger in 5 years. The updated report will be reviewed by the Committee and may be presented to the Owners Corporation at the next AGM for consideration of implementation.

MAINTENANCE PLAN/SCHEDULE

- MOTION 6:** It was resolved that the Owners Corporation of UP4485 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified. **CARRIED**

NATURE STRIP UPGRADES

- MOTION 7:** It was resolved that the Owners Corporation of UP4485 agrees to upgrade the entryway nature strip as designed with the work being undertaken by Focus FM at a cost of \$10,830.40 and funded from the Sinking Fund. **FAILED**
- MOTION 8:** It was resolved that the Owners Corporation of UP4485 agrees to upgrade the entryway nature strip as designed with the work being undertaken by WHL at a cost of \$15,180.00 and funded from the Sinking Fund. **FAILED**
- MOTION 9:** It was resolved that the Owners Corporation of UP4485 agree by Special Resolution to fund the upgrade to the entryway nature strip by raising a Special Levy of \$15,180.00 in accordance with the Unit Entitlements due and payable by 1 October 2024. **FAILED**

Secretarial note – it was agreed that the plan and costs were extensive, and the matter will be referred to the incoming Committee for consideration of a more cost-effective and suitable solution to improve the dust/mud of the grassed nature strip.

BUDGET DEBATE

Administrative Fund

- MOTION 10:** It was resolved that the proposed Administrative Fund contribution of \$131,809.00 and expenditure amount of \$131,809.00 be adopted. **CARRIED**

Sinking Fund

- MOTION 11:** It was resolved that the proposed Sinking Fund contribution of \$27,282.00 and expenditure amount of \$5,865.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 12: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 July 2024, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2024	30 September 2024	1 September 2024
Levy 2	1 October 2024	31 December 2024	1 December 2024
Levy 3	1 January 2025	31 March 2025	1 March 2025
Levy 4	1 April 2025	30 June 2025	1 June 2025

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 13: It was resolved that the Owners Corporation enter into the following arrangements:

- That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
- The Owners Corporation delegates to the Agent all of its functions (other than those prohibited by the Act);
- The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- The delegation is subject to the conditions and limitations set out in the Agreement;
- Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.

CARRIED

Secretarial note - the Management Agreement will be emailed to the Committee for signing on behalf of the Owners Corporation and will be countersigned by LMM Solutions. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.

ELECTION OF COMMITTEE

MOTION 14: It was resolved that the Owners Corporation of UP4485 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions.

CARRIED

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

Chair -	Ms T Wolffs	Secretary -	Ms J Fitch
Member -	Mr D Gondaliya	Member -	Mr J Armstrong
Member -	Ms L Mahanay	Treasurer -	deferred to LMM Solutions

GENERAL BUSINESS

CCTV –

Owners present discussed the possible implementation of CCTV to the central common property roadway and parking area. It was agreed not to proceed due to:

1. The large area would require numerous cameras which may be reflected in an ongoing cost that may need to be reflected in the Owner's levies,
2. there is not enough value as it would largely be a deterrent with any footage provided to ACT Police only used at its discretion, and
3. concerns about privacy due to the number of balconies that face into the central area of the development.

Owners who wish for further reconsideration of this matter and have ideas or suggestions are welcome to contact the Manager or new Committee.

With no further business, the meeting closed at 6.32 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: 4485

A2 - General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Tuesday, 13 August 2024

Tick applicable box, or both boxes if applicable:

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

A3 - Reduced quorum decisions

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

Date of decision: Tuesday, 13 August 2024

A4 - Owners corporation declaration

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

Seal affixed: Tuesday, 13 August 2024

Signed:



Title: Senior Strata Manager



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B - General information

B1 - What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 - When does a reduced quorum decision take effect?

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

B3 - How may reduced quorum decisions be disallowed?

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

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

B4 - How may reduced quorum decisions be confirmed?

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

B5 - How may reduced quorum decisions be revoked?

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

Opus BC 4485 Executive Committee

Meeting minutes Wednesday 20 March 2024, 5.30 pm

Attendance

Julie Fitch, Lauren Mahanay, Josh Francis, Tammy Wolffs. Apologies Dipak Gondaliya

1. Insurance valuation report and adjustment

The Executive Committee agreed to seek quotes to adjust the current premium to the property's current value. Members also agreed that a quote should be sought now for the next 12 month term. There may also be some merit in cancelling and replacing current policy with a new policy, depending on quoted premiums.

Action items

- LMM to seek quotes to bring insurance coverage up to new value.
- LMM to seek quotes now for the next insurance period from May 2024.

2. Sinking fund plan

The Executive Committee agreed to accept the sinking fund report.

Members discussed whether improvement to (rather than maintenance of) the nature strip could be paid for through the Sinking fund. The Committee agreed that quotes for the work, together with options for payment should be considered at the AGM.

Action item

LMM to include agenda item for the AGM to provide for agreement to proceed with renewal of the nature strip, and options for paying for the work to include:

- Drawing funds from the Sinking fund
- applying and collecting a special levy in 2024-2025.

3. Barbeque covers

The Committee agreed to purchase barbeque covers with an upper spending limit of \$500 for the pair, with no need for chains to fix the covers in place.

Action item

Julie to advise/instruct LMM on the covers to be ordered.

4. CCTV

The Committee discussed the potential for CCTV in the complex and agreed that the cost would likely outweigh any benefit that may be achieved. Members recognised that some owners may hold differing (and stronger) views and agreed that owners should have the opportunity to discuss and vote on the use of cameras.

Action item

LMM to include AGM agenda item on whether to seek quotes/engage a contractor to install and monitor CCTV in the complex.

5. Other business

Common area mulch

Members noted mulch has not yet been laid in the garden beds.

Responding to LMM emails

Members discussed faster turnaround on email requests for routine decisions.

Action items

- Julie to follow up provision of mulch with LMM and gardener.
- Tammy to post in Committee WhatsApp group when straightforward requests are received.

Insurance Valuation Report

For
Opus

39 Woodberry Avenue, Coombs ACT 2611

Scheme Number: 4485



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 195706

01 March 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

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

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

QIA Group Pty Ltd

REPORT CONTENTS

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

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **39 Woodberry Avenue, Coombs ACT 4485**.

1.2 Property Address

The property is situated at **39 Woodberry Avenue, Coombs ACT 4485**.

1.3 Description of Building

The property comprises eight residential apartments and fifty-five lots of two & three storey townhouses arranged into five separate blocks and with vehicular accommodation provided by a combination of allocated carport spaces and single & double integral lock up garages at ground level. Common property includes BBQ facilities, access driveways, waste storage, boundary walls & fences and site landscaping.
In accordance with the plans provided the date of registration is 2018.

1.4 Client

The Proprietors Opus.

1.5 Replacement Value

Recommended Insured Value: \$29,310,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

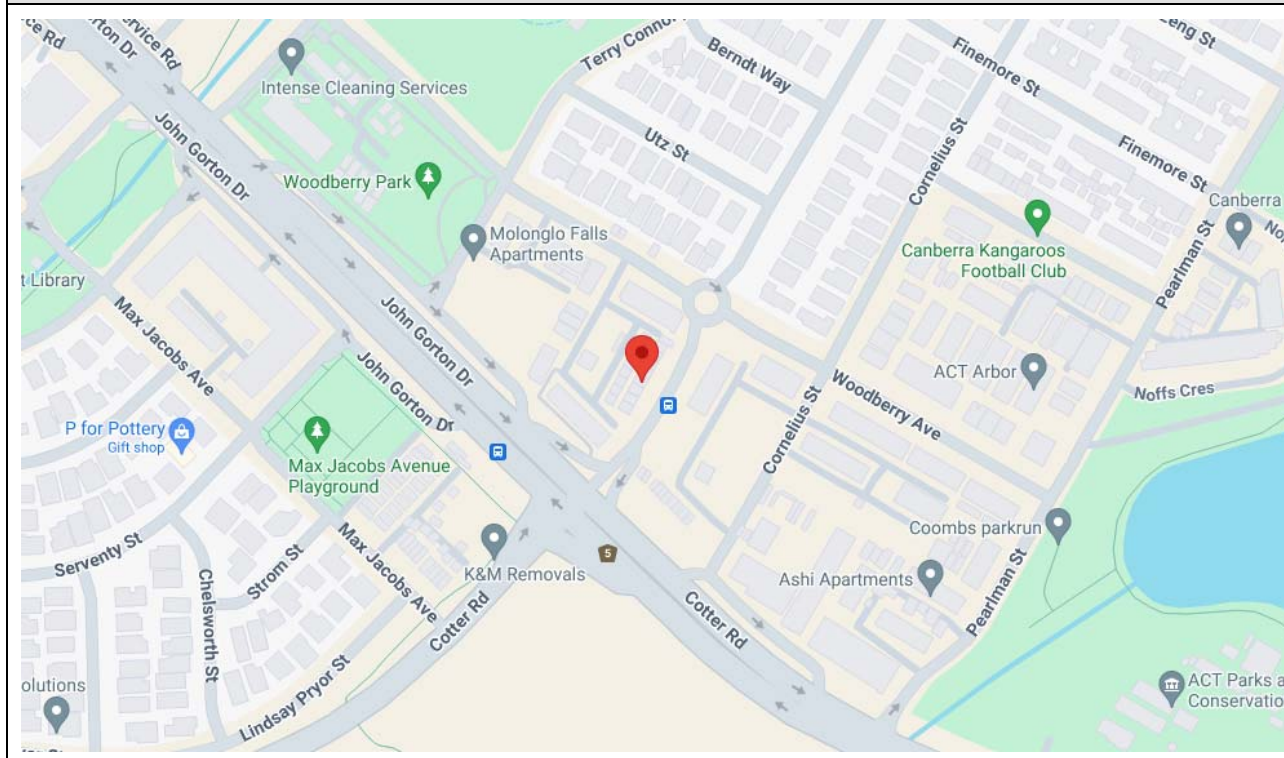
The calculated value of the building comprises of several elements:

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

2.6 Valuation

Replacement Building and Improvements Cost:	\$22,880,000
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$1,720,000
Progressive Subtotal:	\$24,600,000
Professional Fees:	\$1,970,000
Progressive Subtotal:	\$26,570,000
Removal of Debris:	\$1,145,000
Progressive Subtotal:	\$27,715,000
Cost Escalation for Insurance Policy Lapse Period:	\$1,595,000
Progressive Subtotal:	\$29,310,000
Recommended Insured Value:	\$29,310,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 **Primary Method of Construction**

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and timber framed upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Combination of masonry and timber/steel framing.

EXTERNAL WALL FINISHES: Combination of face brick, rendered & painted brick, and painted weatherboarding.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.

ROOFING: Cliplock & Powder coated metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete & Paver.

3.5 *AREAS NOT INSPECTED - TYPICAL*

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

3.6 *SCOPE*

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Opus

39 Woodberry Avenue, Coombs, ACT 2611

Scheme Number: 4485



COMPILED BY VON HARAMINA

**On 28 February 2024 for the
15 Years Commencing: 7 July 2023
QIA Job Reference Number: 195707**

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

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qjagroup.com.au

W www.qjagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

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

QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 16 -
ITEMISED ACCRUALS BY YEAR.....	- 19 -
REPORT INFORMATION.....	- 22 -
AREAS NOT INSPECTED	- 22 -

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

39 Woodberry Avenue, Coombs, ACT 2611

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$1.97
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$106,672.39
The proposed Sinking Fund Levy per entitlement is:	\$2.73

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

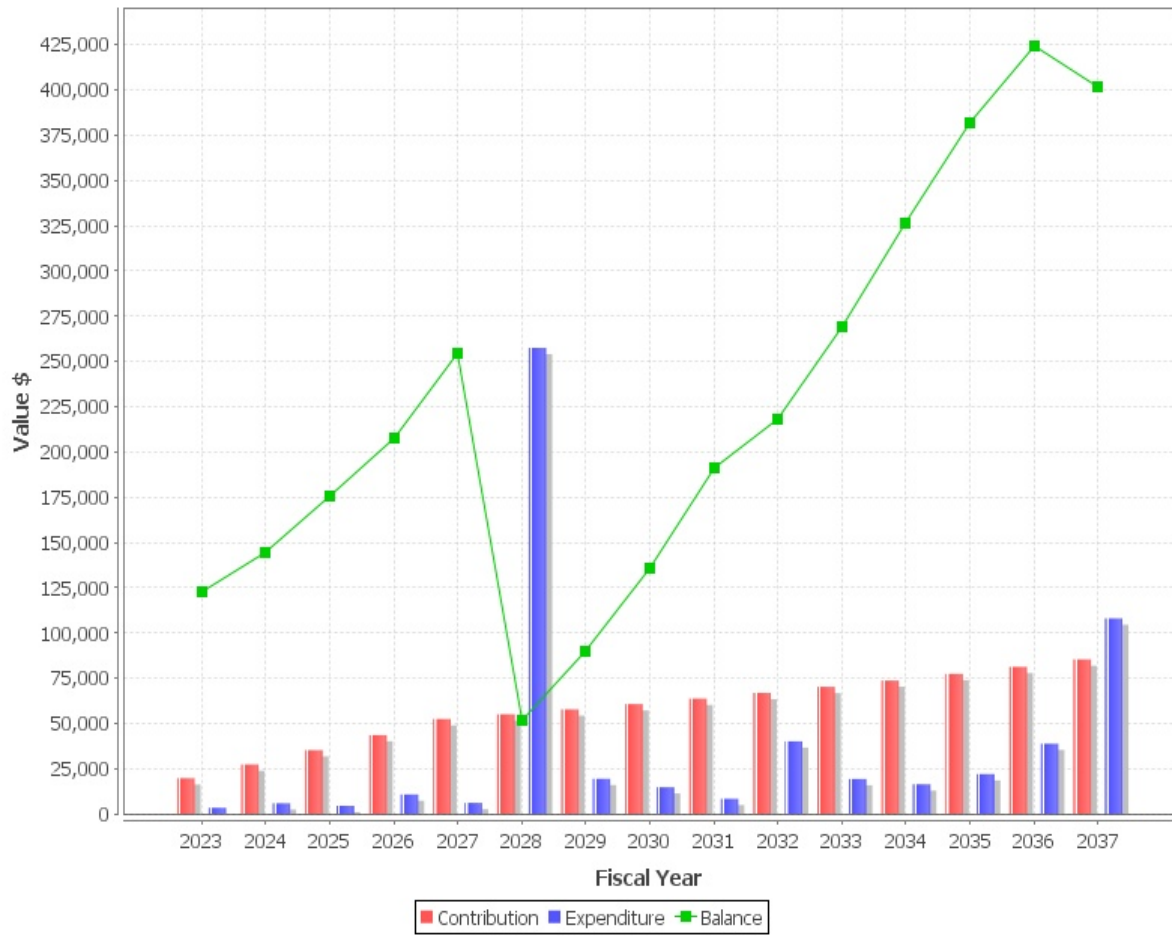
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	07/07/2023	\$106,672	\$19,697	\$1.97	\$3,382	\$122,988
2	07/07/2024	\$122,988	\$27,282	\$2.73	\$5,865	\$144,405
3	07/07/2025	\$144,405	\$35,246	\$3.52	\$4,450	\$175,201
4	07/07/2026	\$175,201	\$43,608	\$4.36	\$10,746	\$208,063
5	07/07/2027	\$208,063	\$52,388	\$5.24	\$6,038	\$254,413
6	07/07/2028	\$254,413	\$55,007	\$5.50	\$257,542	\$51,878
7	07/07/2029	\$51,878	\$57,758	\$5.78	\$19,403	\$90,233
8	07/07/2030	\$90,233	\$60,646	\$6.06	\$14,779	\$136,100
9	07/07/2031	\$136,100	\$63,678	\$6.37	\$8,384	\$191,393
10	07/07/2032	\$191,393	\$66,862	\$6.69	\$40,076	\$218,179
11	07/07/2033	\$218,179	\$70,205	\$7.02	\$19,325	\$269,059
12	07/07/2034	\$269,059	\$73,715	\$7.37	\$16,336	\$326,438
13	07/07/2035	\$326,438	\$77,401	\$7.74	\$21,958	\$381,881
14	07/07/2036	\$381,881	\$81,271	\$8.13	\$38,807	\$424,345
15	07/07/2037	\$424,345	\$85,335	\$8.53	\$108,005	\$401,674

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

July 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,382
<u>Total Forecast Expenditure for year - July 2023 (Inc GST):</u>		<u>\$3,382</u>
Includes GST amount of :		\$307
July 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,551
DRIVEWAY		
- Repaint line marking		\$1,720
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$594
<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>		<u>\$5,865</u>
Includes GST amount of :		\$533
July 2025		Expense Inc GST
SUPERSTRUCTURE		
- Replace window fixtures and fittings		\$722
- Capital Replacement - General		\$3,728
<u>Total Forecast Expenditure for year - July 2025 (Inc GST):</u>		<u>\$4,450</u>
Includes GST amount of :		\$405
July 2026		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,915

DRIVEWAY

- Maintain pavers 5% of total	\$2,844
-------------------------------	---------

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 2% of total	\$3,332
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$655
--	-------

<u>Total Forecast Expenditure for year - July 2026 (Inc GST):</u>	<u>\$10,746</u>
---	-----------------

Includes GST amount of :	\$977
--------------------------	-------

July 2027

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$664
--	-------

- Capital Replacement - General	\$4,111
---------------------------------	---------

RECREATION AREA

- Replace shade cloth	\$1,264
-----------------------	---------

<u>Total Forecast Expenditure for year - July 2027 (Inc GST):</u>	<u>\$6,038</u>
---	----------------

Includes GST amount of :	\$549
--------------------------	-------

July 2028

Expense
Inc GST

SUPERSTRUCTURE

- Repaint buildings	\$156,289
---------------------	-----------

- Repaint verandah/patio ceilings	\$17,470
-----------------------------------	----------

- Repaint soffits	\$8,627
-------------------	---------

- Scaffold/access equip allowance	\$40,151
-----------------------------------	----------

- Repaint door face	\$5,558
---------------------	---------

- Maintain balcony/verandah floor tiles	\$2,313
---	---------

- Capital Replacement - General	\$4,316
---------------------------------	---------

DRIVEWAY

- Maintain/repaint bollard	\$184
- Replace traffic mirrors	\$516
- Repaint carport posts	\$13,273

FENCING

- Repaint boundary walls/fencing	\$1,486
----------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$722
--	-------

RECREATION AREA

- Repaint structure	\$6,636
---------------------	---------

Total Forecast Expenditure for year - July 2028 (Inc GST): \$257,542

Includes GST amount of : \$23,413

July 2029

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$4,532
---------------------------------	---------

DRIVEWAY

- Maintain pavers 5% of total	\$3,293
-------------------------------	---------

EXTERNAL WORKS

- Maintain common pipework	\$4,704
- Ongoing partial maintenance of pathways 2% of total	\$3,857

LANDSCAPING

- Maintain irrigation system/controllers	\$3,018
--	---------

Total Forecast Expenditure for year - July 2029 (Inc GST): \$19,403

Includes GST amount of : \$1,764

July 2030	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$768
- Capital Replacement - General	\$4,759

DRIVEWAY

- Maintain carport roof fixings/flashings	\$2,744
- Provision to maintain/replace wheel stops	\$1,140

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$796
--	-------

ROOF

- Maintain metal roof fixings/flashings	\$4,573
---	---------

<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>	<u>\$14,779</u>
---	-----------------

Includes GST amount of :	\$1,344
--------------------------	---------

July 2031	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Replace window fixtures and fittings	\$968
- Capital Replacement - General	\$4,997

DRIVEWAY

- Repaint line marking	\$2,420
------------------------	---------

<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>	<u>\$8,384</u>
---	----------------

Includes GST amount of :	\$762
--------------------------	-------

July 2032	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$5,246
---------------------------------	---------

DRIVEWAY

- Maintain pavers 5% of total	\$3,812
- Maintain concrete driveway 2% of total	\$12,645
- Provision to maintain/replace speedhumps	\$932

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 2% of total	\$4,465
---	---------

FURNITURE & FITTINGS

- Maintain signage	\$2,017
- Ongoing partial replacement of exterior lighting	\$877

RECREATION AREA

- Provision to replace BBQ's in 10 years	\$10,083
--	----------

Total Forecast Expenditure for year - July 2032 (Inc GST): \$40,076

Includes GST amount of : \$3,643

July 2033

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$889
- Capital Replacement - General	\$5,509

ROOF

- Provision for partial balcony membrane replacement 10% of total	\$12,927
---	----------

Total Forecast Expenditure for year - July 2033 (Inc GST): \$19,325

Includes GST amount of : \$1,757

July 2034

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$5,784
---------------------------------	---------

DRIVEWAY

- Maintain carport roof fixings/flushing	\$3,335
- Replace traffic mirrors	\$691

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$967
--	-------

ROOF

- Maintain metal roof fixings/flashings	\$5,558
---	---------

Total Forecast Expenditure for year - July 2034 (Inc GST): \$16,336

Includes GST amount of : \$1,485

July 2035

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$6,073
---------------------------------	---------

DRIVEWAY

- Maintain pavers 5% of total	\$4,412
-------------------------------	---------

EXTERNAL WORKS

- Maintain common pipework	\$6,303
- Ongoing partial maintenance of pathways 2% of total	\$5,169

Total Forecast Expenditure for year - July 2035 (Inc GST): \$21,958

Includes GST amount of : \$1,996

July 2036

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,030
- Capital Replacement - General	\$6,377

DRIVEWAY

- Maintain concrete driveway 2% of total	\$15,369
--	----------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$1,066

ROOF

- Provision for partial balcony membrane replacement 10% of total \$14,965

Total Forecast Expenditure for year - July 2036 (Inc GST): \$38,807

Includes GST amount of : \$3,528

July 2037

Expense
Inc GST

SUPERSTRUCTURE

- Replace window fixtures and fittings \$1,297

- Replace external door/frame \$1,030

- Maintain balcony/verandah floor tiles \$3,588

- Capital Replacement - General \$6,696

DRIVEWAY

- Provision to replace individual garage doors in 27 years (partial accrual) 20% \$44,013

- Provision to maintain/replace speedhumps \$1,189

EXTERNAL WORKS

- Provision to replace bin enclosure roller doors in 25 years (partial accrual) 33% \$3,822

FENCING

- Provision to replace timber fencing/gates in 19 years (partial accrual) 20% \$13,652

- Provision to replace composite wood fencing/gates in 27 years (partial accrual) 20% \$7,464

FURNITURE & FITTINGS

- Provision to replace mail boxes in 19 years (partial accrual) 20% \$3,073

ROOF

- Provision to replace guttering in 27 years (partial accrual)
20% \$9,904

- Provision to replace down pipes in 27 years (partial
accrual) 20% \$9,729

RECREATION AREA

- Provision to replace outdoor furniture in 19 years (partial
accrual) 20% \$2,548

Total Forecast Expenditure for year - July 2037 (Inc GST): \$108,005

Includes GST amount of : \$9,819

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint buildings	\$106,023	2028	10						156289									
- Repaint verandah/patio ceilings	\$11,852	2028	10						17470									
- Replace window fixtures and fittings	\$567	2025	6			722						968						1297
- Repaint soffits	\$5,853	2028	10						8627									
- Scaffold/access equip allowance	\$27,237	2028	10						40151									
- Repaint door face	\$3,770	2028	10						5558									
- Replace external door/frame	\$450	2037	5															1030
- Provision to replace balustrade/handrail fixings	\$473	2027	3					664			768			889			1030	
- Maintain balcony/verandah floor tiles	\$1,569	2028	9						2313									3588
- Capital Replacement - General	\$2,928	2023	0	3382	3551	3728	3915	4111	4316	4532	4759	4997	5246	5509	5784	6073	6377	6696
DRIVEWAY																		
- Maintain pavers 5% of total	\$2,127	2026	3				2844			3293			3812			4412		
- Maintain carport roof fixings/flashing	\$1,688	2030	4								2744				3335			
- Maintain concrete driveway 2% of total	\$7,057	2032	4										12645				15369	
- Maintain/repaint bollard	\$125	2028	10						184									
- Provision to replace individual garage doors in 27 years (partial accrual) 20%	\$19,246	2037	3															44013
- Repaint line marking	\$1,418	2024	7		1720							2420						
- Replace traffic mirrors	\$350	2028	6						516						691			
- Provision to maintain/replace wheel stops	\$701	2030	8								1140							
- Provision to maintain/replace speedhumps	\$520	2032	5										932					1189
- Repaint carport posts	\$9,004	2028	10						13273									

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
EXTERNAL WORKS																		
- Provision to replace bin enclosure roller doors in 25 years (partial accrual) 33%	\$1,671	2037	5															3822
- Maintain common pipework	\$3,039	2029	6							4704						6303		
- Ongoing partial maintenance of pathways 2% of total	\$2,492	2026	3				3332			3857			4465			5169		
FENCING																		
- Provision to replace timber fencing/gates in 19 years (partial accrual) 20%	\$5,970	2037	1															13652
- Repaint boundary walls/fencing	\$1,008	2028	10						1486									
- Provision to replace composite wood fencing/gates in 27 years (partial accrual) 20%	\$3,264	2037	3															7464
FURNITURE & FITTINGS																		
- Maintain signage	\$1,126	2032	15										2017					
- Provision to replace mail boxes in 19 years (partial accrual) 20%	\$1,344	2037	1															3073
- Ongoing partial replacement of exterior lighting	\$490	2024	2		594		655		722		796		877		967		1066	
LANDSCAPING																		
- Maintain irrigation system/controllers	\$1,950	2029	12							3018								
ROOF																		
- Provision to replace guttering in 27 years (partial accrual) 20%	\$4,331	2037	3															9904
- Maintain metal roof fixings/flashings	\$2,814	2030	4								4573				5558			
- Provision to replace down pipes in 27 years (partial accrual) 20%	\$4,254	2037	3															9729
- Provision for partial balcony membrane replacement 10% of total	\$6,871	2033	3											12927			14965	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
RECREATION AREA																		
- Repaint structure	\$4,502	2028	10						6636									
- Provision to replace outdoor furniture in 19 years (partial accrual) 20%	\$1,114	2037	1															2548
- Provision to replace BBQ's in 10 years	\$5,628	2032	15										10083					
- Replace shade cloth	\$900	2027	12					1264										
Total				3382	5865	4450	10746	6038	257542	19403	14779	8384	40076	19325	16336	21958	38807	108005
Includes GST amount of				307	533	405	977	549	23413	1764	1344	762	3643	1757	1485	1996	3528	9819

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
SUPERSTRUCTURE																		
- Repaint buildings	\$106,023	2028	10	22977	47103	72436	99035	126964	156289	20240	41492	63807	87237	111839	137672	164795	193275	223179
- Repaint verandah/patio ceilings	\$11,852	2028	10	2568	5265	8097	11070	14192	17470	2262	4638	7132	9751	12501	15389	18420	21604	24946
- Replace window fixtures and fittings	\$567	2025	6	229	470	722	142	292	449	613	786	968	191	391	601	822	1054	1297
- Repaint soffits	\$5,853	2028	10	1268	2600	3998	5467	7008	8627	1117	2290	3522	4815	6173	7599	9096	10668	12319
- Scaffold/access equip allowance	\$27,237	2028	10	5903	12101	18609	25442	32617	40151	5200	10659	16392	22411	28732	35368	42336	49652	57335
- Repaint door face	\$3,770	2028	10	817	1675	2576	3522	4515	5558	720	1475	2269	3102	3977	4896	5860	6873	7936
- Replace external door/frame	\$450	2037	5	48	98	150	206	264	325	389	456	526	600	678	760	845	935	1030
- Provision to replace balustrade/handrail fixings	\$473	2027	3	120	246	379	518	664	824	999	1268	1552	1841	2235	2634	3038	3447	3861
- Maintain balcony/verandah floor tiles	\$1,569	2028	9	340	697	1072	1466	1879	2313	325	667	1026	1402	1798	2213	2649	3107	3588
- Capital Replacement - General	\$2,928	2023	0	3382	3551	3728	3915	4111	4316	4532	4759	4997	5246	5509	5784	6073	6377	6696
DRIVEWAY																		
- Maintain pavers 5% of total	\$2,127	2026	3	660	1353	2080	2844	3627	4419	5211	6003	6795	7587	8379	9171	9963	10755	11547
- Maintain carport roof fixings/flashing	\$1,688	2030	4	287	589	906	1239	1588	1955	2340	2744	3148	3562	3986	4419	4861	5313	5785
- Maintain concrete driveway 2% of total	\$7,057	2032	4	1005	2061	3169	4333	5555	6838	8185	9600	11085	12645	15266	17941	20671	23456	26297
- Maintain/repaint bollard	\$125	2028	10	27	55	85	117	149	184	24	49	75	102	131	162	194	227	262
- Provision to replace individual garage doors in 27 years (partial accrual) 20%	\$19,246	2037	3	2040	4181	6430	8791	11270	13874	16607	19477	22490	25655	28977	32466	36129	39975	44013
- Repaint line marking	\$1,418	2024	7	839	1720	297	609	937	1281	1642	2022	2420	418	857	1318	1803	2311	2845
- Replace traffic mirrors	\$350	2028	6	76	156	239	327	419	516	102	208	320	438	561	691	826	966	1111
- Provision to maintain/replace wheel stops	\$701	2030	8	119	245	376	515	660	812	972	1140	176	362	556	760	974	1200	1436
- Provision to maintain/replace speedhumps	\$520	2032	5	74	152	234	319	409	504	603	708	817	932	1052	1177	1307	1442	1582
- Repaint carport posts	\$9,004	2028	10	1951	4000	6152	8411	10783	13273	1719	3524	5419	7409	9498	11692	13995	16414	18953

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
EXTERNAL WORKS																		
- Provision to replace bin enclosure roller doors in 25 years (partial accrual) 33%	\$1,671	2037	5	177	363	558	763	979	1205	1442	1691	1953	2228	2516	2819	3137	3471	3822
- Maintain common pipework	\$3,039	2029	6	578	1184	1821	2490	3192	3930	4704	927	1900	2921	3994	5120	6303	1242	2546
- Ongoing partial maintenance of pathways 2% of total	\$2,492	2026	3	773	1585	2437	3332	1223	2508	3857	1416	2903	4465	1640	3361	5169	0	0
FENCING																		
- Replace cyclone/mesh fencing in 25 years	\$960	2047	30	75	154	236	323	414	509	610	715	826	942	1064	1192	1327	1468	1616
- Provision to replace timber fencing/gates in 19 years (partial accrual) 20%	\$5,970	2037	1	633	1297	1994	2727	3496	4303	5151	6041	6976	7958	8988	10070	11206	12399	13652
- Repaint boundary walls/fencing	\$1,008	2028	10	218	448	689	942	1207	1486	192	394	607	829	1063	1309	1567	1837	2122
- Provision to replace composite wood fencing/gates in 27 years (partial accrual) 20%	\$3,264	2037	3	346	709	1090	1491	1911	2353	2816	3303	3814	4351	4914	5506	6127	6779	7464
FURNITURE & FITTINGS																		
- Maintain signage	\$1,126	2032	15	160	329	506	691	886	1091	1306	1531	1768	2017	194	398	613	838	1074
- Provision to replace mail boxes in 19 years (partial accrual) 20%	\$1,344	2037	1	142	292	449	614	787	969	1160	1360	1570	1791	2023	2267	2523	2791	3073
- Ongoing partial replacement of exterior lighting	\$490	2024	2	290	594	320	655	352	722	388	796	428	877	472	967	520	1066	573
LANDSCAPING																		
- Maintain irrigation system/controllers	\$1,950	2029	12	371	760	1169	1598	2048	2521	3018	340	698	1073	1467	1881	2316	2772	3251

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
ROOF																		
- Provision to replace guttering in 27 years (partial accrual) 20%	\$4,331	2037	3	459	941	1447	1978	2536	3122	3737	4383	5061	5773	6521	7306	8130	8995	9904
- Maintain metal roof fixings/flashings	\$2,814	2030	4	479	982	1510	2064	2646	3257	3899	4573	1290	2644	4065	5558	1567	3213	4941
- Provision to replace down pipes in 27 years (partial accrual) 20%	\$4,254	2037	3	451	924	1421	1943	2491	3067	3671	4305	4971	5671	6405	7176	7986	8836	9729
- Provision for partial balcony membrane replacement 10% of total	\$6,871	2033	3	910	1865	2869	3922	5028	6189	7409	8689	10033	11445	12927	4747	9731	14965	5495
RECREATION AREA																		
- Repaint structure	\$4,502	2028	10	976	2000	3076	4205	5391	6636	859	1762	2709	3704	4749	5845	6997	8206	9476
- Provision to replace outdoor furniture in 19 years (partial accrual) 20%	\$1,114	2037	1	118	242	372	509	652	803	961	1128	1302	1485	1678	1879	2092	2314	2548
- Provision to replace BBQ's in 10 years	\$5,628	2032	15	802	1643	2527	3455	4430	5453	6527	7655	8839	10083	971	1991	3062	4187	5367
- Replace shade cloth	\$900	2027	12	229	469	721	986	1264	143	292	449	614	788	970	1161	1361	1572	1793
TOTAL ACCRUALS				49535	99234	152497	202230	260215	69846	103979	145349	196853	219660	267983	325871	381845	422969	398891

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

REPORT INFORMATION

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

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

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

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

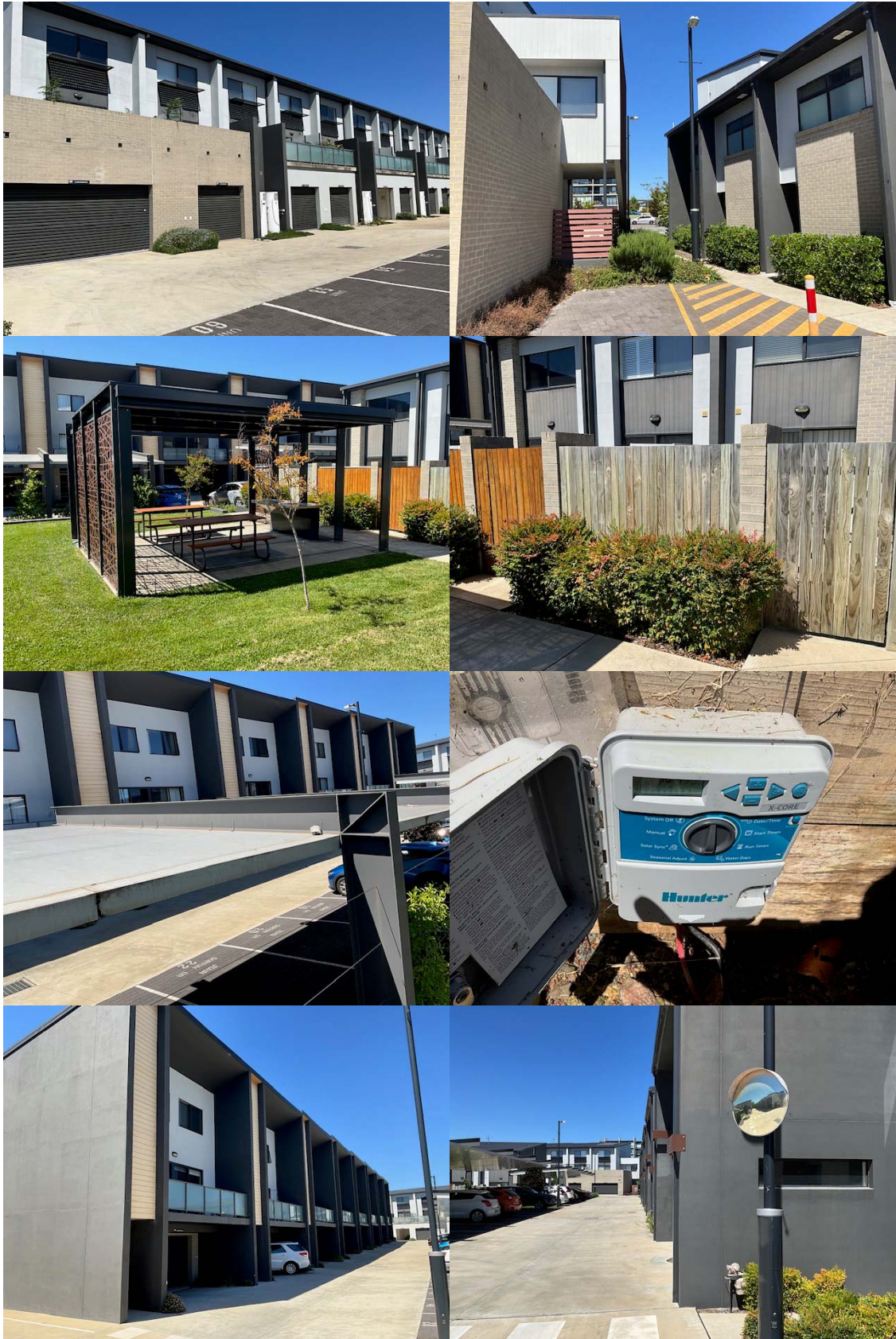
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

AREAS NOT INSPECTED

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





Energy Efficiency Report



FirstRate Report

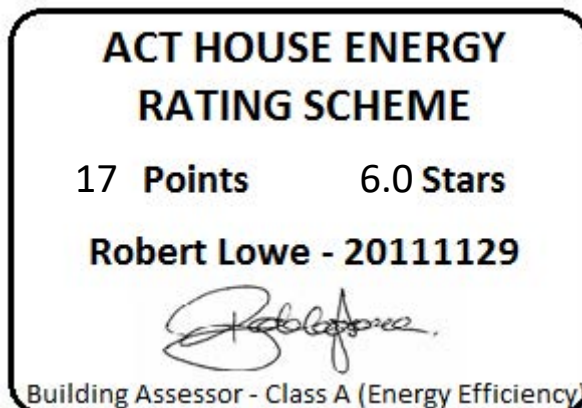


YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 17 POINTS**

Name: Tran **Ref No:** 69018

House Title: Unit 44 Block 2 Section 12 COOMBS **Date:** 09-04-2026

Address: 17 Harold White Avenue, Coombs ACT 2611



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	17											
Potential	24											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 7

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	17	★★★★★★
-----------------------	----	--------

Largest windows in the dwelling;

Direction : North West

Area : 11 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	17	★★★★★★
2. North	26	★★★★★★
3. North East	23	★★★★★★
4. East	15	★★★★★☆
5. South East	11	★★★★★★
6. South	9	★★★★★★
7. South West	4	★★★★★☆
8. West	3	★★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 44 Block 2 Section 12 COOMBS, 17 Harold White Avenue, Coombs ACT 2611,

Assessor's Name:

Net Conditioned Floor Area: 82.1 m²

		Points				
Feature		Winter	Summer	Total		
CEILING		13	0	13		
Surface Area:	7	Insulation: 9				
WALL		-10	-3	-13		
Surface Area:	-12	Insulation: 5		Mass: -6		
FLOOR		5	0	5		
Surface Area:	4	Insulation: -2		Mass: 3		
AIR LEAKAGE (Percentage of score shown for each element)		5	0	4		
Fire Place	0 %	Vented Skylights		0 %		
Fixed Vents	0 %	Windows		37 %		
Exhaust Fans	35 %	Doors		13 %		
Down Lights	0 %	Gaps (around frames)		14 %		
DESIGN FEATURES		0	0	0		
Cross Ventilation	0					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss		0		
WINDOWS		0	-13	-13		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NW	11	13%	-24	24	-13	-13
Total	11	13%	-24	24	-13	-13

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 0 points

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	13	-16	17*

* includes 20 points from Area Adjustment

Detailed House Data

House Details

ClientName Tran
HouseTitle Unit 44 Block 2 Section 12 COOMBS
StreetAddress 17 Harold White Avenue, Coombs ACT 2611
FileCreated 09-04-2026
Comments

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	12.3m ²
2	Timber	Enclosed	No	No	No	Carp	R0.0	25.2m ²
3	Timber	NA	Yes	No	No	Tiles	R0.0	1.0m ²
4	Timber	NA	Yes	No	No	Carp	R0.0	11.3m ²
5	Timber	Open	No	No	No	Tiles	R0.0	2.0m ²
6	Timber	NA	Yes	No	No	Carp	R0.0	32.5m ²
7	Timber	NA	Yes	No	No	Tiles	R0.0	3.8m ²
8	Timber	Open	No	No	No	Carp	R0.0	2.0m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Framed: FC Sheet Clad	No	R2.0	3.2m	2.4m
2	Brick Veneer	No	R2.0	4.3m	2.4m
3	Framed: Metal Clad	No	R2.0	2.0m	2.4m
4	Weatherboard	No	R2.5	5.0m	2.4m
5	Brick Veneer	No	R2.0	4.7m	2.4m
6	Weatherboard	No	R2.0	4.7m	2.4m
7	Framed: Metal Clad	No	R2.0	9.3m	2.4m
8	Framed: FC Sheet Clad	Yes	R0.0	9.4m	2.4m
9	Framed: Metal Clad	No	R2.0	15.3m	2.4m
10	Framed: FC Sheet Clad	No	R2.0	7.5m	2.4m
11	Brick Veneer	No	R2.0	0.7m	2.5m
12	Framed: FC Sheet Clad	Yes	R0.0	4.0m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
2	Attic - Low Ventilation	No	Yes	R5.0	40.4m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	NW	2.0m	2.4m	No	SG	ALIMPR	HB	No	0.4m	0.4m	0.3m
2	NW	1.2m	2.4m	No	SG	ALIMPR	HB	No	0.3m	0.3m	0.4m
3	NW	1.2m	2.4m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	NW	2.0m	2.4m	0.0m	0.0m	0.0m	0.0m	3.3m	0.9m	0.9m	0.9m
2	NW	1.2m	2.4m	0.0m	0.0m	0.0m	0.0m	3.0m	1.0m	0.0m	0.0m
3	NW	1.2m	2.4m	0.0m	0.0m	0.0m	0.0m	0.8m	0.1m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location Suburban
Is there More than One Storey ? Yes
Is the Stairwell Separated by Doors ? No
Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

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

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

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

Date Issued: 28 March 2025

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Sharon Tran
17 Harold White Ave
COOMBS ACT 2611
AUSTRALIA

Invoice Date
25 Mar 2026

Invoice Number
INV-69018

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Energy Efficiency Report	1.00	348.26	10%	348.26
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 16 Apr 2026

Payment Terms: 7 Day Account

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

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Sharon Tran
17 Harold White Ave
COOMBS ACT 2611
AUSTRALIA

Payment Date
1 Apr 2026

Sent Date
2 Apr 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
-----------------------	---------------

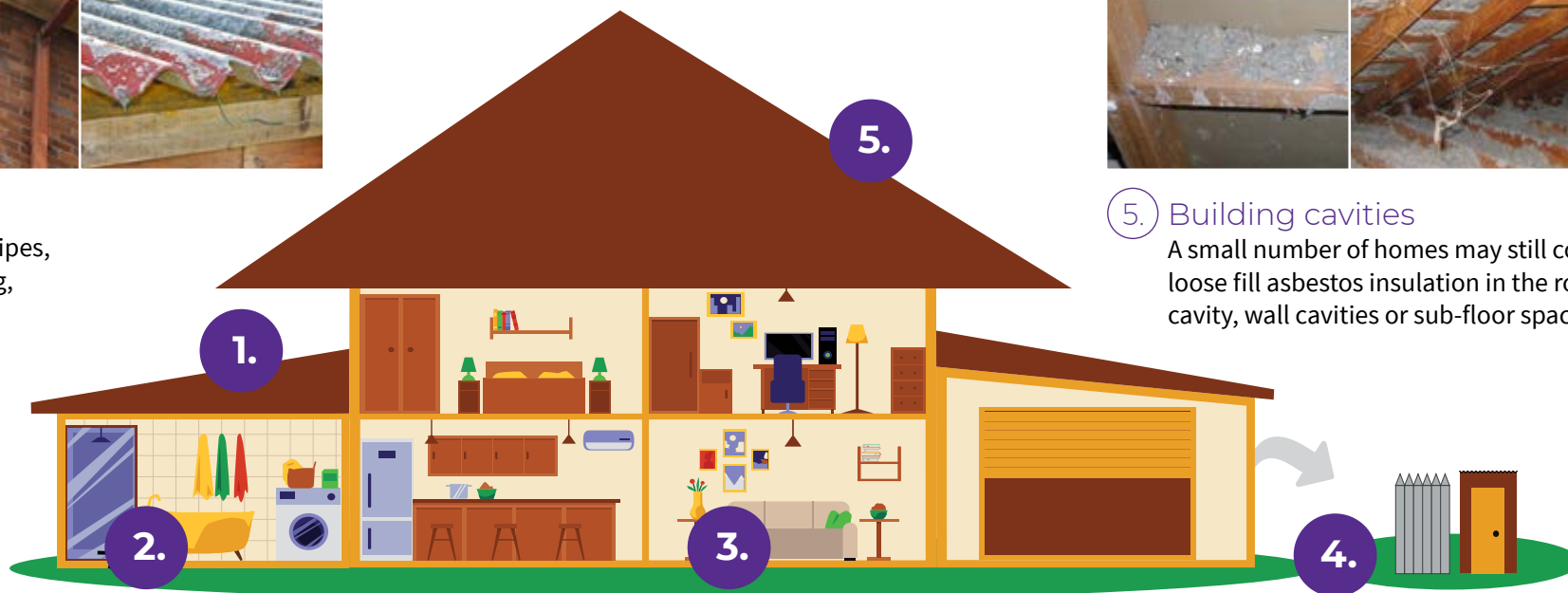
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
25 Mar 2026	INV-69018	Payment - INV-69018 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

If a home was built before 1990 it may contain dangerous asbestos material

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



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



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



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



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

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

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

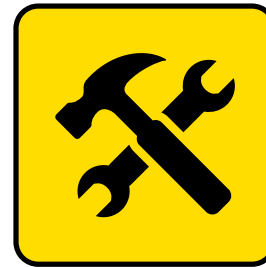
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



Manage asbestos safely

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

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