

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 8	UP No. 2270	Block 27	Section 78	Division/District GRIFFITH
	and known as 8/55 Stuart Street, Griffith					
<b>Seller</b>	Full name	Haralambos Prinos				
	ACN/ABN					
	Address	13 Botanic Lane, Allenby Gardens, SA 5009				
<b>Seller Solicitor</b>	Firm	Mills Oakley				
	Email	<a href="mailto:kcross@millsoakley.com.au">kcross@millsoakley.com.au</a>				
	Phone	02 6196 5200	Ref Karen Cross			
	DX/Address	GPO Box 724, Canberra ACT 2601				
<b>Stakeholder</b>	Name	Hive Property (ACT) Pty Ltd				
<b>Seller Agent</b>	Firm	Hive Property (ACT) Pty Ltd				
	Email	<a href="mailto:samanthal@hiveproperty.co">samanthal@hiveproperty.co</a>				
	Phone	02 6182 1802	Ref Samantha Linsdell			
	DX/Address	Level 1/4 Campion, Deakin, ACT 2600				
<b>Restriction on Transfer</b>	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				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	Fixed floor coverings, light fittings, and window treatments, as inspected.				
<b>Date for Registration of Units Plan</b>	N/A					
<b>Date for Completion</b>	On or before 30 days from the date herein.					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN:		PEXA	
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
<b>Residential Withholding Tax</b>	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)
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No		<input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?			<input checked="" 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.

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

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

<b>Seller signature</b>	<b>Buyer signature</b>
Seller witness name and signature	Buyer witness name and signature

## Seller Disclosure Documents

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

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

### If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

### Tenancy Summary

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

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

Name	LJ Hooker Strata	Phone	02 6249 7700
Address	1 <sup>st</sup> Floor, 182-200 City Walk, Canberra ACT 2601		

## 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.

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

**Deposit** means the deposit forming part of the Price;

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

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

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

**Disclosure Statement** has the meaning in the Property Act;

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

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

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

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

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

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

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

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

**Income** includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

**Legislation Act** means the *Legislation Act 2001*;

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

**Lot** has the meaning in the Community Title Act;

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

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

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

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

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

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

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

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

## 2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

### 3. Title to the Lease

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

### 4. Restrictions on transfer

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

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

### 5. Particulars of title and submission of transfer

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

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

**ELN** has the meaning given in the Participation Rules;

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

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

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

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

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

**Nominated ELN** means the ELN specified in the Schedule;

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

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

#### 14. Off the plan purchase and Compliance Certificate

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### 17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
  - (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
  - (d) the decision of the arbitrator is final and binding;
  - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
  - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
  - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
  - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 18. Notice to Complete and Default Notice

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

## 19. Termination — Buyer default

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

\* Alter as necessary

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

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

## 20. Termination – Seller default

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

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

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

## 21. Rescission

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

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

## 22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

## 23. Foreign Buyer

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

- 23.2 This clause is an essential term.

## 24. GST

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

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

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

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

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

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

## 25. Power of attorney

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

## 26. Notices claims and authorities

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

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

## 27. Unit title

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

## 28. Definitions and interpretation

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

## 29. Title to the Unit

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

## 30. Buyer rights limited

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

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 34. Damage or destruction before Completion

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

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

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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

### 37. Unregistered Units Plan

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

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

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

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

### 38. Rescission of Contract

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

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

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

## 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

## 40. Community title

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

## 41. Definitions and interpretation

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

## 42. Buyer rights limited

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

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

## 43. Adjustment of contribution

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

## 44. Inspection of property

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

## 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

#### 46. Incomplete development of Community Title Scheme

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

#### 47. Incomplete development of Lot

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

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

#### 48. Required first or top sheet

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

#### 49. Notice to Community Title Body Corporate

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

#### 50. Section 56 Certificate

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

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

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
  - 52.5.1 not paid on time and in accordance with clause 52.3; or
  - 52.5.2 paid by cheque and the cheque is not honoured on first presentation,

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

## 53. Residential Withholding Tax

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

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

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

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

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

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

\* Alter as necessary

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

Unit 8 UP No. 2270  
Block 27 Section 78 Griffith  
8/55 Stuart Street, Griffith ACT 2603

**1 Interpretation**

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- (a) For the avoidance of doubt, the printed terms of the standard ACT Law Society Contract 2024 (**General Conditions**) apply to this Contract.
- (b) To the extent of any inconsistency between these special conditions and the General Conditions, these special conditions override the General Conditions.

**2 Amendment to General Conditions**

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2.1 The General Conditions of this Contract (clause 1-53 inclusive) are amended as follows:

- (a) the words “or in cash (up to \$3,000.00)” are deleted from clause 2.3;
- (b) clauses 6.1, 12.1.5, 33.1.1 to 33.1.7 (inclusive) and 33.4 are deleted
- (c) clause 14 is deleted;
- (d) a new clause 18.12 is added to clause 18 as follows:

*“18.12 Each time a Notice to Complete is served by the Seller in accordance with this clause:*

  - (a) the Seller may unilaterally withdraw extend the time and date by which to complete the Contract as specified in the Notice to Complete; and*
  - (b) the Seller may unilaterally withdraw the Notice to Complete, by written notice to the Buyer in the Seller’s absolute discretion and with or without the Buyer’s consent.”*
- (e) the words ‘the date 7 days after’ are deleted from clause 22.1.2.

**3 Whole Contract**

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- (a) The Buyer acknowledges that the Buyer does not rely upon any warranty or representation made by the Seller, any agent or other person on behalf of the Seller except those set out in this Contract but has relied entirely upon the Buyer’s own enquiries and inspection of the Property.
- (b) The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.
- (c) Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary art work), except as set out in this agreement.

**4 Condition of Property**

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**4.1 Reliance on own inspections and enquiries**

The Buyer warrants to the Seller that, as a result of the Buyer's inspections and enquiries concerning the Property, the Buyer is satisfied with the condition, quality and state of repair of the Property (including the quantity of any Goods not otherwise specified) and accepts the Property as it is and subject to any defects, need for repair or infestation.

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**4.2 Compliance with laws and regulations**

- (a) The Buyer acknowledges that the improvements on the Property may be subject to or require compliance with current building regulations, by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed.
- (b) A failure to comply with any such regulations or laws will not constitute a defect in the Seller's title. The Buyer indemnifies and keeps indemnified the Seller on or after the day of sale in respect of all orders or requirements under the building regulations.

**4.3 No representation or warranty as to contamination**

The Buyer acknowledges that the Seller has not made nor shall be construed as having made any representation or warranty that the Property is free of contamination. The Buyer acknowledges having made its own enquiries and investigations as to the environmental state of the Property and the Buyer relies entirely on the result of its investigations and on its own judgement in entering into this Contract.

**4.4 No claim or requisition**

- (a) The Buyer will not make a claim or requisition or delay settlement of this transaction or rescind or terminate this Contract because of:
  - (i) any matter that was capable of discovery by or on behalf of the Buyer or was or should have been within the knowledge of the Buyer as a result of the Buyer's inspections and enquiries;
  - (ii) any omission or mistake in the description, measurements or area of the Property;
  - (iii) any encroachment by or on the Property;
  - (iv) any need to erect new fencing on correct boundaries or to dismantle existing fencing;
  - (v) any loss, damage, need for repair relating to the Property; or
  - (vi) the requirements of a statutory authority made on or after the Date of this Contract.

**5 Death, Mental Illness, Liquidation, etc.**

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- (a) Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Seller at law or in equity had this clause not been included, should either party, or either of them where more than one party makes up a party, prior to completion, die or become mentally ill, then either party can rescind by serving notice in writing on the other party's solicitor and the provisions of Clause 21 will apply.
  - (b) Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Seller at law or in equity had this clause not been included, should the Buyer, or either of them where the Buyer consists of more than one party, prior to completion, be declared bankrupt, has an administrator appointed, or enter into any scheme or make an assignment for the benefit of creditors, then the Seller may terminate this contract by serving notice in writing on the Buyer Solicitor and the provisions of Clause 19 will apply.
-

**6 Adjustments**

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If Completion does not occur by the Date for Completion as provided for in this Contract for Sale, and the fault for the delay is solely that of the Buyer, then the parties agree that the adjustment of all Land Charges as detailed in clause 8.1.1 of the General Conditions be made from the Date for Completion and not the date of actual Completion.

**7 Non-Merger of Moneys Due**

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The Buyer agrees that their obligations in relation to payment of any moneys due under this Contract for Sale shall not merge on Completion.

**8 Keys**

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Upon Completion the Seller will provide the Buyer with such keys as are necessary for the Buyer to enter the Improvements and all remaining keys to the Improvements which are in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the improvements.

**9 Agents**

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**9.1 Buyer Warranty**

- (a) The Buyer warrants that it was not introduced to the Seller, or the Property by an agent other than the Seller Agent or that anyone else has been the real and effective cause of the Buyer entering into the Contract
- (b) The Buyer indemnifies and agrees to keep indemnified the Seller against any claim by any person other than the Seller Agent for a real estate agent's commission in respect of the sale of the Property.

**10 Caveat**

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The Buyer may not lodge a caveat for registration in respect of the Land prior to Completion.

**11 Release of Deposit on Settlement**

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- (a) If Electronic Transaction is marked "Yes" and the Stakeholder listed on the Schedule is not the Mills Oakley Lawyers Law Practice Trust Account, then this special condition 11 shall apply.
  - (b) Upon written notice from the Seller to the Buyer and the Seller Agent (which states the notice is given pursuant to this special condition 11), the Seller Agent is authorised and directed to transfer so much of the Deposit which exceeds the Seller Agent's costs and commission to the Mills Oakley Lawyers Law Practice Trust Account who shall hold that portion of the deposit as Stakeholder to be dealt with in accordance with this special condition and otherwise in accordance with the terms of the Contract
  - (c) If notice is given in accordance with special condition 11(b), then the portion of the Deposit transferred to the Mills Oakley Lawyers Law Practice Trust Account may be authorised as Vendor Source Funds for the purpose of the Electronic Workspace. The parties acknowledge that funds will be released from trust on Completion as part of the disbursement of funds within the Electronic Workspace.
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**12 Guarantee if the Buyer is a company**

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**12.1 Application and interpretation**

- (a) This clause applies if the Buyer is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- (b) For the purposes of this clause, “**Guarantor**” means each director of the Buyer as at the Date of this Contract.

**12.2 Each director must sign**

If each director of the Buyer has not signed this clause as a Guarantor, the Seller may terminate this Contract by serving a notice, but only within 14 days after the Date of this Contract.

**12.3 Guarantee and indemnity**

- (a) In consideration of the Seller entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Seller:
    - (i) payment of all money payable by the Buyer under this Contract; and
    - (ii) the performance of all of the Buyer's other obligations under this Contract.
  - (b) The Guarantor:
    - (i) indemnifies the Seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
    - (ii) must pay on demand any money due to the Seller under this indemnity.
  - (c) The Guarantor is jointly and separately liable with the Buyer to the Seller for:
    - (i) the performance by the Buyer of its obligations under this Contract; and
    - (ii) any damage incurred by the Seller as a result of the Buyer's failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
  - (d) The Guarantor must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller's exercise or attempted exercise of any right under this clause.
  - (e) If the Seller assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
  - (f) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
    - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
    - (ii) the release or discharge of any person;
    - (iii) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantor or any other person;
-

- (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
- (v) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (vi) the winding up of the Buyer.
- (g) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (h) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (i) This clause operates as a deed between the Seller and the Guarantor.

EXECUTED by: _____ )	
_____ )	
Name of <b>DIRECTOR</b>	Signature of <b>DIRECTOR</b>
In the presence of:	
_____	_____
Witness - Signature	Witness – Print name

EXECUTED by: _____ )	
_____ )	
Name of <b>DIRECTOR</b>	Signature of <b>DIRECTOR</b>
In the presence of:	
_____	_____
Witness - Signature	Witness – Print name

**Volume 1665 Folio 58 Edition 9**

**AUSTRALIAN CAPITAL TERRITORY  
TITLE SEARCH**

**LAND**

Griffith Section 78 Block 27 on Deposited Plan 1372 with 16 units on Unit Plan 2270

Unit 8 (Class A) entitlement 70 of 1000, 3 subsidiaries

Lease commenced on 10/07/2003, terminating on 03/09/2097

**Proprietor**

HARALAMBOS PRINOS

57 CRITTENDEN ROAD, FINDON SA 5023

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
10/10/2024	3343281	Mortgage to COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

***End of interests***

**AUSTRALIAN CAPITAL TERRITORY  
TITLE SEARCH**

**LAND**

Griffith Section 78 Block 27 on Deposited Plan 1372 with 16 units on Unit Plan 2270

Lease commenced on 10/07/2003, terminating on 03/09/2097

**COMMON PROPERTY**

**Proprietor**

The Owners - Units Plan No 2270

LJ Hooker Strata ACT, Level 1, 182-200 City Walk, Canberra City ACT 2601

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
22/11/2007	1554163	Application to Note Special Resolution
08/11/2011	1769174	Application to Correct the Register - Refer Instrument
08/12/2014	1946688	Application to Note Special Resolution
15/06/2022	3166973	Application to Note Special Resolution
13/01/2025	3359695	Application to Note Special Resolution - Refer Instrument

***End of interests***



1554163



**SR**  
Form 094

**SPECIAL RESOLUTION**

PROPERTY BODY CORPORATE  
C/O BOX 1539  
CANBERRA Box Number: 2601

**PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C/WLTH)) OVERLEAF**

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol: Fol	District/Division	Section	Block
1665: 50	GRIFFITH	78	27

2. UNITS PLAN NUMBER

UNIT PLAN 2270

3. DETAILS OF AMENDMENT

ADDITIONAL ARTICLE 13

4. SUPPORTING DOCUMENTATION

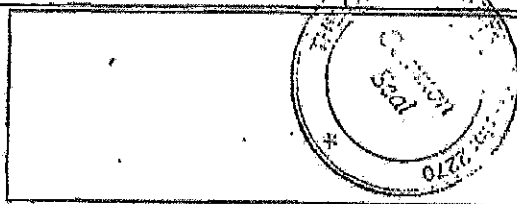
Sealed copy of Minutes of Meeting  
 Sealed copy of Resolution / Motion

5. DATE

5TH NOVEMBER 2007

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by  
Affixed in the presence of



By being signed by:

Signature: *Lorraine Henderson*  
Full Name (Block Letters): LORRAINE HENDERSON  
Address: 38 LONGSTAY VILLAGE SYMONSTON  
Office Held: BODY CORPORATE MANAGER

Signature: *Geraldine Jones*  
Full Name (Block Letters): GERALDINE JONES  
Address: 37 HANRAHAN CRESCENT DUNLOP  
Office Held: ADMINISTRATION OFFICER

7. OFFICE USE ONLY

Lodged by	<i>cont</i>	Certificates Lodged	
Data Entered by	<i>W</i>	Attachments Lodged	ANNEXURE
Examined by		Certificate of Title Lodged	N/A
Registered by	<i>[Signature]</i>	Registration Date	22 NOV 2007

MINUTES OF AN ANNUAL GENERAL MEETING  
UNITS PLAN 2270  
'ASPREY', 65 STUART STREET, GRIFFITH

- Held:** Wednesday 31 October 2007 at 5.30pm  
Independent Body Corporate, 1<sup>st</sup> Floor, Ethos House, 28 - 36 Ainslie  
Avenue, Canberra City, ACT
- Present:** Ms J Rolff (Unit 6), Mr G Schier (Unit 12) and Mrs L Keane (representing  
Independent Body Corporate)
- Chair:** J Rolff chaired the meeting
- Apologies:** Mr & Mrs G McClure (Unit 3), Mr D Jordan - Carrycane Pty Limited (Unit 5),  
Ms L Cornish (Unit 12)
- Proxies:** Carrycane Pty Limited (Unit 5), Mr J Davis (Unit 7), Nantucket Holdings Pty  
Limited (Unit 10), Mr D & Mrs B Fisher (Unit 11), Mr A Sieve (Unit 13)  
appointed the Chair, Doma Constructions Pty Limited (Unit 16) appointed IPG.
- Quorum:** A quorum was met and meeting proceeded.

**Minutes of the Previous Annual General Meeting:**

The minutes of the previous Annual General Meeting of 26 October 2006 had been distributed to owners.

- MOTION 1:** It was resolved that the minutes of the previous Annual General Meeting be  
accepted. CARRIED

**Business Arising from the Minutes**

Nil

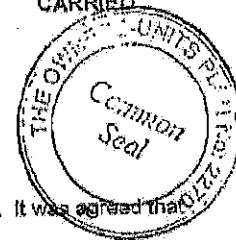
**Insurance:**

The Managing Agent advised that the current building cover is \$8,480,000.00. It was agreed that  
the cover be increased annually as suggested by the insurer.

**Financial Reports:**

The Managing Agent read through the financial statements. The financial statements show a  
balance of \$1,578.99 in the Administration Fund and \$30,238.87 in the Sinking Fund.  
Current cheque account balance is \$27,478.26 with Accounts Receivable (levies in arrears less  
levies paid in advance) of \$4,341.60. The Managing Agent explained that letters had been sent  
to the three Unit Owners in arrears (Units 2, 5 & 10) with Unit 10 now owing \$40.77 with the  
Accounts Receivable showing \$2,691.96 as at today's date. The owner of Unit 5 had contacted  
the Managing Agent advising that the Property Manager of the unit held the responsibility to pay  
levies. The Managing Agent followed this up and was advised that the levies would be paid in  
full. A third and final letter will be sent to the owner of Unit 2 on 14 November 2007.

- MOTION 2:** It was moved G Schier, seconded J Rolff that the financial reports be  
accepted as presented. CARRIED



**Budget Debate:**

The Managing Agent read through the Proposed Budget. It was agreed that the following changes be made:

6-2000 Electricity – reduced to \$2,150.00

6-3130 Gardening Services – reduced to \$5,000.00

6-8300 Trade Waste – increased to \$5,500.00 (to cover the increase in waste services cost)

These changes do not reflect change to the Proposed Budget.

**MOTION 3: Special Resolution:** It was moved J Rolff, seconded G Schier that the proposed budget of \$38,000.00 Administration Fund and \$17,000.00 Sinking Fund be accepted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 October 2007, and to be contributed in accordance with the unit entitlements and at six monthly, being 1 December and 1 June  
**CARRIED**

**Appointment of Managing Agent:**

**MOTION 4:** It was moved G Schier, seconded J Rolff that independent Body Corporate be appointed managing agent until the next annual general meeting.  
**CARRIED**

**Addition to Articles:**

The Managing Agent explained that by adopting this Article Change, it was formalising the process already in place and was not only for debt recovery but for all legal costs.

**MOTION 5: Special Resolution:** It was moved J Rolff, seconded G Schier that the following clause be inserted into the Articles of the Owners Corporation as Article 13:

- 1.1 If an Owner's Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owner's Corporation the amount of the legal fees or other costs incurred by the Owner's Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- 1.2 The Unit holder agrees that any monies which are payable pursuant to Clause 1.1, shall be a debt enforceable by the Owner's Corporation against the Unit holder.
- 1.3 The legal fees and other costs payable in accordance with Clause 1.1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owner's Corporation. For the avoidance of doubt any legal fees or other costs incurred by the Owner's Corporation which can not be evidenced by a written invoice as due and payable shall not form part of an will not be recoverable against in accordance with Clause 1.1.

**CARRIED**

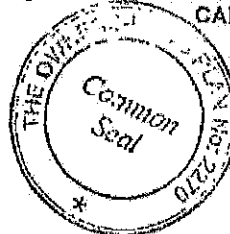
**Election of Committee:**

Dale Jordan, Jane Rolff and Lisa Cornish

**General Business:**

**Render Repair Work**

The Managing Agent advised that a further quote had been received to carry out the necessary repairs to the cracked render throughout the building as was requested by a Unit Owner. The quote was received today from Canberra Painting Services. The meeting agreed that as the work quoted in the second quote does not compare to the first quote, the Managing Agent is to arrange for the quote to be amended so a correct comparison can be made. It was agreed that in the



event of the subsequent quote being similar in price, the Managing Agent is to engage their services.

**Quotes**

An owner had requested by e-mail that the Managing Agent be directed to obtain at least two quotes for any expenditure in excess of \$500.00. The meeting agreed that a \$500.00 ceiling was unreasonable and two quotes be obtained if the expenditure exceeds \$2,500.00.

**External Painting of Complex**

Canberra Painting Services had submitted a quote to paint the external areas of the complex. The quote shows at today's indicative prices being \$51,590.00. The meeting agreed that 2 further quotes be obtained in June 2008 with the quote submitted by Canberra Painting Services being amended at the same time to show any increase in cost with the overview of carrying out the major painting work in Spring 2008. If the major painting work was agreed to, a General Meeting would be called to raise a 'one off' Special Levy to supplement the funds held in the Sinking Fund.

Meeting closed at 6.35pm





LA  
OFFICE OF REGULATOR  
Department of Justice and Comm



CR\$1769174 27/10/2011 14:29:15 SKIPD

1769174

APPLICATION TO  
CORRECT THE REGISTER



Form 004 - CR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Clayton Utz Lawyers	GPO Box 1940, Canberra ACT 1601	(02) 6279 4000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1665:50 1665:66	Griffith	78 78	27 27	16

APPLICANT/S (Provide Full Name, Surname Last)	FULL POSTAL ADDRESS (including postcode)
Alfonso del Rio	GPO Box 1940 Canberra ACT 2601

CAPACITY OF APPLICANT/S (tick whichever is applicable)

Registered Proprietor/s or 
  Legal Practitioner or 
  Mortgagee in Mortgage No  
 Executor or 
  Other (please state)

NAME AND ADDRESS OF REGISTERED PROPRIETOR/S (Complete where the Applicant is NOT a registered proprietor)

Ivan Properties Pty Limited ACN 008 596 165

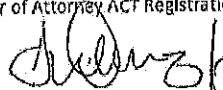

REASON FOR CORRECTION (Please provide clear instructions/details as to the proposed correction to the register)



The registered proprietor of the said folio requests the Units Plan be corrected to describe the area of Unit 16 as 134 square meters, as a drafting error was made by John W. Foxlee (registered surveyor) which incorrectly describes an area of 114 square meters in relation to Unit 16 in Units Plan 2270.



SUPPORTING DOCUMENTS (the following documents are required in support of this application)

Statutory Declaration/s (from all parties affected by the correction)  
 Contract for Sale (if required)  
 Other (please specify)

DATE
11 October 2011

CONSENT	
Print full name of person consenting and the capacity under which consenting (eg, Registered Proprietor) IVAN PROPERTIES PTY LTD by its attorney JURE DOMAZET pursuant to Power of Attorney ACT Registration No. 0132542 	Print full name and address of witness  Alfonso del Rio Level 8, 40 Marcus Clarke St Canberra ACT 260
Signature or common seal of Consenting Party	Signature of witness

APPLICANT'S EXECUTION	
Print full name of Applicant Alfonso del Rio 	Print full name and address of witness Edwina Elizabeth Renshaw Level 8 40 Marcus Clarke St Canberra ACT 2601 
Signature or common seal of Applicant	Signature of witness

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	Stat Dees Consols
Registration date	- 8 NOV 2011	Production number	1766960

**Australian Capital Territory**  
**Statutory Declaration**  
**Statutory Declarations Act 1959**

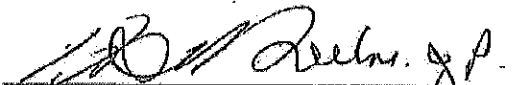
I, **John Foxlee** of, 42 Yiman Street, Waramanga ACT 2611, registered surveyor, make the following declaration under the Statutory Declarations Act 1959:

1. I am the surveyor who prepared the Units Plan 2270 over Block 27 Section 78 Griffith.
2. Unit 16 in Units Plan 2270 is described with an area of 114 square metres. This was a drafting error at the time of preparing this units plan and the correct area is 134 square metres.
- ~~3. When the plan was checked prior to lodgement this drafting error was not identified.~~

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959 (Cth), and I believe that the statements in this declaration are true in every particular.

  
\_\_\_\_\_  
Signature of declarant

Declared at **QUEANBEYAN** on the **29<sup>th</sup>** day of **SEPTEMBER** 2011.  
Before me:

  
\_\_\_\_\_  
Signature of person before whom the declaration is made

**RICHARD PEERS** JUSTICE OF THE PEACE  
Full name, qualification and address of person before whom the declaration is made **NSW 121912**  
**95 MONARO ST**  
**QUEANBEYAN NSW 2620**

Ground Floor  
21-23 Marcus Clarke Street  
Canberra ACT 2600

GPO Box 449  
Canberra ACT 2601  
www.colliers.com.au

TEL: +61 2 6226 7313  
FAX: +61 2 6257 2907  
EMAIL: +61 413 122 877  
paul.powderly@colliers.com



11 July 2011

The Minister  
ACT Planning and Land Authority  
16 Challis Street  
DICKSON ACT 2600

Dear Sir/Madam

**Units Plan 2270  
Block 27 Section 78, Griffith, ACT**

We refer to correspondence from Clayton Utz lawyers to provide an updated schedule of units entitlements for the abovementioned project following an amendment required due to an error identified in respect to Unit 16:

The original Units Plan showed the commercial space as having an area of 114 square metres when in fact it was 134 square metres.

Colliers International provided the unit entitlements in 2003 based on the improved values of the apartments and commercial space:

In our assessment of value we noted that the Crown Lease allowed a maximum GFA for Unit 16 of 140 square metres and the value apportioned reflected the unit area on the building plans not the incorrect area on the Units Plan.

Therefore, the entitlements of 2 May 2003 attached are unchanged.

We have included an up to date letter and schedule for your records.

Yours faithfully

.....  
P. J. Powderly, A.A.P.I.  
Certified Practising Valuer  
Director (A.C.T. Division)

Ground Floor  
21-23 Marcus Clarke Street  
Canberra ACT 2600

GPO Box 449  
Canberra ACT 2601  
www.colliers.com.au

TEL +61 2 8295 2319  
FAX +61 2 8257 2337  
MOB +61 413 122 877  
EMAIL pmv.powderly@colliers.com



11 July 2011

The Director  
Planning & Land Authority  
Dame Pattie Menzies House  
16 Challis Street  
DICKSON ACT 2602

Dear Sir/Madam

Block 27 Section 78, Griffith, ACT

I, Paul Powderly of Colliers International Consultancy and Valuation Pty Limited a valuer who is an Associate of the Australian Property Institute, hereby certify that the attached schedule of unit entitlements is reasonable, having regard to the respective values of the units.

Yours faithfully  
Colliers International Consultancy and Valuation Pty Limited

P. J. Powderly, A.A.P.I.  
Certified Practising Valuer  
Director (A.C.T. Division)

Block 27 Section 78, Griffith, ACT  
VC06785  
July 2011



Unit Entitlements on  
Block 27 Section 78, Griffith, ACT

<u>Unit No</u>	<u>Unit Entitlement</u>
1	43
2	56
3	60
4	61
5	47
6	69
7	68
8	70
9	68
10	64
11	70
12	69
13	70
14	63
15	64
10	70
<b>Total</b>	<b>1,000</b>



Colliers International  
Consultancy and Valuation Pty Limited  
ABN 68675648112  
Cooyong Centre  
1-3 Tattersall Street  
Braddon ACT 2612  
Australia  
PO Box 113 Braddon ACT 2612  
Tel 61 2 6257 2121 Fax 02 6257 2937

2 May 2003

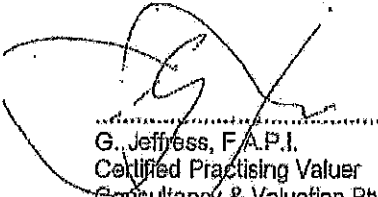
The Director  
Planning & Land Management  
Dame Pattie Menzies House  
16 Challis Street  
DICKSON ACT 2602

Dear Sir/Madam

Block 27 Section 78, Griffith, ACT

I, Graham Jeffress of Colliers Jardine Consultancy and Valuation Pty Limited a valuer who is a Fellow of the Australian Property Institute, hereby certify that the attached schedule of unit entitlements is reasonable, having regard to the respective values of the units.

Yours faithfully  
Colliers Jardine Consultancy and Valuation Pty Limited

  
.....  
G. Jeffress, F.A.P.I.  
Certified Practising Valuer  
Consultancy & Valuation Pty Ltd  
Registered Valuer in N.S.W. No. 3264  
(Without Limitations)

Block 27 Section 78, Griffith, ACT  
May 2003

---

Unit Entitlements on  
Block 27 Section 78, Division of Griffith, ACT

<u>Unit No</u>	<u>Unit Entitlement</u>
1	43
2	56
3	60
4	61
5	47
6	59
7	58
8	70
9	68
10	64
11	70
12	69
13	78
14	63
15	64
16	70
<u>Total</u>	<u>1,000</u>



LAND TITLES  
OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety



**CONSENT TO REGISTER**

Form 042 - C

Land Titles Act 1925 DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

**NOTE** -- Where a Sublessee consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Clayton Utz Lawyers	GPO Box 1940 Canberra ACT 2601	(02) 6279 4000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1665:66	Griffith	78	27	16

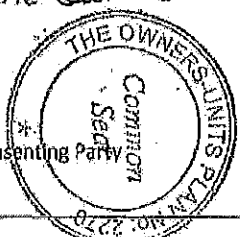

**FULL NAME OF CONSENTING PARTY**  
(Surname Last) (ACN required for all companies)

The Owners - Units Plan 2270

**CONSENT TO REGISTER**  
(Please specify the purpose of this consent and all parties related to the instrument to be registered)

The correction to Units Plan 2270, to correct a drafting error made by John W. Foxlee (registered surveyor) which incorrectly describes an area of 114 square meters in relation to Unit 16. Unit 16 should be corrected to describe the area as 134 square metres.

**EXECUTION**

Print full name of Consenting Party <i>Renetta Alice Miller</i> <i>On behalf of the Owners Corporation</i>	Print full name and address of witness <i>NINA CANNELL</i> <i>91 NORTHBOURNE AVENUE</i> <i>TURNER ACT 2612.</i>
Signature or common seal of Consenting Party 	Signature of witness 
Dated <i>12/9/11</i>	Dated <i>12/9/11</i>

**OFFICE USE ONLY**

Lodged by	Registered by
Data entered by	Registration Date



LAND TITLES  
OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety



**CONSENT TO REGISTER**

Form 042 - C

Land Titles Act 1925

DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

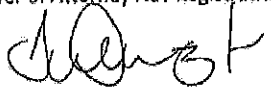

**NOTE** – Where a Subleasee consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to 590 of the *Land Titles Act 1925* and 525(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Clayton Utz Lawyers	GPO Box 1940 Canberra ACT 2601	(02) 6279 4000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1665:66	Griffith	7B	27	16

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)
Ivan Properties Pty Limited ACN 008 596 165

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)
The correction to Units Plan 2270, to correct a drafting error made by John W. Foxlee (registered surveyor) which incorrectly describes an area of 114 square meters in relation to Unit 16. Unit 16 should be corrected to describe the area as 134 square metres.

EXECUTION	
Print full name of Consenting Party IVAN PROPERTIES PTY LTD by its attorney JURE DOMAZET pursuant to Power of Attorney ACT Registration No. 0132542  Signature or common seal of Consenting Party Dated 11 October 2011	Print full name and address of witness  Alfonso del Rio 8/40 Marcus Clarke St Canberra City Signature of witness Dated 11 October 2011

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	



LAND TITLES  
OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety



### CONSENT TO REGISTER

Form 042

Land Titles Act 1925

DEPARTMENT OF JUSTICE & COMMUNITY SAFETY



**NOTE** – Where a Subleasee consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to §90 of the *Land Titles Act 1925* and §25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Clayton Utz Lawyers	GPO Box 1940 Canberra ACT 2601	(02) 6279 4000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1665:66	Griffith	78	27	16

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)
ACT Government as represented by the ACT Planning and Land Authority

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)
The correction to Units Plan 2270, to correct a drafting error made by John W. Foxlee (registered surveyor) which incorrectly describes an area of 114 square meters in relation to Unit 16. Unit 16 should be corrected to describe the area as 134 square metres.

EXECUTION	
Print full name of Consenting Party ACT Government as represented by the ACT Planning and Land Authority   Lyn Tankey  Signature or common seal of Consenting Party  Dated 18 October 2011	Print full name and address of witness MARK TOWART 16 CHALLIS STREET DICKSON ACT 2601   Signature of witness  Dated 18 October 2011

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	



**SPECIAL  
BY OWNERS CO**



03/12/2014 13:04:30 ECONO  
**1946688**

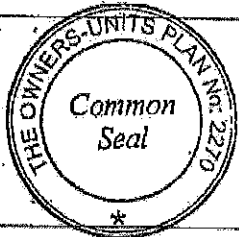
Form 094 - SR

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1665:50	GRIFFITH	78	27	2270

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

Amend rule 11

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>[Signature]</i>	Signature: <i>[Signature]</i>
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held ADMINISTRATION MANAGER	Office Held SENIOR ADMINISTRATION OFFICER

**OFFICE USE ONLY**

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	8 DEC 2014

**MINUTES OF ANNUAL GENERAL MEETING  
UNIT PLAN 2270 – "ASPREY"  
55 STUART STREET, GRIFFITH**

**Held:** On Wednesday, 5th November, 2014 at 4.00pm

**At:** Independent Strata Management, Ground Floor, 91 Northbourne Avenue,  
Turner (cnr. Gould Street)

**Present:** Mr J Potter and Ms L Shaw (by phone) (Unit 8), Mr Gary Woodbridge (Unit 9), Mrs B Fisher  
(Unit 11) Ms L Cornish (Unit 12)  
Mrs L Upton and Ms D Watson representing Independent Strata Management Pty Ltd

**Proxies:** Ms Brooke Pye (Unit 2), Mr L Pleazer (Unit 6) and Ms D Green (Unit 3)

**Apologies:** Nil.

**Chair:** Ms L Cornish was elected chairperson for the meeting.

**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 21 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.*

**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 CHU Insurance Pty Ltd as follows:

Policy No: HU0006043	Due date - 11/07/2015
Building replacement	\$10,231,100
Contents	\$102,311
Public Liability	\$10,000,000
Office Bearers Liability	\$1,000,000
Workers Compensation	In accordance with the Act
Excess	\$500.00
Premium	\$9,176.78



**MOTION 2:** *It was resolved that the Owners Corporation of UP2270 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.*  
1 opposed - 4 in agreement **CARRIED**

**MOTION 3:** *It was resolved that the Owners Corporation, of UP2270 increase Office Bearers Insurance cover to \$5,000,000.* **CARRIED**

**MOTION 4:** *It was resolved that the Owners Corporation of UP2270 authorise the Strata Manager to obtain an insurance valuation in consultation with the Executive Committee and adjust the building insurance in accordance with the valuation.* **CARRIED**

**Secretarial Note** – the Strata Manager confirms the cost of the insurance valuation will be \$535.00

**FINANCIAL REPORT**

The financial report had been circulated to all owners. The financial statements showed a balance of \$8,151,31 in the Administrative Fund and a balance of \$88,347.58 in the Sinking Fund. The balance of the Cheque Account is \$96,948.89.

**MOTION 5:** *It was resolved that the financial statements be accepted as presented.* **CARRIED**

**INVESTMENT OF FUNDS, Special Resolution**

**MOTION 6:** *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for UP2270.* **CARRIED**

**BUDGET DEBATE**

**Administrative Fund**

**MOTION 7:** *It was resolved that the proposed Administrative Fund budget of \$67,533.00 be adopted.* **CARRIED**

**Secretarial Note** - It was agreed that \$5000.00 surplus from the Admin Fund will be used to offset the current year budget, bringing the Owners Corporation's levy contribution for this budgetary year to \$62,533.00. Please find attached updated budgets and levy contribution information.

**Sinking Fund**

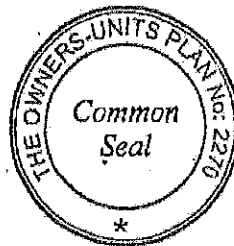
**MOTION 8:** *It was resolved that the proposed Sinking Fund budget of \$14,059.00 be adopted.* **CARRIED**

**Secretarial note** – a copy of the Sinking Fund Forecast is enclosed with the minutes as requested.

**Administrative and Sinking Fund Levy Contribution**

**MOTION 9(i):** *That the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 December, 2014, and to be contributed in accordance with the unit entitlements at half yearly intervals, being 1 December 2014 and 1 June 2015*

**FAILED**



**MOTION 9(ii):** *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 December, 2014, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 December 2014, 1 March 2015, 1 June, and 1 September 2014.*

**1 opposed – 2 Agree – 1 Abstain**

**CARRIED**

#### **ELECTION OF COMMITTEE**

**MOTION 10:** *It was resolved that the Owners Corporation of UP2270 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.*

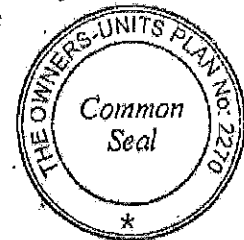
**CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting: Ms B Pye (Unit 2), Mrs L Shaw (Unit 8), Ms B Fisher (Unit 11), Ms L Cornish (Unit 12) and Mrs A Willis (Unit 16)

#### **RULE AMENDMENTS AND ADDITIONS (see Attachment A)**

**MOTION 11:** *That Rule 11 of the Default Rules be amended to include Clause 2(a), that all costs for registering be expended from the Administrative Fund and reads as follows:*

- 11 Seal of Owners Corporation**
- (2) Managing agent may affix seal—
  - (a) The common seal may be affixed to:
    - (i) reduced quorum meeting notices;
    - (ii) Rules registration documents;
    - (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
    - (iv) certifications under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1



**CARRIED**

**Secretarial Note** – there was some discussion regarding the final line of Rule 11.2. This rule allows the managing agent (Independent) to affix the common seal in the above instances without following the procedure in Rule 11.1 that states 2 members of the owners' corporation must be present and co-sign whenever the seal is used.

#### **HOUSE RULES**

**MOTION 12:** *It was resolved that the Owners corporation of UP2270 authorise the Executive Committee to derive a set of House Rules for further consideration and adoption by the EC (as Rule 13)*

**CARRIED**

#### **GENERAL BUSINESS**

##### **Roof Inspection**

The question regarding roof inspection and gutter cleaning was raised, the Strata Manager agreed to investigate this. The Strata Manager can confirm that J.H Osbourne conduct quarterly roof inspections and gutter cleans as per contract.

#### **Repair and Maintenance**

It was noted that the entrances to the building are in need of repair or replacement. Areas of concern include tiles, internal stairs, carpets and handrails. The Strata Manager agreed to source quotes for these areas.

#### **Rubbish**

There was considerable discussion surrounding rubbish disposal and the cleaning of the complex. It was noted that there were many invoices received relating to rubbish removal and cleaning of the hopper space and what the companies who submit invoices' duties' involve. As requested attached are all invoices for the year that relate to rubbish removal, hopper cleaning and development cleaning in general.

**Secretarial Note** – JJ Richards and Sons is contracted to remove all rubbish and recycling from hoppers. Sprayjet Cleaners perform a half yearly clean and disinfect of the hopper space. Impress are contracted to clean all common areas and at request from the Owner's Committee due to the clean the hopper area and remove any rubbish dumped in the hopper area.

#### **Dilapidation Report**

Discussion took place surrounding a dilapidation report undertaken as a result of the construction of the Aged Care Facility; Contact to Baptist Care property manager and project manager of the development have been unsuccessful. They are not aware that such a report was undertaken; attempts to contact the Executive Committee for further information regarding the report were also unsuccessful. Strata Manager awaits further information and instruction from the Owners Corporation and the Executive Committee.

The meeting closed at 5.17 pm



## Default Rules for Units Plan 2270

[Attachment A]

### 1 Definitions—Default Rules

(1) In these Rules:

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

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

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

### 2 Payment of rates and taxes by unit Owners

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

### 3 Repairs and maintenance

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

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

### 4 Erections and alterations

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

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

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

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

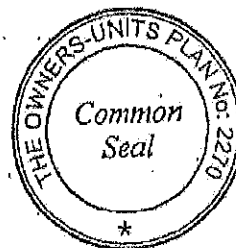
### 5 Use of common property

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

### 6 Hazardous use of unit

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

### 7 Use of unit—nuisance or annoyance



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

**8 Noise**

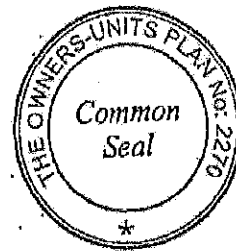
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the Executive Committee has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

**9 Illegal use of unit**

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

**10 What may an Executive Committee representative do?**

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



11

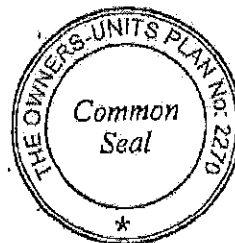
### Seal of Owners Corporation

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

12

### Recovery of Legal Fees

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





Chief Registrar  
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**OWNERS CORPORATION**

SR


Land Titles Act 1925

<b>LODGING PARTY DETAILS</b>		<b>CRN: UP 2270</b>
<b>Name</b>	<b>Email Address</b>	<b>Contact Telephone Number</b>
LJ Hooker Strata ACT Pty Ltd	<a href="mailto:infoact@ljhookerstrata.com.au">infoact@ljhookerstrata.com.au</a>	1800 383 333

<b>TITLE AND LAND DETAILS</b>				<b>UNITS PLAN NUMBER</b>
<b>Volume &amp; Folio</b>	<b>District/Division</b>	<b>Section</b>	<b>Block</b>	
1665 : 50	GRIFFITH	78	27	
				2270

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


Add 1.14 as per attached Rules


<b>SUPPORTING DOCUMENTATION</b> (Please tick appropriate item – Original signed copy must be supplied)	<b>COMMON SEAL OF OWNERS CORPORATION</b> (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:   
 Dorothy Dib  
 Administration Manager, LJ Hooker Strata ACT  
 Authorised Representative

Witness:   
 Pascal Deschanel  
 General Manager  
 LJ Hooker Strata ACT Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

<b>OFFICE USE ONLY</b>			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	jm	Registration Date	15/06/2022

VOI Filed

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# MINUTES OF ANNUAL GENERAL MEETING

## Units Plan No. 2270

**DATE & TIME** Tuesday 15 March 2022, at 5:30 PM  
**LOCATION** Zoom Online Meeting

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### ATTENDANCE

<b>Present</b>	S O'Brien & H Fromholtz	Unit 2
	G Smith	Unit 6
	G Woodbridge	Unit 9
	B Fisher	Unit 11
	N Brodie & S McCann	Unit 12
<b>Absentees</b>	J Potter & L Shaw	Unit 8
	G & S Stacey	Unit 10
	Bandy Holdings	Unit 16
<b>Proxies</b>	C Colquhoun to J Colquhoun	Unit 3
	A Carr to A Carr	Unit 7
<b>In Attendance</b>	J Burge & J Farrelly representing LJ Hooker Strata ACT	



**Quorum** - As a quorum was not present the meeting proceeded with a Reduced Quorum. Under Schedule 3 (3.11 (1) & (3)) 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.

The meeting commenced at 6:00pm as a Reduced Quorum Meeting.

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### 1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

**Motion 1:** That the minutes of the previous Annual General Meeting held 17 March 2021 are confirmed.

**CARRIED**

Votes: Yes 9 No 0 Abstain 1

- Matters arising from minutes of previous AGM – Nil.
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**2. FINANCIAL REPORT**

**Motion 2:** That the financial statements be accepted as presented for the period to 30 September 2021.

**CARRIED**

Votes: Yes 9 No 0 Abstain 1

**Motion 3:** That \$39,000 be transferred from the Administrative Fund to the Sinking Fund.

**CARRIED**

Votes: Yes 9 No 1 Abstain 0

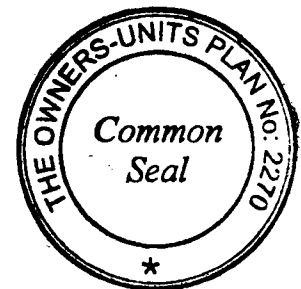
**Secretarial Note:** It was noted that the Administrative Fund did not require such a high surplus of funds and transferring these funds to the Sinking Fund would allow for a lower Sinking Fund levy and assist with future capital works.

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**3. INSURANCE**

Owners are informed that the existing insurance cover is held through CHU Underwriting Agencies as follows:

<b>Policy No</b>	<b>HU0006067010</b>
<b>Renewal Date</b>	<b>11 July 2022</b>
BUILDING	\$13,852,980
LOSS OF RENT	\$2,077,947
CATASTROPHE	\$4,155,894
PUBLIC LIABILITY	\$20,000,000
FIDELITY GUARANTEE	\$100,000
OFFICE BEARERS	\$5,000,000
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
LOT OWNERS IMPROVEMENT	\$250,000.00
WORKERS COMPENSATION	Selected
FLOOD	Included
COMMON CONTENTS	\$138,529.00
EXCESS	\$500.00



The Managing Agent advises that the Insurance Policy held by the Owners Corporation only covers the building, and public liability claims that occur on the common property. The policy does not cover contents items such as, carpet, curtains and light fittings, or liability on lot owner's private property. Owners are encouraged to review their insurance cover regularly to ensure it meets their needs.

**Motion 4:** That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

**CARRIED**

Votes: Yes 10 No 0 Abstain 0

**Secretarial Note:** It was noted the committee request renewal documents are obtained several weeks prior to ensure sufficient time for the decision making process. Strata Manager advised that Collective Brokers will approach the market on behalf of the Owners Corporation and submit the renewal documents within that timeframe.

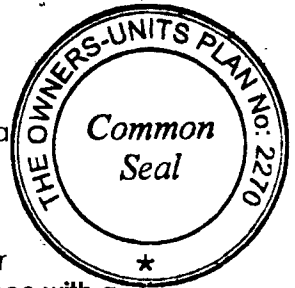
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#### 4. ADMINISTRATIVE FUND

**Motion 5: (Special Resolution)** That the Corporation determine a levy equal to the proposed Administrative Fund budget of \$78,801.00 incl GST for the period 1 October 2021 to 30 September 2022 and to be contributed in accordance with unit size. Payment to be made over 4 quarterly periods paid in advance on 31 December 2021, 1 April 2022, 1 June 2022 & 1 September 2022.

**Under the UTMA legislation, section:  
78 General fund—contributions**

- (1) An owners corporation for a units plan may, from time to time, determine a contribution (a **general fund contribution**) required from its members for the corporation's general fund.
- (2) The general fund contribution payable for each unit is—
- (a) the proportional share for the unit of the total general fund contribution; or
- (b) a proportion of the total general fund contribution worked out in accordance with a method set out by special resolution.**



**CARRIED**

Votes: Yes 8 No 2 Abstain 0

**Secretarial Note:** *The remaining three levies for the financial year would be prorated.*

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#### 5. SINKING FUND

**Motion 6: (Special Resolution)** That the Corporation determine a levy equal to the proposed Sinking Fund Budget of \$21,199 incl GST for the period 1 October 2021 to 30 September 2022 and to be contributed in accordance with unit size. Payment to be made over 4 quarterly periods paid in advance on 31 December 2021, 1 April 2022, 1 June 2022 & 1 September 2022.

**Under the UTMA Legislation, Section:  
89 Sinking fund—contributions**

- (1) An owners corporation for a units plan may determine a contribution (a **sinking fund contribution**) required from its members for the corporation's sinking fund.
- (2) The sinking fund contribution payable for each unit for a financial year is—
- (a) the proportional share for the unit of the total sinking fund contribution for the financial year; or
- (b) a proportion of the total sinking fund contribution worked out using a method set out by special resolution.**

**CARRIED**

Votes: Yes 8 No 2 Abstain 0

**Secretarial Note:** *The remaining three levies for the financial year would be prorated.*

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#### 6. EXECUTIVE COMMITTEE

**Motion 7:** That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

**CARRIED**

Votes: Yes 10 No 0 Abstain 0

**Appointed:** G Smith, G Woodbridge, N Brodie & Bandy Holdings Pty Ltd.

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**7. ELECTRONIC VOTING**

**Motion 8:** "That the Owners Corporation understand the below information regarding Electronic Voting and that meetings can now be held via these means".

**Note:** An owners corporation may adopt any of the following ways to vote on a matter to be decided by the owners corporation at a general meeting:

(a) voting in the meeting by teleconference, videoconference, email or other electronic means;

(b) voting on a motion by email or other electronic means before the meeting at which the matter (other than an election) is to be decided (pre-meeting electronic voting).

**Note:** (a) the owners corporation must ensure that members have reasonable access to facilities to vote; and (b) information about how members can access the facilities must accompany the notice of the general meeting.

A motion that is to be decided wholly by pre-meeting electronic voting may not be amended at the general meeting for which the pre-meeting electronic voting is conducted.

A motion that is to be decided partly by pre-meeting electronic voting must not be amended at the general meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion. If a motion that is to be decided partly by pre-meeting electronic voting is amended at the general meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting must be accompanied by a notice of a change and a statement setting out the power to request a further general meeting under the Act.

**CARRIED**

Votes: Yes 10 No 0 Abstain 0

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**8. MAINTENANCE PLAN**

Background and Relevant Legislation: The Owners Corporation is required to maintain the common property. This is to ensure that the complex is maintained, reduces excessive future expenditure, maintains the owners investment and reduces the risk of public liability due to injury.

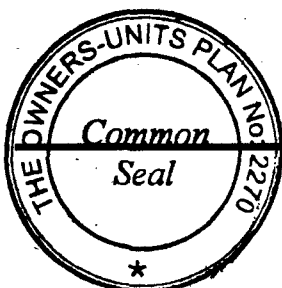
The Unit Titles (Management) Act 2011 Division 3.3 Section 24 Subsection 2 requires that the Owners Corporation prepare a Maintenance Plan and Subsection 3 states that it must contain matters required by regulation. The sinking fund forecast does not meet this obligation alone.

**Motion 9:** That the Owners Corporation appoint GIA to prepare an initial maintenance plan in accordance the Unit Titles (Management) Act 2011 for \$640(Including GST).

**CARRIED**

Votes: Yes 10 No 0 Abstain 0

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**9. FIRE SAFETY REVIEW**

Background and Relevant Rules: The Owners Corporation are now required to conduct a Fire Safety Review as per the on an annual basis.

**Motion 10:** The Owners Corporation undertakes a Fire Safety Audit within this financial year.

**CARRIED**

Votes: Yes 10 No 0 Abstain 0

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**10. ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS**

Background: The Owners Corporation believes that appropriate authorities, delegations and appointments are in place. However, it would be prudent for this to be reviewed by the Executive Committee and report back to owners no later than the next Annual General Meeting.

**Motion 11:** That the Executive Committee review the current authorities, delegations and appointments and report back to owners no later than the next Annual General Meeting on their adequacy or otherwise.

**CARRIED**

Votes: Yes 10 No 0 Abstain 0

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**11. BUILDING DEFECTS**

Background: The Owners Corporation is not aware of any physical building structural defects. Owners are requested to advise the Manager, Executive Committee or report to the Annual General Meeting if they are aware of any structural defects.

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**12. AUDITS**

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, or the levies equate to more than \$250,000. As UP 2270 does not meet either of these criteria, the Owners Corporation is not required to undertake an Audit.

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**13. GENERAL BUSINESS**

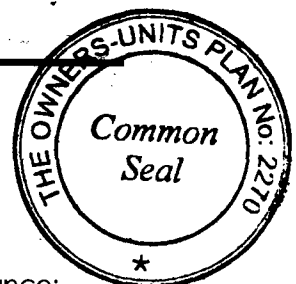
**RULE ADDITION (AMENDED)**

**MOVE IN/MOVE OUT PROCESS**

**Motion 12: (Special Resolution):**

That the following rule be included in the Asprey Rules and registered for abidance: "Residents MUST ensure that the following requirements are adhered to when moving in or out of the building:

- \* That parties moving in/out have reported your moving date to LJ Hooker Strata within 48 hours prior,
- \* Parties are required to use protective blankets,
- \* Parties are required to ensure there is no damage made to the common property, walls, carpets etc,



- \* Report any damage that does occur to LJ Hooker Strata immediately,
- \* The OC will arrange for any repairs that are needed as a result of damaged caused by parties moving in/out and the unit owner will be responsible for reimbursing the OC for these repairs,
- \* **DO NOT** block the main driveway at any time. Trucks are to be unloaded in the driveway to the rubbish bin area, **ONLY**,
- \* **DO NOT** leave your furniture unattended or piled up on the common property at any time,
- \* **DO NOT** dump hard waste, costs associated with removal caused by parties moving in/out will be the responsibility of the unit owner for reimbursing the OC for these costs,
- \* Ensure that you do not inconvenience other residents during the moving process,
- \* When complete, please notify LJ Hooker Strata, so as a check can be made by the caretaker of the common property.

**CARRIED**

Votes: Yes 9 No 0 Abstain 1

**Secretarial Note:** *The rule addition was amended at the meeting due to incorrect information within the rule and to allow for new additions agreed on by those present.*

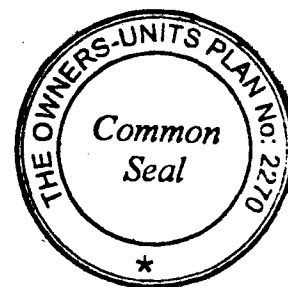
**COMMITTEE REPORT:** Owners present gave thanks to the committee for the report provided with the AGM paperwork as the update was greatly appreciated.

**EXTERNAL SPRINKLERS:** It was queried if the external sprinkler system for the complex was being utilised, N Brodie advised the controls were located in the basement and the system had been turned off for some time. Quotes were being sourced for a garden rejuvenation and to begin reutilising the sprinkler system again.

**BALCONY DRAINS:** It was noted that whilst the balconies had drains, they did not have outdoor taps to assist with cleaning. Other owners present provided suggestions that worked for them such as using an outdoor cleaner product and a hose connection from the laundry or a high-pressure cleaner.

**SIZE VS ENTITLEMENT:** An owner present enquired on the size vs entitlement change to the levies specifically asking if the balconies would be included in this change and what had prompted this. N Brodie advised this was based on internal size only and this change was being presented as the valuation of the complex at registration was seen as a disproportion when reviewing use of building services.

As there was no further business, the meeting closed at 6:46pm.



**The Owners - Units Plan No.2270 Rules**

(55 Stuart Street, Griffith ACT 2603)

**Note: These Rules are registered on the Units Plan No.2270 Common Property Title and are legally enforceable. The Rules apply to owners, tenants and visitors. Where a person rents their UP2270 unit, the residential tenancies legislation requires them to provide a copy of these Rules to their tenant.**

**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**

For the purposes of the owners corporation deciding on erections or alterations in or on a unit (a unit meaning a part of a parcel shown in the units plan as a unit), or the common property, the following applies:

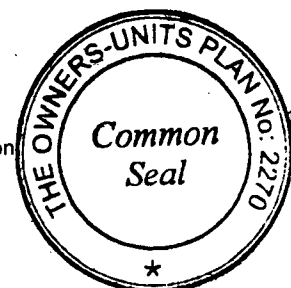
(1) **Internal erections and alterations:** A unit owner or occupier may erect or alter any non-load bearing internal structure provided the erection or alteration is not visible from the street or the common property of the owners corporation, and the erection or alteration complies with the requirements of any applicable law, code or standard in force in the Australian Capital Territory.

(2) **Exterior erections and alterations:** A unit owner or occupier may erect or alter any non-load bearing permanent exterior structure only in accordance with subrule (4).

(3) **Load-bearing erections and alterations:** A unit owner or occupier may erect or alter any internal or exterior load-bearing structure, only in accordance with subrule (4).

(4) (a) The unit owner or occupier makes an application in writing to the owners corporation through the owners corporation's managing agent detailing the proposed erection or alteration; and

(b) The erection or alteration is in accordance with the express written permission of the owners corporation's executive committee (including any conditions set



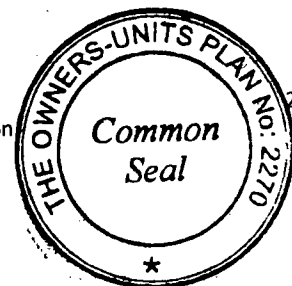
by the committee), or where the committee chooses to call a general meeting of the owners corporation to decide on the application, the erection or alteration is in accordance with the decision of the general meeting by ordinary resolution; and

- (c) Where the owners corporation's executive committee decides on the permission for the erection or alteration, the permission and any conditions set by the committee will be communicated in writing to the unit owner or occupier by the owners corporation's managing agent; and
- (d) The erection or alteration complies with the requirements of any applicable law, code or standard in force in the Australian Capital Territory.

### 1.5 Pets in units

For the purposes of the owners corporation giving, denying or revoking its consent to either a unit owner keeping an animal, or the unit owner allowing an animal to be kept within a unit or on the common property of the owners corporation, the following applies:

- (1) The executive committee for and on behalf of the owners corporation makes decisions regarding the owners corporation giving, denying or revoking consent; and
- (2) Prior to any unit seeking to keep an animal, the unit owner or occupier must make an application in writing to the executive committee through the owners corporation's managing agent including providing details of the type and breed of animal/s, the number of animals, and how the animal/s will be housed and controlled while in the unit or on the common property; and
- (3) If a unit occupier who is not the unit owner applies to keep an animal, the unit occupier must also provide with their application written consent from the unit owner authorizing the unit occupier to keep the animal which the unit occupier proposes to keep at the unit; and
- (4) The owners corporation's managing agent will communicate in writing to the unit owner and/or occupier the decision of the executive committee regarding the consent to the keeping of the animal/s, including any conditions regarding the animal/s and its keeping set by the executive committee, whether in providing consent or from time to time thereafter; and
- (5) There is no consent by the owners corporation to the keeping of an animal/s unless subrules (2), (3) and (4) are complied with; and
- (6) The unit owner and/or unit occupier must ensure the keeping of the animal/s complies with all of the written conditions set by the executive committee; and
- (7) The unit owner shall be liable for injury to a person on the common property or on unit property caused by the animal/s; and
- (8) The unit owner shall be liable for any damage to the common property or any unit property caused by the animal/s; and
- (9) If the animal/s causes a nuisance, or there is a failure to comply with any of the



written conditions concerning the animal/s set by the executive committee, the executive committee can revoke consent to the keeping of the animal/s and require it to be immediately removed from the 55 Stuart Street, Griffith ACT 2603 site; and

(10) The animal/s must be kept in accordance with the requirements of any applicable law in force in the Australian Capital Territory.

**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**

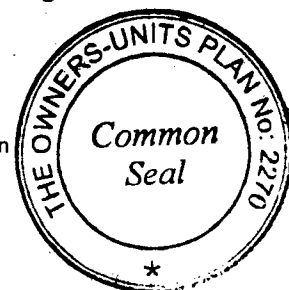
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has 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.

**1.12 What may an executive committee representative do?**

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a



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

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

### 1.13 No person to prevent or interfere with work by the owners corporation

No person is permitted to unreasonably prevent or interfere in any way with:

- (1) any work being carried out by or on behalf of the owners corporation; and
- (2) any employee, contractor or agent of the owners corporation undertaking work for or on behalf of the owners corporation.

### 1.14 Move in/Move out Process

Residents **MUST** ensure that the following requirements are adhered to when moving in or out of the building:

- (a) That parties moving in/out have reported your moving date to LJ Hooker Strata within 48 hours prior,
- (b) Parties are required to use protective blankets,
- (c) Parties are required to ensure there is no damage made to the common property, walls, carpets etc,
- (d) Report any damage that does occur to LJ Hooker Strata immediately,
- (e) The OC will arrange for any repairs that are needed as a result of damaged caused by parties moving in/out and the unit owner will be responsible for reimbursing the OC for these repairs,
- (f) **DO NOT** block the main driveway at any time. Trucks are to be unloaded in the driveway to the rubbish bin area, **ONLY**,
- (g) **DO NOT** leave your furniture unattended or piled up on the common property at any time,
- (h) **DO NOT** dump hard waste, costs associated with removal caused by parties moving in/out will be the responsibility of the unit owner for reimbursing the OC for these costs,
- (i) Ensure that you do not inconvenience other residents during the moving process,
- (j) **When complete**, please notify LJ Hooker Strata, so as a check can be made by the caretaker of the common property.





LAND TITLES  
ACCESS CANBERRA  
Chief Minister  
SR\$3359695  
20/12/2024 15:51:00 EIP

3359695

Land Titles Act 1925

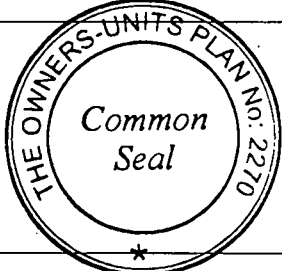
SR

<b>LODGING PARTY DETAILS</b>		<b>CRN: UP 2270</b>
<b>Name</b>	<b>Email Address</b>	<b>Contact Telephone Number</b>
LJ Hooker Strata ACT Pty Ltd	<a href="mailto:infoact@ljhookerstrata.com.au">infoact@ljhookerstrata.com.au</a>	1800 383 333

<b>TITLE AND LAND DETAILS</b>				<b>UNITS PLAN NUMBER</b>
<b>Volume &amp; Folio</b>	<b>District/Division</b>	<b>Section</b>	<b>Block</b>	
1665 : 50	GRIFFITH	78	27	
				2270

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

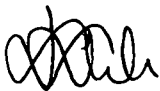
As per attached Consolidated Rules


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

**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:   
 Dorothy Dib  
 Administration Manager, LJ Hooker Strata ACT  
 Authorised Representative

Witness:   
 Pascal Deschanel  
 Director & General Manager  
 LJ Hooker Strata ACT Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

<b>OFFICE USE ONLY</b>			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	13/01/2025



**ANNEXURE**

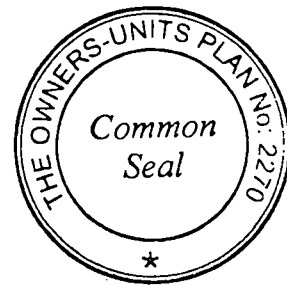
Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration <small>(Only complete is if requesting transactions not be aggregated)</small>
1665:50	GRIFFITH	78	27		

ANNEXURE TO <small>(insert dealing type)</small>	TOTAL NUMBER OF PAGES IN ANNEXURE
SPECIAL RESOLUTION BY OWNERS CORPORATION	11

PARTIES TO DOCUMENT <small>(Please state all parties this annexure relates to/supports)</small>
OWNERS CORPORATION OF UNITS PLAN 2270



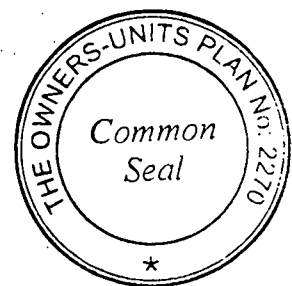
# MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 2270 - ASPREY

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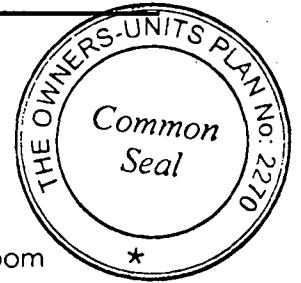
<b>MEETING DATE</b>	Monday 18 November 2024
<b>MEETING TIME</b>	4:00 PM
<b>MEETING LOCATION</b>	LJ Hooker Strata Offices, 182-200 City Walk, Canberra and Zoom

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# MINUTES OF ANNUAL GENERAL MEETING

## UNITS PLAN NO. 2270 - ASPREY



**MEETING DATE & TIME** Monday 18 November 2024 at 4:00 PM

**LOCATION** LJ Hooker Strata Offices, 182-200 City Walk, Canberra or Zoom

**NOTICE ISSUED** Thursday 31 October 2024

In attendance	
Name	Unit
K Reckord	6
J Gold	LJ Hooker Strata

In attendance via Zoom	
Name	Unit
L & L Gray	1
S O'Brien & H Fromholtz	2
G Colquhoun	3
A Carr	7
S Stacey	10
B Fisher	11
N Brodie	12

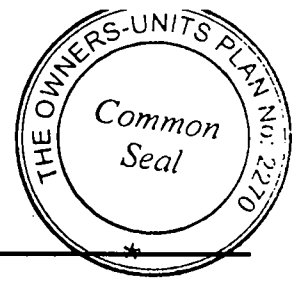
Proxies		
Name	Unit	Proxy appointment
G Woodbridge	9	Proxy to N Brodie (12)

Chairperson	
Name	Unit
N Brodie	12

### QUORUM

The Chairperson advised that a quorum present and declared the meeting open.

**Meeting opened on** Monday 18<sup>th</sup> November 2024 at 4:07 PM



**MOTIONS**

**1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING**

That the minutes of the previous Annual General Meeting held 28th November 2023 are confirmed.

**CARRIED**

L & L Gray (1) joined the meeting at 4:10pm.

**2. INSURANCE**

a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

**CARRIED**

Secretary Notes:

- N Brodie advised the Managing Agent is to seek a quote from CIB for review with quotes sought from the Executive Committee when the policy is due for renewal.

b) That the Owners Corporation consider any new or outstanding insurance claims.

**CARRIED**

c) That the Owners Corporation agrees to obtain an insurance valuation and that the insurance coverage be adjusted in accordance with that valuation, in consultation with the Executive Committee.

**CARRIED**

Secretary Notes:

- Owners advised an updated valuation is to be ordered in the new year prior to renewal of the insurance policy.

*Owners are informed that the existing insurance cover is held through STRATA UNIT UNDERWRITERS as follows:*

<b>Policy No</b>	06S2003699
<b>Renewal Date</b>	11 July 2025
BUILDING	\$14,990,559.00
LOSS OF RENT	\$2,248,583.00
CATASTROPHE	\$2,248,583.00
PUBLIC LIABILITY	\$20,000,000.00
FIDELITY GUARANTEE	\$100,000.00
OFFICE BEARERS	\$5,000,000.00
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000.00
LEGAL EXPENSES	\$50,000.00
MACHINERY BREAKDOWN	
LOT OWNERS IMPROVEMENT	\$250,000.00
WORKERS COMPENSATION	
FLOOD	Included
COMMON CONTENTS	
APPEAL	
EXCESS	\$2,000 .
Premium Paid	28934.00

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**3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS**

That the financial statements be accepted as presented for the financial year ending 30 September 2024

**CARRIED**

**AUDIT**

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 2270 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

**NOTED**

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**4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE BUDGET APPROVAL**

That the Corporation agrees to the proposed Administrative Fund expenditure budget of \$88,231.20 excl GST and agrees to determine a levy equal to the proposed Administrative Fund income budget of \$90,000.00 excl GST for the period 1 October 2024 to 30 September 2025 and to be contributed to accordance with unit size per square metre. Payment to be made over 4 quarterly periods paid in advance on 15 December 2023, 1 February 2024, 1 May 2024 & 1 August 2024.

**CARRIED**

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**5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL**

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$20,000.00 excl GST and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$20,000.00 excl GST for the period 1 October 2024 to 30 September 2025 and to be contributed to accordance with unit size per square metre. Payment to be made over 4 quarterly periods paid in advance on 15 December 2023, 1 February 2024, 1 May 2024 & 1 August 2024.

**CARRIED**

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**6. MAINTENANCE PLAN REVIEW**

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

**CARRIED**

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**7. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS**

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

**CARRIED**



Maintenance Type	Contractor Details/Term (if applicable)
Strata Management Agreement	Expires November 2024
Electrical Preventative Maintenance	Charlton's Electrical
Fire Services Maintenance	FS Solutions
Garage Roller door Maintenance	Progressive Controls
Gardening	Andrews Lawn & Garden Maintenance
Plumbing Preventative Maintenance	O'Neill & Brown Dec 2022-2025
Roof Preventative Maintenance	Level Plumbing
Waste Services	JJ Richards

Secretary Notes:

- Unit 10 Leak: It was noted that there has been water ingress represented in the cornice of the bedroom in Unit 10. It is noted that a quote has been sent from Level Plumbing and onto the Executive Committee to review.

FIRE SAFETY REVIEW

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

**NOTED**

**8. CONSIDERATION OF BUILDING DEFECTS**

That the Owners Corporation consider any physical building structural defects.

**CARRIED**

**9. AMENDED HOUSE RULES**

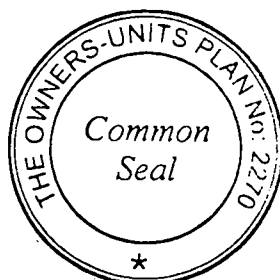
That the Owners Corporation review the amended house rules and accept them to be the registered alternate house rules for the complex.

**CARRIED**

For: 6 Against: 2

Secretary Notes:

- Concerns around the passing of this motion have been raised around the commencement of 'policing' what occupants are doing on their balconies as there is worry this could start to be problematic for people that bbq, talk or have pets on their balcony.
- It is advised that residents are not to be verbally or physically mistreat other occupants within the complex. Should anything occur that is of offence to you or anyone around you please contact the police.



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## 10. APPOINTMENT OF MANAGING AGENT

That in accordance with the Unit Titles (Management) Act 2011:

- a) LJH Strata (ACT) Pty Limited trading as LJ Hooker Strata ACT be appointed as Manager of Units Plan No 2270 for 12-months (1 year)
- b) The owners corporation delegate to the Agent all of the functions of:
  - i) the owners corporation (other than those listed in the Act); and
  - ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and
  - iii) the delegation to the Agent is to be subject to the conditions and limitation in the Management Agreement.

**CARRIED**

Secretary Notes:

- Owners carried the motion with the amendment that the Management Agreement is made for 12-months.

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## 11. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

**CARRIED**

G Woodbridge – Unit 9  
N Brodie – Unit 12  
Bandy Holdings Pty Ltd (B Willis) – Unit 16

## ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.

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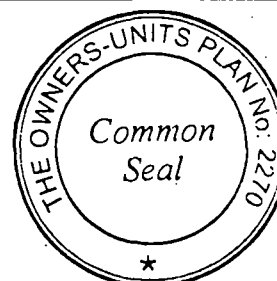
## GENERAL BUSINESS

- Waste: A query was raised around the allocation of Unit 16 paying for waste removal as it appeared on the proposed budget they they are exempt, it was clarified that as they are a commercial unit they are to pay and arrange their own waste collection due to the quantity of waste they previously produced.

**Meeting closed on** Monday 18<sup>th</sup> November 2024 at 4:46 PM

On behalf of the Secretary

All correspondence to:  
The Secretary,  
182 - 200 City Walk  
CANBERRA CITY ACT 2601  
Email [jacinta@ljhookerstrata.com.au](mailto:jacinta@ljhookerstrata.com.au)



**The Owners - Units Plan No.2270 Rules**  
(55 Stuart Street, Griffith ACT 2603)

**Note: These Rules are registered on the Units Plan No.2270 Common Property Title and are legally enforceable. The Rules apply to owners, tenants and visitors.**  
**Where a person rents their UP2270 unit, the residential tenancies legislation requires them to provide a copy of these Rules to their tenant.**

**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.

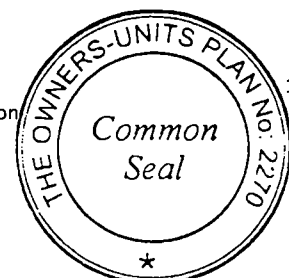
**1.3 Repairs and maintenance**

- (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**

For the purposes of the owners corporation deciding on erections or alterations in or on a unit (a unit meaning a part of a parcel shown in the units plan as a unit), or the common property, the following applies:

- (1) **Internal erections and alterations:** A unit owner or occupier may erect or alter any non-load bearing internal structure provided the erection or alteration is not visible from the street or the common property of the owners corporation, and the erection or alteration complies with the requirements of any applicable law, code or standard in force in the Australian Capital Territory.
- (2) **Exterior erections and alterations:** A unit owner or occupier may erect or alter any non-load bearing permanent exterior structure only in accordance with subrule (4).
- (3) **Load-bearing erections and alterations:** A unit owner or occupier may erect or alter any internal or exterior load-bearing structure, only in accordance with subrule (4).
- (4) (a) The unit owner or occupier makes an application in writing to the owners corporation through the owners corporation's managing agent detailing the

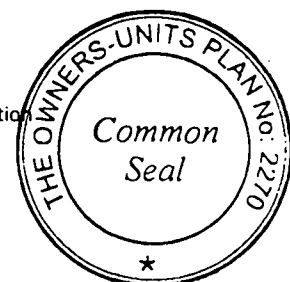


- proposed erection or alteration; and
- (b) The erection or alteration is in accordance with the express written permission of the owners corporation's executive committee (including any conditions set by the committee), or where the committee chooses to call a general meeting of the owners corporation to decide on the application, the erection or alteration is in accordance with the decision of the general meeting by ordinary resolution; and
  - (c) Where the owners corporation's executive committee decides on the permission for the erection or alteration, the permission and any conditions set by the committee will be communicated in writing to the unit owner or occupier by the owners corporation's managing agent; and
  - (d) The erection or alteration complies with the requirements of any applicable law, code or standard in force in the Australian Capital Territory.

**1.5 Pets in units**

For the purposes of the owners corporation giving, denying or revoking its consent to either a unit owner keeping an animal, or the unit owner allowing an animal to be kept within a unit or on the common property of the owners corporation, the following applies:

- (1) The executive committee for and on behalf of the owners corporation makes decisions regarding the owners corporation giving, denying or revoking consent; and
- (2) Prior to any unit seeking to keep an animal, the unit owner or occupier must make an application in writing to the executive committee through the owners corporation's managing agent including providing details of the type and breed of animal/s, the number of animals, and how the animal/s will be housed and controlled while in the unit or on the common property; and
- (3) If a unit occupier who is not the unit owner applies to keep an animal, the unit occupier must also provide with their application written consent from the unit owner authorizing the unit occupier to keep the animal which the unit occupier proposes to keep at the unit; and
- (4) The owners corporation's managing agent will communicate in writing to the unit owner and/or occupier the decision of the executive committee regarding the consent to the keeping of the animal/s, including any conditions regarding the animal/s and its keeping set by the executive committee, whether in providing consent or from time to time thereafter; and
- (5) There is no consent by the owners corporation to the keeping of an animal/s unless subrules (2), (3) and (4) are complied with; and
- (6) The unit owner and/or unit occupier must ensure the keeping of the animal/s complies with all of the written conditions set by the executive committee; and



- (7) The unit owner shall be liable for injury to a person on the common property or on unit property caused by the animal/s; and
- (8) The unit owner shall be liable for any damage to the common property or any unit property caused by the animal/s; and
- (9) If the animal/s causes a nuisance, or there is a failure to comply with any of the written conditions concerning the animal/s set by the executive committee, the executive committee can revoke consent to the keeping of the animal/s and require it to be immediately removed from the 55 Stuart Street, Griffith ACT 2603 site; and
- (10) The animal/s must be kept in accordance with the requirements of any applicable law in force in the Australian Capital Territory.

#### 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

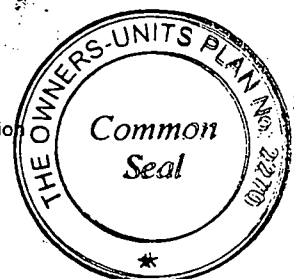
A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

#### 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.

**1.12 What may an executive committee representative do?**

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

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

**1.13 No person to prevent or interfere with work by the owners corporation**

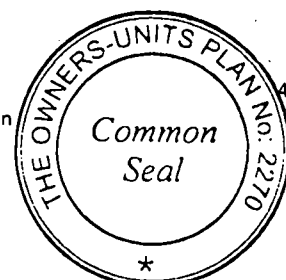
No person is permitted to unreasonably prevent or interfere in any way with:

- (1) any work being carried out by or on behalf of the owners corporation; and
- (2) any employee, contractor or agent of the owners corporation undertaking work for or on behalf of the owners corporation.

**1.14 Move in/Move out Process**

Residents **MUST** ensure that the following requirements are adhered to when moving in or out of the building:

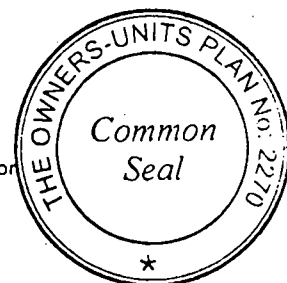
- (a) That parties moving in/out have reported your moving date to LJ Hooker Strata within 48 hours prior,

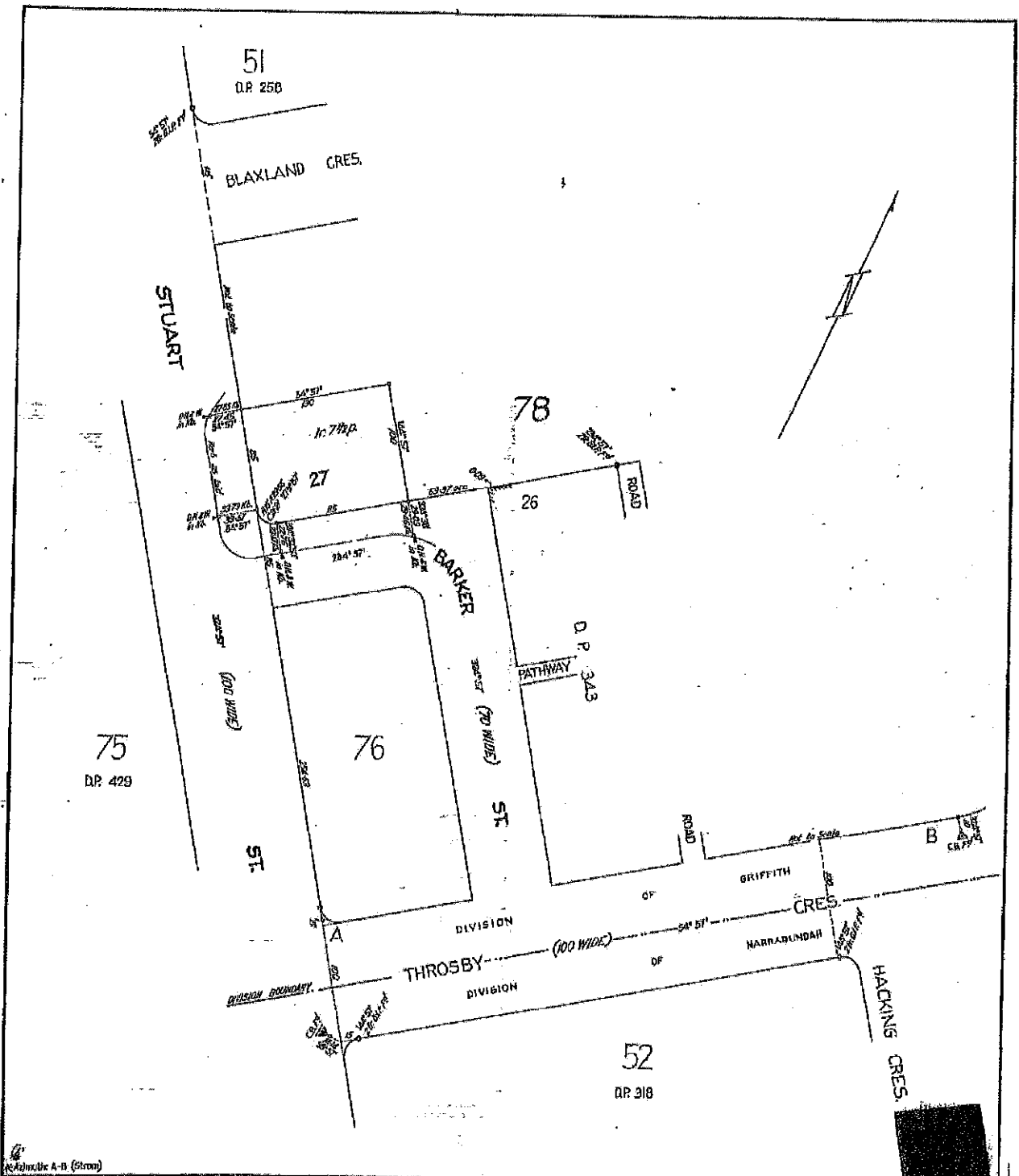


- (b) Parties are required to use protective blankets,
- (c) Parties are required to ensure there is no damage made to the common property, walls, carpets etc,
- (d) Report any damage that does occur to LJ Hooker Strata immediately,
- (e) The OC will arrange for any repairs that are needed as a result of damaged caused by parties moving in/out and the unit owner will be responsible for reimbursing the OC for these repairs,
- (f) **DO NOT** block the main driveway at any time. Trucks are to be unloaded in the driveway to the rubbish bin area, **ONLY**,
- (g) **DO NOT** leave your furniture unattended or piled up on the common property at any time,
- (h) **DO NOT** dump hard waste, costs associated with removal caused by parties moving in/out will be the responsibility of the unit owner for reimbursing the OC for these costs,
- (i) Ensure that you do not inconvenience other residents during the moving process,
- (j) When complete, please notify LJ Hooker Strata, so as a check can be made by the caretaker of the common property.

**1.15 Smoke-free complex**

- (1) A unit owner must not smoke within the complex, on their balcony, or permit it to be visitors to smoke within the complex. Smoke drift causes substantial annoyance to owner, occupier or users of other units.
- (2) This rule does not apply to a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.





I, PHILIP RIDLEY SMYTH, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance, 1925-1941 do hereby solemnly and legally declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made (i) by me, or under my supervision and completed on the 29th day of January 1965 and the relevant marks have been placed as shown hereon.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 conscientiously believing the statements contained therein to be true in every particular.

*Philip Ridley Smyth*  
Licensed Surveyor.

Declared at Canberra the *Twenty-ninth* day of *January* 1965 before me  
*Kenneth O'Hara*  
Commissioner for Declarations under the Statutory Declarations Act 1959.

I certify that this plan is the plan prepared in accordance with sub-section 1 of section 9 of the Districts Ordinance 1927-1959.  
*Philip*  
Commonwealth Surveyor-General.

PLAN OF  
BLOCK 27  
SECTION 78  
DIVISION: GRIFFITH  
DISTRICT: CANBERRA CITY  
AUSTRALIAN CAPITAL TERRITORY.

Scales: 60 feet to an inch,  
Field Book: 112923

Deposited in the office of the Registrar of Titles of Canberra in the Australian Capital Territory the *eight* day of *April* 1965 at 4:59 minutes past *two* o'clock in the *fore*noon 1965.

Approved \_\_\_\_\_  
Registrar of Titles.

DEPOSITED PLAN.  
1372

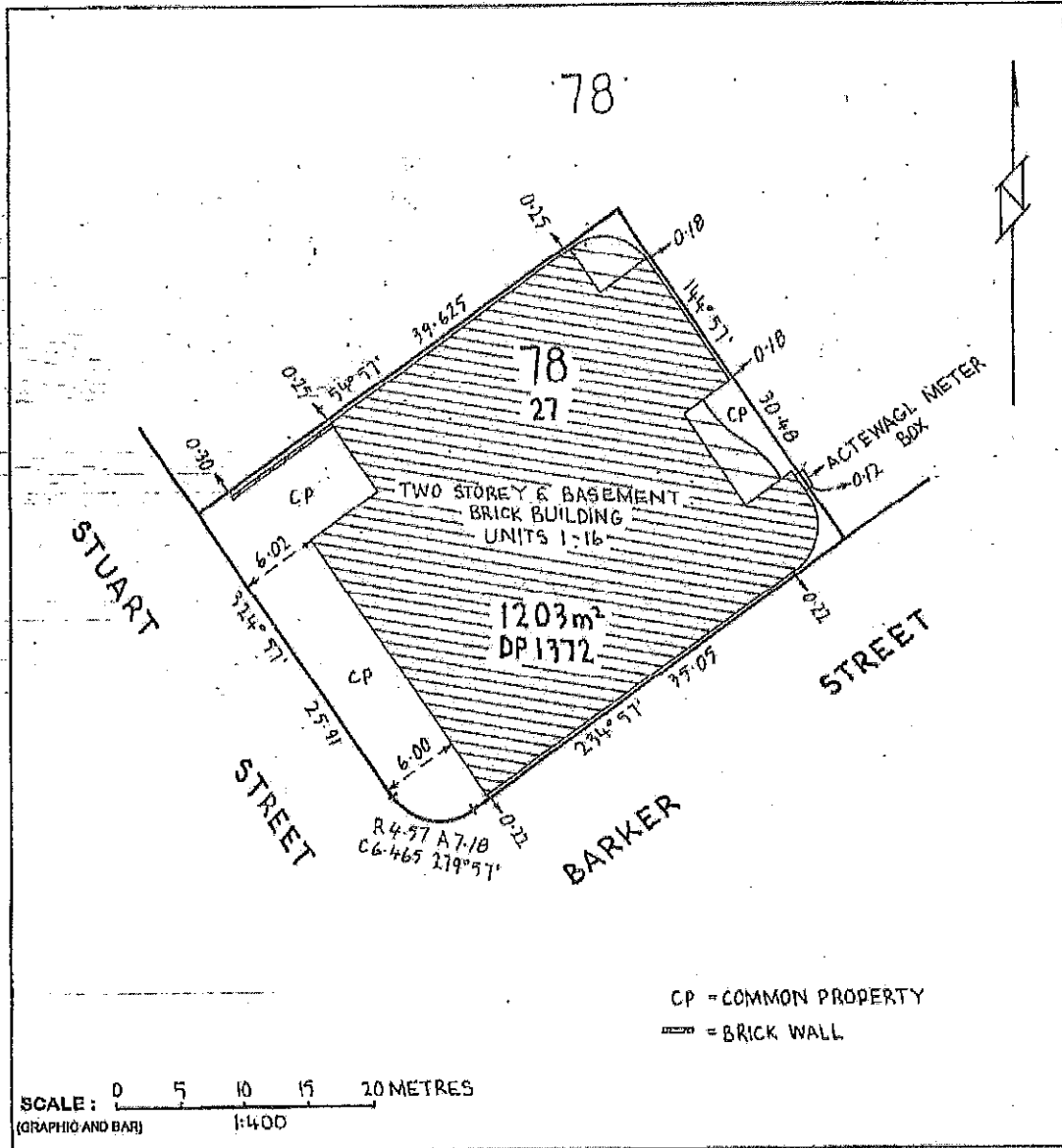
**UNITS PLAN No 2270**

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / GRIFFITH	78	27

2.  SITE PLAN       FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER ..... 4. CLASS OF UNITS (A or B) ..... 'A'



5. EXECUTION

 Applicant	 15/5/2003 Registered Surveyor (please sign for site plan only)	 a Delegate of the Minister Authorised to perform its functions Delegate of the Minister
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XUP 17705



# SURVEYOR'S DECLARATION

## 1. LAND

UNITS PLAN NO. 2270

DISTRICT/DIVISION	SECTION	BLOCK	VOL/FOL	DEPOSITED PLAN NO.
CANBERRA CENTRAL/GRIFFITH	78	27	1578:23	1372

## 2. NAME OF MANAGER/CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

INDEPENDENT BODY CORPORATE  
 1ST FLOOR, 161 LONDON CCT  
 CANBERRA CITY ACT 2601

## 3. SURVEYOR'S DECLARATION

JOHN WARREN FOXLEE  
 42 YIMAN STREET WARAMANGA ACT 2611

a surveyor registered under the *Surveyors Act 2001*, hereby certify that -

- the survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me/under my immediate supervision (delete whichever is inapplicable) and was completed on 10/4/03
- the said survey is in accordance with the following Acts -
  - Unit Titles Act 2001*,
  - Land Titles (Unit Titles) Act 1970*;
  - Land Titles Act 1925*;
 and any regulations made under those Acts, and is in accordance with the *Survey Practice Directions 2001*.
- each building (including any material attached to it) or building in the course of erection on the parcel is wholly within the parcel.
 

OR AND

  - all units and unit subsidiaries shown in the diagrams are wholly within the parcel;
  - the diagram clearly indicates the existence, nature and extent of any encroachment by a building (including any material attached to it), beyond the boundaries of the parcel; and
  - 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, as an appurtenance to the parcel.
- where an expression used in this form is defined in the *Unit Titles Act 2001*, that expression has the same meaning as in that Act.

Dated this 15<sup>th</sup> day of MAY 2003

Signature of Surveyor *[Signature]*

## 4. APPROVAL UNDER UNIT TITLES ACT 2001

Approved under the *Unit Titles Act 2001* as the Units Plan for the subdivision of the abovementioned parcel of land.

Dated this 13<sup>th</sup> day of July 2003

*[Signature]* Monica Sead  
 a Delegate of the Minister Planning & Land Authority in exercising its functions

## CERTIFICATE OF REGISTRATION:

EXAMINED:	
REGISTERED:	<i>[Signature]</i>
DATE:	10 JUL 2003



UNITS PLAN No 2270

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / GRIFFITH	78	27

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER ..... 4. CLASS OF UNITS (A or B) ..... 'A'

**LEGEND**

B DENOTES BALCONY  
C " CARPORTS  
CP " COMMON PROPERTY  
SW " STAIRWAY  
Φ " FACE OF WALL IS SUBSIDIARY BDY  
— " BRICK WALL  
D " DUCT (COMMON PROPERTY)  
■ " COLUMN  
Φ " PROLONGATION OF FACE OF WALL

**SCALE :**  
(GRAPHIC AND BAR)

5. EXECUTION

 Applicant	 Registered Surveyor (please sign for site plan only)	 A Delegate of the Planning & Land Authority in exercising its functions Delegate of the Minister
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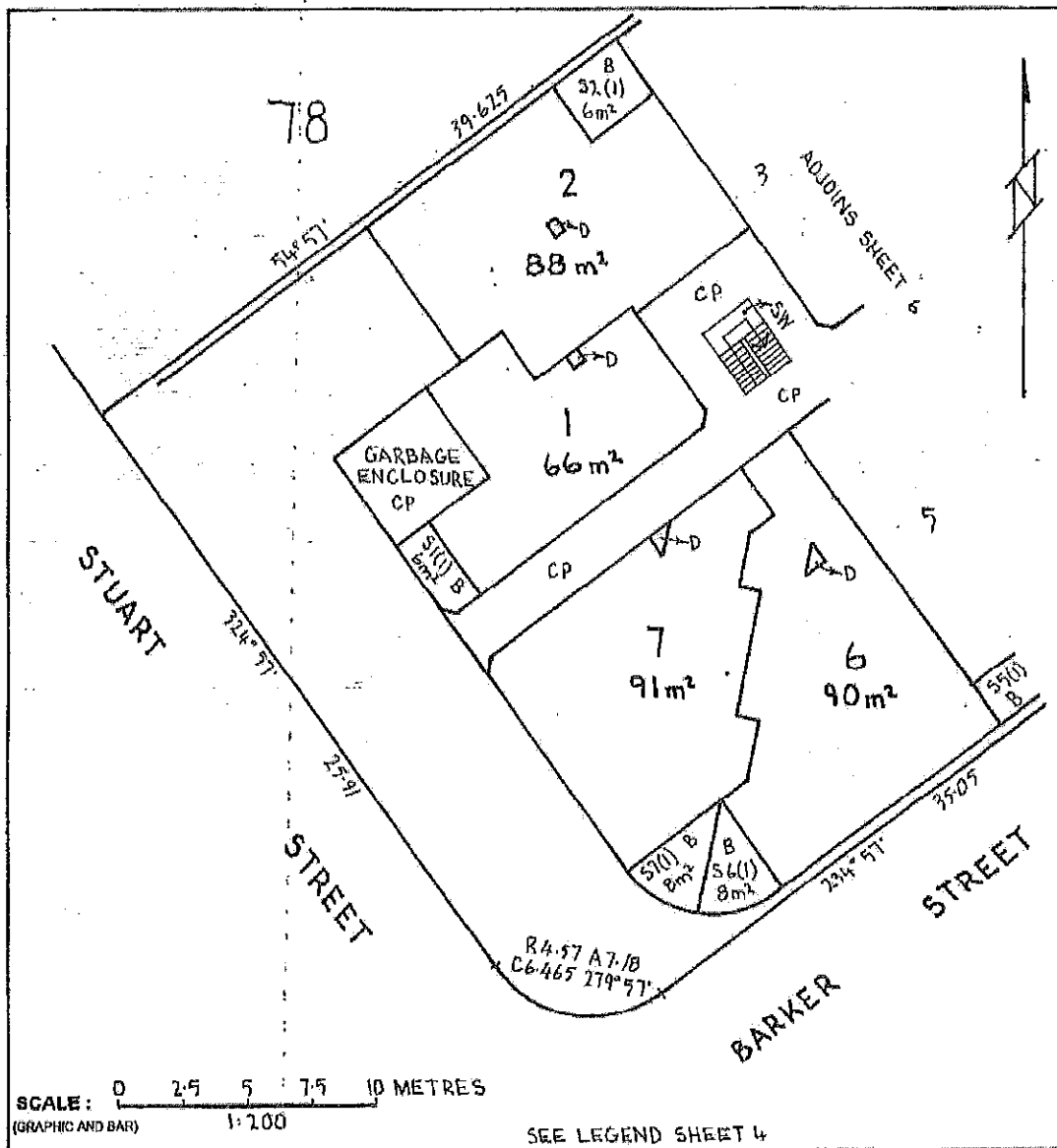
UNITS PLAN No. 2270

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL/GRIFFITH	78	27

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) 'A'



5. EXECUTION

 Applicant	Registered Surveyor (please sign for site plan only)	 Delegate of the Minister
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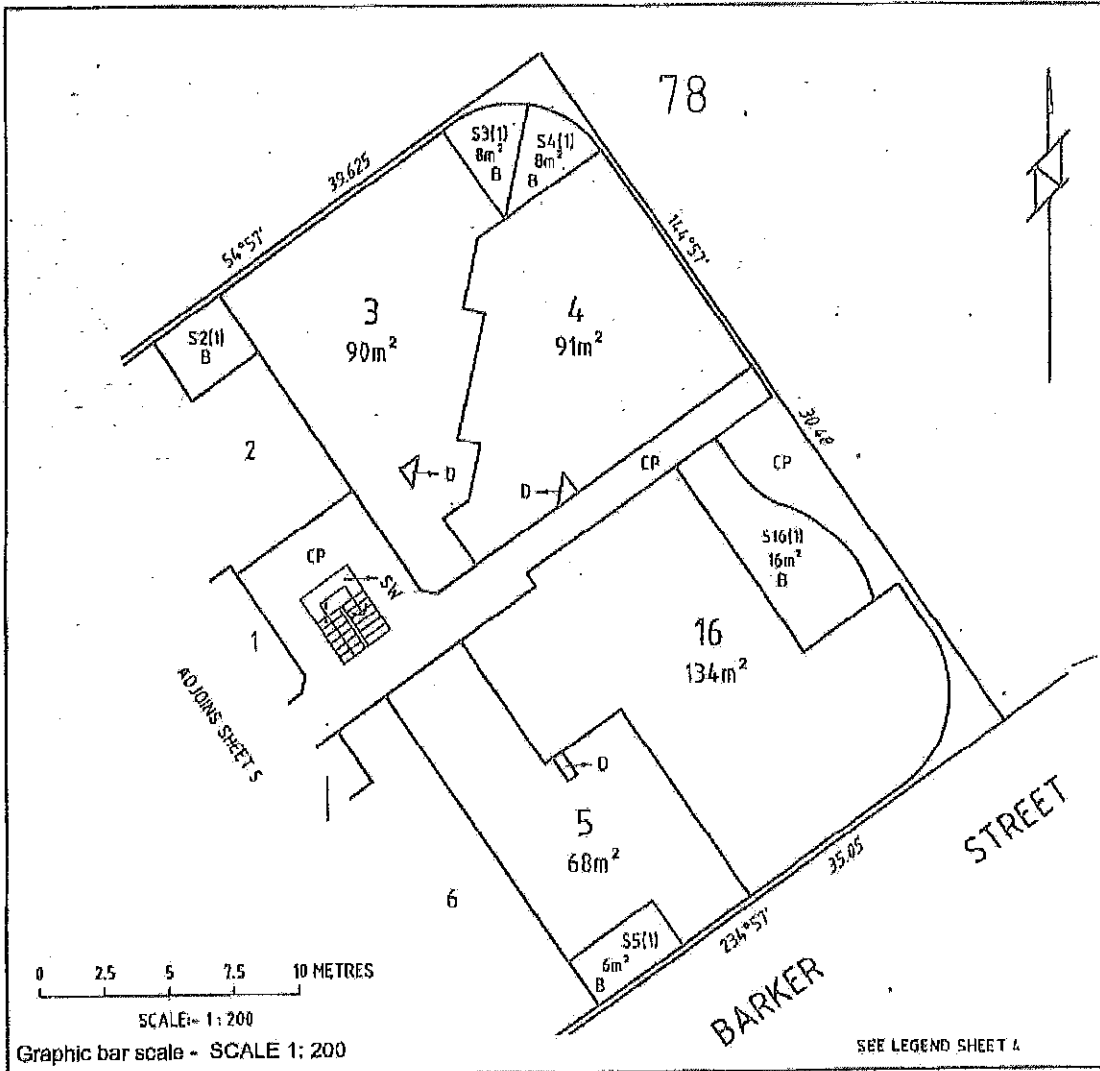
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
CANBERRA CENTRAL / GRIFFITH	78	27	2270

FLOOR NUMBER	GROUND
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<p>IVAN PROPERTIES PTY LTD by its attorney JURE DOMAZET pursuant to Power of Attorney ACT Registration No. 0132642</p> <p><i>[Signature]</i></p> <p>Registered Proprietor</p>	<p><i>[Signature]</i></p> <p>Lyn Tankey</p> <p>Delegate of the ACT Planning and Land Authority</p>
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UNITS PLAN No 2271

REPLACEMENT SHEET ISSUED  
REFER ~~1769174~~ OR 1769174  
REGISTERED 8/11/2011

1. LAND

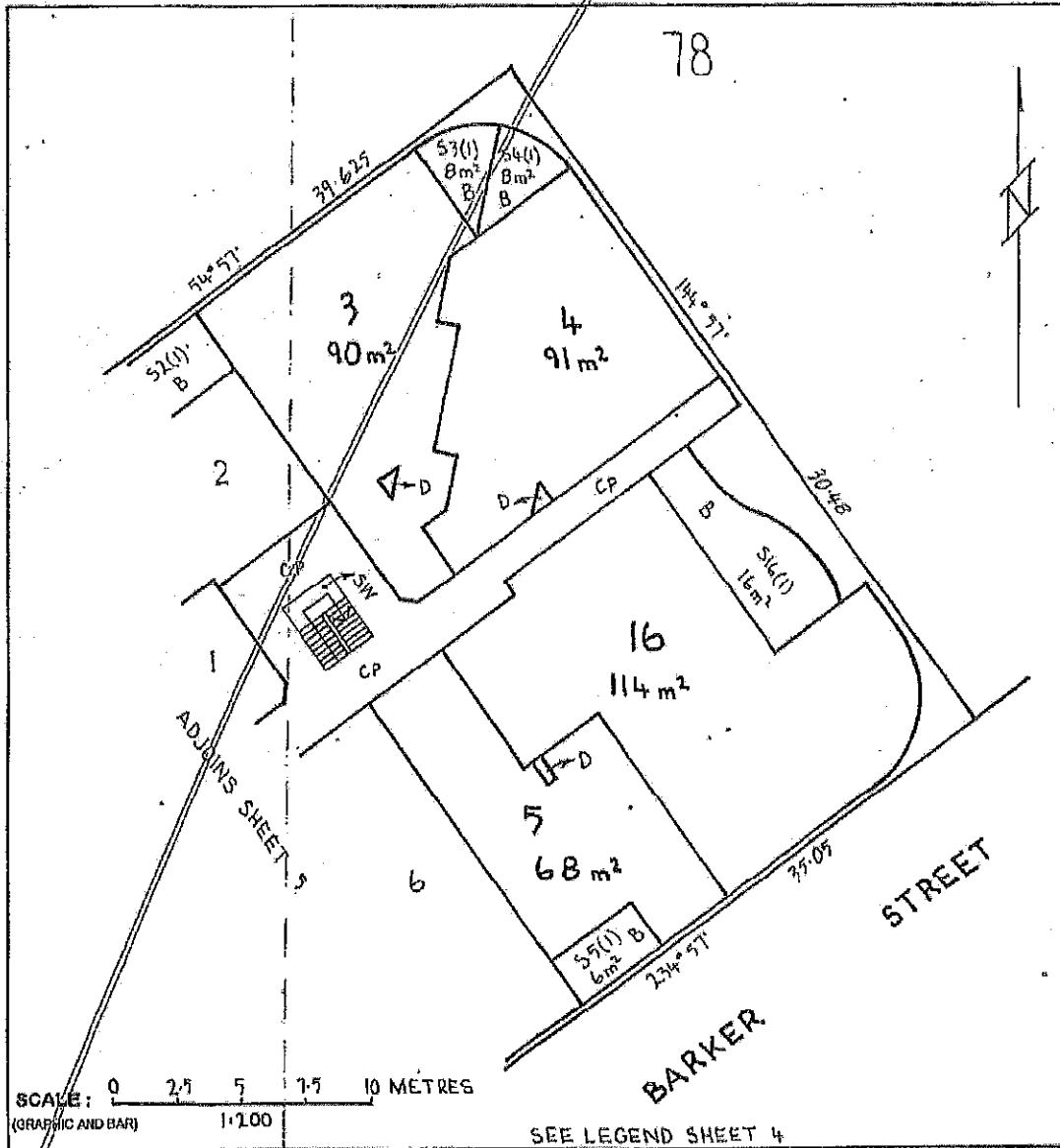
DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / GRIFFITH	7B	27

2.  SITE PLAN

FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND

4. CLASS OF UNITS (A or B) A



6. EXECUTION

<p><i>[Signature]</i> Applicant</p>	<p><i>[Signature]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> Delegato of the Minister Delegato of the Planning &amp; Land Authority in exercising its functions</p>
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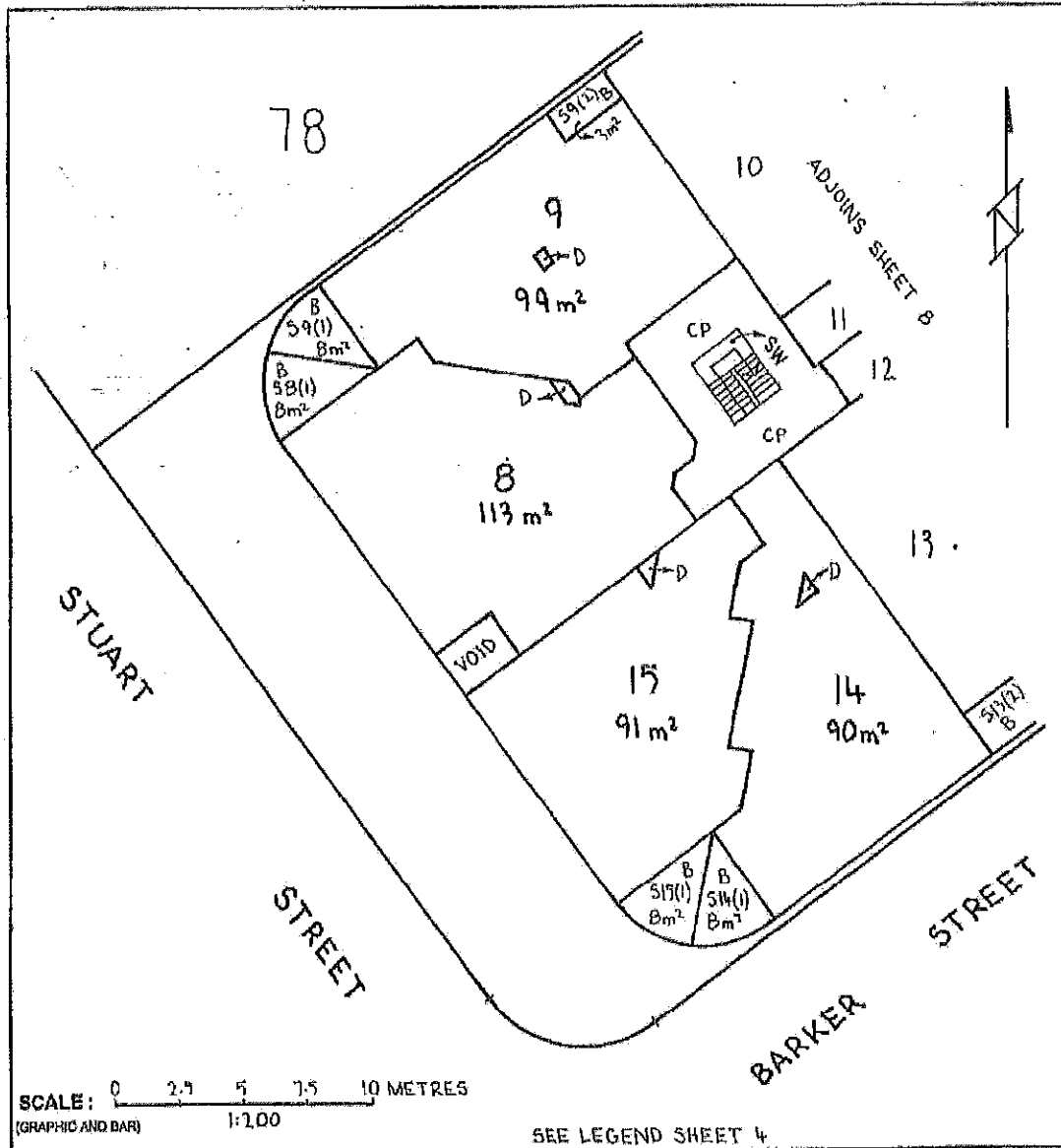
UNITS PLAN No. 2270

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / GRIFFITH	78	27

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) 'A'



5. EXECUTION

<p><i>[Signature]</i>  <i>[Signature]</i>          Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i>          Delegate of the Planning &amp; Land Authority in exercising its functions          Delegate of the Minister</p>
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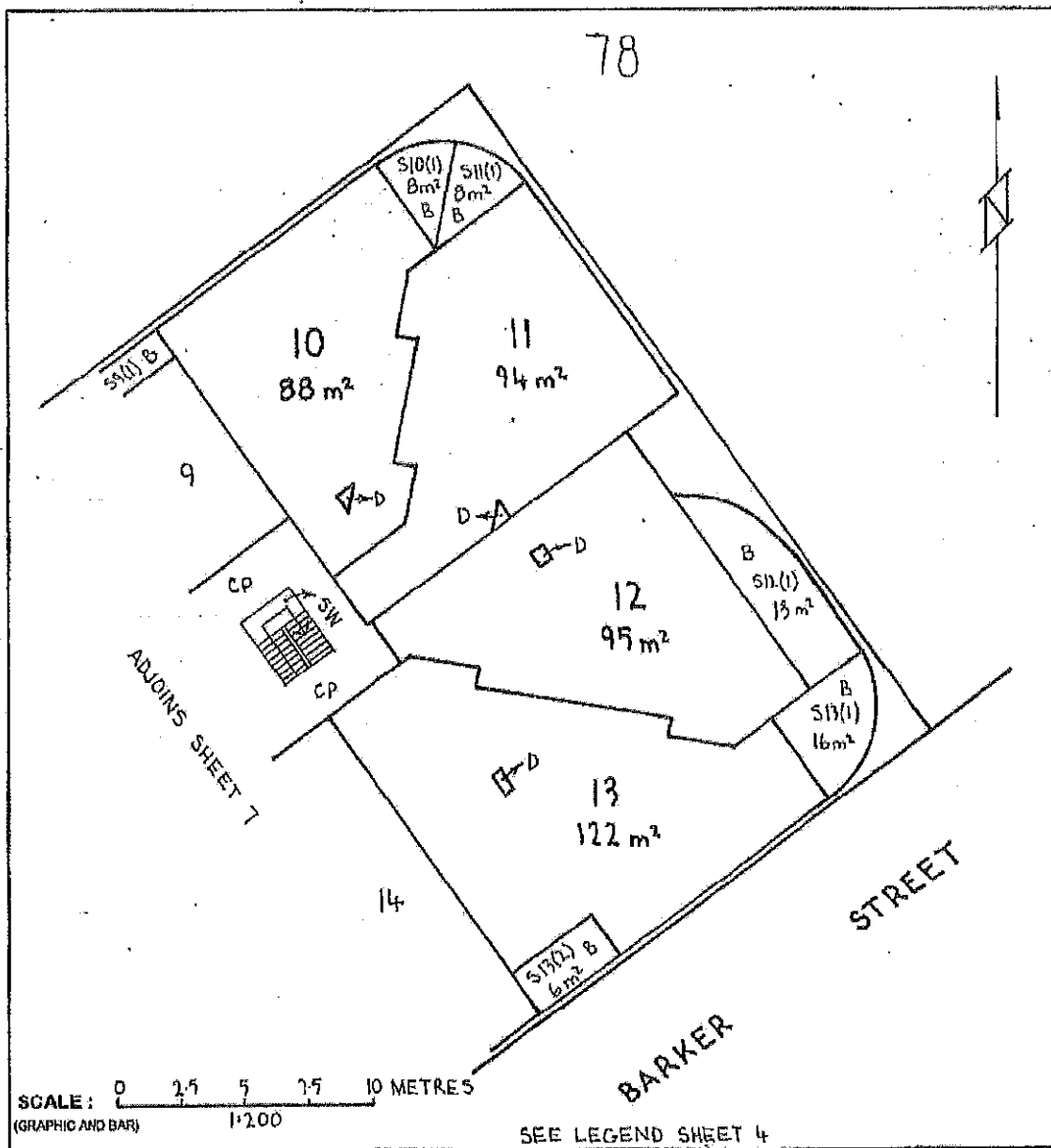
UNITS PLAN No. 2270

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL/ GRIFFITH	78	27

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) 'A'



5. EXECUTION

<p><i>[Signature]</i></p> <p>Applicant</p>	<p><i>[Signature]</i></p> <p>Registered Surveyor (please sign for this plan only)</p>	<p><i>[Signature]</i></p> <p>a Delegate of the Planning &amp; Land Authority in exercising its functions</p> <p>Delegate of the Minister</p>
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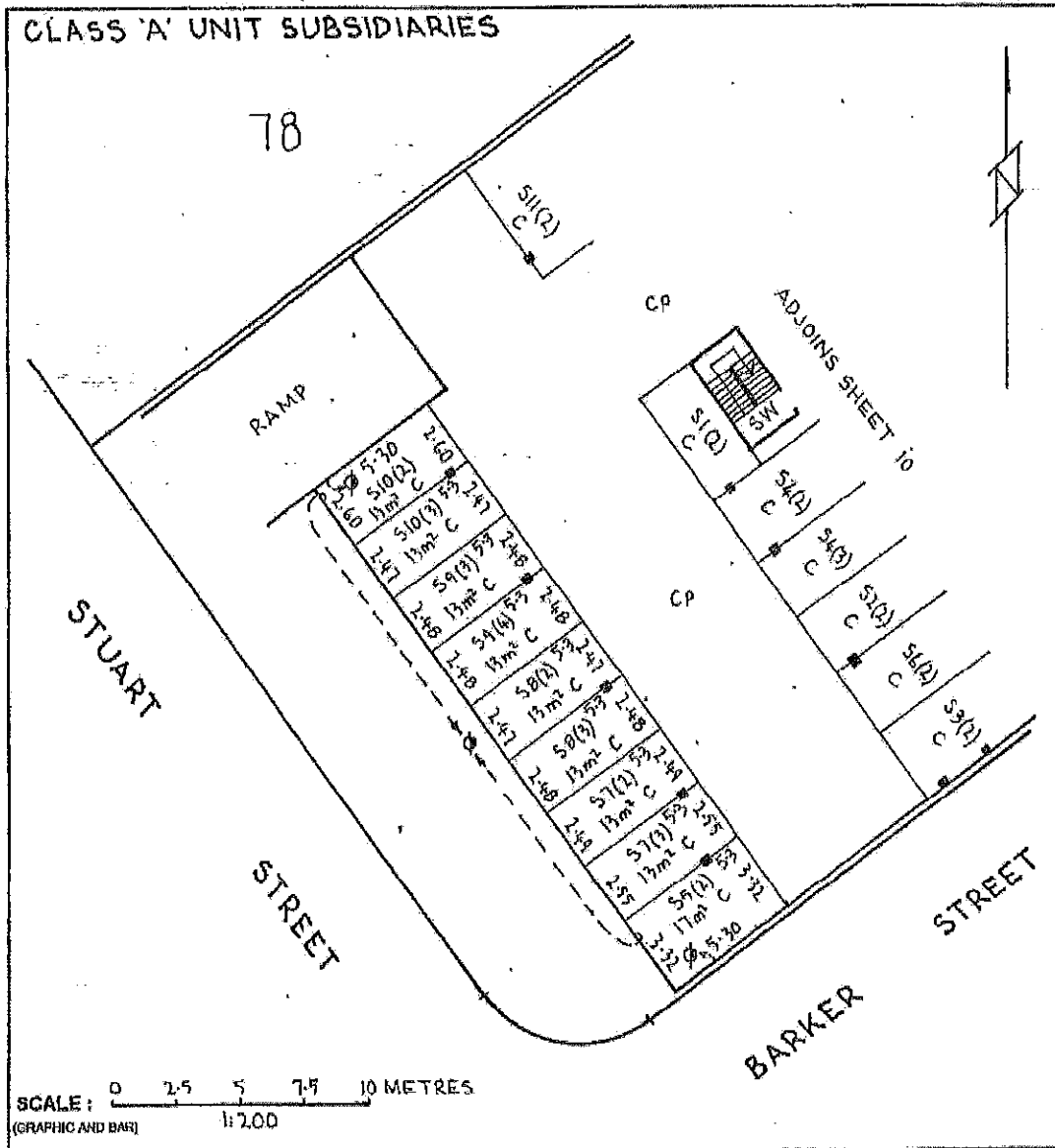
UNITS PLAN No. 2270

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / GRIFFITH	78	27

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) 'A'



5. EXECUTION

<p><i>[Signature]</i> Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> A Delegate of the Planning &amp; Land Authority in exercising its functions Delegate of the Minister</p>
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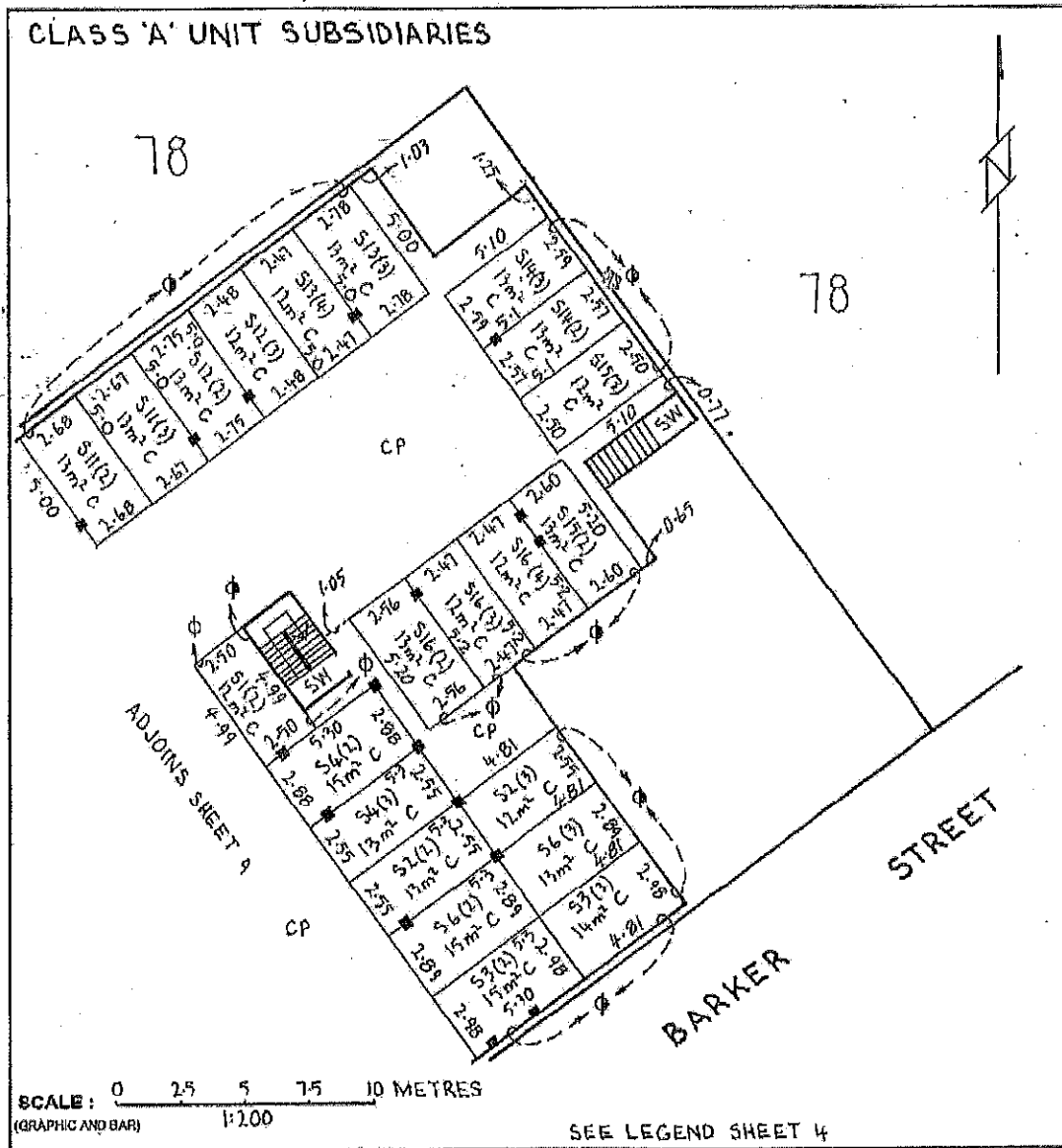
UNITS PLAN No. 2270

1. LAND



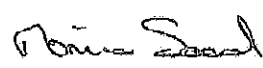
DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / GRIFFITH	78	27

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER... BASEMENT. 4. CLASS OF UNITS (A or B)... 'A'



5. EXECUTION

 Applicant	 Registered Surveyor (please sign for site plan only)	 Delegate of the Planning Board Authority in exercising its functions. Delegate of the Minister
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# Form 4

Revised 1/7/03

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 2270

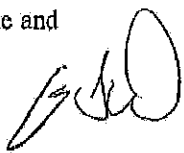
Block 27 Section 78 Division of GRIFFITH

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

- TERM 1. The term of the lease of each of the units expires on the third day of September Two thousand and seven. <sup>ninety ns</sup>
- RENT 2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. The Lessees of each of the Units Nos 1-16 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of his relevant unit as follows:
- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
  - (b) to pay to the Authority or any statutory authority his proportion being 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 Land (Planning and Environment) Act 1991 and the Unit Titles Act 2001;

ns

- PURPOSE (c) To use the units as follows:
- (i) Unit 1 to 15 for the purpose of residential only;
  - (ii) Unit 16 for the purpose of a restaurant PROVIDED ALWAYS THAT the maximum gross floor area used for restaurant purposes shall not exceed 140 square metres;
- UNIT SUBSIDIARY (d) Not to use any unit subsidiary to that unit as a habitation;
- CAR PARKING (e) That any car parking spaces subsidiary to any unit shall be maintained by the Lessee;
- SERVICE AREAS (f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (g) That the Lessee shall not without the previous consent in writing of the Authority erect any building on the parcel or make any structural alterations to the premises;
- REPAIR (h) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

ms 

RIGHT OF INSPECTION

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

RATES AND CHARGES

(k) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

QUIET ENJOYMENT

4. The Commonwealth covenants with each of the Lessees of all the units that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

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

TERMINATION

(a) That if -

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys by the Authority during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Authority of the powers conferred upon it by sub-clause (a) of this clause;

FURTHER LEASE

(c) That any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning & Environment) Act 1991;

MS

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Owners Corporation 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 - -
- (i) the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; and
- (ii) the Owners Corporation in accordance with the provisions of the Unit Titles Act 2001;

~~EXERCISE OF~~  
~~POWERS~~

- (e) Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder 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) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

6. In this schedule unless the contrary intention appears:

INTERPRETATION

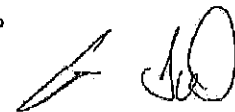
- (a) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (b) "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (c) "dwelling" means a room or a suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile and includes outbuildings if any that are normal to the enjoyment and exclusive use of the dwelling;

MS



- (d) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding an area used solely for rooftop mechanical plant and/or basement car parking;
- (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 persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 2270';
- (g) "premises" means the land building and all other improvements on the parcel.
- (h) "restaurant" means the use of parcel for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 1975 and whether or not entertainment is provided;
- (i) "Territory" means
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth);
- (j) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;

MS



(k) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001.

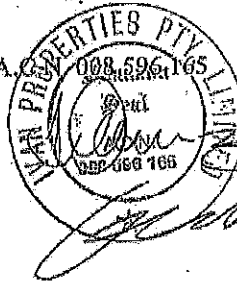
Dated this Third day of July 2003

*Monica Saad*

Monica Saad

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

THE COMMON SEAL OF  
Lessee: IVAN PROPERTIES PTY LIMITED, A.C.  
was hereto affixed by authority  
of the board of directors in  
the presence of:



# Form 5

Revised 1/7/03

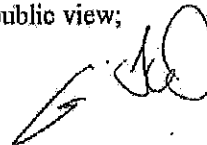
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 2270

Block 27 Section 78 Division of GRIFFITH

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 third day of September Two thousand and ninety seven.
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. 2270 (hereinafter called "the Owners Corporation") covenant 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 within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
  - (b) To use the common property for the purpose of car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
  - (c) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
  - (d) 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;
  - (e) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

ms 

- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) To permit any person or persons authorised by the Authority to enter and inspect the common property at all reasonable times and in any reasonable manner;
- (h) That any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:-
- Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder 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) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.
5. "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002.

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6. "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof.
7. "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding an area used solely for rooftop mechanical plant and/or basement car parking;
8. "premises" means the land building and all other improvements on the parcel.
9. "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).
10. "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.

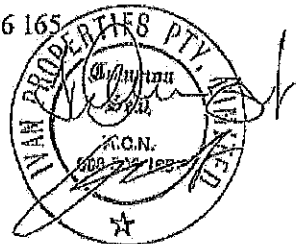
Dated this Third day of July, 2003

*Monica Saad*

Monica Saad

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

THE COMMON SEAL of  
Lessee: IVAN PROPERTIES PTY LIMITED A.C.N. 008 596 165  
was hereto affixed by authority of  
the board of directors in the  
presence of:





## 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.

<b>Unit</b>	<b>8</b>	<b>Block</b>	<b>27</b>	<b>Section</b>	<b>78</b>	<b>Suburb</b>	<b>GRIFFITH</b>
-------------	----------	--------------	-----------	----------------	-----------	---------------	-----------------

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.

- |  | <b>No</b> | <b>Yes</b>       |
|--|-----------|------------------|
| 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: 57527  |           | Dated: 30-JUN-03 |
| 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 : 7257215 - 190219607

Date: 27-MAR-26 16:22:22



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

27-MAR-2026 16:22

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

Page 1 of 5

**INFORMATION ABOUT THE PROPERTY**

**GRIFFITH Section 78/Block 27/Unit 8**

**Building Class: A**

**Area(m2):** 1,203.2  
**Unimproved Value:** \$3,000,000      **Year:** 2025  
**Subdivision Status:** Application received under the Unit Titles Act.  
**Heritage Status:** Nil.

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



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**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA200308877      **Lodged** 26-SEP-03      **Type** Non-residential

**-- Application Details -----**

**Description**

LEASE VARIATION - To vary the purpose clause for unit 16 by increasing the gross floor area to 159.9 square metres.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Griffith	78	27-27	16

**-- Involved Parties -----**

Role	Name
Applicant	Designteam Pty Ltd
Lessee	Domazet
Contact	Warwick Dunstone

**-- Activities -----**

Activity Name	Status
Da - Public Notification	Approval Conditional

**Application** DA20031837      **Lodged** 23-APR-03      **Type** Non-residential

**-- Application Details -----**

**Description**

Extension to restarunt by approximately 6 square metres by enclosing and extending the balcony with bi-fold doors

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Griffith	78	27-27	

**-- Involved Parties -----**

Role	Name
Applicant	Architect Ring & Associates
Contact	Ring
Lessee	Ivan Properties Pty Limited

**-- Activities -----**

Activity Name	Status
Da - Public Notification (Dap)	Withdrawn



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**Application** DA20013338      **Lodged** 14-AUG-01      **Type** Lease Variation

**-- Application Details -----**

**Description**

Lease Variation - To vary the purpose clause to increase the maximum Gross Floor Area used for a restaurant from 110 square metres to 140 square metres.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Griffith	78	27-27	

**-- Involved Parties -----**

Role	Name
Applicant	Ivan Properties P/L
Contact	Domazet
Lessee	Ivan Properties P/L
Objector	Manuka Lapac
Objector	Fitzgibbons & Bootes

**-- Activities -----**

Activity Name	Status
Da - Public Notification (Dap)	Approved



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**LEASE CONVEYANCING ENQUIRY REPORT**

Page 4 of 5

**Application** DA994920      **Lodged** 28-JUL-99      **Type** Multi-residential

**-- Application Details -----**

**Description**

Demolish existing structures to make way for a new two storey apartment building with a restaurant area and undercroft parking.  
 Vary the existing purpose clause by deleting clause 3(a) and substituting the following: To use the said land for fifteen (15) residential units and one (1) restaurant unit. The Gross Floor Area of the restaurant shall not exceed 110 square metres

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Griffith	78	27-27	

**-- Involved Parties -----**

Role	Name
Contact	Ring
Applicant	Architects Ring & Associates
Lessee	Ivan Properties Pty Ltd
Objector	Bevanda And Wakefield
Objector	Wirhdrawn
Objector	Manuka Lapac
Objector	Hollins
Comment	Francis

**-- Activities -----**

Activity Name	Status
Da - Public Notification (Dap)	Approval Conditional

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

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

**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/>



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

Page 5 of 5

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**CONTAMINATED LAND SEARCH**

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

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

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

**URBAN FOREST ACT 2023**

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

30 March 2026

Units Plan No. 2270  
Not registered for GST

Haralambos Prinos

Ref

Re    Lot    8                    Units Plan No. 2270

Fee    342.00            Paid

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

**The Owners - Units Plan No. 2270**

**Unit No: 8      Lot No: 8**

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: **113**  
Total Building Entitlements: **1,510**

### Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **LJ Hooker Strata A.C.T.  
182 - 200 City Walk  
CANBERRA CITY ACT 2601**

Contact Phone Number: **1800 383 333**

### Corporation's records can be inspected at

Address: **LJ Hooker Strata A.C.T.  
182 - 200 City Walk  
CANBERRA CITY ACT 2601**

Contact Phone Number: **1800 383 333**

### Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	<b>Bandy Holdings Pty Ltd</b>	15 Kitchener Street HUGHES ACT 2605
	<b>Mr Gary Woodbridge</b>	PO Box 78 FYSHWICK ACT 2609
	<b>Mr N Brodie</b>	12/55 Stuart Street GRIFFITH ACT 2603

### Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$5,687.44**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/10/25 to 31/12/25	1,421.86	05/12/25	09/12/25	0.00	05/12/25
01/01/26 to 31/03/26	1,421.86	01/02/26	10/02/26	0.00	01/02/26
01/04/26 to 30/06/26	1,421.86	01/05/26		0.00	01/05/26
01/07/26 to 30/09/26	1,421.86	01/08/26		0.00	01/08/26

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 2270 - Unit 8

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 **\$1,496.68**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/10/25 to 31/12/25	374.17	05/12/25	09/12/25	0.00	05/12/25
01/01/26 to 31/03/26	374.17	01/02/26	10/02/26	0.00	01/02/26
01/04/26 to 30/06/26	374.17	01/05/26		0.00	01/05/26
01/07/26 to 30/09/26	374.17	01/08/26		0.00	01/08/26

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**

Other amounts owing

Purpose	Fund	Amount	Interest Owing Due Date	Amount Due
Rate of interest payable		<b>10.00</b> per cent		<b>Nil</b>

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

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

**UNIT TITLE SALE CERTIFICATE****Section 119 (1) (a)****Units Plan No. 2270 - Unit 8****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 UNIT UNDERWRITERS	06S2003699	14,990,559.00	11/07/26	01/07/24	25,946.00
<i>LOSS OF RENT</i> STRATA UNIT UNDERWRITERS	06S2003699	2,248,583.00	11/07/26	01/07/24	25,946.00
<i>CATASTROPHE</i> STRATA UNIT UNDERWRITERS	06S2003699	2,248,583.00	11/07/26	01/07/24	25,946.00
<i>PUBLIC LIABILITY</i> STRATA UNIT UNDERWRITERS	06S2003699	20,000,000.00	11/07/26	01/07/24	25,946.00
<i>FIDELITY GUARANTEE</i> STRATA UNIT UNDERWRITERS	06S2003699	100,000.00	11/07/26	01/07/24	25,946.00
<i>OFFICE BEARERS</i> STRATA UNIT UNDERWRITERS	06S2003699	5,000,000.00	11/07/26	01/07/24	25,946.00
<i>VOLUNTARY WORKERS</i> STRATA UNIT UNDERWRITERS	06S2003699	\$200,000/\$2,000	11/07/26	01/07/24	25,946.00
<i>GOVT AUDIT COSTS</i> STRATA UNIT UNDERWRITERS	06S2003699	25,000.00	11/07/26	01/07/24	25,946.00
<i>LEGAL EXPENSES</i> STRATA UNIT UNDERWRITERS	06S2003699	50,000.00	11/07/26	01/07/24	25,946.00
<i>WORKPLACE H&amp;S</i> STRATA UNIT UNDERWRITERS	06S2003699	100,000.00	11/07/26	01/07/24	25,946.00
<i>LOT OWNERS IMPROVE</i> STRATA UNIT UNDERWRITERS	06S2003699	250,000.00	11/07/26	01/07/24	25,946.00
<i>FLOOD</i> STRATA UNIT UNDERWRITERS	06S2003699	Included	11/07/26		25,946.00

**Fund Balances**

Balances as at: 30 March 2026

Administrative Fund	38,220.20
Sinking Fund	68,563.11

# **UNIT TITLE SALE CERTIFICATE**

**Section 119 (1) (a)**

## **Units Plan No. 2270 - Unit 8**

### **Developer Control Period**

Developer Control Period Expiry Date:

### **Borrowed Money**

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

N/A to this building.

### **Sustainability Infrastructure**

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

N/A to this building.

### **Crown Lease Extension Application**

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

N/A to this building.

### **Ongoing Development Approval**

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

No Longer Required from 8 June 2021.

# UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 2270 - Unit 8

## 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

N/A to this building.

(ii) The name of the embedded network provider

N/A to this building.



Dated at Canberra the **30 March 2026**

# Residential Strata Insurance

## Certificate of Currency

Policy Number: 06S2003699



<b>Certificate Date</b>	26 June, 2025
<b>Insurer</b>	Insurance Australia Limited trading as CGU Insurance ABN: 11 000 016 722 AFSL: 227681
<b>Period of Cover</b>	4:00pm Local Time 11/07/2025 to 4:00pm Local Time 11/07/2026
<b>Insured</b>	Owners of Strata Plan UP2270

### Important Information

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

<b>Interested Parties</b>	None
<b>Situation</b>	55 Stuart Street, GRIFFITH, ACT, 2603

### Cover

<b>Insured Property</b>	Insured
Building & Common Area Contents	\$14,990,559
Loss of Rent and Temporary Accommodation	\$2,248,583
Catastrophe	\$2,248,583
Optional Benefit Paint / Wall Paper	Selected
Floating Floorboards	Selected
Flood	Insured
Catastrophe Insurance	15%

<b>Liability</b>	Insured
Limit of Liability	\$20,000,000

<b>Fidelity Guarantee</b>	Insured
Sum Insured	\$100,000

<b>Voluntary Workers</b>	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000

<b>Office Bearers Legal Liability</b>	Insured
---------------------------------------	---------

# Residential Strata Insurance Certificate of Currency

Policy Number: 06S2003699



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Limit of Liability	\$5,000,000
<b>Machinery Breakdown</b>	Not Insured
<b>Government Audit and Related Covers</b>	Insured
Section 8 - Government Audit Costs	\$25,000
Section 9 - Legal Expenses	\$50,000
Section 10 - Workplace, Health & Safety Breaches	\$100,000
<b>Lot Owners Improvements</b>	Insured
Section 12 - Lot Owners Improvements	\$250,000 (per lot)

## Imposed Conditions

### Condition # 1

<b>Name</b>	Flood
<b>Code</b>	WTCRS014
<b>Related Cover</b>	Policy
<b>Wording</b>	This policy is extended to include flood. The word 'flood' is deleted from exclusion 1.e on page 35 and exclusion e on page 40.

# Insurance Valuation Report

For

**Asprey**

**55 Stuart Street, Griffith ACT 2603**

**Scheme Number: 2270**



***COMPILED BY: QIA GROUP PTY LTD***

**Job Reference Number: 220841**

**16 April 2025**

**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](mailto:info@qjagroup.com.au)  
W [www.qjagroup.com.au](http://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

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## SECTION 1 – INSURANCE VALUATION SUMMARY

### 1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **55 Stuart Street, Griffith ACT 2603**.

### 1.2 Property Address

The property is situated at **55 Stuart Street, Griffith ACT 2603**.

### 1.3 Description of Building

The property comprises sixteen commercial and residential lots of two-storey building, each with car space under one-storey basement. Access to upper floor is by internal stairs. Common property includes garbage enclosure, driveway and site landscaping.  
In accordance with the plans provided the year of registration is 2003.

### 1.4 Client

**The Proprietors Asprey.**

### 1.5 Replacement Value

**Recommended Insured Value: \$15,440,000 (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:** \$11,590,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months

Calculated at 6% over the period \$1,040,000

**Progressive Subtotal:** \$12,630,000

Professional Fees: \$1,390,000

**Progressive Subtotal:** \$14,020,000

Removal of Debris: \$580,000

**Progressive Subtotal:** \$14,600,000

Cost Escalation for Insurance Policy Lapse Period: \$840,000

**Progressive Subtotal:** \$15,440,000

**Recommended Insured Value: \$15,440,000 (Inc GST)**

## 2.7 Site Location Map



## SECTION 3 – REPORTING PROCESS AND CONTENT

### 3.1 *SITE FACTORS*

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

### 3.2 *ADDITIONS & IMPROVEMENTS*

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

### 3.3 *MAINTENANCE*

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

### 3.4 *SUMMARY OF CONSTRUCTION*

#### 3.4.1 **Primary Method of Construction**

##### **3.4.1.1 FLOOR STRUCTURE**

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

##### **3.4.1.2 WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Masonry.

EXTERNAL WALL FINISHES: Rendered & painted.

##### **3.4.1.3 ROOF STRUCTURE**

ROOF CONSTRUCTION: Steel/Timber framed low pitched roof.

ROOFING: Cliplock metal sheeting.

##### **3.4.1.4 DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Concrete.

### 3.5 *AREAS NOT INSPECTED - TYPICAL*

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

### 3.6 *SCOPE*

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

### **3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any rationalisation or modernisation of 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



# ACT Maintenance Plan

Asprey

55 Stuart Street, Griffith, ACT 2603

Scheme Number: 2270



*COMPILED BY VON HARAMINA*

On 15 July 2022 for the  
Period Commencing 1 January 2022  
QIA Job Reference Number: 175449  
Professional Indemnity Insurance Policy Number 96 0968886 PLP  
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QIA Group Pty Ltd  
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## INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)  
both as amended 1 November 2020.

## PROPERTY LOCATION

55 Stuart Street, Griffith, ACT 2603

## INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on July 2022

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

## BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

## REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

This Maintenance 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 was available 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, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of inspections and the repairs and replacements identified for restorative purposes only.

The report does not and cannot make comment upon 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.

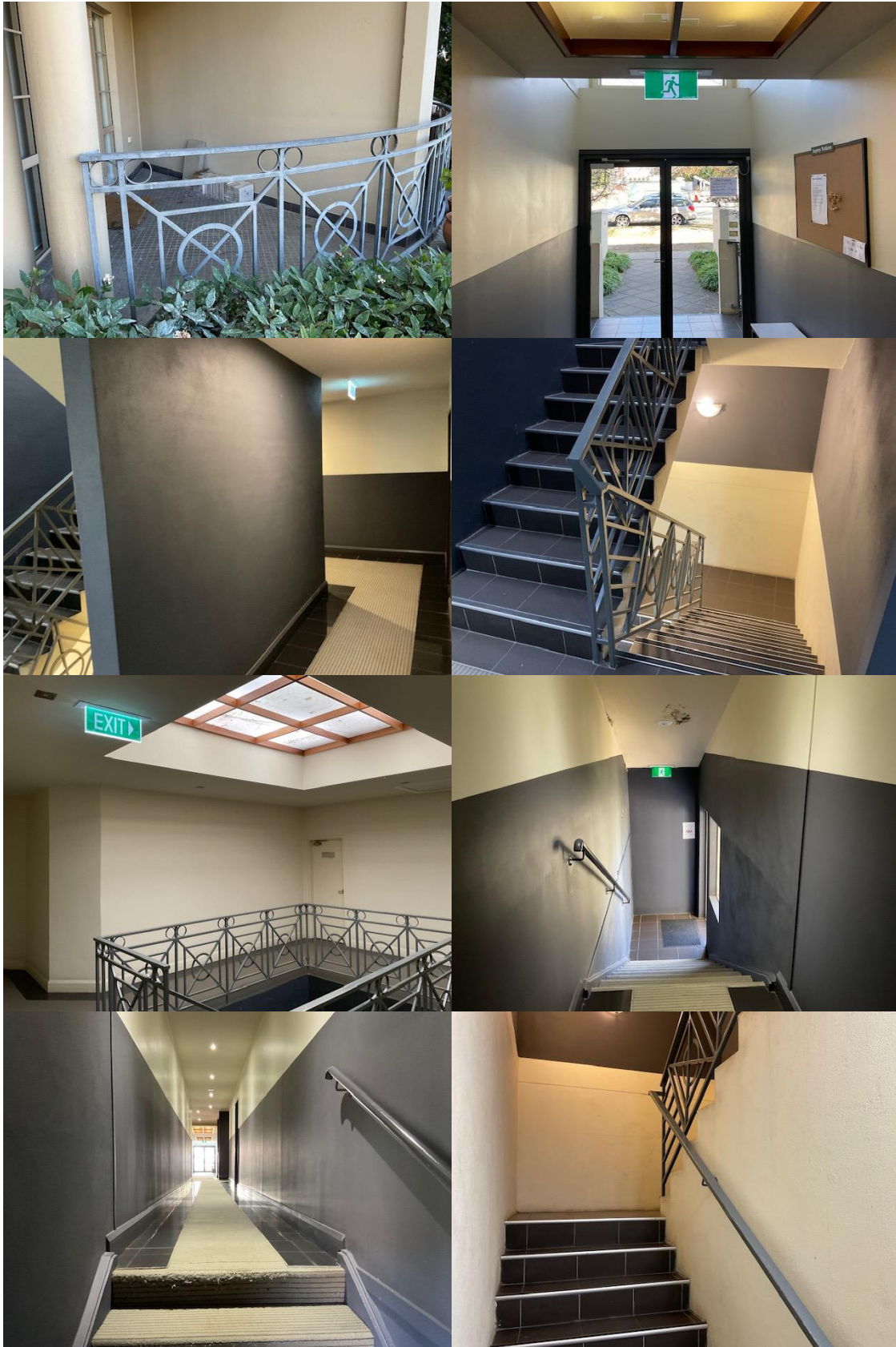
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

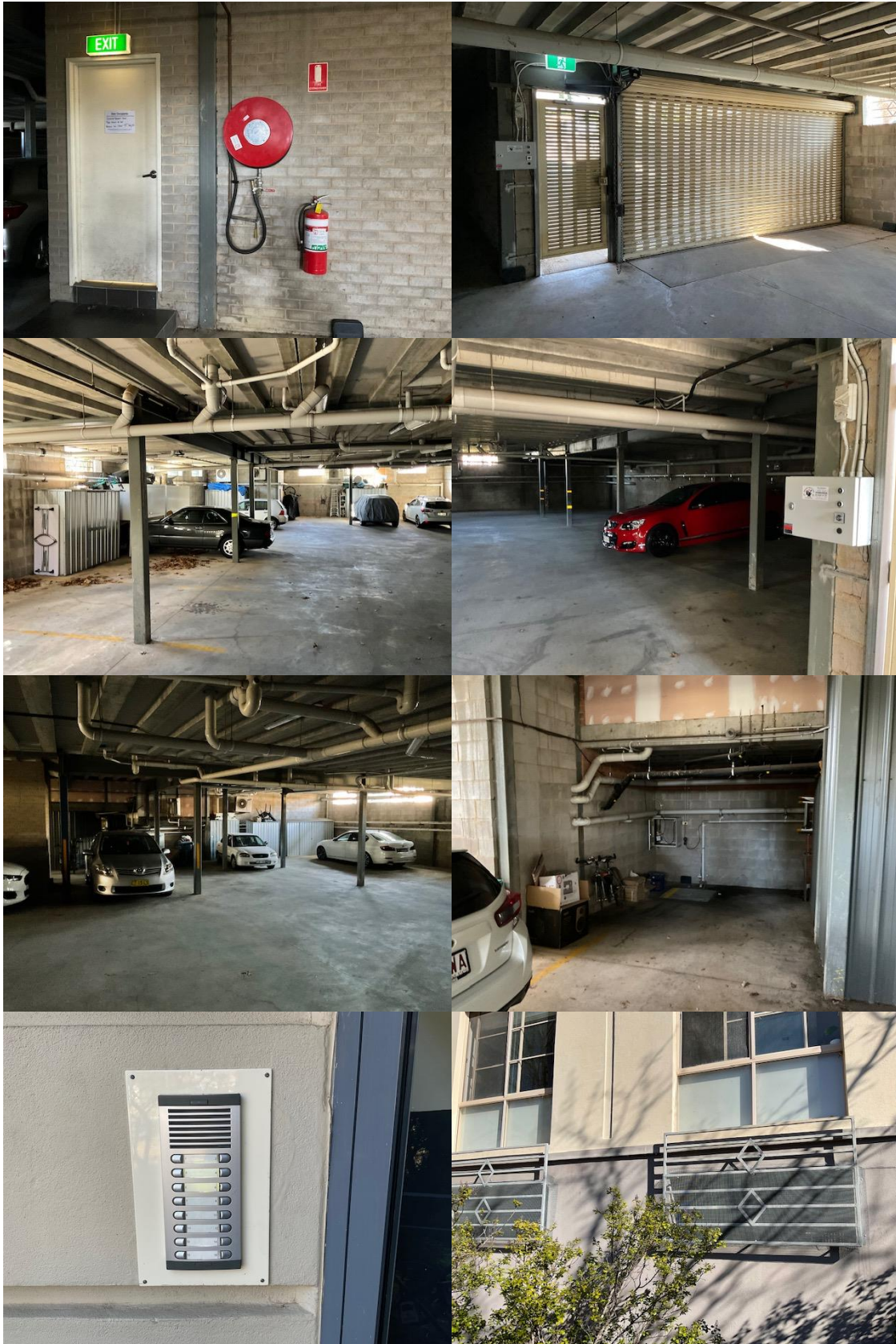
Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

## AREAS NOT INSPECTED (Typical)

- 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.









# ACT MAINTENANCE PLAN

Asprey - Plan No 2270 (Class A)

55 Stuart Street, Griffith, ACT 2603

Date of preparation of Initial Maintenance Plan - 15 July 2022



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																	
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036		
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for Inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)			Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate											
<b>SUPERSTRUCTURE</b>																										
Repaint buildings				Routine		Annually		OC	10	X															X	
Repaint balcony/verandah ceilings				Routine		Annually		OC	10	X																X
Repaint posts/columns				Routine		Annually		OC	10	X																X
Repaint soffits				Routine		Annually		OC	10	X																X
Repaint fascia				Routine		Annually		OC	10	X																X
Repaint door faces				Routine		Annually		OC	10	X																X
Maintain/replace external door/frames				Routine		Annually		OC	30										X							
Repair/replace balustrades & handrails				Routine		Annually		OC	10		X				X					X						X
Repaint balustrades/handrails				Routine		Annually		OC	10	X											X					
Maintain window fixtures & fittings				Routine		Annually		OC	50			X						X						X		
Maintain screens/louvres/rails/frames				Routine		Annually		OC	40	X				X					X					X		
Maintain balcony/verandah floor tiles				Routine		Annually		OC	40				X							X						
<b>BASEMENT</b>																										
Repaint line marking				Routine/Safety		Annually		OC	8			X												X		
Repaint door faces				Routine		Annually		OC	10	X															X	
Maintain/replace main garage door				Routine		Annually		OC	30											X						
Maintain/repair main garage door running gear				Inspect/Service		Annually		Licensed Contractor	15		X							X								X
Service/replace garage door motor				Inspect/Service		Annually		Licensed Contractor	8			X									X					
Repaint previously painted basement surfaces (i.e. columns, beams)				Routine		Annually		OC	10	X											X					
Service/replace stormwater pumps				Inspect/Service		Annually		Licensed Contractor	15			X												X		
Maintain/replace stormwater pump controller				Inspect/Service		Annually		Licensed Contractor	20									X								
Clean/maintain pump pits & enclosures				Routine		Annually		OC	As required																	
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																										
Maintain concrete driveway				Routine/Safety		Annually		OC	50						X									X		
Repair/replace paved pathways				Routine/Safety		Annually		OC	30		X				X					X						X
Pressure wash pathways/driveway, remove residue				Routine/Safety		Annually		OC	As required																	
<b>ENTRY FOYER</b>																										
Repaint walls				Routine		Annually		OC	10	X														X		
Repaint ceiling				Routine		Annually		OC	10	X														X		
Maintain floor tiles				Routine/Safety		Annually		OC	30			X				X						X				
Maintain/replace carpet				Routine/Safety		Annually		OC	12										X							
Repaint door faces				Routine		Annually		OC	10	X											X					





# ACT MAINTENANCE PLAN

Asprey - Plan No 2270 (Class A)

55 Stuart Street, Griffith, ACT 2603

Date of preparation of Initial Maintenance Plan - 15 July 2022



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																		
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036			
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for Inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)			Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate												
<b>STAIRWELL</b>																											
Repaint walls								Routine																			
Repaint ceilings								Routine																			
Repaint door faces								Routine																			
Maintain/repaint handrails								Routine																			
Maintain floor tiles								Routine																			
<b>Inspection Types</b>																											
Routine - A rudimentary inspection to ascertain that the item is in generally good order with no deterioration or damage that may require attention or repair																											
Routine/safety - As per Routine, paying particular attention to items that may cause injury to owners/occupants/visitors																											
Service - An inspection where some additional level of attention or maintenance may be required, e.g. Cleaning a pump well																											
Inspect/service - Inspect to ascertain operation is normal and rectify any issues																											
Compliance - Inspect, test and maintain as necessary to ensure that the item meets a particular Regulation or Standard																											

# Sinking Fund Plan

## Asprey

**55 Stuart Street, Griffith, ACT 2603**

**Scheme Number: 2270**



***COMPILED BY SIMON VINCENT***

**On 25 January 2023 for the  
15 Years Commencing: 1 October 2022  
QIA Job Reference Number: 115237**

Professional Indemnity Insurance Policy Number 1411189338 PLP  
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## INTRODUCTION

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

## LOCATION

55 Stuart Street, Griffith, ACT 2603

## 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:	\$23.00
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$50,688.00
The proposed Sinking Fund Levy per entitlement is:	\$24.84

## 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.

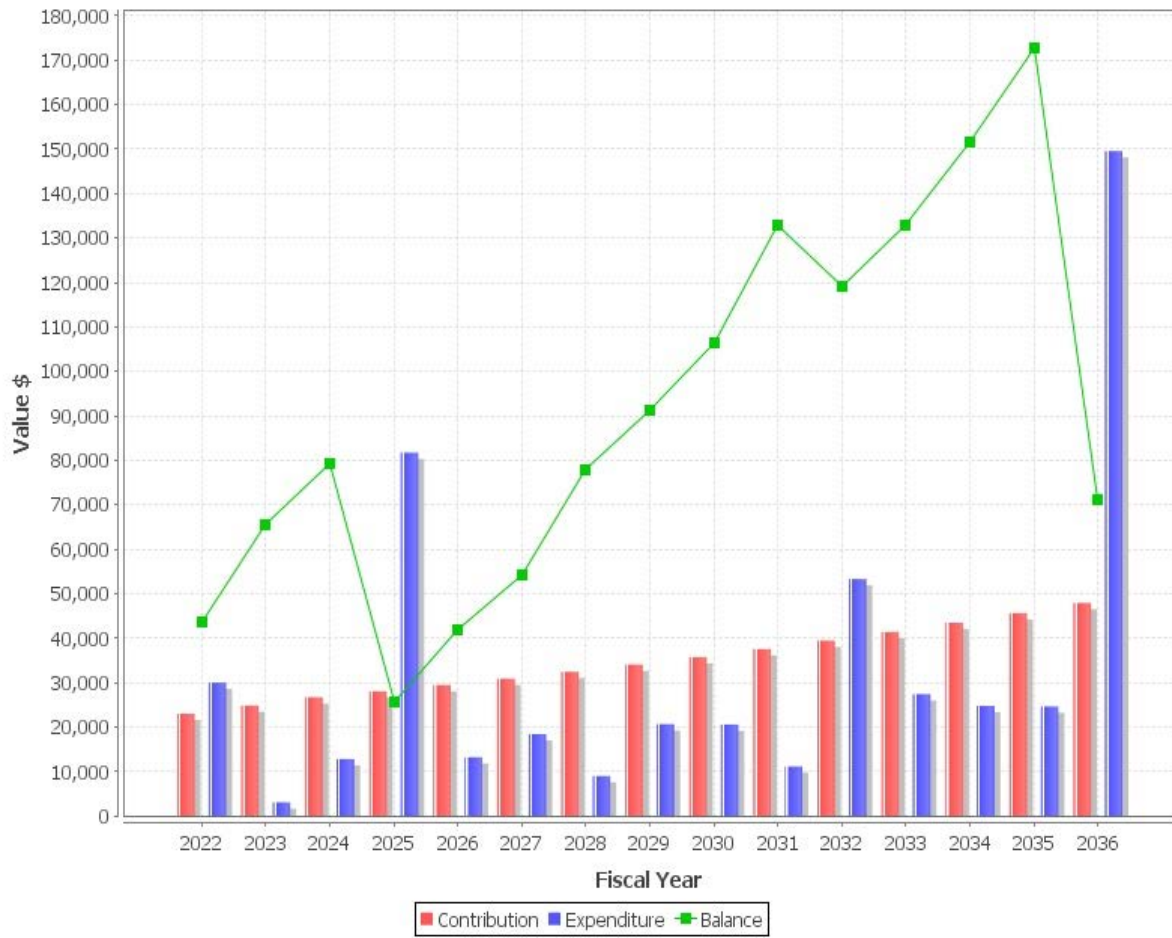
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	01/10/2022	\$50,688	\$23,000	\$23.00	\$29,987	\$43,701
2	01/10/2023	\$43,701	\$24,837	\$24.84	\$3,026	\$65,512
3	01/10/2024	\$65,512	\$26,674	\$26.67	\$12,810	\$79,376
4	01/10/2025	\$79,376	\$28,008	\$28.01	\$81,714	\$25,669
5	01/10/2026	\$25,669	\$29,408	\$29.41	\$13,187	\$41,890
6	01/10/2027	\$41,890	\$30,878	\$30.88	\$18,404	\$54,365
7	01/10/2028	\$54,365	\$32,422	\$32.42	\$8,953	\$77,834
8	01/10/2029	\$77,834	\$34,044	\$34.04	\$20,632	\$91,246
9	01/10/2030	\$91,246	\$35,746	\$35.75	\$20,534	\$106,458
10	01/10/2031	\$106,458	\$37,533	\$37.53	\$11,136	\$132,855
11	01/10/2032	\$132,855	\$39,410	\$39.41	\$53,269	\$118,995
12	01/10/2033	\$118,995	\$41,380	\$41.38	\$27,370	\$133,006
13	01/10/2034	\$133,006	\$43,449	\$43.45	\$24,723	\$151,732
14	01/10/2035	\$151,732	\$45,622	\$45.62	\$24,600	\$172,754
15	01/10/2036	\$172,754	\$47,903	\$47.90	\$149,567	\$71,090

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>October 2022</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$1,600
<b>EXTERNAL WORKS</b>	
- Ongoing partial maintenance of pathways 10% of total	\$520
<b>FURNITURE &amp; FITTINGS</b>	
- Ongoing partial replacement of exterior lighting	\$502
<b>ROOF</b>	
- Provision to replace skylights	\$3,423
- Maintain metal roof fixings/flashings	\$5,000
<b>STAIRWELL/CORRIDOR</b>	
- Repaint walls	\$10,972
- Repaint ceiling	\$3,696
- Repaint handrails	\$2,310
- Repaint door face	\$1,964
<u>Total Forecast Expenditure for year - October 2022 (Inc GST):</u>	<u>\$29,987</u>
Includes GST amount of :	\$2,726
<b>October 2023</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision to replace balustrade/handrail fixings	\$340
- Capital Replacement - General	\$1,680
<b>EXTERNAL WORKS</b>	
- Replace bin enclosure roller door motor	\$485

**FURNITURE & FITTINGS**

- Provision to replace door closers 10% of total	\$340
--	-------

**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguisher	\$182
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<u>Total Forecast Expenditure for year - October 2023 (Inc GST):</u>	<u>\$3,026</u>
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Includes GST amount of :	\$275
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<b>October 2024</b>	Expense Inc GST
---------------------	--------------------

**SUPERSTRUCTURE**

- Replace window fixtures and fittings	\$535
--	-------

- Capital Replacement - General	\$1,764
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**BASEMENT**

- Repaint line marking	\$2,674
------------------------	---------

**EXTERNAL WORKS**

- Provision to remove/trim trees	\$3,000
----------------------------------	---------

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$554
--	-------

**FIRE PROTECTION SYSTEMS**

- Install/Replace exit signage/emergency lighting	\$509
---	-------

**ROOF**

- Provision to replace skylights	\$3,774
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<u>Total Forecast Expenditure for year - October 2024 (Inc GST):</u>	<u>\$12,810</u>
--	-----------------

Includes GST amount of :	\$1,165
--------------------------	---------

<b>October 2025</b>	Expense Inc GST
---------------------	--------------------

**SUPERSTRUCTURE**

- Repaint building	\$40,112
--------------------	----------

- Repaint balcony ceilings/columns	\$7,354
- Repaint soffits	\$2,674
- Scaffold/access equip allowance	\$14,708
- Repaint door face	\$535
- Replace external door/frame	\$1,070
- Repaint balustrade/handrails	\$4,813
- Capital Replacement - General	\$1,852

**BASEMENT**

- Repaint door face	\$802
- Repaint columns	\$4,680

**EXTERNAL WORKS**

- Ongoing partial maintenance of pathways 10% of total	\$602
--	-------

**FENCING**

- Repaint boundary walls/fencing	\$2,139
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**FURNITURE & FITTINGS**

- Provision to replace door closers 10% of total	\$374
--	-------

Total Forecast Expenditure for year - October 2025 (Inc GST): **\$81,714**

Includes GST amount of : **\$7,429**

<b>October 2026</b>	Expense Inc GST
---------------------	--------------------

**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$393
- Capital Replacement - General	\$1,944

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$611
--	-------

**ROOF**

- Provision to replace skylights	\$4,161
----------------------------------	---------

- Maintain metal roof fixings/flashings	\$6,078
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<u>Total Forecast Expenditure for year - October 2026 (Inc GST):</u>	<u>\$13,187</u>
--	-----------------

Includes GST amount of :	\$1,199
--------------------------	---------

<b>October 2027</b>	Expense Inc GST
---------------------	--------------------

**SUPERSTRUCTURE**

- Replace window fixtures and fittings	\$619
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- Capital Replacement - General	\$2,042
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**BASEMENT**

- Replace main garage door motor	\$3,685
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**EXTERNAL WORKS**

- Maintain common pipework	\$3,980
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**FURNITURE & FITTINGS**

- Provision to replace door closers 10% of total	\$413
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**FIRE PROTECTION SYSTEMS**

- Install/Replace exit signage/emergency lighting	\$590
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**STAIRWELL/CORRIDOR**

- Replace carpet/floor covering	\$7,076
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<u>Total Forecast Expenditure for year - October 2027 (Inc GST):</u>	<u>\$18,404</u>
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Includes GST amount of :	\$1,673
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<b>October 2028</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,144
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**EXTERNAL WORKS**

- Ongoing partial maintenance of pathways 10% of total	\$697
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- Replace bin enclosure roller door motor	\$619
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$673
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**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguisher	\$232
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**ROOF**

- Provision to replace skylights	\$4,588
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<u>Total Forecast Expenditure for year - October 2028 (Inc GST):</u>	<u>\$8,953</u>
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Includes GST amount of :	\$814
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<b>October 2029</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$455
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- Capital Replacement - General	\$2,251
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**FURNITURE & FITTINGS**

- Provision to upgrade intercom systems & associated equipment	\$9,751
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- Provision to replace door closers 10% of total	\$455
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**ROOF**

- Provision to replace guttering/downpipes in 17 years (partial accrual)	\$4,876
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**STAIRWELL/CORRIDOR**

- Maintain tiles 10% of total	\$2,844
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<u>Total Forecast Expenditure for year - October 2029 (Inc GST):</u>	<u>\$20,632</u>
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Includes GST amount of :	\$1,876
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<b>October 2030</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Replace window fixtures and fittings	\$717
- Capital Replacement - General	\$2,363
<b>DRIVEWAY</b>	
- Maintain driveway 10% of total	\$3,584
<b>FURNITURE &amp; FITTINGS</b>	
- Ongoing partial replacement of exterior lighting	\$742
<b>FIRE PROTECTION SYSTEMS</b>	
- Install/Replace exit signage/emergency lighting	\$683
<b>ROOF</b>	
- Provision to replace skylights	\$5,058
- Maintain metal roof fixings/flashings	\$7,387
<u>Total Forecast Expenditure for year - October 2030 (Inc GST):</u>	<u>\$20,534</u>
Includes GST amount of :	\$1,867

<b>October 2031</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$2,482
<b>BASEMENT</b>	
- Repaint line marking	\$3,763
- Replace stormwater pump	\$3,584
<b>EXTERNAL WORKS</b>	
- Ongoing partial maintenance of pathways 10% of total	\$806
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to replace door closers 10% of total	\$502

Total Forecast Expenditure for year - October 2031 (Inc GST): \$11,136

Includes GST amount of : \$1,012

<b>October 2032</b>	<b>Expense Inc GST</b>
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#### **SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings \$527

- Capital Replacement - General \$2,606

#### **FURNITURE & FITTINGS**

- Provision to replace mail boxes in 15 years (partial accrual) \$3,010

- Ongoing partial replacement of exterior lighting \$818

#### **FIRE PROTECTION SYSTEMS**

- Provision to replace fire hose reel \$941

#### **ROOF**

- Provision to replace skylights \$5,576

- Provision to replace guttering/downpipes in 17 years (partial accrual) \$5,644

#### **STAIRWELL/CORRIDOR**

- Repaint walls \$17,873

- Repaint ceiling \$6,020

- Repaint handrails \$3,763

- Maintain tiles 10% of total \$3,292

- Repaint door face \$3,198

Total Forecast Expenditure for year - October 2032 (Inc GST): \$53,269

Includes GST amount of : \$4,843

<b>October 2033</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Replace window fixtures and fittings	\$830
- Capital Replacement - General	\$2,736
<b>BASEMENT</b>	
- Provision to replace main door in 12 years	\$10,865
- Maintain/repair main garage door running gear	\$2,608
<b>EXTERNAL WORKS</b>	
- Maintain common pipework	\$5,334
- Replace bin enclosure roller door	\$2,568
- Replace bin enclosure roller door motor	\$790
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to replace door closers 10% of total	\$553
<b>FIRE PROTECTION SYSTEMS</b>	
- Provision to replace portable fire extinguisher	\$296
- Install/Replace exit signage/emergency lighting	\$790
<u>Total Forecast Expenditure for year - October 2033 (Inc GST):</u>	<u>\$27,370</u>
Includes GST amount of :	\$2,488

<b>October 2034</b>	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Capital Replacement - General	\$2,873
<b>EXTERNAL WORKS</b>	
- Ongoing partial maintenance of pathways 10% of total	\$933
- Provision to remove/trim trees	\$4,887

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$902
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**ROOF**

- Provision to replace skylights	\$6,148
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- Maintain metal roof fixings/flashings	\$8,979
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<u>Total Forecast Expenditure for year - October 2034 (Inc</u>	<u>\$24,723</u>
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<u>GST):</u>	
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Includes GST amount of :	\$2,248
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**October 2035**

Expense

Inc GST

**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$610
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- Capital Replacement - General	\$3,016
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**BASEMENT**

- Replace main garage door motor	\$5,445
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**DRIVEWAY**

- Maintain driveway 10% of total	\$4,574
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**FURNITURE & FITTINGS**

- Provision to replace door closers 10% of total	\$610
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**ROOF**

- Provision to replace guttering/downpipes in 17 years (partial accrual)	\$6,534
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**STAIRWELL/CORRIDOR**

- Maintain tiles 10% of total	\$3,811
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<u>Total Forecast Expenditure for year - October 2035 (Inc</u>	<u>\$24,600</u>
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<u>GST):</u>	
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Includes GST amount of :	\$2,236
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<b>October 2036</b>	<b>Expense Inc GST</b>
<b>SUPERSTRUCTURE</b>	
- Repaint building	\$68,605
- Repaint balcony ceilings/columns	\$12,578
- Replace window fixtures and fittings	\$960
- Repaint soffits	\$4,574
- Scaffold/access equip allowance	\$25,155
- Repaint door face	\$915
- Repaint balustrade/handrails	\$8,233
- Capital Replacement - General	\$3,167
<b>BASEMENT</b>	
- Repaint door face	\$1,372
- Repaint columns	\$8,004
<b>FENCING</b>	
- Repaint boundary walls/fencing	\$3,659
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to replace mail boxes in 15 years (partial accrual)	\$3,659
- Ongoing partial replacement of exterior lighting	\$995
<b>FIRE PROTECTION SYSTEMS</b>	
- Install/Replace exit signage/emergency lighting	\$915
<b>ROOF</b>	
- Provision to replace skylights	\$6,778
<u>Total Forecast Expenditure for year - October 2036 (Inc GST):</u>	<u>\$149,567</u>
Includes GST amount of :	\$13,597

**ITEMISED EXPENDITURE BY YEAR**

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>SUPERSTRUCTURE</b>																		
- Repaint building	\$30,000	2025	11				40112											68605
- Repaint balcony ceilings/columns	\$5,500	2025	11				7354											12578
- Replace window fixtures and fittings	\$420	2024	3			535			619			717			830			960
- Repaint soffits	\$2,000	2025	11				2674											4574
- Scaffold/access equip allowance	\$11,000	2025	11				14708											25155
- Repaint door face	\$400	2025	11				535											915
- Replace external door/frame	\$800	2025	22				1070											
- Provision to replace balustrade/handrail fixings	\$280	2023	3		340			393			455			527			610	
- Repaint balustrade/handrails	\$3,600	2025	11				4813											8233
- Capital Replacement - General	\$1,385	2022	0	1600	1680	1764	1852	1944	2042	2144	2251	2363	2482	2606	2736	2873	3016	3167
<b>BASEMENT</b>																		
- Repaint line marking	\$2,100	2024	7			2674							3763					
- Repaint door face	\$600	2025	11				802											1372
- Provision to replace main door in 12 years	\$5,500	2033	30												10865			
- Maintain/repair main garage door running gear	\$1,320	2033	15												2608			
- Replace main garage door motor	\$2,500	2027	8						3685								5445	
- Repaint columns	\$3,500	2025	11				4680											8004
- Replace stormwater pump	\$2,000	2031	14										3584					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>DRIVEWAY</b>																		
- Maintain driveway 10% of total	\$2,100	2030	5									3584					4574	
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,700	2027	6						3980						5334			
- Ongoing partial maintenance of pathways 10% of total	\$450	2022	3	520			602			697			806			933		
- Replace bin enclosure roller door	\$1,300	2033	30												2568			
- Replace bin enclosure roller door motor	\$400	2023	5		485					619					790			
- Provision to remove/trim trees	\$2,356	2024	10			3000										4887		
<b>FENCING</b>																		
- Repaint boundary walls/fencing	\$1,600	2025	11				2139											3659
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace mail boxes in 15 years (partial accrual)	\$1,600	2032	4											3010				3659
- Ongoing partial replacement of exterior lighting	\$435	2022	2	502		554		611		673		742		818		902		995
- Provision to upgrade intercom systems & associated equipment	\$6,000	2029	13								9751							
- Provision to replace door closers 10% of total	\$280	2023	2	340			374		413		455		502		553		610	
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to replace fire hose reel	\$500	2032	15											941				
- Provision to replace portable fire extinguisher	\$150	2023	5	182						232					296			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
- Install/Replace exit signage/emergency lighting	\$400	2024	3			509			590			683			790			915
<b>ROOF</b>																		
- Provision to replace skylights	\$2,964	2022	2	3423		3774		4161		4588		5058		5576		6148		6778
- Provision to replace guttering/downpipes in 17 years (partial accrual)	\$3,000	2029	3								4876			5644			6534	
- Maintain metal roof fixings/flashings	\$4,329	2022	4	5000				6078				7387				8979		
<b>STAIRWELL/CORRIDOR</b>																		
- Repaint walls	\$9,500	2022	10	10973										17873				
- Repaint ceiling	\$3,200	2022	10	3696										6020				
- Repaint handrails	\$2,000	2022	10	2310										3763				
- Maintain tiles 10% of total	\$1,750	2029	3								2844			3292			3811	
- Replace carpet/floor covering	\$4,800	2027	12						7076									
- Repaint door face	\$1,700	2022	10	1964										3198				
<b>Total</b>				29987	3026	12810	81714	13187	18404	8953	20632	20534	11136	53269	27370	24723	24600	149567
<b>Includes GST amount of</b>				2726	275	1165	7429	1199	1673	814	1876	1867	1012	4843	2488	2248	2236	13597

**ITEMISED ACCRUALS BY YEAR**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>SUPERSTRUCTURE</b>																		
- Repaint building	\$30,000	2025	11	9306	19078	29339	40112	4829	9900	15224	20814	26683	32847	39318	46113	53248	60739	68605
- Repaint balcony ceilings/columns	\$5,500	2025	11	1706	3498	5379	7354	885	1815	2791	3816	4892	6022	7209	8454	9762	11136	12578
- Replace window fixtures and fittings	\$420	2024	3	170	348	535	196	403	619	227	466	717	263	540	830	305	624	960
- Repaint soffits	\$2,000	2025	11	620	1272	1956	2674	322	660	1015	1388	1779	2190	2621	3074	3550	4050	4574
- Scaffold/access equip allowance	\$11,000	2025	11	3412	6995	10758	14708	1771	3630	5582	7632	9784	12044	14417	16908	19524	22271	25155
- Repaint door face	\$400	2025	11	124	254	391	535	64	132	203	278	356	438	524	615	710	810	915
- Replace external door/frame	\$800	2025	22	248	509	783	1070	81	167	256	350	449	553	662	776	896	1022	1155
- Provision to replace balustrade/handrail fixings	\$280	2023	3	166	340	125	256	393	144	296	455	167	343	527	193	397	610	224
- Repaint balustrade/handrails	\$3,600	2025	11	1117	2289	3520	4813	580	1188	1827	2498	3202	3942	4718	5534	6390	7289	8233
- Capital Replacement - General	\$1,385	2022	0	1600	1680	1764	1852	1944	2042	2144	2251	2363	2482	2606	2736	2873	3016	3167
<b>BASEMENT</b>																		
- Repaint line marking	\$2,100	2024	7	848	1739	2674	462	947	1457	1992	2554	3144	3763	650	1333	2050	2802	3593
- Repaint door face	\$600	2025	11	186	381	587	802	97	198	304	416	534	657	786	922	1065	1215	1372
- Provision to replace main door in 12 years	\$5,500	2033	30	683	1399	2152	2942	3772	4643	5558	6518	7527	8586	9698	10865	707	1449	2228
- Maintain/repair main garage door running gear	\$1,320	2033	15	164	336	517	706	905	1114	1334	1565	1807	2061	2328	2608	251	515	792
- Replace main garage door motor	\$2,500	2027	8	542	1111	1708	2335	2994	3685	570	1169	1798	2458	3151	3879	4643	5445	842
- Repaint columns	\$3,500	2025	11	1086	2226	3423	4680	563	1155	1776	2428	3113	3832	4587	5380	6212	7086	8004
- Replace stormwater pump	\$2,000	2031	14	285	584	898	1228	1574	1938	2320	2721	3142	3584	362	742	1141	1561	2001

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>DRIVEWAY</b>																		
- Maintain driveway 10% of total	\$2,100	2030	5	325	666	1025	1401	1796	2211	2646	3104	3584	828	1697	2610	3568	4574	1056
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,700	2027	6	585	1200	1845	2522	3233	3980	784	1608	2472	3380	4333	5334	1051	2154	3313
- Ongoing partial maintenance of pathways 10% of total	\$450	2022	3	520	191	391	602	221	453	697	256	524	806	296	607	933	343	702
- Replace bin enclosure roller door	\$1,300	2033	30	161	331	509	695	891	1097	1314	1541	1779	2029	2292	2568	167	342	527
- Replace bin enclosure roller door motor	\$400	2023	5	237	485	112	230	353	483	619	143	293	451	616	790	182	374	575
- Provision to remove/trim trees	\$2,356	2024	10	952	1951	3000	389	797	1225	1675	2147	2643	3163	3710	4284	4887	633	1297
<b>FENCING</b>																		
- Repaint boundary walls/fencing	\$1,600	2025	11	496	1017	1565	2139	258	528	812	1110	1423	1752	2097	2459	2840	3239	3659
<b>FURNITURE &amp; FITTINGS</b>																		
- Provision to replace mail boxes in 15 years (partial accrual)	\$1,600	2032	4	212	434	668	913	1171	1441	1725	2023	2336	2665	3010	849	1740	2676	3659
- Ongoing partial replacement of exterior lighting	\$435	2022	2	502	270	554	298	611	328	673	362	742	399	818	440	902	485	995
- Provision to upgrade intercom systems & associated equipment	\$6,000	2029	13	1021	2093	3219	4401	5642	6946	8314	9751	1038	2128	3272	4474	5736	7060	8451
- Provision to replace door closers 10% of total	\$280	2023	2	166	340	182	374	201	413	222	455	245	502	270	553	298	610	328
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to replace fire hose reel	\$500	2032	15	66	136	209	285	366	451	539	632	730	833	941	91	186	286	391
- Provision to replace portable fire extinguisher	\$150	2023	5	89	182	42	86	132	181	232	54	110	169	231	296	68	140	215

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
- Install/Replace exit signage/emergency lighting	\$400	2024	3	161	331	<b>509</b>	187	384	<b>590</b>	217	444	<b>683</b>	251	514	<b>790</b>	290	595	<b>915</b>
<b>ROOF</b>																		
- Provision to replace skylights	\$2,964	2022	2	<b>3423</b>	1841	<b>3774</b>	2030	<b>4161</b>	2238	<b>4588</b>	2467	<b>5058</b>	2720	<b>5576</b>	2999	<b>6148</b>	3306	<b>6778</b>
- Provision to replace guttering/downpipes in 17 years (partial accrual)	\$3,000	2029	3	511	1047	1610	2201	2822	3473	4158	<b>4876</b>	1790	3670	<b>5644</b>	2073	4249	<b>6534</b>	2399
- Maintain metal roof fixings/flashings	\$4,329	2022	4	<b>5000</b>	1410	2891	4446	<b>6078</b>	1714	3513	5403	<b>7387</b>	2083	4271	6567	<b>8979</b>	2532	5191
<b>STAIRWELL/CORRIDOR</b>																		
- Repaint walls	\$9,500	2022	10	<b>10973</b>	1421	2913	4480	6125	7852	9665	11570	13569	15669	<b>17873</b>	2315	4745	7297	9976
- Repaint ceiling	\$3,200	2022	10	<b>3696</b>	479	981	1509	2063	2645	3256	3897	4570	5278	<b>6020</b>	780	1598	2458	3360
- Repaint handrails	\$2,000	2022	10	<b>2310</b>	299	613	943	1289	1653	2035	2436	2857	3299	<b>3763</b>	487	999	1536	2100
- Maintain tiles 10% of total	\$1,750	2029	3	298	611	939	1284	1646	2026	2425	<b>2844</b>	1044	2141	<b>3292</b>	1209	2478	<b>3811</b>	1399
- Replace carpet/floor covering	\$4,800	2027	12	1040	2133	3280	4484	5748	<b>7076</b>	798	1637	2517	3441	4411	5430	6500	7623	8803
- Repaint door face	\$1,700	2022	10	<b>1964</b>	254	521	802	1096	1405	1729	2070	2428	2804	<b>3198</b>	414	849	1306	1785
<b>TOTAL ACCRUALS</b>				<b>26983</b>	<b>60134</b>	<b>85051</b>	<b>41711</b>	<b>56021</b>	<b>66491</b>	<b>87102</b>	<b>97517</b>	<b>110745</b>	<b>135389</b>	<b>119581</b>	<b>132011</b>	<b>148395</b>	<b>166954</b>	<b>62703</b>

\* 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.

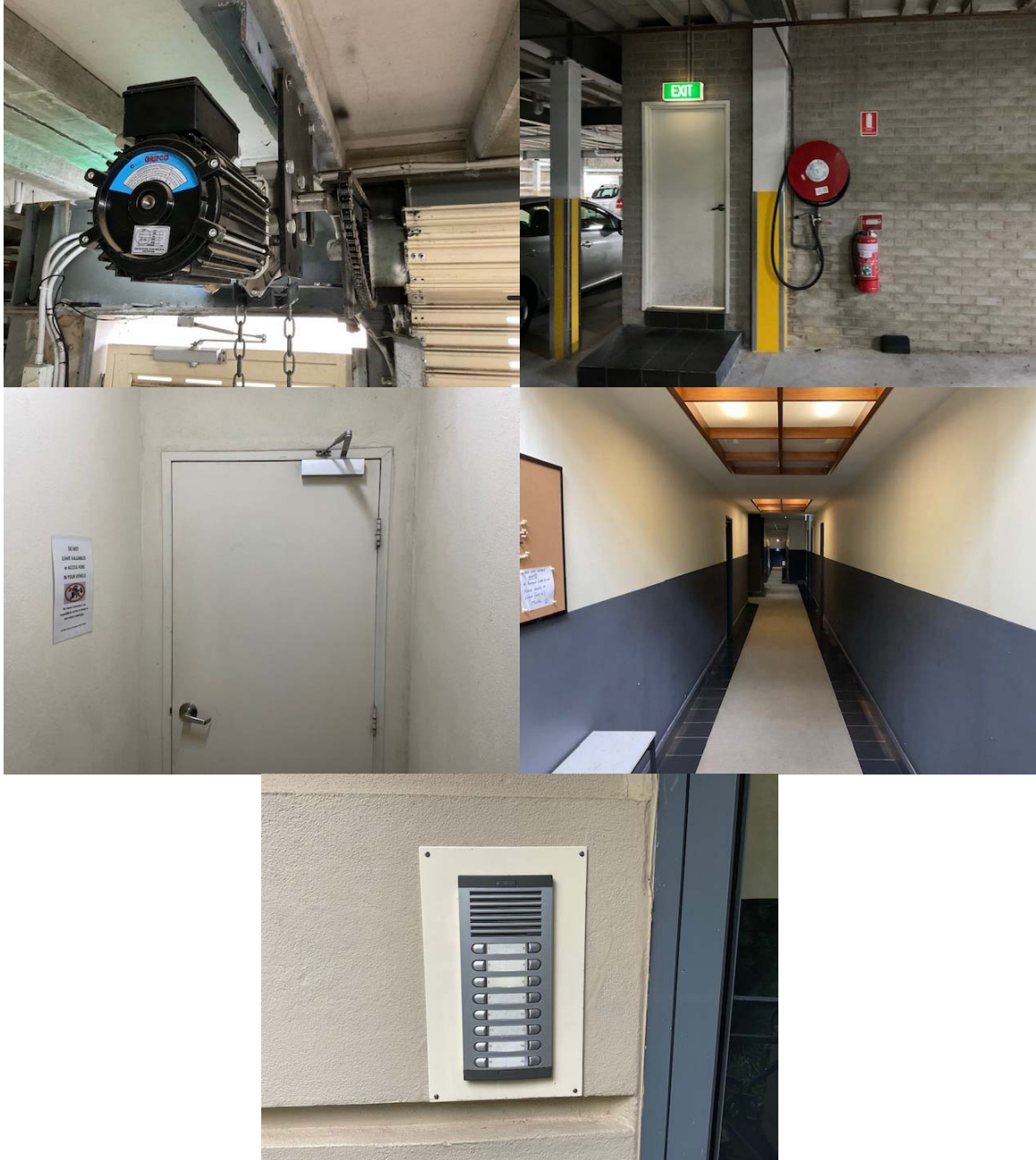
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.





**The Owners - Units Plan No.2270 Rules**  
(55 Stuart Street, Griffith ACT 2603)

*Note: These Rules are registered on the Units Plan No.2270 Common Property Title and are legally enforceable. The Rules apply to owners, tenants and visitors.  
Where a person rents their UP2270 unit, the residential tenancies legislation requires them to provide a copy of these Rules to their tenant.*

**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**

For the purposes of the owners corporation deciding on erections or alterations in or on a unit (a unit meaning a part of a parcel shown in the units plan as a unit), or the common property, the following applies:

- (1) **Internal erections and alterations:** A unit owner or occupier may erect or alter any non-load bearing internal structure provided the erection or alteration is not visible from the street or the common property of the owners corporation, and the erection or alteration complies with the requirements of any applicable law, code or standard in force in the Australian Capital Territory.
- (2) **Exterior erections and alterations:** A unit owner or occupier may erect or alter any non-load bearing permanent exterior structure only in accordance with subrule (4).
- (3) **Load-bearing erections and alterations:** A unit owner or occupier may erect or alter any internal or exterior load-bearing structure, only in accordance with subrule (4).
- (4) (a) The unit owner or occupier makes an application in writing to the owners corporation through the owners corporation's managing agent detailing the

- proposed erection or alteration; and
- (b) The erection or alteration is in accordance with the express written permission of the owners corporation's executive committee (including any conditions set by the committee), or where the committee chooses to call a general meeting of the owners corporation to decide on the application, the erection or alteration is in accordance with the decision of the general meeting by ordinary resolution; and
  - (c) Where the owners corporation's executive committee decides on the permission for the erection or alteration, the permission and any conditions set by the committee will be communicated in writing to the unit owner or occupier by the owners corporation's managing agent; and
  - (d) The erection or alteration complies with the requirements of any applicable law, code or standard in force in the Australian Capital Territory.

### **1.5 Pets in units**

For the purposes of the owners corporation giving, denying or revoking its consent to either a unit owner keeping an animal, or the unit owner allowing an animal to be kept within a unit or on the common property of the owners corporation, the following applies:

- (1) The executive committee for and on behalf of the owners corporation makes decisions regarding the owners corporation giving, denying or revoking consent; and
- (2) Prior to any unit seeking to keep an animal, the unit owner or occupier must make an application in writing to the executive committee through the owners corporation's managing agent including providing details of the type and breed of animal/s, the number of animals, and how the animal/s will be housed and controlled while in the unit or on the common property; and
- (3) If a unit occupier who is not the unit owner applies to keep an animal, the unit occupier must also provide with their application written consent from the unit owner authorizing the unit occupier to keep the animal which the unit occupier proposes to keep at the unit; and
- (4) The owners corporation's managing agent will communicate in writing to the unit owner and/or occupier the decision of the executive committee regarding the consent to the keeping of the animal/s, including any conditions regarding the animal/s and its keeping set by the executive committee, whether in providing consent or from time to time thereafter; and
- (5) There is no consent by the owners corporation to the keeping of an animal/s unless subrules (2), (3) and (4) are complied with; and
- (6) The unit owner and/or unit occupier must ensure the keeping of the animal/s complies with all of the written conditions set by the executive committee; and

- (7) The unit owner shall be liable for injury to a person on the common property or on unit property caused by the animal/s; and
- (8) The unit owner shall be liable for any damage to the common property or any unit property caused by the animal/s; and
- (9) If the animal/s causes a nuisance, or there is a failure to comply with any of the written conditions concerning the animal/s set by the executive committee, the executive committee can revoke consent to the keeping of the animal/s and require it to be immediately removed from the 55 Stuart Street, Griffith ACT 2603 site; and
- (10) The animal/s must be kept in accordance with the requirements of any applicable law in force in the Australian Capital Territory.

#### **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.

#### 1.12 What may an executive committee representative do?

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

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

#### 1.13 No person to prevent or interfere with work by the owners corporation

No person is permitted to unreasonably prevent or interfere in any way with:

- (1) any work being carried out by or on behalf of the owners corporation; and
- (2) any employee, contractor or agent of the owners corporation undertaking work for or on behalf of the owners corporation.

#### 1.14 Move in/Move out Process

Residents MUST ensure that the following requirements are adhered to when moving in or out of the building:

- (a) That parties moving in/out have reported your moving date to LJ Hooker Strata within 48 hours prior,

- (b) Parties are required to use protective blankets,
- (c) Parties are required to ensure there is no damage made to the common property, walls, carpets etc,
- (d) Report any damage that does occur to LJ Hooker Strata immediately,
- (e) The OC will arrange for any repairs that are needed as a result of damaged caused by parties moving in/out and the unit owner will be responsible for reimbursing the OC for these repairs,
- (f) **DO NOT** block the main driveway at any time. Trucks are to be unloaded in the driveway to the rubbish bin area, **ONLY**,
- (g) **DO NOT** leave your furniture unattended or piled up on the common property at any time,
- (h) **DO NOT** dump hard waste, costs associated with removal caused by parties moving in/out will be the responsibility of the unit owner for reimbursing the OC for these costs,
- (i) Ensure that you do not inconvenience other residents during the moving process,
- (j) When complete, please notify LJ Hooker Strata, so as a check can be made by the caretaker of the common property.

### **1.15 Smoke-free complex**

- (1) A unit owner must not smoke within the complex, on their balcony, or permit it to be visitors to smoke within the complex. Smoke drift causes substantial annoyance to owner, occupier or users of other units.
- (2) This rule does not apply to a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.

# TWICE AMENDED MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 2270 - ASPREY

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MEETING DATE	Monday 18 November 2024
MEETING TIME	4:00 PM
MEETING LOCATION	LJ Hooker Strata Offices, 182-200 City Walk, Canberra and Zoom

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# TWICE AMENDED MINUTES OF ANNUAL GENERAL MEETING

## UNITS PLAN NO. 2270 - ASPREY

MEETING DATE & TIME Monday 18 November 2024 at 4:00 PM

LOCATION LJ Hooker Strata Offices, 182-200 City Walk, Canberra or Zoom

NOTICE ISSUED Thursday 31 October 2024

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In attendance	
Name	Unit
K Reckord	6
J Gold	LJ Hooker Strata

In attendance via Zoom	
Name	Unit
L & L Gray	1
S O'Brien & H Fromholtz	2
G Colquhoun	3
A Carr	7
S Stacey	10
B Fisher	11
N Brodie	12

Proxies		
Name	Unit	Proxy appointment
G Woodbridge	9	Proxy to N Brodie (12)

Chairperson	
Name	Unit
N Brodie	12

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## QUORUM

The Chairperson advised that a quorum present and declared the meeting open.

Meeting opened on Monday 18<sup>th</sup> November 2024 at 4:07 PM

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## MOTIONS

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### 1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous Annual General Meeting held 28th November 2023 are confirmed.

CARRIED

L & L Gray (1) joined the meeting at 4:10pm.

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### 2. INSURANCE

a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

CARRIED

Secretary Notes:

- N Brodie advised the Managing Agent is to seek a quote from CIB for review with quotes sought from the Executive Committee when the policy is due for renewal.

b) That the Owners Corporation consider any new or outstanding insurance claims.

CARRIED

c) That the Owners Corporation agrees to obtain an insurance valuation and that the insurance coverage be adjusted in accordance with that valuation, in consultation with the Executive Committee.

CARRIED

Secretary Notes:

- Owners advised an updated valuation is to be ordered in the new year prior to renewal of the insurance policy.

*Owners are informed that the existing insurance cover is held through STRATA UNIT UNDERWRITERS as follows:*

Policy No	06S2003699
Renewal Date	11 July 2025
BUILDING	\$14,990,559.00
LOSS OF RENT	\$2,248,583.00
CATASTROPHE	\$2,248,583.00
PUBLIC LIABILITY	\$20,000,000.00
FIDELITY GUARANTEE	\$100,000.00
OFFICE BEARERS	\$5,000,000.00
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000.00
LEGAL EXPENSES	\$50,000.00
MACHINERY BREAKDOWN	
LOT OWNERS IMPROVEMENT	\$250,000.00

WORKERS COMPENSATION	
FLOOD	Included
COMMON CONTENTS	
APPEAL	
EXCESS	\$2,000 ,
Premium Paid	28934.00

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for the financial year ending 30 September 2024

CARRIED

AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 2270 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

NOTED

4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE  
BUDGET APPROVAL

That the Corporation agrees to the proposed Administrative Fund expenditure budget of \$88,231.20 excl GST and agrees to determine a levy equal to the proposed Administrative Fund income budget of \$90,000.00 excl GST for the period 1 October 2024 to 30 September 2025 and to be contributed to accordance with unit size per square metre. Payment to be made over 4 quarterly periods paid in advance on 15 December 2023, 1 February 2024, 1 May 2024 & 1 August 2024.

CARRIED

5. SINKING FUND INCOME AND EXPENDITURE BUDGET  
APPROVAL

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$20,000.00 excl GST and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$20,000.00 excl GST for the period 1 October 2024 to 30 September 2025 and to be contributed to accordance with unit size per square metre. Payment to be made over 4 quarterly periods paid in advance on 15 December 2023, 1 February 2024, 1 May 2024 & 1 August 2024.

CARRIED

6. MAINTENANCE PLAN REVIEW

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

CARRIED

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7. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

CARRIED

Maintenance Type	Contractor Details/Term (if applicable)
Strata Management Agreement	Expires November 2024
Electrical Preventative Maintenance	Charlton's Electrical
Fire Services Maintenance	FS Solutions
Garage Roller door Maintenance	Progressive Controls
Gardening	Andrews Lawn & Garden Maintenance
Plumbing Preventative Maintenance	O'Neill & Brown Dec 2022-2025
Roof Preventative Maintenance	Level Plumbing
Waste Services	JJ Richards

Secretary Notes:

- Unit 10 Leak: It was noted that there has been water ingress represented in the cornice of the bedroom in Unit 10. It is noted that a quote has been sent from Level Plumbing and onto the Executive Committee to review.

FIRE SAFETY REVIEW

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

NOTED

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8. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

CARRIED

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9. AMENDED HOUSE RULES

That the Owners Corporation review the amended house rules and accept them to be the registered alternate house rules for the complex.

CARRIED  
For: 6 Against: 2

Secretary Notes:

- Concerns around the passing of this motion have been raised around the commencement of 'policing' what occupants are doing on their balconies as there is worry this could start to be problematic for people that bbq, talk or have pets on their balcony.
- It is advised that residents are not to be verbally or physically mistreat other occupants within the complex. Should anything occur that is of offence to you or anyone around you please contact the police.

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## 10. APPOINTMENT OF MANAGING AGENT

That in accordance with the Unit Titles (Management) Act 2011:

a) LJH Strata (ACT) Pty Limited trading as LJ Hooker Strata ACT be appointed as Manager of Units Plan No 2270 for 12-months (1 year)

b) The owners corporation delegate to the Agent all of the functions of:

i) the owners corporation (other than those listed in the Act); and

ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and

iii) the delegation to the Agent is to be subject to the conditions and limitation in the Management Agreement.

CARRIED

Secretary Notes:

- Owners carried the motion with the amendment that the Management Agreement is made for 12-months.

---

## 11. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

CARRIED

G Woodbridge – Unit 9

N Brodie – Unit 12

Bandy Holdings Pty Ltd (B Willis) – Unit 16

## ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.

---

## GENERAL BUSINESS

- Waste: A query was raised around the allocation of Unit 16 paying for waste removal as it appeared on the proposed budget they they are exempt, it was clarified that as they are a commercial unit they are to pay and arrange their own waste collection due to the quantity of waste they previously produced.

Meeting closed on Monday 18<sup>th</sup> November 2024 at 4:46 PM

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On behalf of the Secretary

All correspondence to:

The Secretary,

182 - 200 City Walk

CANBERRA CITY ACT 2601

Email [jacinta@ljhookerstrata.com.au](mailto:jacinta@ljhookerstrata.com.au)

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# MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 2270 - ASPREY

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MEETING DATE	Thursday 13 November 2025
MEETING TIME	4:00 PM
MEETING LOCATION	Via Zoom

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# MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 2270 – ASPREY

DATE & TIME      Thursday 13 November 2025 at 4:00 PM  
LOCATION            Via Zoom

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## ATTENDANCE

Present	
Name	Unit
C Allan	1
K Reckord	6
A Carr	7
B Fisher	11
N Brodie & S McCann	12
B Willis on behalf of Bandy Holdings Pty Ltd	16

Apologies	
Name	Unit
G & S Stacey	10

Proxy Holder	Representing
S McCann	G Colquhoun Lot 3
N Brodie	G Woodbridge Lot 9

Chairperson	
Name	Unit
N Brodie	12

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## QUORUM

The Chairperson advised that a quorum was represented and declared the meeting open.

Meeting opened on Thursday 13 November 2025 at 4:03 PM

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### 1. MINUTES OF THE PREVIOUS GENERAL MEETING

That the minutes of the previous General Meeting held 18 November 2024 are confirmed.

CARRIED

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2. INSURANCE

a) That ahead of renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

CARRIED

b) That the Owners Corporation consider any new or outstanding insurance claims.

NOTED

Secretarial Notes:

- Once the insurance claims history is received from the brokers it is to be put into the LJ Hooker app for residents to see.
- 

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for the financial year ending 30 September 2025.

CARRIED

AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 2270 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

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4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE  
BUDGET APPROVAL

That the Corporation agrees to the proposed Administrative Fund expenditure budget of \$77,650.00 and agrees to determine a levy equal to the proposed Administrative Fund income budget of \$76,000.00 for the period 1 October 2025 to 30 September 2026 and to be contributed to accordance with unit size per square metre. Payment to be made over 4 instalments paid in advance on 1 December 2025, 1 February 2026, 1 May 2026 & 1 August 2026.

CARRIED

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5. SINKING FUND INCOME BUDGET APPROVAL

That the Corporation agrees to determine a levy equal to the proposed Sinking Fund income budget of \$20,000.00 for the period 1 October 2025 to 30 September 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 1 December 2025, 1 February 2026, 1 May 2026 & 1 August 2026.

CARRIED

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6. SINKING FUND EXPENDITURE BUDGET APPROVAL

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$20,000.00 for the period 1 October 2025 to 30 September 2026.

CARRIED

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7. SINKING FUND PLAN REVIEW

That the Owners Corporation agree to engage a contractor to undertake a review of the Sinking Fund Plan to be presented for adoption at the next Annual General Meeting.

DEFEATED

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8. MAINTENANCE PLAN REVIEW

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

CARRIED

---

9. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

CARRIED

Maintenance Type	Contractor Details/Term (if applicable)
Fire Services Maintenance	Canberra Fire Protection
Gardening & Cleaning	Andrews Lawn Mowing (ALMGM)
Roller Door Maintenance	Progressive Controls Pty Ltd
Plumbing Preventative Maintenance	O'Neill & Brown Plumbing
Pest Control	Hart Pest Management
Roof Preventative Maintenance	Level Plumbing
Waste Services	TCCS
Antenna Services	Palmers TV
Electrical Services Maintenance	Charlton Electrics

Secretarial Notes:

- Updates have been made to the contractors table for residents to note the preferred trades as above.
- N Brodie noted that Andrews Lawn Mowing (ALMGM) will be attending the complex to undertake a refresh of the gardens of the complex in the near future.
- N Brodie noted for the owners that the Executive Committee have approved a quote from Progressive Controls for the works to upgrade the rear door so that it will auto open to allow for better accessibility. In doing so residents will be provided fobs for this door.
- N Brodie noted that the TV Reception issues have been looked into with Palmers TV identifying that there is an issue that will need to be addressed, a quote will be submitted in due course.
- It was raised that residents are filling the rubbish bins from the front which makes it hard to move the bins and access the rear ones. The Managing Agent is to complete a notice to residents asking that they use them from the back forward.
- The Managing Agent is to follow up with Progressive controls if they have the remotes on hand for the units that still hold old ones and how many they have.

## FIRE SAFETY REVIEW

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

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### 10. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

CARRIED

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### 11. APPOINTMENT OF MANAGING AGENT

That in accordance with the Unit Titles (Management) Act 2011:

a) LJH Strata (ACT) Pty Limited trading as LJ Hooker Strata ACT be appointed as Manager of Units Plan No 2270 for twelve (12) months

b) The owners corporation delegate to the Agent all of the functions of:

i) the owners corporation (other than those listed in the Act); and

ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and

iii) the delegation to the Agent is to be subject to the conditions and limitation in the Management Agreement.

CARRIED

---

### 12. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

CARRIED

- G Woodbridge - Unit 9
- N Brodie - Unit 12
- B Willis - Unit 16

## ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.

---

## GENERAL BUSINESS

- Waste Collection Area – it has been advised that C Allan's bedroom is next to the bin room and has noted there is people accessing the room and rummaging through the rubbish late at night. C Allan requested to open the conversation of if there is anything that can be done to restrict non owners from accessing the waste room. It has been proposed that the door's 'push button' access be upgraded to a fob access. The Managing Agent is to reach out to Progressive controls for these works to be completed at the same time as the upgrade of the rear entry door.

- External Painting: it has been noted that when the external painting was completed the building was not cleaned in preparation of this. N Brodie advised that the general maintenance trade Bruce Kelly can be arranged for touch ups of any areas that need it with a pre clean of the area prior to painting.

B Willis (Unit 16) entered the meeting at 4:30pm where N Brodie & the Managing Agent discussed any major decisions that were made and items discussed.

There being no further business the chairperson declared the meeting closed.

Meeting closed on Thursday 13 November 2025 at 4:33 PM

# MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 2270 - Asprey

55 Stuart Street, Griffith ACT 2603

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**DATE & TIME** Monday 16<sup>th</sup> December 2024 at 5:00pm

**LOCATION** Via Zoom

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**Meeting opened on** Monday 16<sup>th</sup> December 2024 at 5:01pm

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## MOTIONS

1	Attendance and Apologies										
	<table border="1"><tr><td colspan="2">Attendance via Zoom</td></tr><tr><td>Name</td><td>Unit</td></tr><tr><td>G Woodbridge</td><td>9</td></tr><tr><td>N Brodie</td><td>12</td></tr><tr><td>J Gold</td><td>LJ Hooker Strata</td></tr></table>	Attendance via Zoom		Name	Unit	G Woodbridge	9	N Brodie	12	J Gold	LJ Hooker Strata
Attendance via Zoom											
Name	Unit										
G Woodbridge	9										
N Brodie	12										
J Gold	LJ Hooker Strata										
2	Minutes of previous EC Meeting  That the copy of the minutes of the Executive Committee meeting held on 21 <sup>st</sup> September 2023 is reviewed and approved.  <p style="text-align: right;">CARRIED</p>										
3	Financial Report  The Financial Statements be accepted as presented for the period to 9 <sup>th</sup> December 2024.  <p style="text-align: right;">CARRIED</p>										
4	Election of Office Bearers  That the Executive Committee elect the following Office Holders; to hold office until the next Annual General Meeting. - Chairperson – G Woodbridge - Secretary – N Brodie - Treasurer – G Woodbridge  <p style="text-align: right;">CARRIED</p>										

5 Nominated Point of Contact

That the Executive Committee nominate a primary (and secondary) point of contact, to liaise with the Strata manager and provide direction to the Strata Manager following agreement by the majority of the committee. That these point of contact be authorised to provide emergency direction to the Strata Manager when required, acting in the best interest of the Owners Corporation.

Point of contact – N Brodie

CARRIED

6 General Business

- AGM Minutes Amendment – J Gold raised that motion 9 of the Annual General Meeting Minutes has raised concern among some owners at the complex. The Executive Committee revised the recording and transcript of the meeting and discussed their view of what had been raised at the meeting to have a better understanding of how to move forward. After this review of the meeting recording the Executive Committee believe the original meeting minutes prior to the amendment are an accurate representation of what had been discussed and are to remain as the final set of minutes. J Gold is to rescind the amended minutes.
- Fire Door – The Executive Committee raised confusion around the works to the fire door at the complex as FS Solutions had been to site some time ago to replace the signage and handle as approved however reattended recently to replace the whole door. It has been determined that the door is just in the need of tagging for it to be compliant.
  - J Gold is to issue a work order for Vortex Fire to tag the door as soon as possible.

It had additionally been noted that there are additional works required to ensure the complex is fire complaint such as the installation of fire collars to the plumbing. J Gold is to seek a trade that can install fire collars as a staged project.

There being no further business the meeting closed at 5:24pm

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# MINUTES OF EXECUTIVE COMMITTEE MEETING

## UNITS PLAN NO. 2270 - ASPREY

MEETING DATE & TIME Thursday 13 November 2025, immediately following the Annual General Meeting

LOCATION LJ Hooker Strata Offices, 1st Floor, 182-200 City Walk, Canberra City & Zoom

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Present	
Name	Unit
N Brodie	12
B Willis	16
J Gold	LJ Hooker Strata

Proxy		
Name	Unit	Proxy Holder
G Woodbridge	9	N Brodie Unit 12

---

### MOTIONS

#### ELECTION OF OFFICE BEARERS

That the Executive Committee elect the following Office Holders; to hold office until the next Annual General Meeting.

- Chairperson: N Brodie - Unit 12
- Secretary: G Woodbridge – Unit 9
- Treasurer: B Willis – Unit 16

CARRIED

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#### NOMINATED POINT OF CONTACT

That the Executive Committee nominate a primary (and secondary) point of contact, to liaise with the Strata Manager and provide direction to the Strata Manager following agreement by the majority of the committee. That these points of contact be authorised to provide emergency direction to the Strata Manager when required, acting in the best interest of the Owners Corporation.

CARRIED

- N Brodie (Unit 12) has been nominated as the primary point of contact

---

There being no further business the meeting closed

# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 26 POINTS**

**Name:** Harilambos Prinos **Ref No:** 46405

**House Title:** Unit 8, Block 27, Section 78 **Date:** 14-04-2026

**Address:** Unit 8 of 55 Stuart Street  
Griffith 2603

**Reference:** C:\REPORTS\...\STUART STREET GRIFFITH 8 OF 55 EER

# 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

<b>Current</b>	<b>26</b>											
<b>Potential</b>	<b>37</b>											

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

11

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Unit 8, Block 27, Section 78, Unit 8 of 55 Stuart Street, Griffith**

Assessor's Name: Lindsay Collison

			Points			
Feature	Winter	Summer	Total			
<b>CEILING</b>	<b>5</b>	<b>1</b>	<b>6</b>			
Surface Area: 0	Insulation: 6					
<b>WALL</b>	<b>10</b>	<b>-1</b>	<b>9</b>			
Surface Area: 3	Insulation: 6	Mass: 0				
<b>FLOOR</b>	<b>20</b>	<b>-5</b>	<b>15</b>			
Surface Area: 18	Insulation: -6	Mass: 3				
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>	<b>9</b>	<b>0</b>	<b>9</b>			
Fire Place 0 %	Vented Skylights 0 %					
Fixed Vents 0 %	Windows 53 %					
Exhaust Fans 26 %	Doors 0 %					
Down Lights 0 %	Gaps (around frames) 21 %					
<b>DESIGN FEATURES</b>	<b>0</b>	<b>0</b>	<b>0</b>			
Cross Ventilation 0						
<b>ROOF GLAZING</b>	<b>-1</b>	<b>-2</b>	<b>-3</b>			
Winter Gain 2	Winter Loss -4					
<b>WINDOWS</b>	<b>-18</b>	<b>-6</b>	<b>-24</b>			
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
SW	9	9%	-19	8	-5	-16
NW	5	5%	-10	3	-1	-8
<b>Total</b>	<b>14</b>	<b>13%</b>	<b>-29</b>	<b>11</b>	<b>-6</b>	<b>-24</b>

\* 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 2 points

		Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★	<b>26</b>	<b>-14</b>	<b>26*</b>
<b>SCORE</b>				

\* includes 14 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Harilambos Prinos  
HouseTitle Unit 8, Block 27, Section 78  
StreetAddress Unit 8 of 55 Stuart Street  
Suburb Griffith  
Postcode 2603  
AssessorName Lindsay Collison  
FileCreated 14-04-2026  
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	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	27.5m <sup>2</sup>
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	38.8m <sup>2</sup>
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	41.9m <sup>2</sup>

## Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	15.5m	2.7m
2	Concrete 100mm Int	Yes	R2.0	11.2m	2.7m
3	Framed: FC Sheet Clad	Yes	R2.0	11.9m	2.7m

## Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
2	Attic - Standard	No	No	R4.0	108.2m <sup>2</sup>

## 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 &amp; Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	SW	1.3m	1.6m	No	SG	ALIMPR	VE	No	2.5m	2.5m	0.4m
2	SW	1.6m	1.6m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m
3	SW	1.6m	1.6m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m
4	SW	2.0m	0.6m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m
5	SW	0.7m	0.7m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m
6	NW	2.0m	2.5m	No	SG	ALIMPR	VE	No	1.9m	1.9m	0.4m

## 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	SW	1.3m	1.6m	0.0m	0.0m	0.0m	0.0m	2.5m	0.0m	2.5m	0.0m
6	NW	2.0m	2.5m	33.0m	1.9m	3.5m	0.0m	0.0m	0.0m	0.0m	0.0m

## Sky Light Details

<u>ID</u>	<u>Dir</u>	<u>Tilt</u>	<u>Type</u>	<u>Shade</u>	<u>Utility</u>	<u>Width</u>	<u>Length</u>
1	N	0 degrees	Double Opal	No	No	0.9m	0.9m
2	N	0 degrees	Double Opal	No	No	0.9m	0.9m
3	N	0 degrees	Double Opal	No	Yes	0.6m	0.6m
4	N	0 degrees	Double Opal	No	Yes	0.6m	0.6m
5	N	0 degrees	Double Opal	No	Yes	0.6m	0.6m

## Zoning Details



## Rater Comments

### House Details

ClientName	Harilambos Prinos
HouseTitle	Unit 8, Block 27, Section 78
StreetAddress	Unit 8 of 55 Stuart Street
Suburb	Griffith
Postcode	2603
AssessorName	Lindsay Collison
FileCreated	14-04-2026

### Rater Comments

#### MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

#### DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

#### DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

#### WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

# Energy Efficiency Rating **FACT** Sheet

## QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
  - one is for new homes - (2nd Generation Software) and
  - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

## WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

## WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
  - 1st generation software rates to 6 stars
  - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate  
[http://www.planning.act.gov.au/topics/design\\_build/design-and-siting/energy\\_ratings](http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings)



Certificate of Currency

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<b>Policy Number</b>	BP20200022
Item 1 <b>The Insured:</b>	Residential Reports Pty Ltd
Item 2 <b>Address:</b>	35 Poynton Street HUGHES ACT 2605
Item 3 <b>Professional Services covered by this policy:</b>	Pre Purchase Building Inspections (AS4349.1) Special Purpose Building Inspections Energy Rating Reports Urban Pest Management Termite Management including inspections - existing buildings and structures (AS3660.2) Timber Pest Inspections (AS4349.3)
Item 4 <b>Description of the Policy:</b>	Professional Indemnity & Broadform Liability (CGU PIB 03-17)
Item 5 <b>Period of Insurance:</b>	From 20/07/2025                      To 4.00 pm on 20/07/2026
Item 6 <b>Particulars of Risk:</b>	
	<b><u>Civil Liability Professional Indemnity</u></b>
6.1 The Policy Limit is	\$5,000,000                      which includes all policy sections
6.2 The Policy Excess is	\$20,000
6.3 The Retroactive Date is	20/07/2020
	<b><u>Public Liability</u></b>
6.4 Sum Insured	\$20,000,000
6.5 Excess	\$2,500

**Date and Place of Issue**                      21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

**This Certificate of Currency indicates policy cover effective as at the date of issue only**

## PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



# Tax Invoice

Inspection Number 46405

Please ensure this number is used when making payment

23 March 2026

Harilambos Prinos

For the Property at: 8/55 Stuart Street Griffith ACT 2603


NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
<b>TOTAL INC GST</b>	<b>\$451.00</b>

*Thank you for your business*

*We offer comprehensive Pest Management Solutions!*

*Call now to book your regular Pest Control Service*

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46405
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 46405 IMPORTANT: <u>PLEASE</u> ensure this unique ID is used



### A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit [residentialreports.com.au](http://residentialreports.com.au)

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 [info@residentialreports.com.au](mailto:info@residentialreports.com.au)

Member- Master Builders Association & The Australian Environmental Pest Managers Association

# 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.

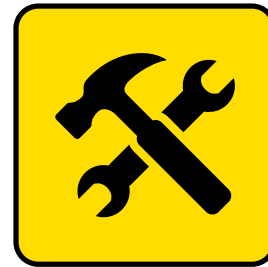
### Asbestos materials become dangerous when:



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.