

Approved form AF2002-20

approved by the Minister for Planning on 4 March 2002 under the

Community Title Act 2001, s 97 (Approved Forms)

Community Title Act 2001 – Form 5

(see s 67)

Australian Capital Territory

Sale of Lot(s) in a Community Title Scheme Statement by Seller

(See attached formed entitled Sale of Lot(s) in a Community Title Scheme Statement by Seller)

Community Title Act 2001 - Form 5

Sale of Lot(s) in a Community Title Scheme Statement by Seller

If you are selling your lot(s) or are a mortgagee exercising a power of sale of lot(s), in a community title scheme, you must complete this statement and give it to the buyer of the lot(s) before the buyer enters into the contract of sale. You must attach a copy of this statement to the contract as the first or top sheet.

Part 1: Lot Details

Block(s) | 1
Section(s) | 122
Suburb(s) | Watson
Street address | 13/1 Buninyong Street, Watson

The above lot(s) is/are included in a community title scheme that imposes obligations on the owner of the lot.

Community Title Scheme No. | 36

Part 2: Body Corporate/Manager details

If it is the duty of the body corporate manager to act for the body corporate in supplying community title certificates, please provide the manager's details.

Surname or Company name | LJ Hooker Strata ACT
Title / First Name / Initials or Australian Company Number (ACN) |
Postal address | 1st Floor/182 - 200 City Walk, Canberra ACT 2601
Telephone number | 6249 7700
Fax number |
Email | infoact@ljhookerstrata.com.au;

Part 3: Owner/Buyer's obligations

Annual contributions (as fixed by the body corporate payable by the owner of the lot):

\$ | N/A

The improvements on common property of the community title scheme which the owner of the lot(s) is are as follows: (List the obligations imposed on the owner of the lot. Please attach if more space is required.)

All Community Title levies are paid by UP 16480. The Community Title levies are not paid by individual unit holders.

Part 4: Seller's declaration

I/we the undersigned, being the seller(s) of the above lot(s), included in a community title scheme, hereby declare that the information provided in this statement is true and complete.

Signature(s) _____

If a company, capacity/authority _____

Date / / _____

Note: If you are an agent of the seller(s), you must attach a statement of authority to act on behalf of the seller(s).

Note: The buyer may cancel the contract if:

- (a) the seller has not substantially completed this statement; and
- (b) settlement has not taken place.

The Law Society of the Australian Capital Territory: Contract for Sale Schedule

Land	The unexpired term of the Lease	Unit 13	UP No. 16480	Block 1	Section 122	Division/District WATSON
	and known as 13/1 Buninyong Street, Watson ACT 2602					
Seller	Full name	Thi Hoang Phuc Huynh, Hung Minh Le, Phu Huynh & Thi Hue Nguyen				
	ACN/ABN					
	Address	107 Limb Circuit, Moncrieff, ACT 2914				
Seller Solicitor	Firm	O'Connor Harris & Co Pty Limited				
	Email	josephw@oconnorharris.com.au	Ref: Joseph Wong			
	Phone	(02) 6247 6077				
	DX/Address	GPO Box 1483, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	steph@hiveproperty.co	Ref: Steph Hunt			
	Phone	0403 524 615				
	DX/Address	PO Box 819, Dickson ACT 2602				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, window treatments, light fittings, dishwasher & dryer as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date hereof						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax						
New residential premises? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Potential residential land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Buyer required to make a withholding payment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)						
Foreign Resident Withholding Tax						
Relevant Price more than \$750,000.00? <input type="checkbox"/> No <input checked="" 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.

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$440.00 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

SPECIAL CONDITIONS

1. ELECTRONIC SIGNATURE AND EXCHANGE CONDITION

- (a) Each party consents to:
 - (i) The electronic exchange of this Contract; and
 - (ii) Notices being served or received under this Contract electronically, including by email.
- (b) Each party agrees to accept:
 - (i) Electronic signatures; or
 - (ii) A copy of a wet signature
and the parties warrant that this is sufficient evidence of:
 - (iii) The parties' intention to enter into and be bound by the Contract;
 - (iv) The parties' consent to conducting this Contract electronically; and
 - (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

2. AMENDMENTS TO THE STANDARD TERMS

The ACT Law Society Printed Terms are amended as follows:

- (a) Clause 2.3 the word "cash (up to \$3,000.00)" is deleted and replaced with "electronic funds transfer".
- (b) in Clause 2.6 the words "or in cash (up to \$200)" are deleted.
- (c) in Clause 8.4 the words "Buyer Solicitor" are deleted and replaced with "Seller Solicitor".
- (d) Clause 13.10.1 is deleted in its entirety.
- (e) Clause 17.1.1 delete "5%" and replace it with "\$1,000.00".
- (f) Clause 17.1.2 (b) is deleted in its entirety.
- (g) Clause 26 Insert new clause 26.2.6 as follows: "sends it by email. A party's email address is that contained in the Contract or which the lawyer or conveyancer for the party receiving the notice has most recently used to communicate with the party sending the notice. A notice sent by email is treated as given and received:
 - (i) If delivered by 5.00pm on a business day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) if delivered after 5.00pm on a business day or on a day that is not a business day – on the next business day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the senders email."
- (h) in Clause 28.2 delete "5%" and replace it with "\$1,000.00".
- (i) in Clause 53.2, delete the words "7 days after the date of this Contract" and replace with "7 days before the Date of Completion".
- (j) in Clause 53.6.2, delete the words "7 days prior to Completion" and replace with "1 day prior to Completion".

3. SPECIAL CONDITIONS ESSENTIAL AND PREVAILING

These Special Conditions are essential terms of this Contract and where an inconsistency exists between the Standard Terms of this Contract and these Special Conditions, these Special Conditions shall prevail.

4. CONDITION OF PROPERTY

- (a) The Buyer acknowledges that it does not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation and cannot be excluded.
- (b) The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions or are required by legislation.
- (c) The Buyer accepts the Property as is (including with respect to the state of cleanliness of the Property) and acknowledges that they cannot make a claim, requisition, rescind or terminate this Contract, or delay Completion, in respect of the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the Property unless the Buyer has a statutory right to take such action.

5. AGENT'S COMMISSION

- (a) The Buyer warrants that it has not been introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent and indemnifies the Seller against any claim or demand for commission arising from a breach of this warranty.
- (b) This special condition does not merge on completion.

6. TERMINATION ON INCAPACITY OF A PARTY

- (a) If the Buyer or the Seller being a natural person (and, if comprising more than one person, any one or more of them) before Completion;
 - (i) dies; or
 - (ii) is found by a court or tribunal to be incapable of administering his or her estate or affairs;

then either Party may rescind the Contract and the provisions of clause 21 shall apply.

- (b) If the Buyer being:
 - (i) a natural person (and, if comprising more than one person, any one or more of them) before Completion;
 - 1. enters a scheme of arrangement; or
 - 2. makes an assignment for the benefit of creditors; or
 - (ii) an incorporated entity (and, if comprising more than one incorporated entity, any one or more of them) before Completion:
 - 1. appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking; or
 - 2. resolves to go into liquidation; or
 - 3. has a summons or application presented or an order made for its winding up; or
 - 4. enters into a deed of arrangement, assignment or composition for the benefit of creditors

then this shall constitute a non-refutable default under the contract by the Buyer and the Seller shall be entitled to terminate this Contract immediately and the provisions of clause 19 shall apply.

7. ADJUSTMENTS

- (a) For the purpose of this special condition, Income means all income derived from the Property including rents, licence agreement fees and payments, and profits.
- (b) If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the Buyer shall be liable for all Land Charges from the Date for Completion.
- (c) Notwithstanding Clause 8 of this Contract, the Seller will be entitled to all Income up to and including the date Completion is effected.
- (d) In the event of an error or omission in relation to the adjustments, the parties agree to adjust any amount owed after completion. This clause shall not merge at completion.
- (e) Irrespective of anything in the Contract, all rental adjustments at settlement must be made on the basis of the net rent received by the Seller. For avoidance of doubt any management agent fee is to be deducted from the rent for the purposes of rental adjustment.
- (f) At least 3 Business Days prior the Date for Completion the Buyer must provide the Seller Solicitor with all certificates and other information required to calculate the adjustments including a special water meter reading certificate, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate and the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the Price or the Deposit to pay or adjust for any amount shown on the certificate.

8. COMMUNITY TITLE CERTIFICATE

If the Property is:

- (a) a unit; and
- (b) within a Community Title scheme; and
- (c) the Community Title levies are paid by the Owners Corporation of the Units Plan (i.e. the Community Title levies are not paid by individual unit holders);

then

- (d) the parties agree that the Seller is not required to provide the Buyer with a section 56 certificate for the purpose of adjustment on completion.

9. KEYS ON COMPLETION

Upon Completion the Seller will provide the Buyer with all keys necessary for the Buyer to enter the Improvements and any other keys 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.

10. ASBESTOS

- (a) The Seller does not warrant that the Property is free of any form of asbestos.
- (b) In entering into this Contract the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property and the consequences of the presence of any asbestos on the Property

and will make no claim, requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property.

11. ENTIRE AGREEMENT

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

12. RELIANCE AND REPRESENTATIONS

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

13. FIRB APPROVAL

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

14. ENERGY EFFICIENCY RATING

The Seller warrants that since the date of the Energy Efficiency Rating Report attached to this Contract for Sale:

- (a) no building work under the Building Act 2004 has been carried out on the premises that affects the energy efficiency rating contained in the energy efficiency rating statement for the habitable part of the premises; and
- (b) no other building element or external element used in producing the energy efficiency rating statement has been materially altered or changed since the energy efficiency rating statement was issued that would make the energy efficiency rating statement false or misleading.

15. RELEASE OF DEPOSIT

- (a) If requested by the Seller, the Buyer hereby agrees and authorises the release of the balance of the deposit (less the agent's commission and marketing fees) to be paid to the Seller's solicitor's trust account prior to completion, to be released on completion for the use of settlement.

16. DEPOSIT BOND

- (a) In this Contract the word "Bond" means either:
 - (i) the Deposit Insurance Bond issued to the Seller at the request of the Buyer and in and to the effect of the form annexed hereto; or
 - (ii) a Bank Guarantee issued by a Bank operating in Australia and in and to the effect of the form annexed hereto.
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this contract to the Seller's Solicitors shall, to the extent of the amount

guaranteed under the Bond, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.

- (c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this contract or at such other time as may be provided for the deposit to be accounted to the Seller.
- (d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.
- (e) The Seller acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under paragraph (d) above.
- (f) If seven (7) days prior to the expiration of the term of this Bond or if extended then seven (7) days prior to the expiration of the extended period of the Bond the Buyer has not either:-
 - (i) completed this contract; or
 - (ii) delivered to the Seller's Solicitors a Bond in identical terms for an extended period; or
 - (iii) paid the amount covered by the Bond as deposit to the stakeholder;

the Buyer shall be in default. If the Buyer is in default under any provision of this sub clause then immediately and without the notice otherwise necessary under clause 18 the provisions of clause 19 will apply.

- (g) If the Bond provider is placed under external administration of any nature before the completion date, the Buyer must, within 24 hours, secure the Deposit to the Seller by either:
 - (i) providing a replacement Bond by another Bond provider reasonably acceptable to the Seller: or
 - (ii) payment of the Deposit in accordance with Clause 2.1

and this Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract for Sale.

17. DEFT AUCTION PAY

- (a) Subject to the following clauses, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using DEFT Auction Pay (being the Macquarie Bank online funds transfer system).
- (b) This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using DEFT Auction Pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.
- (c) If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (**Payment Period**), then the Buyer must pay the Deposit payable on the Date of this Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

18. DIRECTOR'S GUARANTEE AND INDEMNITY

- (a) If the Buyer is a corporation (other than a company listed on a public stock exchange) the Buyer must cause all the directors of that corporation to guarantee the performance of the Buyer's obligations under this Contract by duly completing and signing the form of guarantee and indemnity set out in Schedule 1.
- (b) If the guarantee and indemnity is not executed and delivered as required by this clause:
 - (i) the Buyer will be in breach of an essential term of this Contract; and
 - (ii) the Seller will be entitled to enforce all remedies available under this Contract and at law for such breach.
- (c) This Special Condition is an essential term of this Contract.

SCHEDULE 1 – 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.
- (a) 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.
- (b) 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.
- (c) 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.
- (d) If the Seller assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor’s obligations under this clause.
- (e) 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.
- (f) 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.
- (g) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (h) This clause operates as a deed between the Seller and the Guarantor.

EXECUTED BY

)
)
)

Name of Guarantor

Signature of Guarantor

in the presence of:

Name of Witness

Signature of Witness

EXECUTED BY

)
)
)

Name of Guarantor

Signature of Guarantor

in the presence of:

Name of Witness

Signature of Witness

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

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

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

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

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 13 UP No. 16480
Block 1 Section 122 Watson

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.

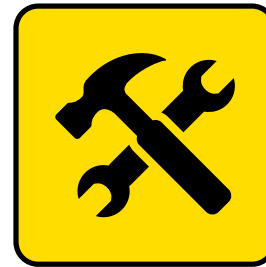
Asbestos materials become dangerous when:



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.

This Tenancy Agreement is made on 09 Sep 2025

SCHEDULE

ITEM 1 LESSOR

Name: Thi Hoang Phuc Huynh & Hung Minh Le
 Company Name: ACN/ABN:
 Name:
 Company Name: ACN/ABN:
 Address for Service of Notices: ~~Agent (refer item 2)~~
~~OR~~
 Suburb: State: Postcode:

ITEM 2 AGENT

Name:
 trading as Urban Property
 Licence Number: 18402453 ACN/ABN: 46898896797
 Address: C05/2 Anzac Park
 Suburb: Campbell State: ACT Postcode: 2612
 Phone: 61966735 Mobile: 0413175238
 Email: info@urban-property.com.au

ITEM 3 TENANT

First Name	Surname	Tenant contributing to bond
1. Krisiana	Bardhi	0422209545 Yes / No
Email:		
2. Ava	Beale	0481676853 Yes / No
Email:		
3.		Yes / No
Email:		
4.		Yes / No
Email:		
Company Name:		ACN/ABN:
Email:		
Address:		
Suburb:		State: Postcode:
Address for Service of Termination Notices:		
Suburb:		State: Postcode:
Address for Service of Other Notices: Email:		
Address:		
Suburb:		State: Postcode:

ITEM 4 PREMISES

Block: Section: Division: Unit No: 13 Units Plan:
 Address: 3 Buninyong Street
 Suburb: Watson State: ACT Postcode: 2602

ITEM 5 NUMBER OF OCCUPANTS

Maximum number of persons permitted to occupy the Premises: 2 X Adults



TENANCY AGREEMENT (RESIDENTIAL)



ITEM 6 FIXED TERM TENANCY

The term of this Tenancy Agreement is for: 12 ~~weeks~~ / months / ~~years~~
 commencing on: 15 Sep 2025 and ending on: 05 Sep 2026 (the Term)
 If the Tenant remains in occupation of the Premises following the expiry of the Term, the Tenant acknowledges and agrees that the terms of this Tenancy Agreement will continue to apply, except that the tenancy will be a periodic tenancy.

ITEM 7 PERIODIC TENANCY

~~This Tenancy Agreement commences on: _____ and ends upon the termination of this Tenancy Agreement by either the Lessor or the Tenant (the Term).~~

ITEM 8 RENT

The rent equates to \$660 per week payable at the rate of \$660 per week / ~~fortnight~~ / ~~calendar month~~
 payable in advance commencing on 15 Sep 2025

ITEM 9 PAYMENT

The method by which the rent must be paid:
 Bank Cheque / Money Order made out to:
 DEFT Payment Systems: Biller Code: Ref No.
 Direct Debit to commence on
 Other: EFT - Urban Property BSB: 012084 ACC: 663 219 767 Reference: 0422209545

ITEM 10 BOND

\$2640.00 being an amount equivalent to four weeks rent or \$
 Lodged with the ACT Office of Rental Bonds *Note: Bond to be lodged with the ACT Office of Rental Bonds

Address for service of documents - ACT Office of Rental Bonds

Any notice or other document to be issued by the ACT Office of Rental Bonds to the Lessor or the Agent is to be delivered to the following address:
 info@urban-property.com.au

Any notice or any document issued by the ACT Office of Rental Bonds to the Tenant is to be delivered to the following address (an email address should be provided for each Tenant contributing to the bond). Please notify the ACT Office of Rental Bonds should you not wish to receive documents by email:

ITEM 11 EMERGENCY TRADESPEOPLE

As notified by the Lessor or the Agent from time to time.

ITEM 12 CONDITION OF PREMISES

initials Initial Initial
KB AB

The Premises is provided:
 Unfurnished.
 Partially furnished as stipulated in the inventory and condition report.
 Furnished as stipulated in the inventory and condition report.

ITEM 13 SALE OF PREMISES (refer to section 46B(1)(a) of the Act)

initials Initial Initial
KB AB

Does the Lessor intend to sell the Premises within six (6) months of the commencement of this Tenancy Agreement?
 Yes
 No

ITEM 14 POSTING TERMINATION CLAUSE (refer to Additional Clause 102)

initials Initial Initial
KB AB

Does a Posting Termination Clause apply to this Tenancy Agreement?
 Yes
 No



Initial Initial
KB AB

ITEM 15 PETS

(refer to Additional Clause 107)

initials

Initial Initial
KB AB

Is the Tenant required to obtain the Lessor's prior written consent to the keeping of an animal in the Premises?

- Yes
- No

From the commencement of the lease the Landlord agrees the Tenant may keep the following animal(s) at the Premises [insert description of animal]:

ITEM 16 ADDRESS FOR SERVICE OF DOCUMENTS

- (1) The Landlord may be contacted by email or by post via the Agent at the Agent's address stated in Item 2.
- (2) For the Landlord:
 - (a) any document may be delivered to the Landlord by email, registered post or in person, via the Agent at the Agent's address stated in Item 2;
 - (b) any notice to be served on the Landlord, except a notice to vacate, must be in writing and may be served by sending the notice by email or prepaid post to the Agent's address stated in Item 2; and
 - (c) any notice to vacate to be served on the Landlord, must be in writing and may only be served by leaving it at, or sending it by prepaid post to, the Agent's address stated in Item 2.
- (3) For the Tenant:
 - (a) any document may be delivered to the Tenant by leaving it at the Premises or by sending it by email or post to the Tenant's address stated in Item 3;
 - (b) any notice to be served on the Tenant, except a notice to vacate, must be in writing and may be served by:
 - (i) leaving it at the Premises;
 - (ii) sending the notice by email or prepaid post to the Tenant's address stated in Item 3; or
 - (iii) delivering it to the Tenant personally; and
 - (c) any notice to vacate to be served on the Tenant, must be in writing and may only be served by:
 - (i) leaving it at the Premises;
 - (ii) sending it by prepaid post to the Premises, the Tenant's address stated in Item 3, or the address of the business of the Tenant last known to the Landlord; or
 - (iii) delivering it to the Tenant personally.
- (4) The parties acknowledge the address for service stated above is provided pursuant to clause 98 of the Agreement.
- (5) Despite Item 16(2)(c), the Landlord may, at the Landlord's absolute discretion, accept service of a defective notice to vacate or a notice to vacate sent by email to the Agent's address stated in Item 2.

ITEM 17 MINIMUM HOUSING STANDARD (except the Minimum Ceiling Insulation Standard)

- Is the Premises required to comply with a Minimum Housing Standard? Yes No The Premises is exempt
- If yes, does the Premises comply with the Minimum Housing Standard? Yes No

If the Premises does not comply,

(a) the reason the Premises does not comply with a Minimum Housing Standard is due to

(b) the proposed date by which the Premises will comply is _____.

Note: If a regulation prescribes a period in which the Premises must comply, the proposed date is the end of the period, or in any other case, 1 month after the day this Tenancy Agreement is entered into.

If the Premises is exempt, the reason for the exemption is

ITEM 18 CEILING INSULATION

Is the premises required to comply with the Minimum Ceiling Insulation Standard? Yes No The Premises is exempt

If yes, does the Premises comply with the Minimum Ceiling Insulation Standard? Yes No

If the Premises does not comply, the proposed date by which the Premises will comply is _____.

If the Premises is exempt, the Lessor is not required to comply with the Minimum Ceiling Insulation Standard due to: (tick as applicable)

the Premises, or part of the Premises is registered under the *Heritage Act 2004* and the installation of required ceiling insulation in a required area would, or would be likely to, have a significant adverse impact on the heritage significance of the Premises; or

the Premises is a unit under the *Unit Titles Act 2001* in a building with 2 or more storeys and the required area is located immediately below another unit in the building;

ceiling insulation is not able to be installed in a required area for structural reasons;

the Tenant has told the Agent/Lessor in writing that the Tenant does not want ceiling insulation installed in the Premises;

before entering into this Tenancy Agreement, the Lessor has told the Tenant in writing that the Lessor intends to demolish all of the Premises, or a substantial part of the Premises, within 2 years after the day the Lessor enters into this Tenancy Agreement;

the Tenancy Agreement is for a fixed term of 12 months or less and the Tenant is the former owner of the Premises;

the Premises is a unit under the *Unit Titles Act 2001* on the top storey of a building and the Lessor has written confirmation from the Owners Corporation for the building that the Corporation -

intends to arrange for required ceiling insulation to be installed in parts of the building, including the required area of the Premises; or

refuses permission for the Lessor to install required ceiling insulation.

ITEM 19 ENERGY EFFICIENT RATING STATEMENT

Has an energy efficiency rating statement of the premises been provided to the Tenant? Yes No

ITEM 20 ASBESTOS ASSESSMENT REPORT

Is the Lessor aware of there being an asbestos assessment report for the premises? Yes No

If yes, has a copy of the asbestos assessment report been provided to the Tenant? Yes No

If no, has an asbestos advice been provided to the Tenant? Yes No

ITEM 21 UNIT TITLE RENTAL CERTIFICATE

Item 21 only applies if the premises is a unit.

Has a unit title rental certificate for the premises been given to the Tenant? Yes No

Has there been any change to the unit title rental certificate since it was issued? Yes No

If yes, the changes are:

ITEM 22 POOLS AND SPAS

Is there a pool (including demountable, temporary or kids pool), spa, floatation tank or tub, or excavation, structure or vessel that can be filled with water to a depth of 300mm or more: Yes No

If yes, provide details:

The pool was constructed ~~before~~ / ~~after~~ 1 May 2023.

Attached to this Tenancy Agreement is:

If the pool was constructed before 1 May 2023: (tick one)

a copy of the guidance material notified under the *Building Act 2004*

if the pool has been granted a Ministerial exemption, the exemption certificate or if only exempt from part of the safety standard, a compliance certificate for the pool to the extent that it is not exempt from the standards

if no Ministerial exemption has been granted, a swimming pool disclosure statement, a compliance certificate OR a certificate of occupancy for the pool and safety barrier.

If the pool was built or substantially altered after 1 May 2023: (tick one)

a summary pool disclosure statement

a compliance certificate for the pool

a certificate of occupancy for the pool and safety barrier*

~~*Note: a certificate of occupancy must not be older than 5 years~~

ADDITIONAL CLAUSES

~~**Clause 102 - Termination because of posting**~~

- (1) This clause applies if Item 14 is marked "Yes".
- (2) The Lessor and the Tenant agree to the Posting Termination Clause being included in this Agreement.
- (3) This Tenancy Agreement may be terminated:
 - (a) if the Lessor is posted to the ACT in the course of the Lessor's employment - by the Lessor giving the Tenant at least 8 weeks written notice to vacate the Premises; or
 - (b) if the Tenant is posted away from the ACT in the course of the Tenant's employment - by the Tenant giving the Lessor at least 8 weeks written notice of the Tenant's intention to vacate the Premises.
- (4) A notice under subclause (3) must be accompanied by evidence of the posting (for example a letter from the employer of the Lessor or Tenant confirming the details of the posting).
- (5) The Tenancy Agreement terminates:
 - (a) 8 weeks after the day the notice is received under subclause (3); or
 - (b) if a later date is stated in the notice - on the stated date.

Clause 103 - Tenant Warranty

The Tenant warrants, to the best of the Tenant's knowledge, that the information contained in the Schedule is accurate and complete in every way.

Clause 104 - Standard Residential Tenancy Terms

The Standard Residential Tenancy Terms contained in Schedule 1 of the Act apply to this Tenancy Agreement.

Clause 105 - Joint and Individual Liability

Where the Tenant consists of more than one person, the covenants and obligations to be observed and performed by the Tenant shall bind them jointly and each of them severally.

Clause 106 - Smoking

- (1) The Tenant acknowledges and agrees that:
 - (a) the Tenant, and any guest of the Tenant, is prohibited from smoking inside the dwelling (being the improvements of which form part of the Premises);
 - (b) smoking is only permitted outside the dwelling; and
 - (c) upon the Tenant vacating the Premises, the Tenant must clean and repair any damage caused to the outside of the dwelling caused by the Tenant smoking on the Premises.
- (2) In the event the Tenant breaches subclause (1)(a), the Tenant must:
 - (a) arrange for the professional cleaning of the dwelling (including all carpeted areas, blinds and walls) to the satisfaction of the Lessor, acting reasonably; and
 - (b) rectify any damage caused to the dwelling, and any property of the Lessor in the dwelling, by the Tenant smoking in the dwelling.

Clause 107 - Pets

- (1) Where the Tenant must obtain the Lessor's consent to the keeping of an animal on the Premises, the Tenant must apply for the Lessor's consent in writing.
- (2) Where the Tenant is not required to obtain the Lessor's prior written consent to the keeping of an animal on the Premises and the Tenant intends to keep or keeps an animal on the Premises, the Tenant must at all times comply with those terms and conditions attached to this Tenancy Agreement (if any).
- (3) Where the Premises is a unit, the Tenant acknowledges that the keeping of an animal on the Premises is subject to the approval of the Owner's Corporation.
- (4) Where the Tenant is permitted to keep an animal on the Premises:
 - (a) the Lessor may impose reasonable conditions of the Tenant's keeping of the animal on the Premises, including but not limited to the number of animals kept on the Premises and the extent to which the Premises must be cleaned and maintained;
 - (b) the Tenant must comply with any conditions imposed by the Lessor; and
 - (c) the Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or any costs incurred by the Lessor in connection with the Tenant keeping an animal on the Premises.

Clause 108 - Modifications

- (1) In addition to clauses 67 and 68 of this Tenancy Agreement, the Tenant acknowledges and agrees that:
 - (a) the Tenant must obtain the Lessor's consent to carry out any renovation, or make any alteration or addition, to the Premises or to add any fixtures or fittings to the Premises and the Tenant must apply for the Lessor's consent in writing;
 - (b) when carrying out any renovation, alteration or addition or adding any fixtures or fittings to the Premises, the Tenant must at all times comply with any reasonable direction given by the Lessor; and
 - (c) any renovation, alteration or addition to the Premises, whether or not carried out by the Tenant or by someone on behalf of the Tenant, must be carried out in a proper and workmanlike manner and in accordance with all relevant laws, regulations and codes.
- (2) The Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or the Lessor's property or any costs or loss incurred or suffered by the Lessor in connection with the Tenant renovating, or making any alteration or addition, to the Premises or installing any fixture or fitting to the Premises.

Clause 109 - Privacy Policy

initials

Initial Initial
KB AB

- (1) The *Privacy Act 1988* (Cth) allows certain information about the Tenant to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information.
- (2) The Agent may amend or amend and restate this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Tenant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Tenant.
- (3) This Tenancy Agreement requires the collection of certain information including personal information about the Tenant.
- (4) The personal information the Tenant provides in this Tenancy Agreement or collected from other sources is necessary for the Agent to:
 - (a) identify and verify the Tenant's identity;
 - (b) make recommendations to the Lessor;
 - (c) manage the Residential Agreement and Premises for the Lessor;
 - (d) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary);
 - (e) liaise and exchange information with the Tenant and the Agent's or Tenant's legal and other advisors in relation to or in connection with this Tenancy Agreement;
 - (f) comply with any applicable laws;
 - (g) comply with any dispute resolution process;
 - (h) to inform and offer the Tenant products and services provided by the Agent or other third-party service providers and
 - (i) marketing and research purposes provided that the use is reasonably necessary for one or more of the Agent's obligations or services and in accordance with the Act.
- (5) Personal information collected about the Tenant in connection with this Tenancy Agreement may be disclosed by the Agent to other parties for the purpose for which it was collected, including the Lessor and the Lessor's mortgagee, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy database and any prospective or actual purchaser of the Premises, including to their mortgagee (if any).
- (6) If the Tenant does not wish to receive any information about products and services as referred to under subclause (4)(h) then please tick this box: or otherwise notify the Agent.
- (7) The Tenant is entitled to request access to the Tenants personal information held by the Agent by making a written request. The Agent will respond to the request and provide access to the information within a reasonable time. There will be no charges associated with the making of such a request or the subsequent provision of information.
- (8) Where the Tenant requests that the Agent corrects the personal information that the Agent holds about the Tenant, the Agent will take such steps (if any) as are reasonable in the circumstances to correct the information.
- (9) The Agent will take such steps as are reasonable in the circumstances to protect the personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.

Clause 110 - Electronic Communication

- (1) For the purposes of this clause, electronic communication has the same meaning as defined in the *Electronic Transactions Act 2001* (ACT).
- (2) Where a provision of this Tenancy Agreement:
 - (a) requires a party to provide information to the other;
 - (b) permits a party to provide information to the other; or
 - (c) requires a party to produce a document to the other, that is in the form of paper, an article or other material, that information or document, subject to subclause (3), may be given by means of an electronic communication and the parties:
 - (d) consent to the information and document being provided by an electronic communication; and
 - (e) agree that at the time the information or document is given, the information or document will be readily accessible so as to be useable for subsequent reference.
- (3) In respect of the production of a document, the document may be in an electronic form, subject to the method of generating the electronic form of the document providing a reliable means of assuring the maintenance of the integrity of the information contained in the document.
- (4) This Tenancy Agreement and any document referred to in this Tenancy Agreement which requires the signature of a party to this Tenancy Agreement, may be given by electronic communication, subject to:
 - (a) a method being used to identify the party and to show the party's intention in relation to the information communicated; and
 - (b) the method being reliable and appropriate for the document being signed,
- (5) The parties consent to the Tenancy Agreement being signed by an electronic communication in accordance with subclause (4).
- (6) If due to this Tenancy Agreement being signed by an electronic communication:
 - (a) this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding; or
 - (b) the Tenant alleges or claims that this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding, the parties agree to execute a printed copy of this Tenancy Agreement, in the same form and dated the same date as this Tenancy Agreement.
- (7) If the Tenant fails to sign a printed copy of this Tenancy Agreement in order to satisfy the above terms and conditions within five (5) business days of being requested to do so by the Lessor or the Agent, the Tenant appoints the Lessor as its attorney to execute a printed copy of this Tenancy Agreement on the Tenant's behalf and to date that copy of this Tenancy Agreement with the same date as this Tenancy Agreement.
- (8) The Tenant indemnifies and will keep the Lessor indemnified against all costs, expenses, losses or damages incurred, paid or payable by the Lessor arising from or connected with a breach of this Clause by the Tenant.

TENANCY AGREEMENT (RESIDENTIAL)

SIGNED BY THE LESSOR

Thi Hoang Phuc Huynh & Hung Minh Le

Signed by: _____ (Name of Lessor)

Stacey Nagel

(Signature of Lessor or Lessor's representative)

11/9/2025

(Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

(Name of witness)

Note: No witness is required if the Lessor signs this agreement electronically.

(Signature of witness)

(Date)

(Name of Lessor)

(Signature of Lessor or Lessor's representative)

(Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

(Name of witness)

Note: No witness is required if the Lessor signs this agreement electronically.

(Signature of witness)

(Date)

I / We accept the terms of this Tenancy Agreement and acknowledge having been given the opportunity to obtain advice in respect of this Tenancy Agreement.

SIGNED BY THE TENANT

Krisiana Bardhi

Signed by: _____ (Name of Tenant)

KB

(Signature of Tenant)

9/9/2025

(Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

Ava Beale

Signed by: _____ (Name of Tenant)

Ava Beale

(Signature of Tenant)

10/9/2025

(Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

(Name of Tenant)

(Signature of Tenant)

(Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

(Name of Tenant)

(Signature of Tenant)

(Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

Standard Residential Tenancy Terms

Lessor and Tenant must comply with terms of Tenancy Agreement

1. (1) This Tenancy Agreement is made under the *Residential Tenancies Act 1997* (the **Act**).
- (2) The Lessor and the Tenant may agree to add additional clauses to this Tenancy Agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
- (3) Except where otherwise stated, terms defined in this Tenancy Agreement have the same meaning given to them in the Act.
2. By signing this Tenancy Agreement, the Lessor and the Tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this Tenancy Agreement cannot contract out of it or out of the provisions of the Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the Tenancy Agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this Tenancy Agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Act.

Costs and procedures for establishing Tenancy Agreement

7. The Lessor bears the cost of preparation and execution of this Tenancy Agreement.
8. The Tenant is responsible for any legal costs that the Tenant incurs in relation to preparation and execution of the Tenancy Agreement.
9. The Lessor must give a copy of the proposed Tenancy Agreement to the Tenant before the commencement of the tenancy.
10. This Tenancy Agreement must be signed by the Tenant and by the Lessor (or by their authorised agents).
11. The Lessor must give a copy of this Tenancy Agreement, signed by each party, to the Tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the Tenant has returned a signed copy.
12. If the Lessor does not return this Tenancy Agreement to the Tenant, as provided by clause 11, this Tenancy Agreement has full effect in the terms signed by the Tenant on occupation of the Premises or acceptance of rent.

Information

13. (1) The Lessor must provide to the Tenant a copy of an information booklet about residential tenancies authorised by the director-general before the commencement of this Tenancy Agreement.
- (2) If it is not possible to provide the Tenant with a booklet, the Lessor must inform the Tenant of the booklet and where it may be obtained.
- (3) If the Premises are a unit within the meaning of the *Unit Titles Act 2001* (ACT), the Lessor must give the Tenant a copy of the owners corporation's rules before the commencement of this Tenancy Agreement.

BOND AND CONDITION REPORT

Maximum Bond

14. Payment of a bond is not necessary unless required by the Lessor.
15. Only 1 bond is payable for the tenancy created by this Tenancy Agreement.
16. The amount of the bond must not exceed the amount of 4 weeks rent.

Lodgment of the bond with the Office of Rental Bonds

17. If the Lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the bond with the Office of Rental Bonds.

If the Lessor and Tenant agree that the Tenant is to lodge the bond

19. If the parties agree that the Tenant is to lodge the bond, the following applies:
 - (a) the Tenant, or the Lessor on the Tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

- (b) the Tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;
- (c) the Lessor may require lodgment of the bond before the Lessor gives possession of the Premises to the Tenant and if this is the case, the Tenant must be able to take possession of the Premises and receive the keys to the Premises as soon as the Tenant provides the Lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the Lessor that the bond was received by the Office.

If the Lessor is to lodge the bond

20. If the Lessor is to lodge the bond, the following applies:
 - (a) on receiving the bond, the Lessor must give the Tenant a receipt for the bond;
 - (b) the Lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

Note Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.
 - (c) the Lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—
 - (i) the later of 2 weeks after receiving the bond and the commencement of this tenancy; or
 - (ii) if the Agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of this tenancy.

Condition Report

21. (1) Within 1 day of the Tenant taking possession of the Premises, the Lessor must give 2 copies of a condition report completed by the Lessor to the Tenant.
- (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The Tenant must examine the report and indicate on the report the Tenant's agreement or disagreement with the items.
- (2) Within 2 weeks after the day the Tenant receives the report, the Tenant must return 1 copy of the report to the Lessor, signed by the Tenant and indicating the Tenant's agreement or disagreement with the report or parts of the report.
- 22A. However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and Tenant need not comply with the clause 21 and clause 22 if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

End of Tenancy - Inspection and Condition Report

23. (1) The Lessor must keep the condition report for a period of not less than 12 months after the end of the tenancy.
- (2) However, if a condition report is not completed because of clause 22A, the Lessor must keep the original condition report and any subsequent condition report, for a period of not less than 12 months after the end of this Tenancy agreement.
- 23A. (1) At the end of this tenancy, an inspection of the Premises must be carried out in the presence of the Lessor and Tenant.
- (2) A condition report based on the inspection must be completed in the presence of, and signed by, the Lessor and Tenant.
- (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.
- (4) However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and tenant need not comply with subclauses (1) to (3) if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

TENANCY AGREEMENT (RESIDENTIAL)

RENT AND OTHER CHARGES

Rent and bond only as payment for the tenancy

24. The Lessor must not require any payment other than rent or bond for the following:
- (a) the granting, extension, transfer or renewal of this tenancy or subtenancy;
 - (aa) consenting to -
 - (i) a person becoming a co-tenant; or
 - (ii) a co tenant stopping being a party to the tenancy agreement;
 - (b) vacating of Premises;
 - (c) obtaining a key to the Premises; or
 - (d) information on the availability of tenancies.

Holding deposits

25. The Act prohibits the taking of holding deposits.

Payment of rent

26. (1) The Tenant must pay the rent on time.
 (2) The Tenant must not use the bond money to pay the rent for the last weeks of this tenancy.
 (3) The Tenant and the Lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
 (4) The Tenant and Lessor may agree that rent is to be paid electronically.
27. The Lessor must not require the Tenant to pay rent by postdated cheque.

Maximum rent in advance

28. The Lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the Tenant.

Rent receipts

29. If rent is paid in person to the Lessor or Agent, a receipt must be given at that time.
30. In other circumstances where rent is paid to the Lessor, a receipt must be provided or sent by post within 1 week of its receipt.
31. (1) A receipt for payment of rent must specify the amount paid.
 (2) A receipt should specify the following:
 - (a) the date of payment;
 - (b) the period in relation to which the payment is made;
 - (c) the Premises; and
 - (d) whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the Lessor must provide this information to the Tenant within 4 weeks of a request by the Tenant.
32. A receipt is not required if the rent is paid by the Tenant directly into an account nominated by the Lessor or Agent.

Rent records

33. (1) The Lessor must keep, or cause to be kept, records of the payment of rent.
 (2) Those records must be retained for a period of not less than 12 months after the end of this tenancy.

Increase in rent

34. (1) The amount of rent under this Tenancy Agreement must not vary from period to period, except as provided by the Residential Tenancies Act.
 (2) Also, if this Tenancy Agreement is a consecutive tenancy agreement, the amount of rent must not vary from the amount of rent under the terminating or terminated residential tenancy agreement except as provided by the Residential Tenancies Act (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).
35. (1) The rent must not be increased at intervals of less than 12 months from either the beginning of this Tenancy Agreement for the first increase, or after that, from the date the last increase took effect.

- (2) However, if this Tenancy Agreement is a consecutive tenancy agreement, the rent must not be increased at intervals of less than 12 months from the date the last increase took effect, whether under this Tenancy Agreement or the terminated residential tenancy agreement (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).

36. (1) This clause applies if the housing commissioner-
 - (a) is the Lessor under this Tenancy Agreement; and
 - (b) had decided to increase the rent after a review of rent under the *House Assistance Act 2007*, section 23.
 (2) Despite clause 35, the housing commissioner may increase the rent.
 (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 12 months after the date the last rent increase for the Premises took effect.

37. The restrictions on the amount and frequency of rental rate increases apply provided the identity of at least 1 of the Tenants who occupy the Premises remains the same as at the time of the last increase (the meaning of rental rate increase is set out in the Residential Tenancies Act).

Review of excessive rent increases

38. (1) The Lessor must give the Tenant 8 weeks written notice of an intended:
 - (a) increase in the rent under this Tenancy Agreement (including where this Tenancy Agreement is a consecutive tenancy agreement); or
 - (b) increase in the rent that will take effect under a proposed consecutive tenancy agreement.
 (2) The notice to the Tenant must include the date when the increase is proposed to take effect, the amount of the proposed increase, whether the amount of the increase is more than the prescribed amount, and the ACAT's prior approval must be obtained for an increase that is more than the prescribed amount if the Tenant does not agree to the increase.
39. (1) The Tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Act).
 (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
40. If the Tenant remains in occupation of the Premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.
41. (1) If the Tenant wishes to vacate the Premises before the increase takes effect, the Tenant must give 3 weeks' notice to the Lessor.
 (2) However, for an increase in the rent that will take effect under a proposed consecutive tenancy agreement, the Tenant may terminate this Tenancy Agreement under clause 88 (for a periodic tenancy) or clause 89 (for a fixed term tenancy).

Lessor's costs

42. The Lessor is responsible for the cost of the following:
 - (a) rates and taxes relating to the Premises;
 - (b) services for which the Lessor agrees to be responsible;
 - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately determined;
 - (d) all services up to the time of measurement or reading at the beginning of this tenancy; and
 - (e) all services after reading or measurement at the end of this tenancy providing the Tenant has not made any use of the service after the reading.
43. (1) The Lessor must pay for any physical installation of services (eg. water, electricity, gas, telephone line).
 (2) The Tenant is responsible for the connection of all services that will be supplied in the Tenant's name.

TENANCY AGREEMENT (RESIDENTIAL)

44. The Lessor must pay the annual supply charge associated with the supply of water or sewerage.
45. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Lessor is responsible for all owners corporation charges.

Tenant's costs

46. The Tenant is responsible for all charges associated with the consumption of services supplied to the Premises, including electricity, gas, water and telephone.
47. The Tenant is not required by the Lessor to connect or continue a telephone service.

Reading of metered services

48. (1) The Lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the Tenant.
- (2) The Lessor must provide the Tenant with an opportunity to verify readings and measurements.
49. If the Lessor does not arrange reading or measurement of a service connected in the name of the Lessor by the day after the date of expiry of notice to vacate given in accordance with this Tenancy Agreement or the Act, the Lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
50. (1) If the Tenant vacates the Premises without giving notice before departure, the Lessor must arrange a reading or measurement of services connected in the Lessor's name within a reasonable time of the Lessor becoming aware of the departure of the Tenant.
- (2) The Tenant is responsible for payment of services to the date of that reading or measurement.

Tenant's use of the Premises without interference

51. The Lessor guarantees that there is no legal impediment to the use of the Premises for residential purposes by the Tenant.
52. The Lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Premises.
53. Unless otherwise agreed in writing, the Tenant has exclusive possession of the Premises, as described in the agreement, from the date of this Tenancy Agreement.

LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

Lessor to install and maintain smoke alarms

- 53A. (1) The Lessor must install and maintain smoke alarms in the Premises.
- (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Act, section 11B.

LESSOR TO MAKE REPAIRS

Lessor to provide Premises in a reasonable state at the start of the tenancy

54. (1) At the start of this tenancy, the Lessor must ensure that the Premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are -
- fit for habitation;
 - reasonably clean;
 - in a reasonable state of repair; and
 - reasonably secure.
- (2) An exclusion must be in writing and may, but need not, be included in this Tenancy Agreement (if in writing).
- (3) The Lessor or the Tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (4) The Lessor or the Tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
- (5) If the Tenant, or a person living at the Premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* (ACT) or the *Personal Violence Act 2016* (ACT), the Tenant or person may change locks (at his or her own cost) without the agreement of the other party.
- (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

Lessor to make repairs

55. (1) The Lessor must maintain the Premises in a reasonable state of repair having regard to their condition at the commencement of this Tenancy Agreement.
- (2) The Tenant must notify the Lessor of any need for repairs.
- (3) This section does not require the Tenant to notify the Lessor about anything that an ordinary Tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
56. The Lessor is not obliged to repair damage caused by the negligence or wilful act of the Tenant.
57. Subject to clause 55, the Lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title Premises

58. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), and the Tenant's use and enjoyment of the Premises reasonably requires repairs to the common property, the Lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

Urgent repairs

59. The Tenant must notify the Lessor (or the Lessor's nominee) of the need for urgent repairs as soon as practicable, and the Lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
60. The following are urgent repairs in relation to the Premises, or services or fixtures supplied by the Lessor:
- a burst water service;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm or fire damage;
 - a failure of gas, electricity or water supply to the Premises;
 - the failure of a refrigerator supplied with the Premises;
 - a failure or breakdown of any service in the Premises essential for hot water, cooking, heating, cooling or laundering;
 - a fault or damage that causes the residential Premises to be unsafe or insecure;
 - a fault or damage likely to cause injury to person or property; and
 - a serious fault in any door, staircase, lift or other common area that inhabits or unduly inconveniences the Tenant in gaining access to and use of the Premises.

Tenant may authorise urgent repairs in certain circumstances

61. If the Lessor (or Lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the Tenant may arrange for urgent repairs to be effected to a maximum value of up to 5 % of the rent of the property over a year.
62. The following procedures apply to urgent repairs arranged by the Tenant:
- the repairs arranged by the Tenant must be made by the qualified tradesperson nominated by the Lessor in this Tenancy Agreement;
 - if the Lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable - the repairs must be performed by a qualified tradesperson of the Tenant's choosing;
 - if the repairs are arranged by the Tenant in accordance with these procedures - the Lessor is liable for the cost of repairs and the tradesperson may bill the Lessor direct; and
 - if the Tenant does not act in strict compliance with this clause - the Tenant is personally liable for the cost of any urgent repairs arranged by the Tenant.
- 62A. The Lessor must ensure the Premises comply with the Minimum Housing Standards applying to the Premises.

TENANCY AGREEMENT (RESIDENTIAL)

TENANT TO LOOK AFTER THE PREMISES

The Tenant must take reasonable care of the Premises and keep the Premises reasonably clean

63. During the tenancy, the Tenant must -
- not intentionally or negligently damage the Premises or permit such damage;
 - notify the Lessor of any damage as soon as possible; and
 - take reasonable care of the Premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of this tenancy and the normal incidents of living.
- 63A. The Tenant must replace the battery in a smoke alarm installed in the Premises whenever necessary.
64. The Tenant must leave the Premises -
- in substantially the same state of cleanliness, removing all the Tenant's belongings and any other goods brought onto the Premises during the duration of the tenancy agreement; and
 - in substantially the same condition as the Premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.
65. The Lessor must not require the Tenant to make alternations, improvements or renovations to the Premises.

Tenant of unit to comply with owners corporation's rules

66. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this Tenancy Agreement.

Tenant must make no alterations and must not add any fixtures or fittings without the consent of the Lessor

67. (1) The Tenant must not, without the Lessor's written consent, make any renovation, alteration or addition to the Premises (time limits for the Lessor to refuse consent to special modifications are set out in the Act).
- (2) The Lessor may give consent subject to a reasonable condition, including a requirement that the Tenant use a suitably qualified tradesperson to undertake—
- the renovation, alteration, or addition; and
 - any restoration at the end of this tenancy.
- (3) Unless otherwise agreed, the Tenant is liable for the cost of any renovation, alteration or addition to the Premises.
- (4) Unless otherwise agreed, at the end of the tenancy the Tenant is responsible for restoring the Premises to substantially the same condition as the Premises were in at the commencement of this Tenancy Agreement, fair wear and tear excepted.
- (5) The Lessor and the Tenant may agree that any renovation, alteration, or addition to the Premises remains in place at the end of this Tenancy Agreement.
68. (1) The Tenant must not add any fixtures or fittings to the Premises without the consent of the Lessor.
- (2) The Lessor's consent must not be unreasonably withheld.
- (3) The Tenant must make good any damage to the Premises on removal of any fixtures and fittings.
- (4) Any fixtures or fittings not removed by the Tenant before the Tenant leaves the Premises becomes the property of the Lessor.

Tenant must not use the premises for illegal purposes and must not disturb the neighbors

69. Unless otherwise agreed in writing, the Tenant must only use the Premises for residential purposes.
70. The Tenant must not:
- use the Premises, or permit them to be used, for an illegal purpose;
 - cause or permit nuisance; or
 - interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby Premises.
71. The Tenant must not leave the Premises vacant for more than 3 weeks without notifying the Lessor.

Tenant must not sell, dispose of, or sublet tenancy without consent of Lessor

72. (1) The Tenant must not assign or sublet the Premises or any part of them without the written consent of the Lessor.
- Consent may be given at any time.
 - No rights in relation to the Premises may be created in any third party before consent is obtained from the Lessor.

Co-tenant may leave tenancy agreement

- 72A. (1) A co-tenant may stop being a party to the tenancy agreement—
- with the consent of the lessor and each remaining co-tenant under the agreement; or
 - by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).
- (2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—
- by notice in writing; and
 - at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—
- the agreement continues between the lessor and the remaining co-tenants; and
 - the tenant's rights and obligations under the agreement end.

Becoming a new co-tenant to existing tenancy agreement

- 72B. (1) Another person may become a co-tenant under the tenancy agreement—
- with the consent of the lessor and each other co-tenant; or
 - under the Residential Tenancies Act, section 35D.
- (2) An existing tenant must seek the consent of the lessor and any other co-tenant—
- by notice in writing; and
 - at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If the person becomes a co-tenant—
- the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
 - the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.
- (4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73. The Tenant is personally responsible for the actions or omissions of visitors, guests or other people on the Premises if:
- The action or omission would if performed by the Tenant have constituted a breach of this Tenancy Agreement; and
 - The person is on the Premises with the permission of the Tenant.
74. The Tenant is not personally responsible for the actions or omission of a person who is on the Premises:
- at the request of the Lessor;
 - to assist the Lessor perform any of the duties of the Lessor under this Tenancy Agreement (whether at the request of the Lessor or the Tenant); or
 - without the consent of the Tenant.

TENANCY AGREEMENT (RESIDENTIAL)

Keeping animals on Premises

- 74A. (1) The Tenant may keep an animal, or allow an animal to be kept, on the Premises.
(2) The Tenancy Agreement may require the Tenant to obtain the Lessor's prior written consent to keep an animal, or allow an animal to be kept, on the Premises (time limits for the Lessor to refuse consent are set out in the Act).
- 74B. The Tenant is responsible for any repairs or additional maintenance to the Premises required as a consequence of keeping an animal on the Premises.

LESSOR'S ACCESS TO PREMISES

Lessor cannot enter the premises except as provided in this tenancy agreement

75. (1) The Lessor must not require access to the Premises during the tenancy except as provided by the law, this Tenancy Agreement, the Act, or an order of the Tribunal.
(2) The Tenant may permit access to the Premises by the Lessor at any time.
(3) If requested, the Lessor or the Agent must provide identification to the Tenant.
76. The Lessor must not have access to the Premises -
(a) on Sundays; or
(b) on public holidays; or
(c) before 8.00 am and after 6.00 pm; other than -
(d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the Premises; or
(e) with the consent of the Tenant.

Access in accordance with tenancy agreement

Routine Inspections

77. The Lessor may inspect the Premises twice in each period of 12 months following the commencement of this tenancy.
78. In addition to the inspections provided for in the previous clause, the Lessor may make an inspection of the Premises -
(a) within 1 month of the commencement of this tenancy; and
(b) in the last month of this tenancy.
79. (1) The Lessor must give the Tenant 1 week written notice of an inspection.
(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
(3) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the Tribunal for an order permitting access at a specified time.

Access for purchasers and new Tenants

80. The Tenant must permit reasonable access to the Premises during the period of 3 weeks before the end of this tenancy, on the Lessor giving 24 hours notice, to allow inspection of the Premises by prospective Tenants.
81. The Tenant must permit reasonable access to the Premises, on the Lessor giving 48 hours' notice, to allow inspection of the Premises by prospective purchasers of the Premises, but only if:
(a) the Lessor intends to sell the Premises; and
(b) the Lessor has previously notified the Tenant in writing of the Lessor's intention to sell.
- 81A. (1) The Tenant must not unreasonably refuse an inspection of the Premises by a prospective purchaser.
(2) However, the Tenant is not required to agree to more than 2 inspections a week.
(3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
(4) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the tribunal for an order permitting access at a stated time.

Access for making or inspecting repairs or complying with minimum housing standards

82. (1) On giving the Tenant 1 week's notice (or such other agreed period), the Lessor may enter the Premises at a reasonable time, taking into account the interests of the Tenant and the Lessor, for the purpose of;
(a) making or inspecting repairs;
(b) inspecting the Premises to ensure the Premises complies with the Minimum Housing Standards; or
(c) undertaking work, or inspecting work undertaken, to ensure the Premises complies with the Minimum Housing Standards.
(1A) However, the Lessor must only enter the Premises for the purpose of an inspection, making repairs or undertaking work (the activity) if, taking into account the nature of the activity, it is reasonable and necessary to do so.
(2) For urgent repairs, the Lessor must give reasonable notice and enter the Premises at a reasonable time having regard to the interests of the Tenant and the Lessor.

Notice to vacate by Lessor

83. A notice to vacate must be in writing, in the form required by the Act, and must include the following information:
(a) the address of the Premises;
(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); and
(c) that the Lessor requires the Tenant to vacate the Premises by the expiry of the required notice period and that this Tenancy Agreement ends on the day that the Tenant vacates the Premises.

Notice of intention to vacate by Tenant

84. (1) If the Tenant serves a notice of intention to vacate and vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.
(2) On receiving a notice of intention to vacate, the Lessor may-
(a) accept the notice and accept that this Tenancy Agreement ends on the date stated in the notice; or
(b) apply to the tribunal for confirmation of this Tenancy Agreement, an order for compensation or both.
85. (1) The notice of intention to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:
(a) the address of the Premises;
(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
(c) the date the Tenant intends to terminate this Tenancy Agreement.
(2) If the Tenant vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.
(3) However, if the Tenant does not vacate the Premises on or before the date stated in the notice, the notice is taken to be withdrawn and this Tenancy Agreement continues.

Termination where Premises are not fit for habitation

86. (1) The Lessor or the Tenant may, by written notice, terminate this Tenancy Agreement on a date specified in the notice on the following grounds:
(a) the Premises are not fit for habitation; or
(b) the Premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
(2) However, the Lessor or Tenant must not terminate this Tenancy Agreement under subclause (1) only because the Lessor has failed to comply with the Minimum Housing Standards applying to the Premises.
87. (1) In either case the Lessor must give not less than 1 weeks' notice of termination of this tenancy, and the rent abates from the date that the Premises are uninhabitable.

- (2) The Tenant may give 2 days' notice of termination of the tenancy.
- (3) If neither the Lessor nor the Tenant give notice of termination of this tenancy, the rent abates for the period that the Premises are unable to be used for habitation, but this tenancy resumes when they are able to be used again.

Termination of tenancy by Tenant

Termination on or after end of fixed term

88. (1) If a periodic tenancy is granted under this Tenancy Agreement, or arises upon the expiry of a fixed term tenancy, the Tenant may give notice to terminate this Tenancy Agreement by giving the Lessor not less than 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This Tenancy Agreement ends on the date specified by the Tenant.
89. (1) If a fixed term tenancy is granted under this Tenancy Agreement, the Tenant may give notice to terminate at or after the expiry of the Term by giving 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This Tenancy Agreement ends on the date specified by the Tenant.

Termination before end of fixed term - fee for breaking lease

- 89A. (1) If this Tenancy Agreement is a fixed term agreement and the Tenant ends this Tenancy Agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or this Tenancy Agreement), the Lessor may require the Tenant to pay a fee (a **break fee**) of the following amount:
 - (a) if the fixed term is 3 years or less -
 - (i) if less than half of the fixed term has expired - 6 weeks rent; or
 - (ii) in any other case - 4 weeks rent;
 - (b) if the fixed term is more than 3 years - the amount agreed between the Lessor and Tenant.
- (2) If the Lessor requires the Tenant to pay the break fee, the Lessor agrees to take reasonable steps to find a new tenant for the Premises.
- (3) The Lessor agrees that the compensation payable by the Tenant for ending this Tenancy Agreement before the end of the fixed term -
 - (a) is limited to the amount of the break fee specified in subclause (1); and
 - (b) is not payable until the defined period after the Tenant vacates the Premises has ended.
- (4) However, the Lessor and Tenant agree that if, within the defined period after the Tenant vacates the Premises, the Lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the Tenant is limited to -
 - (a) the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and
 - (b) if the Tenant vacates the Premises more than 4 weeks before the end of the fixed term - the Lessor's reasonable costs (not exceeding the defined cost limit) of advertising the Premises for lease and of giving a right to occupy the Premises to another person.
- (5) This clause does not apply if this Tenancy Agreement is ended by the Tenant under any of the following provisions of the Residential tenancies Act:
 - (a) section 46A (Termination of agreement for aged care or social housing needs);
 - (b) section 46B (Termination of fixed term agreement if premises for sale);
 - (c) section 46D (Termination for family violence);
 - (d) section 46G (Co-Tenancies - effect of serving family violence termination notice);
 - (e) section 64AA (Termination - affected residential premises);
 - (f) section 64AB (Termination - eligible impacted property);

- (6) In this clause;
 - defined cost limit** means -
 - (a) if at least half of the fixed term has expired - an amount equal to 2/3 of 1 week's rent; or
 - (b) if less than half of the fixed term has expired - an amount equal to 1 week's rent.
 - defined period** means -
 - (a) if subclause (1) (a) (i) applies - 6 weeks; or
 - (b) if subclause (1) (a) (ii) applies - 4 weeks; or
 - (c) if subclause (1) (b) applies - N weeks; or
 N is the number worked out as follows

break fee

weekly rent payable at the time the tenant ends the agreement

Termination for breach by Lessor

90. If the Lessor breaches this Tenancy Agreement, and the Tenant wishes to terminate this Tenancy Agreement, the Tenant may either:
 - (a) apply to the tribunal for an order terminating this Tenancy Agreement; or
 - (b) give the Lessor written notice of intention to terminate this Tenancy Agreement, in accordance with clause 91.
91. If the Tenant decides to proceed by way of notice to the Lessor, the following procedures apply:
 - (a) the Tenant must give the Lessor a written notice that the Lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
 - (b) if the Lessor remedies the breach within that 14-day period - this Tenancy Agreement continues;
 - (c) if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy - the Tenant must give 2 weeks' notice of intention to vacate;
 - (d) this Tenancy Agreement terminates on the date specified by the Tenant;
 - (e) rent is payable to the date specified in the notice or to the date that the Tenant vacates the Premises, whichever is the later; and
 - (f) if the Lessor remedies the breach during the period of the notice of intention to vacate - the Tenant, at the Tenant's option, may withdraw the notice or may terminate this Tenancy Agreement on the date specified in the notice by vacating the Premises on the at date.

Termination of tenancy by Lessor

Termination for failure to pay rent

92. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of non-payment of rent in the following circumstances:
 - (a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
 - (b) the Lessor has served a notice to remedy on the Tenant for the failure to pay the rent, being a notice-
 - (i) served not earlier than 1 week after the day when the rent was due; and
 - (ii) containing a statement that if the Tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and this Tenancy Agreement continues;
 - (c) if all rent is not paid within 1 week of the date of service of the notice to remedy - the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the Premises within 2 weeks of service of the notice to vacate;
 - (d) no earlier than the date when the notice to vacate is served, the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and evicting the Tenant;
 - (e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate; and

- (f) during this tenancy, if the Lessor has previously issued 2 notices to remedy, the Lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than nonpayment of rent

93. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of breach of this Tenancy Agreement in the following circumstances:

- (a) the Lessor must serve a written notice requiring the Tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
- (b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy - the Lessor must give a notice to vacate the Premises within 2 weeks after the date of service of the notice to vacate;
- (c) if the Tenant does not vacate the Premises within the period of 2 weeks after the date of service of a notice to vacate - the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and for the eviction of the Tenant; or
- (d) if the Tenant breaches the terms of this Tenancy Agreement on 3 occasions on any ground - on the 3rd occasion the Lessor may serve a notice to vacate and need not give the Tenant 2 weeks to remedy the breach.

Termination of periodic tenancy

- 96. (1) For a periodic tenancy, the Lessor may give the Tenant—
 - (a) if the Lessor genuinely intends to live in the Premises—8 weeks notice to vacate;
 - (b) if the Lessor genuinely believes the Lessor's immediate relative intends to live in the Premises—8 weeks notice to vacate;
 - (c) if the Lessor genuinely believes an interested person intends to live in the Premises—8 weeks notice to vacate;
 - (d) if the Lessor genuinely intends to sell the Premises—8 weeks notice to vacate;
 - (e) if the Lessor genuinely intends to reconstruct, renovate or make major repairs to the Premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the Tenant living in the Premises—12 weeks notice to vacate; or
 - (f) if the Lessor genuinely requires the Premises for a lawful use other than as a home—26 weeks notice to vacate.
- (2) A notice to vacate under this clause must be accompanied by written evidence supporting the Lessor's reason for the notice.

Examples - written evidence

statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner.

- (3) In this clause:
 - immediate relative** of the Lessor means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.
 - interested person**, for the Lessor, means a person who is not an immediate relative of the Lessor but who has a close family or personal relationship with the Lessor and who has a reasonable expectation arising from that relationship that the Lessor would provide accommodation for that person.

- 97. (1) If a Tenant is required to vacate the Premises in accordance with clause 96, the Tenant may vacate the Premises at any time during the 2 weeks before the date specified in the notice to vacate provided the Tenant gives the Lessor 4 days' notice of intention to vacate.
- (2) In this case, this tenancy terminates on the date that the Tenant vacates the Premises.

Notice of address for service

- 98. (1) At the commencement of this tenancy, the Lessor and the Tenant must each give:
 - (a) an address for service of termination notices; and
 - (b) an address for service of other notices.
- (2) If a person's address for service changes during the tenancy, the person must tell the other party about the new address within 2 weeks of the change.
- 99. On vacating the Premises, the Tenant must advise the Lessor of a forwarding address.
- 100. If 2 or more people are stated as the Tenant, except where this agreement otherwise provides, they do so as joint Tenants.

Disclaimer: This precedent document is a templated guide for use by those persons with the knowledge, skill and qualifications required to use this precedent to create a document suitable for the transaction. This document does not refer to or contemplate all matters associated with the transaction or attempt to incorporate all laws relevant to the transaction. Users of this document should satisfy themselves as to the accuracy and completeness of this document, and if necessary, seek legal advice regarding the use of this document. To the extent permitted by law, REI ACT and BAL Lawyers and their respective contractors and agents are not liable in any way for any loss or damage arising out of or in connection with this precedent document or its use.



Office : (02)6196-6735
Email : stacey@urban-property.com.au
Address : C05/2 Anzac Park
Campbell 2612
Postal Address : P O Box 199 Jerrabomberra
NSW 2619

Address : 13/3 Buninyong Street Watson ACT 2602

Tenants : Krisiana Bardhi & Ava Beale

Lease Additions

- The tenant agrees to have the carpets professionally cleaned at the end of the tenancy.
- The tenant agrees to keep all furniture in the property as per the ingoing and should they store any of the furniture in the storage cage, should this get damaged they will be responsible to replace it.
- Should the tenant remove furniture from the property they will be responsible for replacing it.
- Should any of the furniture be damaged or broken due to tenant negligence the tenant will be liable to replace it at their owner cost.

Tenant Signature :  Signed by:  Signed by:

A4EB01215E5D45C... 196EB7D71A7C473...



C05/2 Anzac Park, Campbell ACT 2612
P: 02 6196 6735 | E: stacey@urban-property.com.au

Paying Your Rent

Payment of your rent can be made via your banking system and a **BPAY**® scheduled payment. A brief explanation of how to make payment is as follows:

EFT - via your financial institution:

Payments from your cheque or savings accounts can be made via **EFT**.

EFT payments are made through your financial institution's phone or internet banking service. EFT details for Urban Property are as follows:

Account Name : Urban Property
Account BSB : 012-084
Account Number : 663 219 767
Ref # is given via approval email or for current tenants please use your existing number

This information is also located on page 2 of your Residential Tenancy Agreement.

Please **always quote your unique EFT Reference Number**, as this identifies and connects your payment directly to your Urban Property tenancy.

If you do not use internet banking, you can visit your bank branch and have them schedule the EFT payment for you.

Please deposit your rent online at least 2 days ahead of the due date to cover transfer time between banks and to ensure your payment reaches your rent account on time.

Urban Property is a CASH FREE office. Please do not bring Cash in to pay your Rent

Initial Initial
KB AB



ZERO TOLERANCE RENT ARREARS POLICY AGREEMENT

We understand that over the duration of your tenancy you may have a slight hiccup in your rent payment due to an unexpected circumstance, however we always keep our tenants advised of our policy when it comes to paying your rent. Continual late payments will not be tolerated & we expect your rent to be made top priority. Below is a timeline on what will happen should you fall behind in your rent:

- **3 Days Late** - We will SMS, Email and/or Call to advise your Rent Payment is overdue.
- **7 Days Late** - We will email or mail a Notice to Remedy. We may follow up with SMS or Call. All actions will be documented and recorded on file. We will send a detailed Notice to Remedy to the tenant reminding of the Residential Tenancy Agreement terms and conditions and advise of possible Notice to Vacate being issued if arrears are not rectified within 14 days.
- **14 Days Late** – The Landlord will be updated regarding the arrears and the next steps. A second & final Notice to Remedy will be emailed or mailed providing the last notice for all outstanding rent to be paid within 14 days otherwise a Notice to Vacate will be issued and an application will then be lodged with ACAT to terminate the lease agreement.

Your signature below denotes that you have read and you agree to abide to:

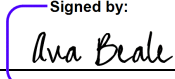
ALWAYS PAY YOUR RENT ON TIME

Tenant signature:

Signed by:

A4EB01215E5D45C...

Tenant signature:

Signed by:

196EB7D71A7C473...



SPECIAL CONDITIONS

SWIMMING POOLS

The tenant agrees they will not set up ANY FORM OF SWIMMING POOL or SPA at the property, including inflatable styles, even for short term or temporary use.

- The tenant understands that installing any type of swimming pool or spa at the property is breaching Council/State regulations regarding pool compliance and safety.

TENANCY AGREEMENT CLAUSE – SMOKE ALARMS

The signed tenant(s) acknowledges and understands:

- The property investor is responsible for the replacement of the battery at the commencement of each new tenancy.
- The tenant is responsible to change the battery in a smoke alarm during their tenancy if the smoke alarm

Tenants must notify their landlord or agent if they discover that a smoke alarm is not working (this includes when the battery needs to be changed).

Tenants must notify their landlord when they change a battery in a smoke alarm or engage a licensed electrician to repair or replace an alarm. The different circumstances where a tenant can change a battery or engage a licensed electrician are provided in the table with the below link.

<https://www.fairtrading.nsw.gov.au/housing-and-property/renting/new-residential-tenancy-laws/key-changes-to-smoke-alarm-requirements-for-rented-homes>

Initial Initial
KB AB

Tenants Guide to Preventing Mould

General:



1. Keep windows and walls dry inside the home by:
 - ventilating rooms with open windows or doors or by using extractor fans
 - wiping away condensation
 - heating rooms with dry heat
2. Ensure good ventilation at all times
3. Furniture should not be pushed up against walls. This creates dark airless area

Lounge/Family Room:



1. Carpets/rugs should be regularly aired & cleaned to prevent mould.
2. Let the sun into your home by opening curtains and blinds during the day
3. Open windows and doors when possible to help with ventilation
4. Do not have too many indoor plants
5. Avoid clutter and ensure that regular cleaning is conducted; dirt and dust are a contributing factor to mould growth

Kitchen:

1. Some types of cooking generate a large amount of steam. Run the exhaust or range hood fan to prevent the build up of steam indoors. Also open the windows where possible.
2. Try using lids on pots and saucepans to avoid steam build up.
3. Ensure exhaust fan or range hood is cleaned regularly to avoid blockages

Bathroom:



1. When you take a hot bath or shower, run the exhaust fan to prevent build up of moisture on the ceiling and walls.
2. Open the bathroom windows afterwards to allow the moisture to escape.
3. Ensure the exhaust fan is clean and clear of fluff at all times.
4. Clean and dry surfaces that get wet regularly.
5. When filling your bath, add cold first, this reduces the steam produced

Laundry:



1. Dry your clothes and shoes thoroughly before you put them away.
2. If you use a clothes drier with a vent on the front, open a window so that moisture doesn't build up on the walls and ceilings.
3. Dry clothes out of doors or in a cool area of the premises – this latter suggestion may sound strange, it will take longer but less moisture will be held in the air at any one time

Bedrooms & Cupboards:

1. Open blinds and curtains to warm rooms with sunlight
2. Keep cupboards and bedrooms uncluttered and well ventilated
3. Store dry items in sealed plastic containers
4. Maintain good air movement in storage areas



SmokeAlarms
AUSTRALIA
the responsible choice

Business hours
1300 125 276

After hours
1300 652 213

24/7 BEEPING ALARM SUPPORT LINE

Has your tenant reported a beeping smoke alarm? Is it beeping for no apparent reason? **Here's what you need to do!**



Call our dedicated support line **1300 125 276** during business hours, or **1300 652 213** outside hours



One of our team will work with the tenant to troubleshoot or solve the issue



Our Agency Services team will arrange for a technician as soon as possible



If it looks like there could be a delay getting a technician to the property, we will **confirm by email** an authority to send your own electrician at our cost



If we have asked you to send your electrician, we will schedule a return job to provide the compliance certificate



Process complete, but call us if you have any further questions

After Hours Emergency Repairs

Emergency items are generally those that could cause injury to the tenant or damage to the property may include:

- Water pipes have broken or burst
- Blocked or broken toilet (if a second toilet is not available)
- Serious roof leak or gas leak
- Dangerous electrical fault, dangerous power point, loose live wire etc
- Flooding, rainwater inundation inside the property or serious flood damage
- Serious storm, fire or impact damage (i.e. impact by a motor vehicle)
- Failure or breakdown of an essential service or appliance on the premises for water or cooking
- Hot water service failure on a weekend, or long weekend (this would not be considered an after-hours emergency if this occurs on a week night)
- Fault or damage that makes premises unsafe or insecure
- Fault likely to injure a person, cause damage or extreme inconvenience

AFTER HOURS EMERGENCY REPAIRS- Should an emergency repair be required after hours, the please refer to our Emergency Contact list.

Electrician:

- | | | | |
|-------------------------------|---|------|--------------|
| 1. George Electrical Services | - | Nick | 0402 399 848 |
| 2. Berkley Electrical | - | Sash | 0412 697 960 |

Plumber:

- | | | | |
|----------------------------|---|-------|--------------|
| 1. Anything Gas & Plumbing | - | David | 0421 823 338 |
| 2. Aurora Plumbing | - | Ash | 0418 759 066 |

Locksmith:

- | | | | |
|--------------|---|--------|--------------|
| 1. Grid Lock | - | Office | 02 6196 6575 |
|--------------|---|--------|--------------|

Air Conditioning:

- | | | | |
|---------------------------------|---|-------------|--------------|
| 1. Canberra Mechanical Services | - | Emergency | 6297 4109 |
| | | After Hours | 0407 222 121 |

ACT SES:

- | | | |
|----------------------------------|---|---------|
| 1. For help in Flood & Storms | - | 132 500 |
| 2. For Police / Fire / Ambulance | - | 000 |

There is always an afterhours call out fee, so it is important to know if a repair is an emergency or a general repair. Getting this wrong may be costly to the tenant if a repair is conducted after hours! Tenants should refer to their lease agreement or legislation to ensure the repair is an emergency in nature. If you are unsure, call the trades person and they will be able to advise if the repair constitutes an emergency repair.

Initial
KB
Initial
AB

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Watson Section 122 Block 1 on Deposited Plan 11671 with 77 units on Unit Plan 16480

Unit 13 (Class A) entitlement 148 of 10000, 4 subsidiaries

Part of Community Title Scheme 36

Lease commenced on 13/12/2024, terminating on 14/03/2122

Proprietor

PHU HUYNH

107 LIMB CIRCUIT, MONCRIEFF ACT 2914

THI HOANG PHUC HUYNH

107 LIMB CIRCUIT, MONCRIEFF ACT 2914

HUNG MINH LE

107 LIMB CIRCUIT, MONCRIEFF ACT 2914

THI HUE NGUYEN

107 LIMB CIRCUIT, MONCRIEFF ACT 2914

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Subject To Easement Created By TGE 3356170

Registered Date	Dealing Number	Description
31/01/2025	3363056	Mortgage to AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN: 005 357 522)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201018608	Development Application	17/08/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	29/09/2010

Description

NONR-NEW BUILDING-PUMP ROOM. Proposal is for the erection of a new pump room close to Aspinnall Street. It will be used for fire services for the television station.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201630707	Development Application	13/12/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	31/10/2017

Description

PROPOSAL FOR MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - LEASE VARIATION - demolition of existing building, construction of residential units, childcare centre, retail, community facilities, landscaping and associated works. Lease variation - please see application form.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202138745	Development Application	18/06/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	18/10/2021

Description

LEASE VARIATION - Consolidation of blocks 13, 14 and 15 and creation of service and waste easements. Realignment of the waste easement in block 1. Realignment of the Access easement within block 2. Realignment of the boundary between block 3 and 15 and creation of a public access easement. Realignment of the boundary between block 4 and 15. Subdivision of the Crown lease to create separate leases over the individual blocks. Signage on block 16.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202037637	Development Application	15/09/2020	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	02/10/2020



Product	Title Details
Date/Time	26/03/2026 02:10PM
Customer Reference	20260395
Order ID	20260326001247
Cost	\$35.00

Description

LEASE VARIATION - To vary the leases of blocks 1 - 15 by relocating the easement for access through block 8.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202342385	Development Application	11/12/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/02/2024

Description

PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - proposed extension to the existing childcare, alterations to internal amenities and staff areas, outdoor landscaping and associated works.

BLDG - DENOTES BUILDING
 WM - DENOTES WATER METER
 FCE - DENOTES FENCE
 FH - DENOTES FIRE HYDRANT
 SV - DENOTES SPRINKLER VALVE

SWING FROM CANBERRA ACT GRID - MGA2020 ZONE 55
 +1'09'35"

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

Sheet No. 1 of 39

SITE PLAN

LAND DETAILS

Block
1

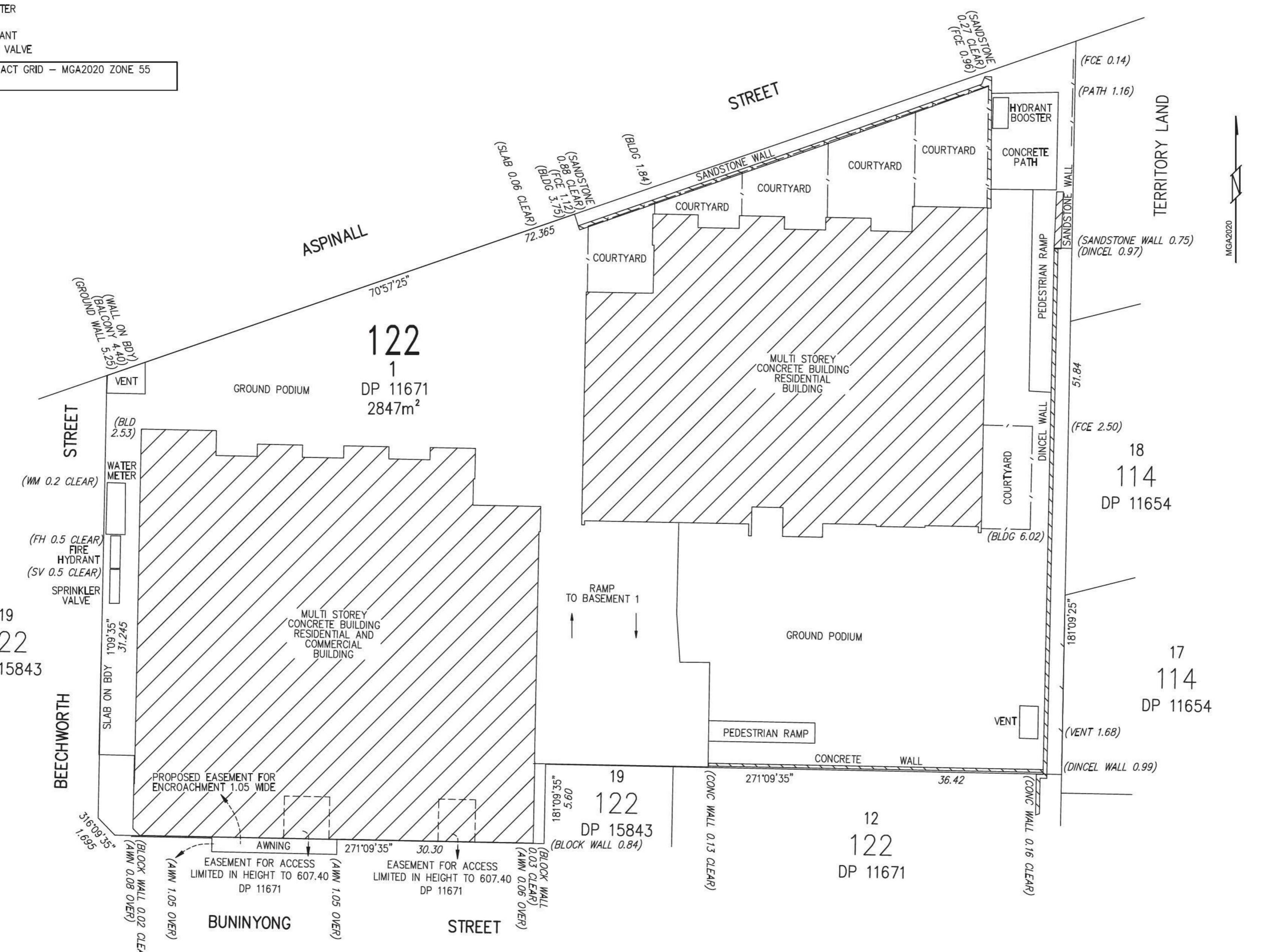
Section
122

Division
WATSON

Deposited Plan Number
11671

Volume/Folio
3017:91

Class of Units (A or B)
A



(Signature)
Jonathan Tanchevski
 Director

(Signature)
Adam Laird Howarth
 Director

HTI Watson Pty Limited
 ACN 611 569 138

Signature of Lessee

(Signature)
Karen Walker
 Karen Walker 9th December 2024
 Delegate of the
 ACT Planning and Land Authority

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

(Signature)
Leanne Taunton
 Deputy Registrar-General
 13/12/2024

UNITS PLAN No.
16480

Form 1
 Form 088 - SP

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

Graphic bar scale - SCALE 1:200

0 5 10 15 METRES

SURVEYORS DECLARATION

I, **THOMAS IAN DARMODY** of TSD SURVEYING

A surveyor authorised to work in the ACT under Automatic Deemed registration, hereby certify that:

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on - 21st OCTOBER 2024
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

(Signature)
Darmody
 Signature of Registered Surveyor

21st OCTOBER 2024
 Dated

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

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

OR

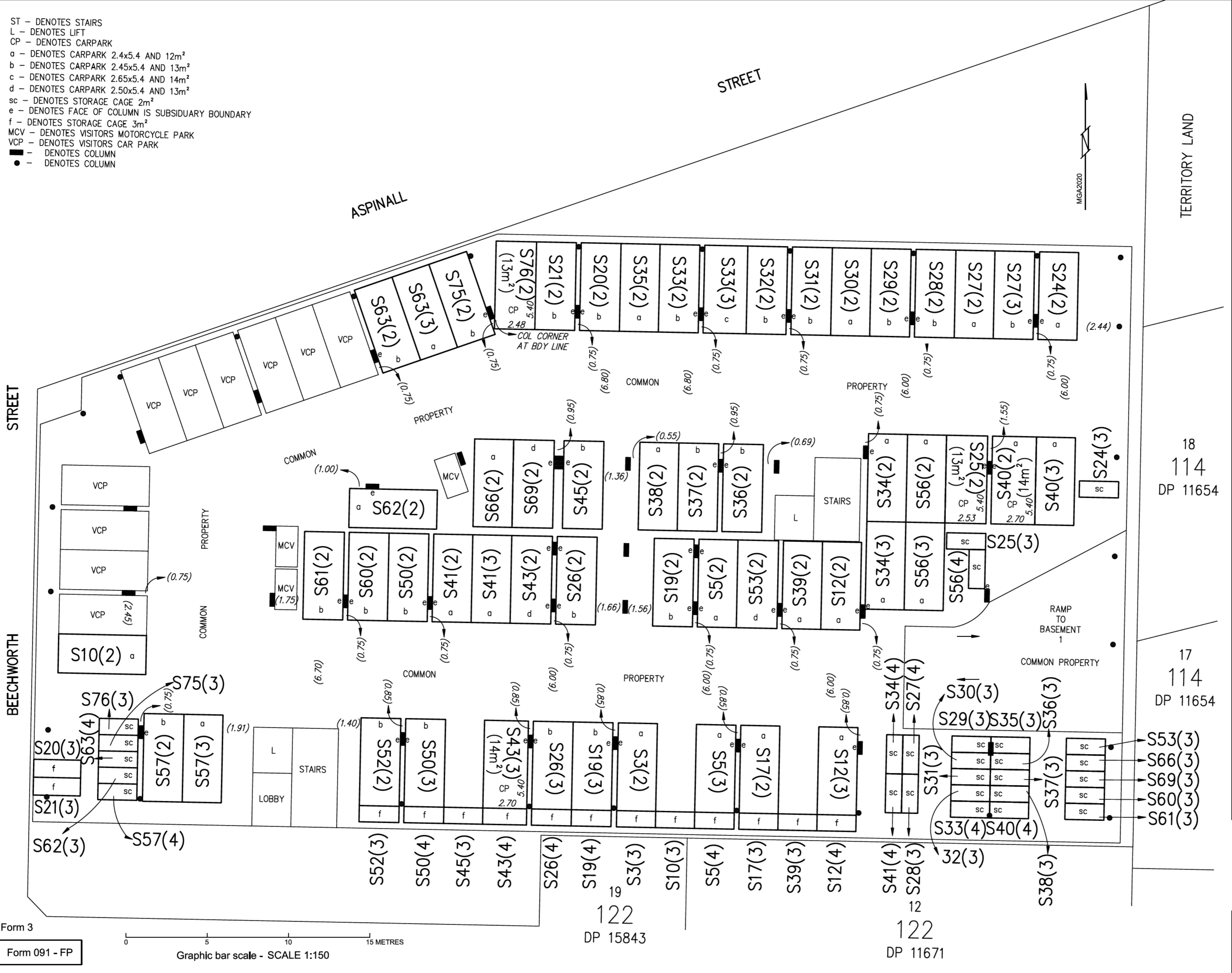
3 (a), (b), (c)

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

**1st FLOOR, 182-200 CITY WALK,
 CANBERRA CITY, ACT, 2601**
 Address for Service of Notice

LJ HOOKER STRATA
 Name of Manager / Owners Corporation

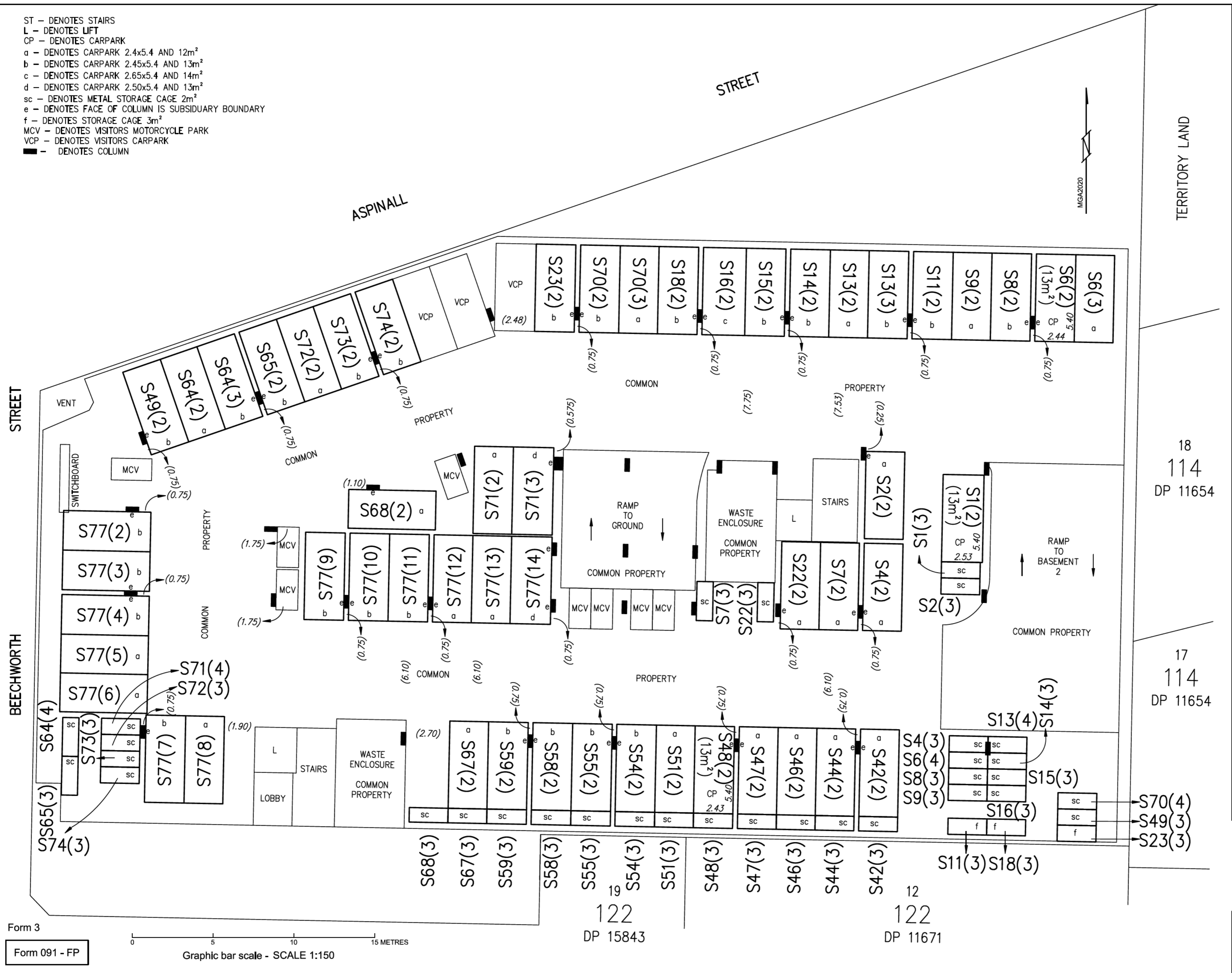
- ST - DENOTES STAIRS
- L - DENOTES LIFT
- CP - DENOTES CARPARK
- a - DENOTES CARPARK 2.4x5.4 AND 12m²
- b - DENOTES CARPARK 2.45x5.4 AND 13m²
- c - DENOTES CARPARK 2.65x5.4 AND 14m²
- d - DENOTES CARPARK 2.50x5.4 AND 13m²
- sc - DENOTES STORAGE CAGE 2m²
- e - DENOTES FACE OF COLUMN IS SUBSIDIARY BOUNDARY
- f - DENOTES STORAGE CAGE 3m²
- MCV - DENOTES VISITORS MOTORCYCLE PARK
- VCP - DENOTES VISITORS CAR PARK
- - DENOTES COLUMN
- - DENOTES COLUMN



LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 2... of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER BASEMENT 2
18 114 DP 11654
17 114 DP 11654
19 122 DP 15843
12 122 DP 11671
UNITS PLAN No. 16480

- ST - DENOTES STAIRS
- L - DENOTES LIFT
- CP - DENOTES CARPARK
- a - DENOTES CARPARK 2.4x5.4 AND 12m²
- b - DENOTES CARPARK 2.45x5.4 AND 13m²
- c - DENOTES CARPARK 2.65x5.4 AND 14m²
- d - DENOTES CARPARK 2.50x5.4 AND 13m²
- sc - DENOTES METAL STORAGE CAGE 2m²
- e - DENOTES FACE OF COLUMN IS SUBSIDIARY BOUNDARY
- f - DENOTES STORAGE CAGE 3m²
- MCV - DENOTES VISITORS MOTORCYCLE PARK
- VCP - DENOTES VISITORS CARPARK
- - DENOTES COLUMN

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No.3.....of39.....
FLOOR PLAN
Block
1
Section
122
Division
WATSON
FLOOR NUMBER
BASEMENT 1



18
114
DP 11654

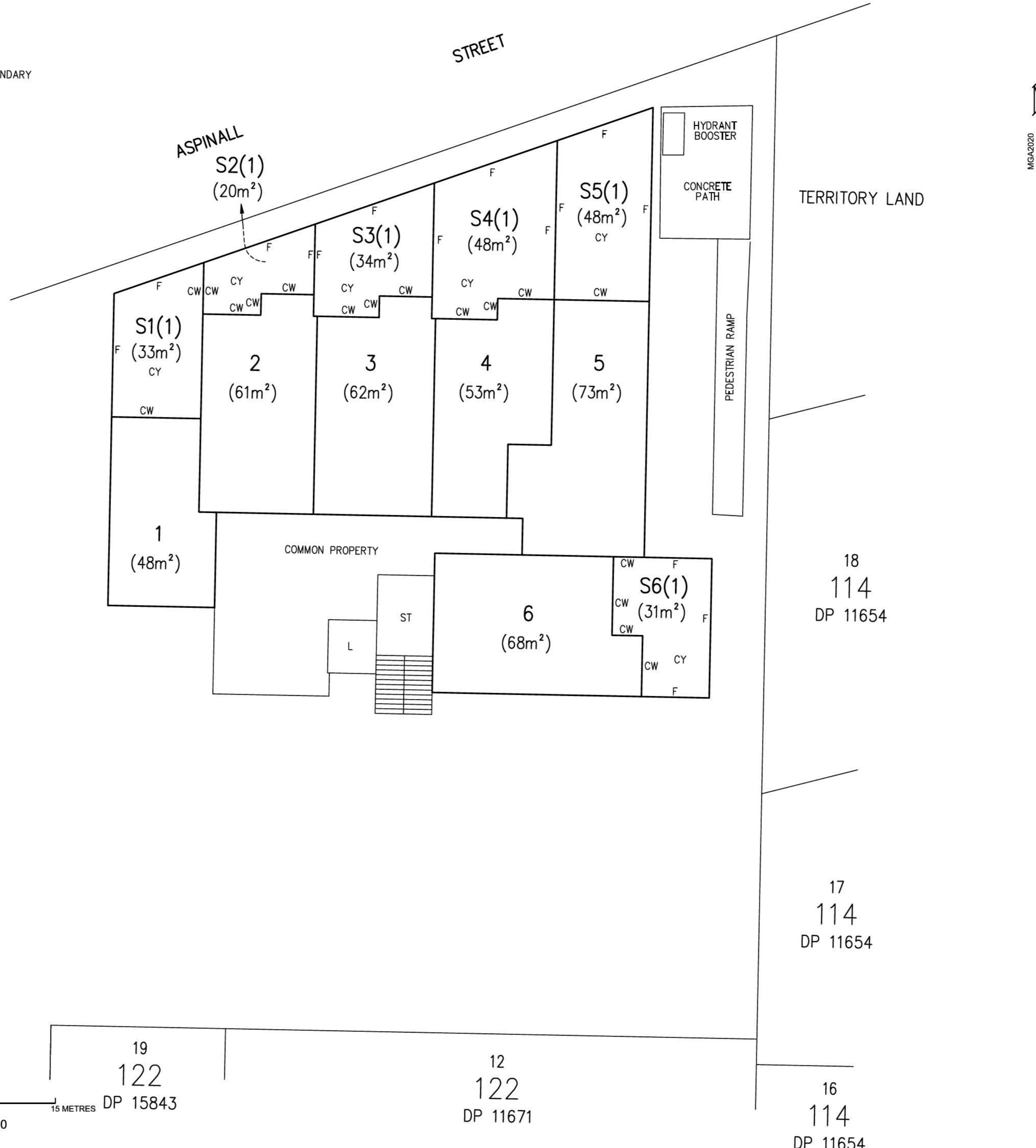
17
114
DP 11654

19
122
DP 15843

12
122
DP 11671

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 CY - DENOTES COURTYARD
 F - DENOTES METAL FENCE IS SUBSIDIARY BOUNDARY
 CW - DENOTES OUTSIDE FACE OF CONCRETE GROUND WALL IS SUBSIDIARY BOUNDARY



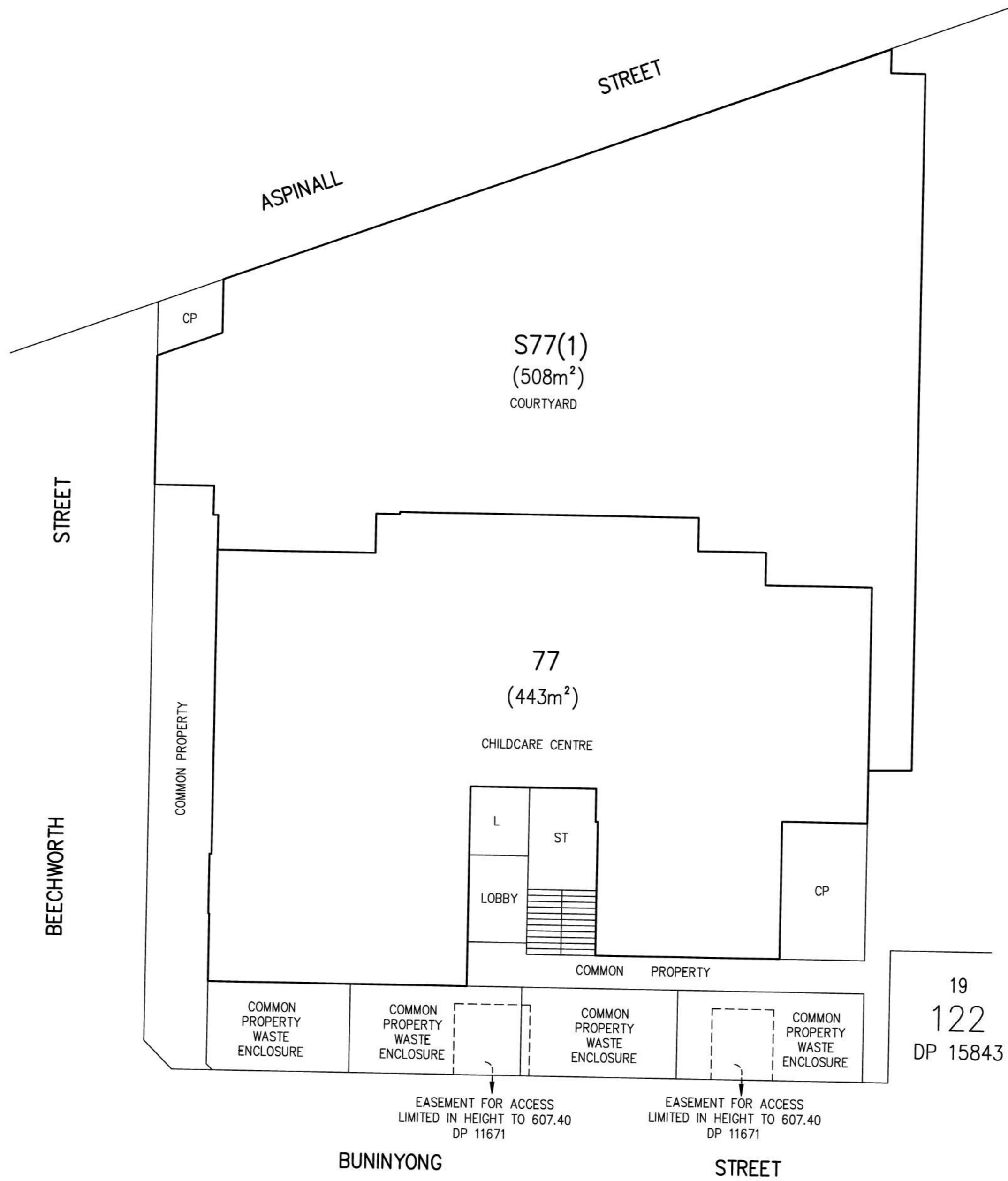
SEE SHEET 5



Form 3
 Form 091 - FP

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. ... 4... of ... 39...
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER GROUND BUILDING ONE
UNITS PLAN No. 16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 CP - DENOTES COMMON PROPERTY



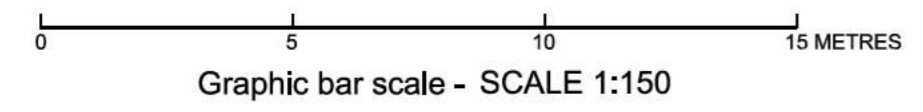
MGA/2020

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 5 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER GROUND BUILDING TWO

SEE SHEET 4

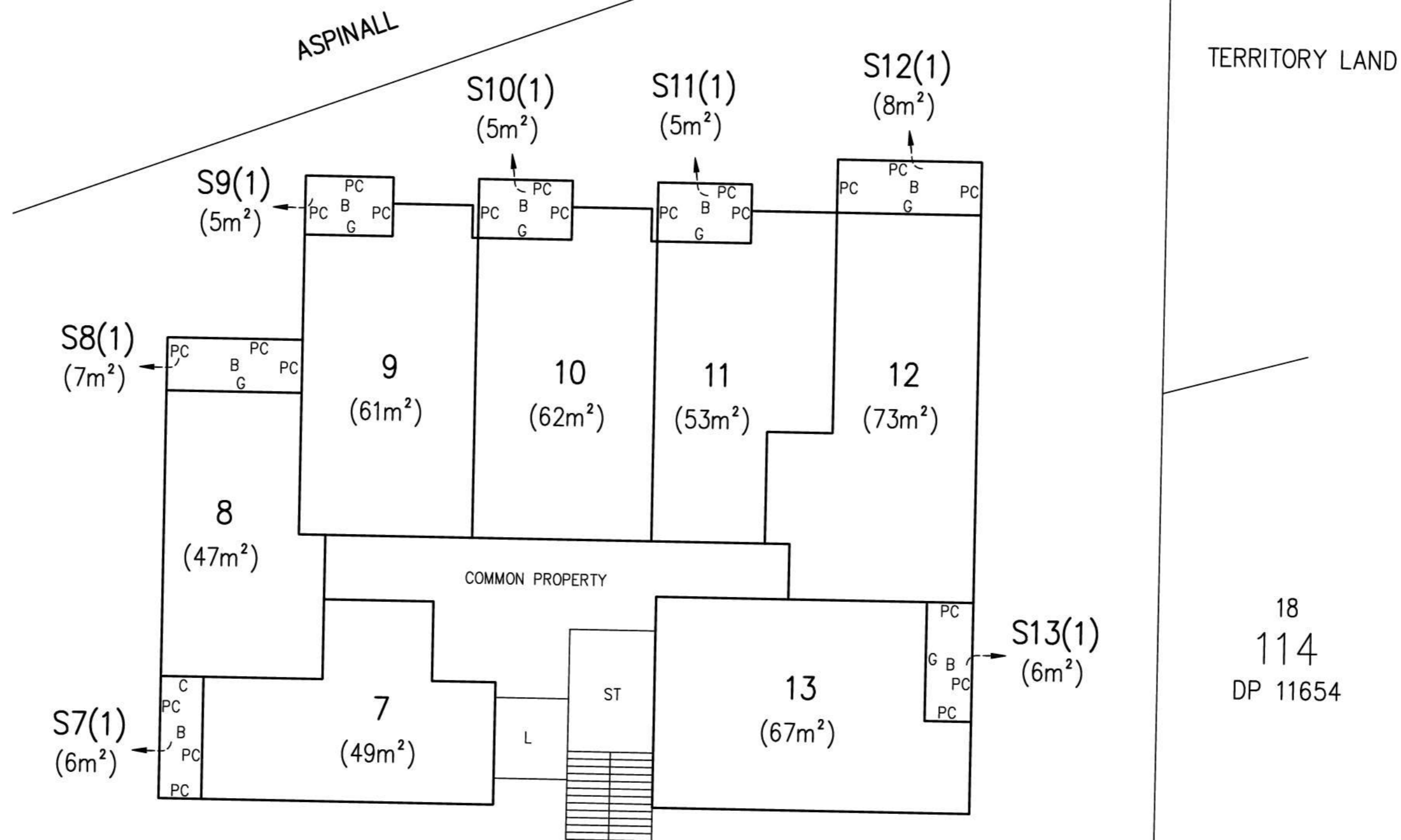
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122
DP 15843

Form 3
Form 091 - FP

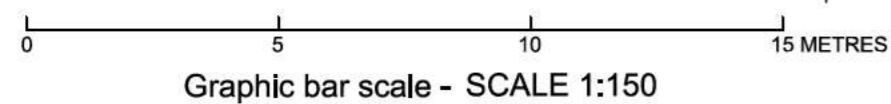


UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY



SEE SHEET 7



Form 3

Form 091 - FP

19
 122
 DP 15843

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 DP 11671

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 DP 11654

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 114
 DP 11654

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 114
 DP 11654

LAND TITLES
 ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate
 Sheet No. 6 of 39
FLOOR PLAN
 Block
 1
 Section
 122
 Division
WATSON
 FLOOR NUMBER
LEVEL ONE
BUILDING ONE

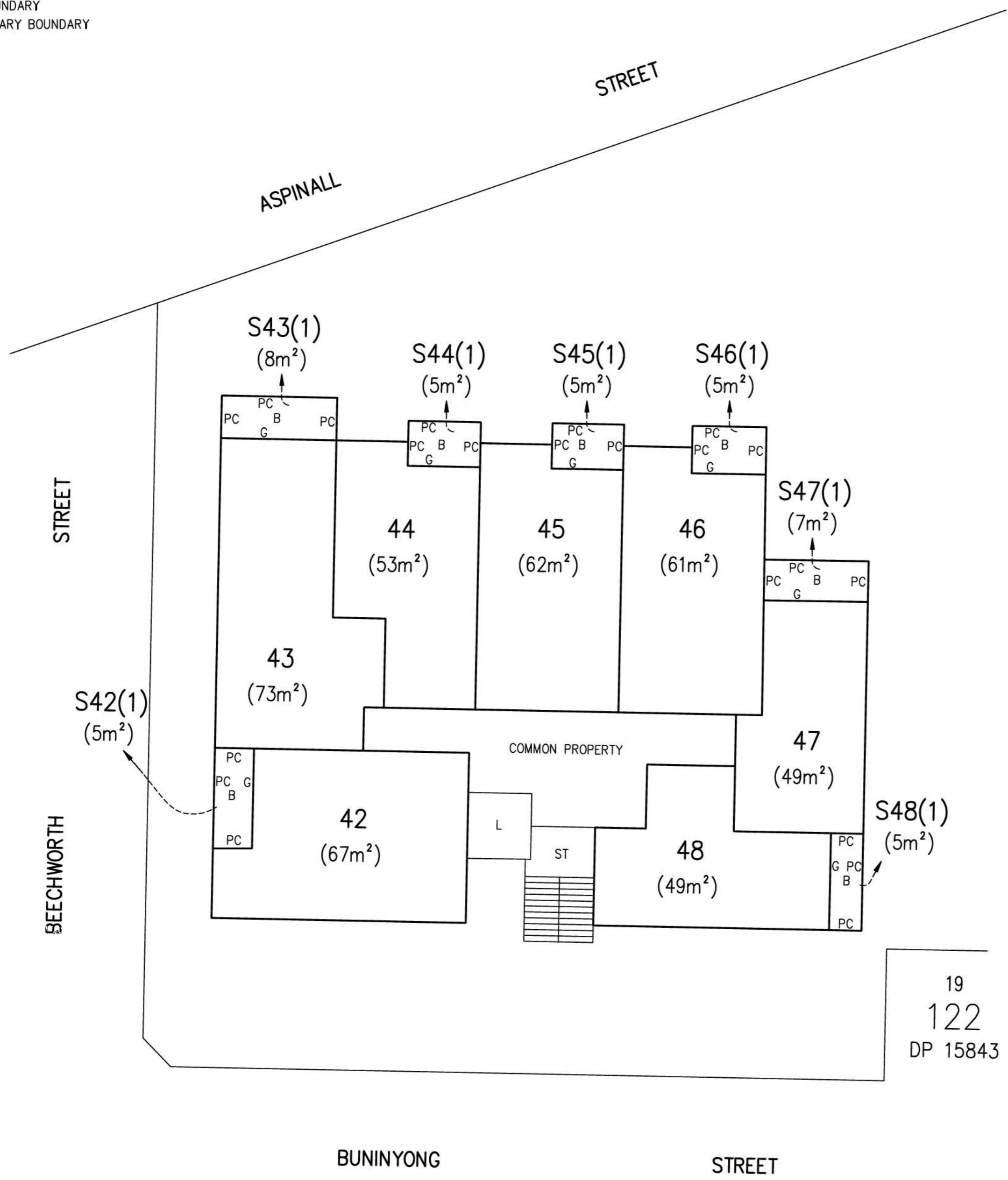


UNITS PLAN No.
 16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY

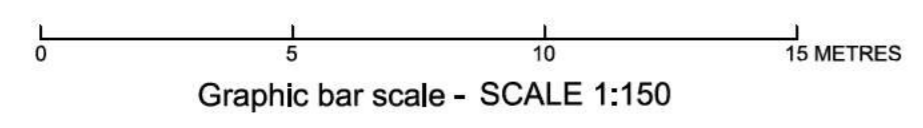
MGA2020

LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.7.....of39.....	
FLOOR PLAN	
Block	1
Section	122
Division	WATSON
FLOOR NUMBER	LEVEL ONE BUILDING TWO



SEE SHEET 6

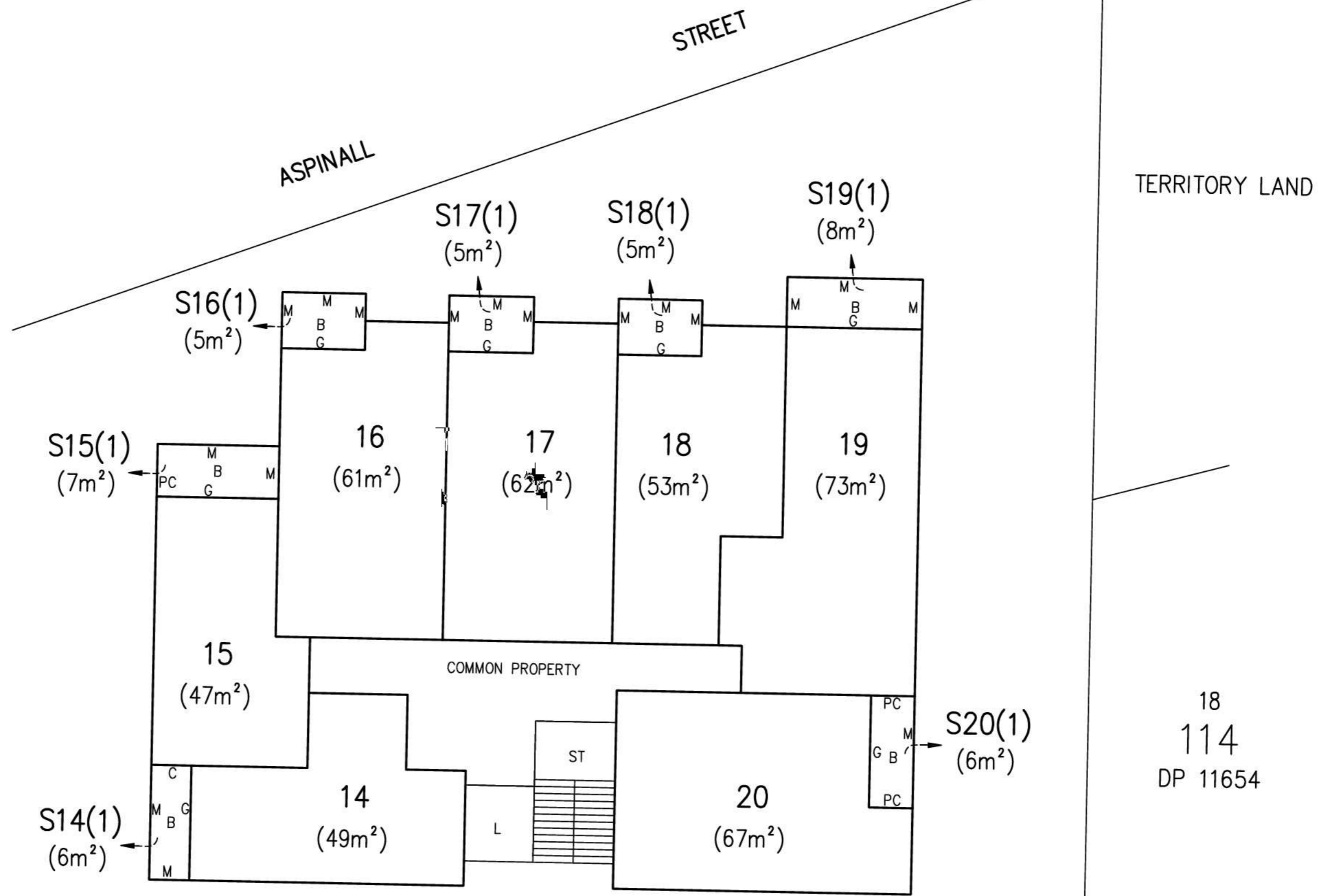
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122
DP 15843



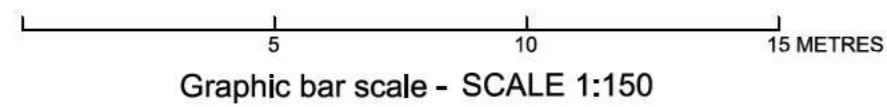
Form 3
Form 091 - FP

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

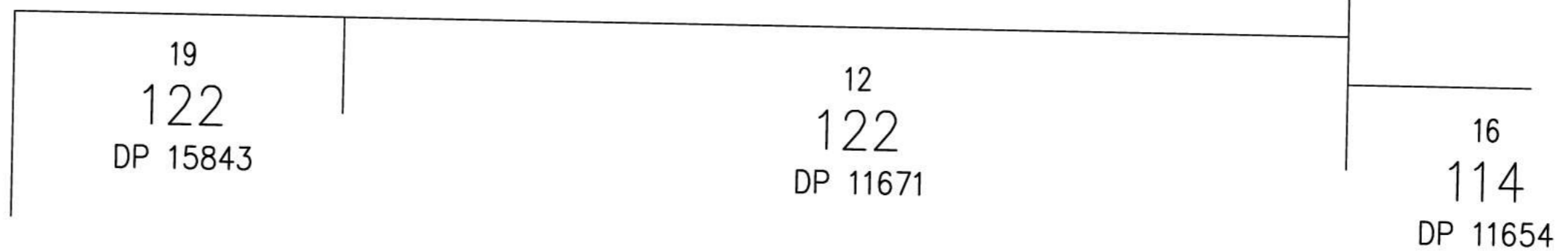


SEE SHEET 9



Form 3

Form 091 - FP



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

Sheet No8.....of39.....

FLOOR PLAN

Block

1

Section

122

Division

WATSON

FLOOR NUMBER

LEVEL TWO
 BUILDING ONE

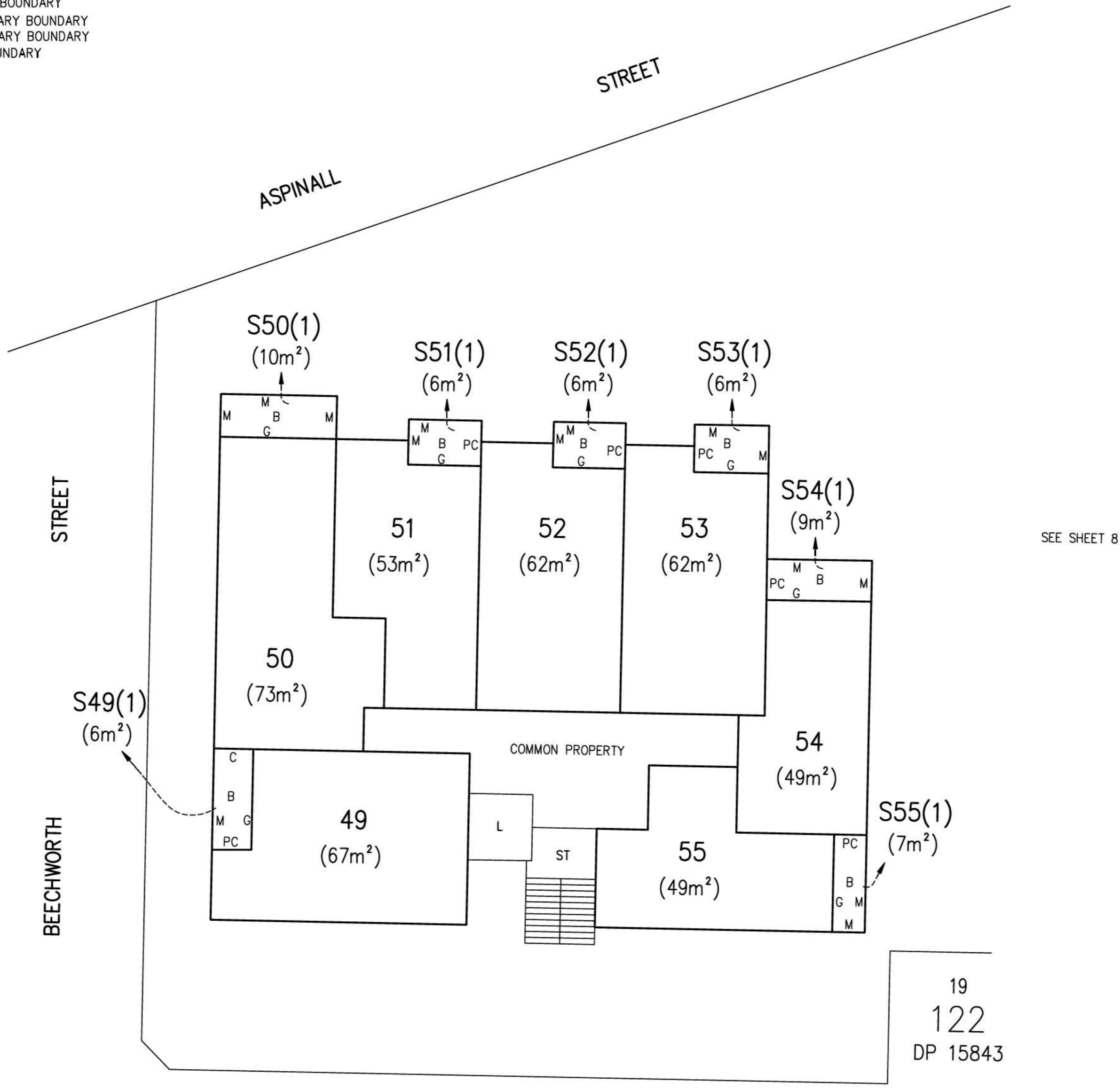
UNITS PLAN No.

16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDEN WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

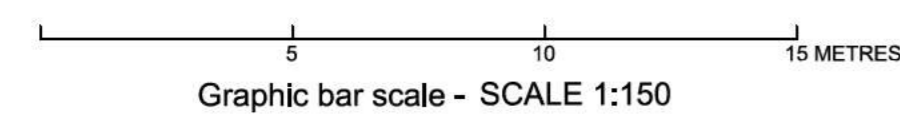
MGA2020

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 9 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL TWO BUILDING TWO



SEE SHEET 8

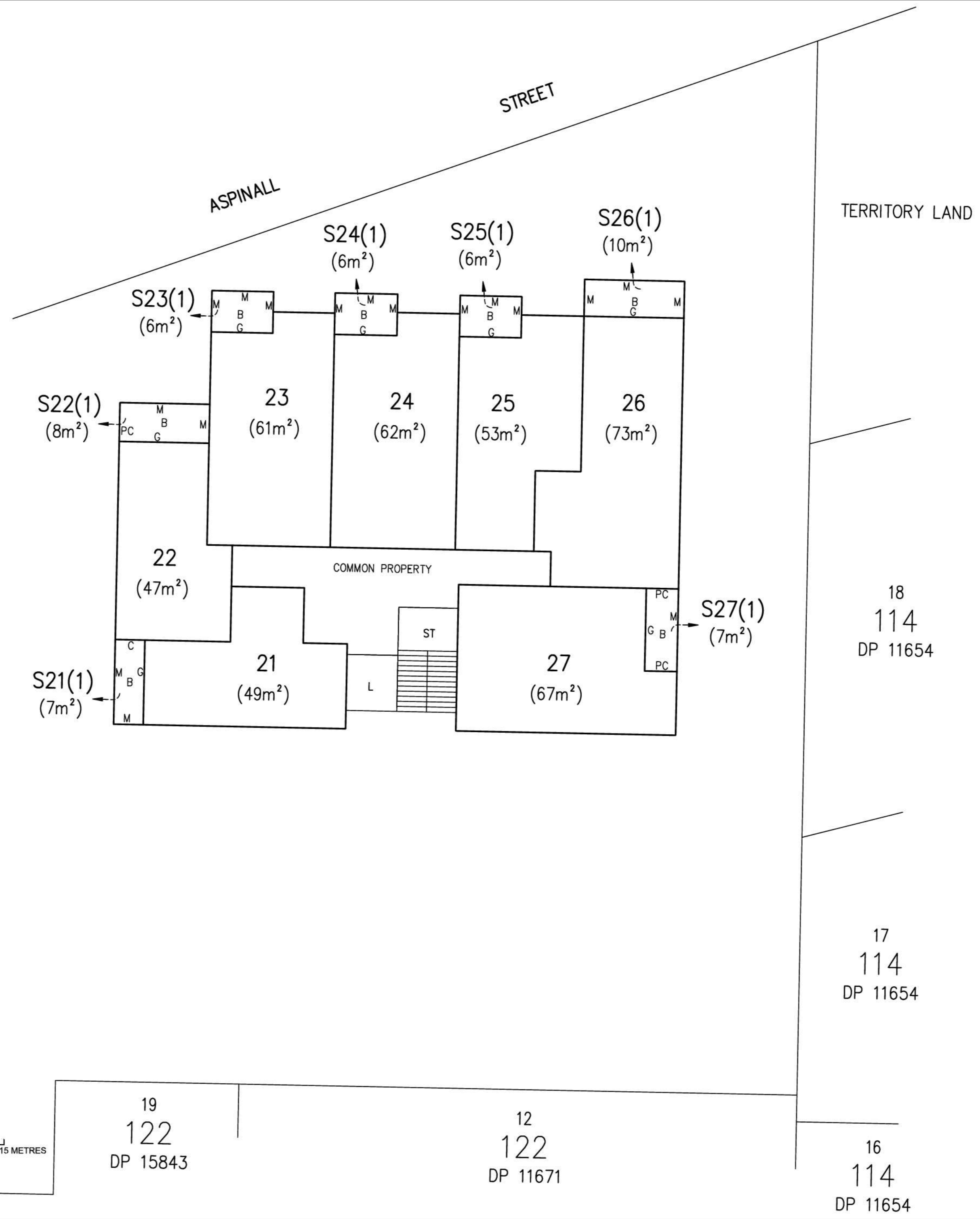
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122
DP 15843



Form 3
Form 091 - FP

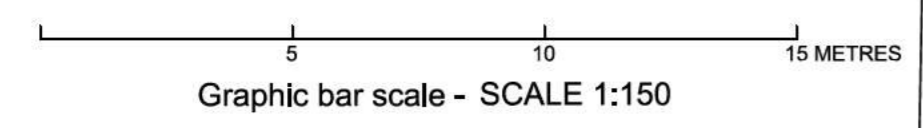
UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDEN WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY



LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No	10..of39.....
FLOOR PLAN	
Block	1
Section	122
Division	WATSON
FLOOR NUMBER	LEVEL THREE BUILDING ONE

SEE SHEET 11



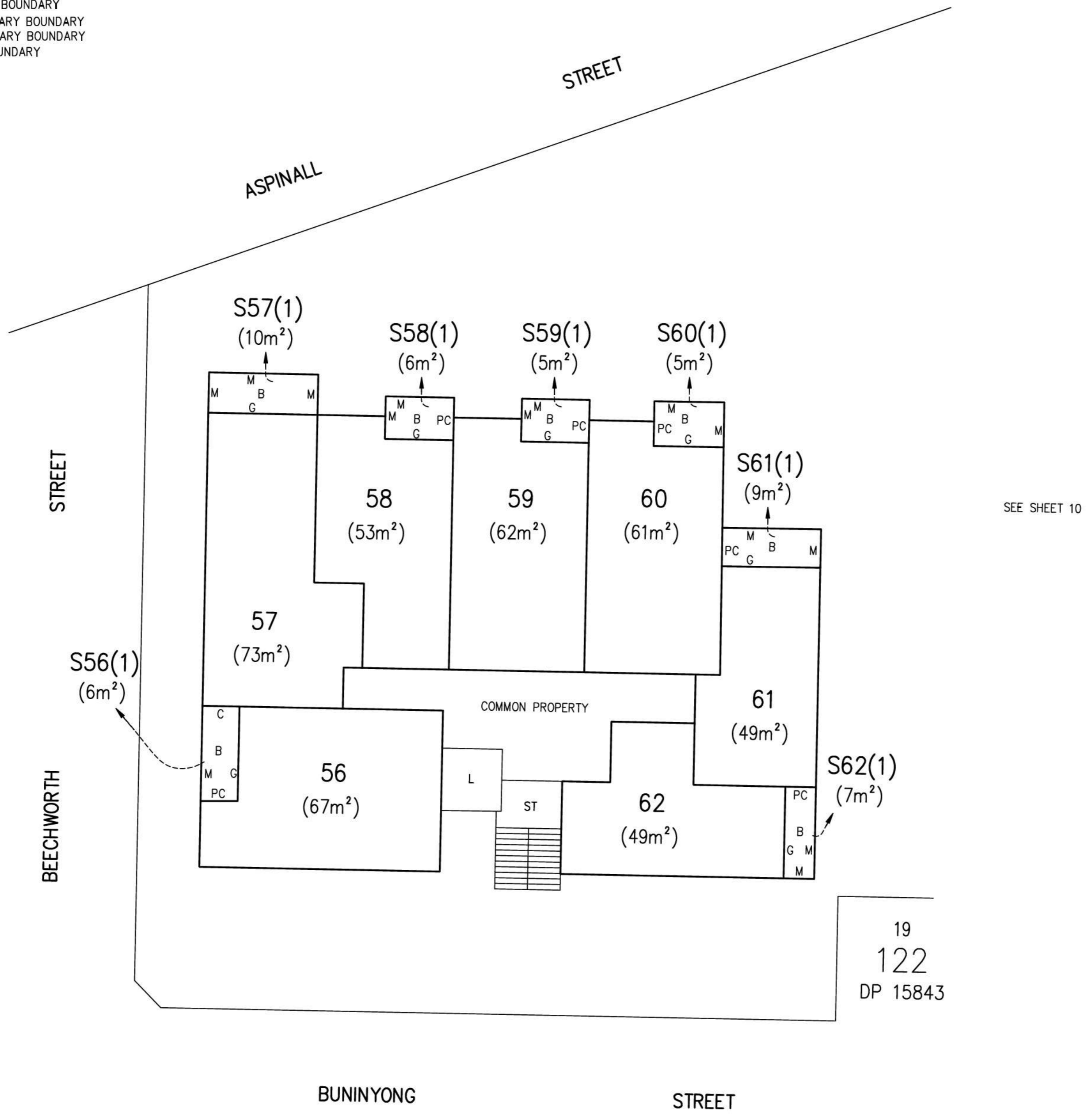
Form 3
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UNITS PLAN No.
 16480

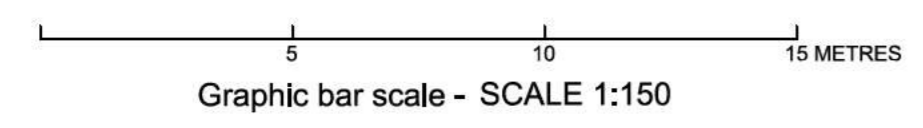
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 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

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LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 11 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL THREE BUILDING TWO



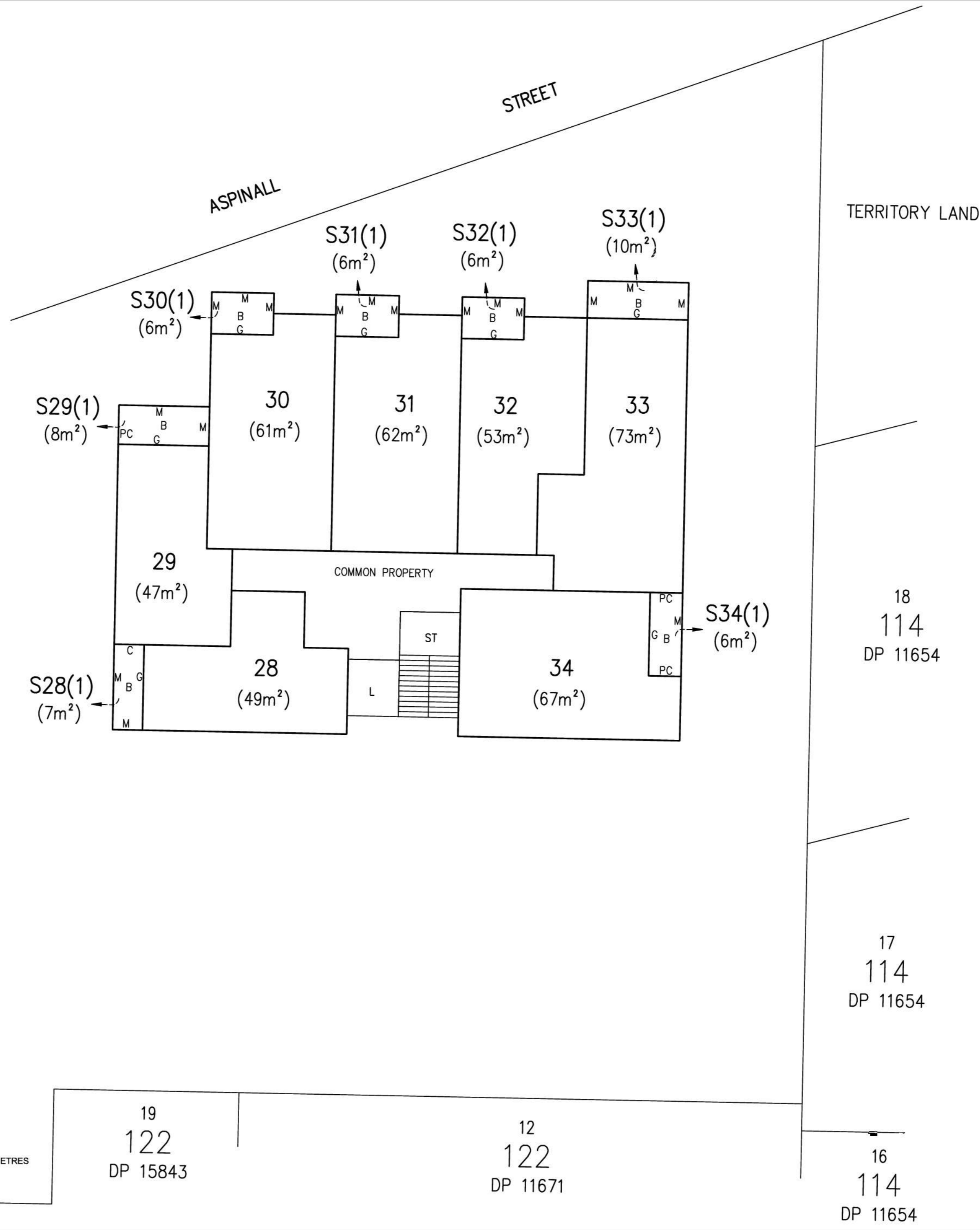
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122
DP 15843



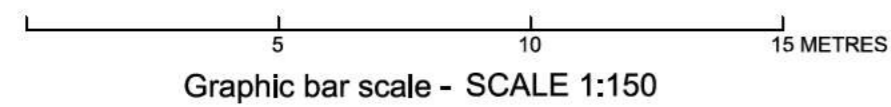
Form 3
Form 091 - FP

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY



SEE SHEET 13



Form 3

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LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No12.....of ...39.....
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL FOUR BUILDING ONE

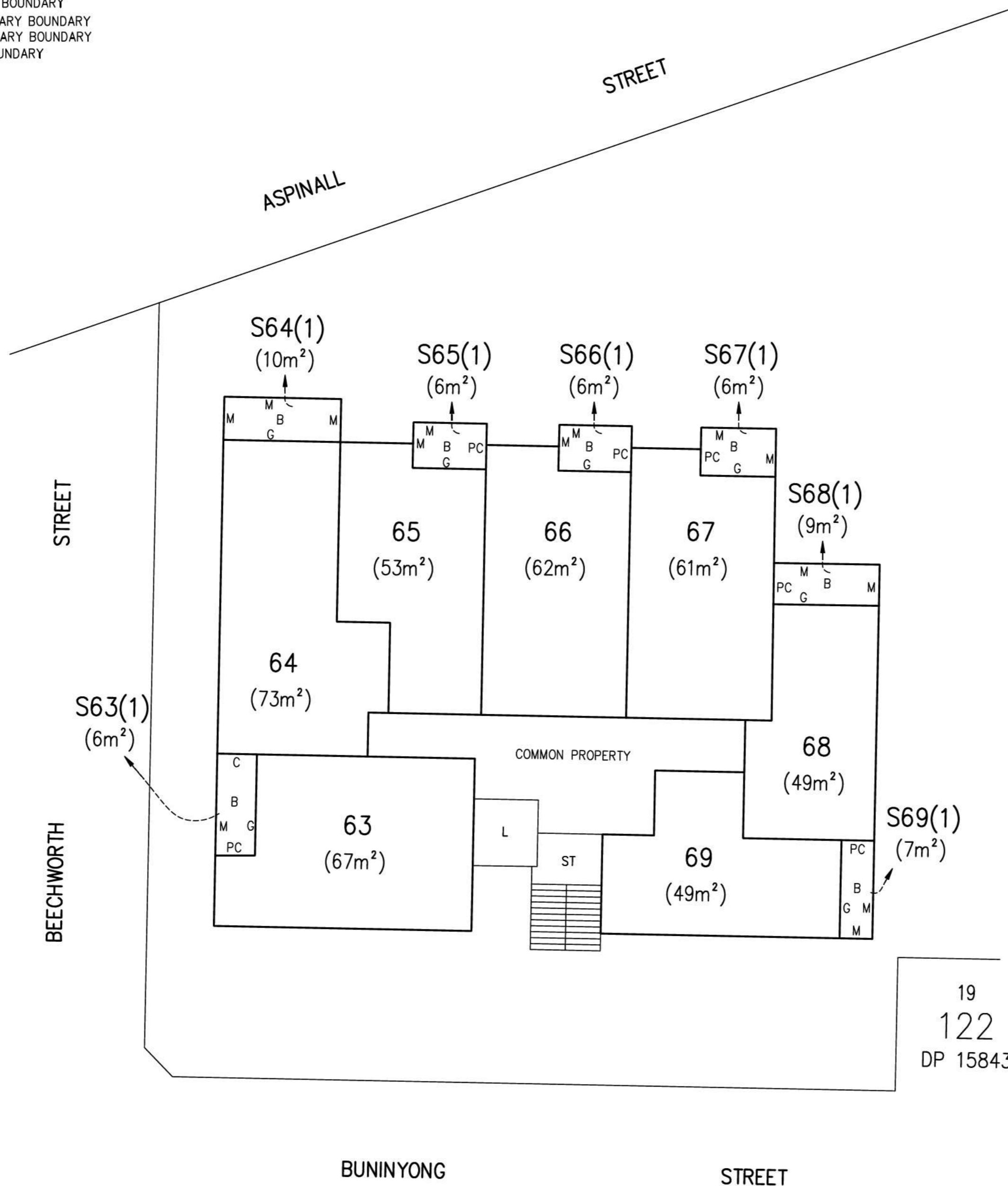


18 114 DP 11654
17 114 DP 11654

19 122 DP 15843	12 122 DP 11671	16 114 DP 11654
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UNITS PLAN No. 16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

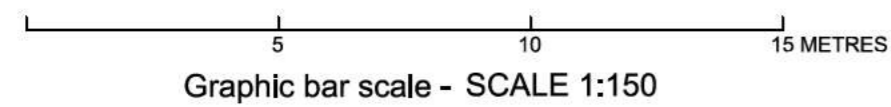


SEE SHEET 12

19
 122
 DP 15843

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LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 13 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL FOUR BUILDING TWO

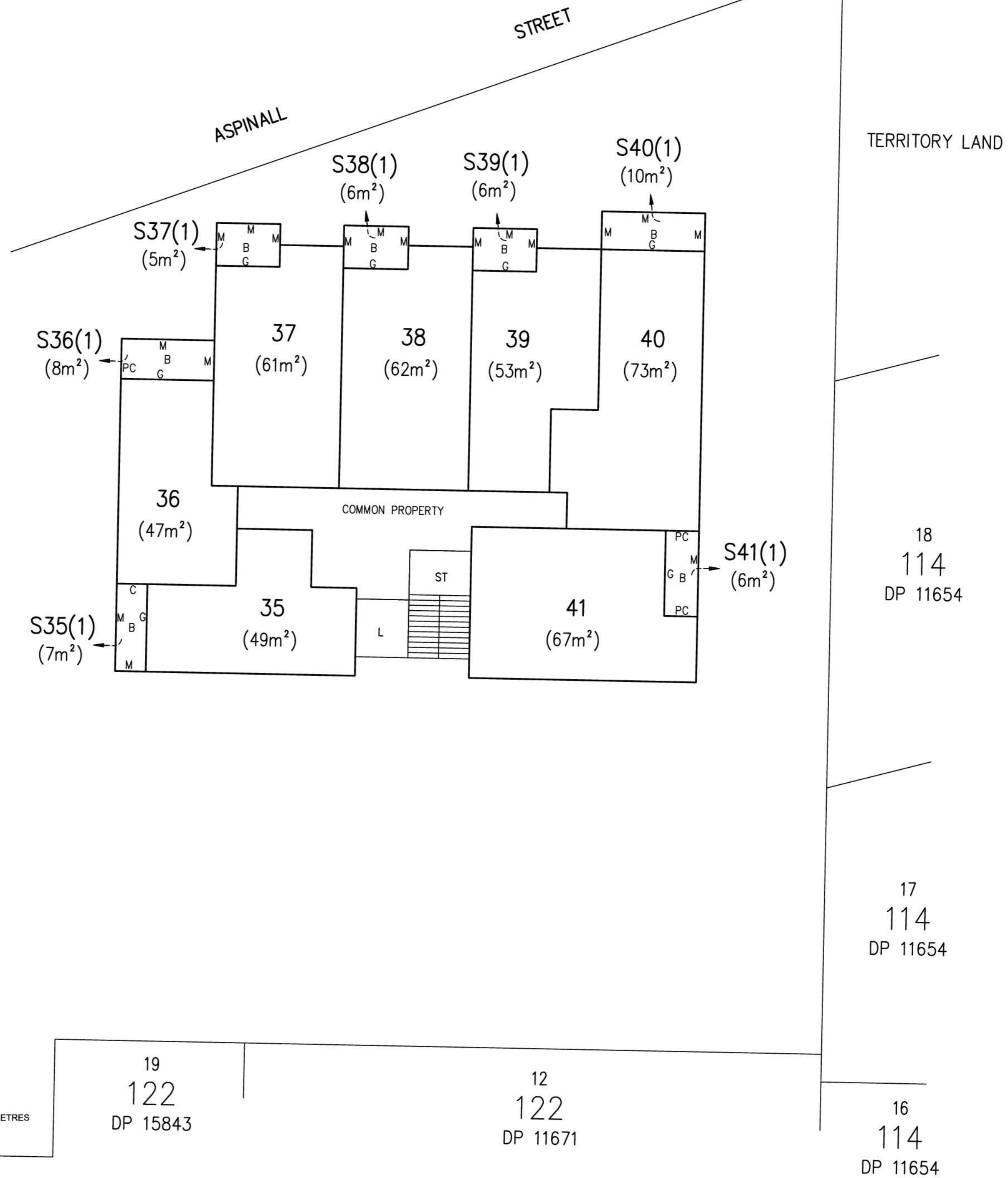


Form 3

Form 091 - FP

UNITS PLAN No. 16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY



SEE SHEET 15

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 14 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL FIVE BUILDING ONE

18
114
DP 11654

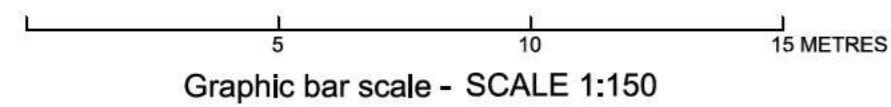
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114
DP 11654

19
122
DP 15843

12
122
DP 11671

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114
DP 11654

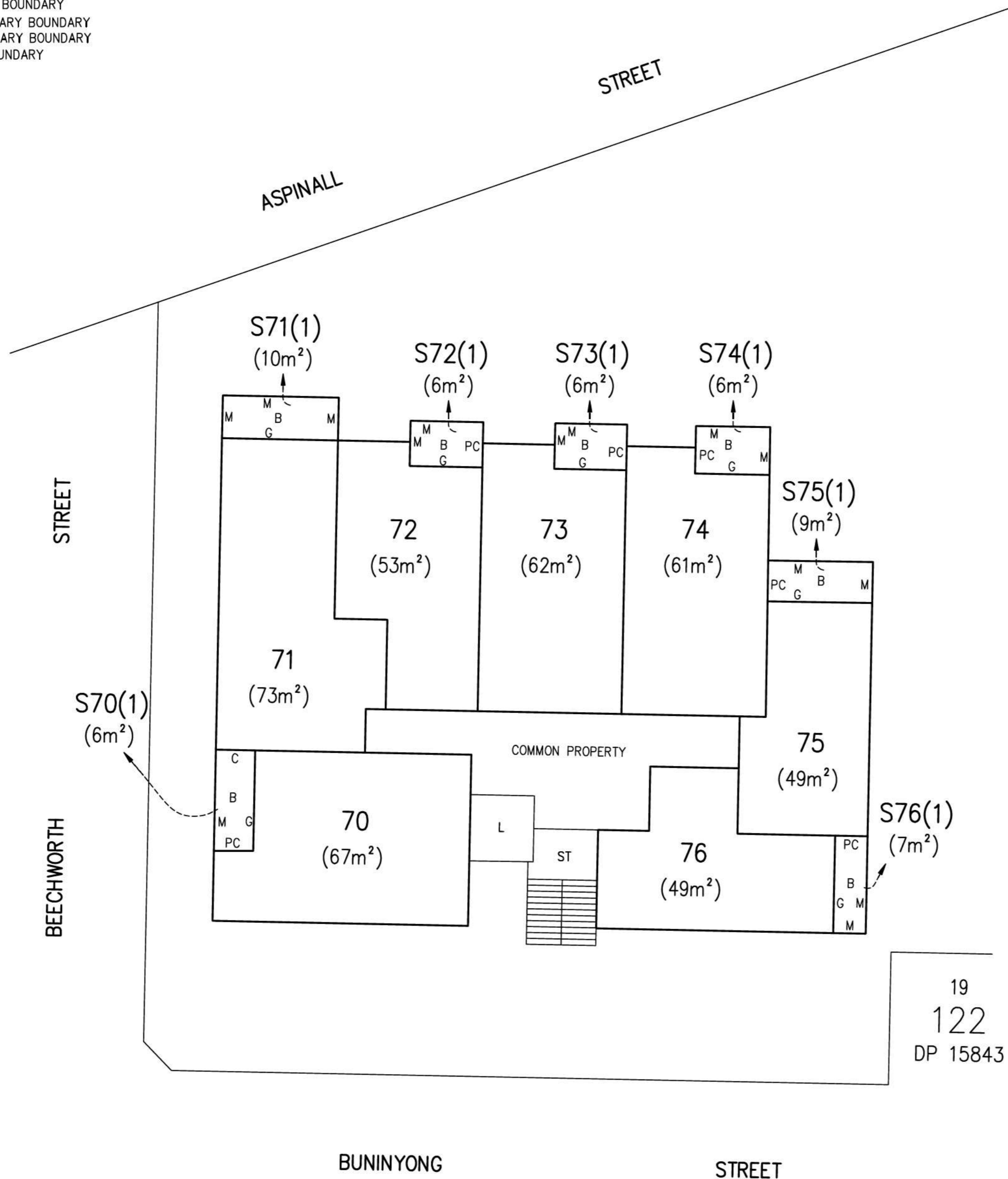
UNITS PLAN No. 16480



ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

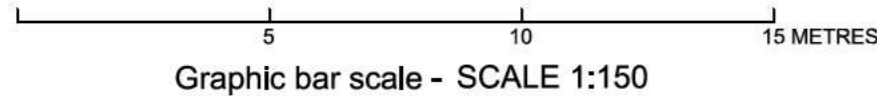
MGA2020

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No: 15 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL FIVE BUILDING TWO



SEE SHEET 14

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122
DP 15843



Form 3
Form 091 - FP

UNITS PLAN No.
16480

LEGEND and SPECIFICATION SHEET

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE INTERNAL FACE OF WALLS, UNLESS OTHERWISE NOTED

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

ALL AREAS ARE APPROXIMATE & MAY CONTAIN COLUMNS & SERVICE DUCTS, WHICH ARE COMMON PROPERTY

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

FLOOR PLAN

Block

1

Section

122

Division

WATSON

FLOOR NUMBER

LEGEND AND SPECIFICATION

Unit Identifier				Subsidiaries				Subsidiaries Total	
Unit No.	Sheet No.	Floor Level	Door No.	Street	Balcony/Courtyard		Carspace/Storage Cage		
					Sub No.	Sheet No.	Sub No.		Sheet No.
1	4	Ground	1	1 Buninyong Street	1		4	2,3	3
2	4	Ground	2	1 Buninyong Street	1		4	2,3	3
3	4	Ground	3	1 Buninyong Street	1		4	2,3	2
4	4	Ground	4	1 Buninyong Street	1		4	2,3	3
5	4	Ground	5	1 Buninyong Street	1		4	2,3,4	2
6	4	Ground	6	1 Buninyong Street	1		4	2,3,4	3
7	6	First	7	1 Buninyong Street	1		6	2,3	3
8	6	First	8	1 Buninyong Street	1		6	2,3	3
9	6	First	9	1 Buninyong Street	1		6	2,3	3
10	6	First	10	1 Buninyong Street	1		6	2,3	2
11	6	First	11	1 Buninyong Street	1		6	2,3	3
12	6	First	12	1 Buninyong Street	1		6	2,3,4	2
13	6	First	13	1 Buninyong Street	1		6	2,3,4	3
14	8	Second	14	1 Buninyong Street	1		8	2,3	3
15	8	Second	15	1 Buninyong Street	1		8	2,3	3
16	8	Second	16	1 Buninyong Street	1		8	2,3	3
17	8	Second	17	1 Buninyong Street	1		8	2,3	2
18	8	Second	18	1 Buninyong Street	1		8	2,3	3
19	8	Second	19	1 Buninyong Street	1		8	2,3,4	2
20	8	Second	20	1 Buninyong Street	1		8	2,3	2
21	10	Third	21	1 Buninyong Street	1		10	2,3	2
22	10	Third	22	1 Buninyong Street	1		10	2,3	3
23	10	Third	23	1 Buninyong Street	1		10	2,3	3
24	10	Third	24	1 Buninyong Street	1		10	2,3	2
25	10	Third	25	1 Buninyong Street	1		10	2,3	2
26	10	Third	26	1 Buninyong Street	1		10	2,3,4	2
27	10	Third	27	1 Buninyong Street	1		10	2,3,4	2
28	12	Fourth	28	1 Buninyong Street	1		12	2,3	2
29	12	Fourth	29	1 Buninyong Street	1		12	2,3	2
30	12	Fourth	30	1 Buninyong Street	1		12	2,3	2
31	12	Fourth	31	1 Buninyong Street	1		12	2,3	2
32	12	Fourth	32	1 Buninyong Street	1		12	2,3	2
33	12	Fourth	33	1 Buninyong Street	1		12	2,3,4	2
34	12	Fourth	34	1 Buninyong Street	1		12	2,3,4	2
35	14	Fifth	35	1 Buninyong Street	1		14	2,3	2
36	14	Fifth	36	1 Buninyong Street	1		14	2,3	2
37	14	Fifth	37	1 Buninyong Street	1		14	2,3	2
38	14	Fifth	38	1 Buninyong Street	1		14	2,3	2

39	14	Fifth	39	1 Buninyong Street	1		14	2,3	2	3
40	14	Fifth	40	1 Buninyong Street	1		14	2,3,4	2	4
41	14	Fifth	41	1 Buninyong Street	1		14	2,3,4	2	4
42	7	First	42	3 Buninyong Street	1		7	2,3	3	3
43	7	First	43	3 Buninyong Street	1		7	2,3,4	2	4
44	7	First	44	3 Buninyong Street	1		7	2,3	3	3
45	7	First	45	3 Buninyong Street	1		7	2,3	2	3
46	7	First	46	3 Buninyong Street	1		7	2,3	3	3
47	7	First	47	3 Buninyong Street	1		7	2,3	3	3
48	7	First	48	3 Buninyong Street	1		7	2,3	3	3
49	9	Second	49	3 Buninyong Street	1		9	2,3	3	3
50	9	Second	50	3 Buninyong Street	1		9	2,3,4	2	4
51	9	Second	51	3 Buninyong Street	1		9	2,3	3	3
52	9	Second	52	3 Buninyong Street	1		9	2,3	2	3
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54	9	Second	54	3 Buninyong Street	1		9	2,3	3	3
55	9	Second	55	3 Buninyong Street	1		9	2,3	3	3
56	11	Third	56	3 Buninyong Street	1		11	2,3,4	2	4
57	11	Third	57	3 Buninyong Street	1		11	2,3,4	2	4
58	11	Third	58	3 Buninyong Street	1		11	2,3	3	3
59	11	Third	59	3 Buninyong Street	1		11	2,3	3	3
60	11	Third	60	3 Buninyong Street	1		11	2,3	2	3
61	11	Third	61	3 Buninyong Street	1		11	2,3	2	3
62	11	Third	62	3 Buninyong Street	1		11	2,3	2	3
63	13	Fourth	63	3 Buninyong Street	1		13	2,3,4	2	4
64	13	Fourth	64	3 Buninyong Street	1		13	2,3,4	3	4
65	13	Fourth	65	3 Buninyong Street	1		13	2,3	3	3
66	13	Fourth	66	3 Buninyong Street	1		13	2,3	2	3
67	13	Fourth	67	3 Buninyong Street	1		13	2,3	3	3
68	13	Fourth	68	3 Buninyong Street	1		13	2,3	3	3
69	13	Fourth	69	3 Buninyong Street	1		13	2,3	2	3
70	15	Fifth	70	3 Buninyong Street	1		15	2,3,4	3	4
71	15	Fifth	71	3 Buninyong Street	1		15	2,3,4	3	4
72	15	Fifth	72	3 Buninyong Street	1		15	2,3	3	3
73	15	Fifth	73	3 Buninyong Street	1		15	2,3	3	3
74	15	Fifth	74	3 Buninyong Street	1		15	2,3	3	3
75	15	Fifth	75	3 Buninyong Street	1		15	2,3	2	3
76	15	Fifth	76	3 Buninyong Street	1		15	2,3	2	3
77	5	Ground	77	3 Buninyong Street	1		5	2 TO 14	3	14

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Access Canberra



Sheet No 17 of 39 sheets

SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Watson	122	1	16480

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	108	3	3022	950
2	119	3	3022	951
3	121	3	3022	952
4	116	3	3022	953
5	165	4	3022	954
6	154	4	3022	955
7	105	3	3022	956
8	105	3	3022	957
9	114	3	3022	958
10	114	3	3022	959
11	109	3	3022	960
12	158	4	3022	961
13	148	4	3022	962
14	106	3	3022	963
15	106	3	3022	964
16	115	3	3022	965
17	115	3	3022	966
18	110	3	3022	967
19	159	4	3022	968
20	144	3	3022	969
21	106	3	3022	970
22	106	3	3022	971
23	116	3	3022	972
24	116	3	3022	973
25	111	3	3022	974

Aggregate

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

Volume**Folio**

3022

949

VALUER'S CERTIFICATION¹⁵⁰

I James Brennan of Opteon (ACT)
 Being a certified practising member of the Australian property
 Institute, certify the value of unit entitlements for the parcel in
 accordance with S2E(1)(b) of the *Unit Title Regulation 2001*.

Signature

Date 25th October 2024

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Watson	122	1	16480

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	160	4	3022	975
27	150	4	3022	976
28	107	3	3022	977
29	107	3	3022	978
30	116	3	3022	979
31	116	3	3022	980
32	111	3	3022	981
33	162	4	3022	982
34	152	4	3022	983
35	108	3	3022	984
36	108	3	3022	985
37	117	3	3022	986
38	117	3	3022	987
39	112	3	3022	988
40	163	4	3022	989
41	153	4	3022	990
42	142	3	3022	991
43	155	4	3022	992
44	112	3	3022	993
45	114	3	3022	994
46	114	3	3022	995
47	105	3	3022	996
48	103	3	3022	997
49	143	3	3022	998
50	157	4	3022	999

Aggregate

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

Volume	Folio
3022	949

VALUER'S CERTIFICATION

I James Brennan of Opteon (ACT) Being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the *Unit Title Regulation 2001*.

Signature

Date 25th October 2024

Leanne Taunton
 Deputy Registrar-General

.....
 Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Watson	122	1	16480

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	113	3	3023	1
52	115	3	3023	2
53	115	3	3023	3
54	106	3	3023	4
55	103	3	3023	5
56	149	4	3023	6
57	158	4	3023	7
58	113	3	3023	8
59	116	3	3023	9
60	116	3	3023	10
61	106	3	3023	11
62	104	3	3023	12
63	150	4	3023	13
64	159	4	3023	14
65	114	3	3023	15
66	116	3	3023	16
67	116	3	3023	17
68	107	3	3023	18
69	104	3	3023	19
70	152	4	3023	20
71	160	4	3023	21
72	114	3	3023	22
73	117	3	3023	23
74	117	3	3023	24
75	108	3	3023	25

Aggregate

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

Volume**Folio**

3022

949

VALUER'S CERTIFICATION

I James Brennan of Opteon (ACT) Being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the *Unit Title Regulation 2001*.

Signature

Date 25th October 2024

Leanne Taunton
Deputy Registrar-General



.....
Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Watson	122	1	16480

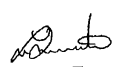
COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	105	3	3023	26
77	597	14	3023	27
Aggregate	10000	261	The Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Title for the common property is:	


VALUER'S CERTIFICATION

of
I James Brennan of Opteon (ACT)
Being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the *Unit Title Regulation 2001*.

Signature  Date 25th October 2024

Volume	Folio
3022	949


Leanne Taunton
Deputy Registrar-General


.....
Deputy Registrar-General

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 16480

Block 1 Section 122 Division of WATSON

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 fourteenth day of March Two thousand one hundred and twenty two. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 77 inclusive covenants with the Territory Planning Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning Act 2023</u> and the <u>Unit Titles Act 2001</u> ; |

- | | |
|-------------------------------------|--|
| PURPOSE | <p>(c) To use Units 1 - 77 for one or more of the following purposes:</p> <ul style="list-style-type: none"> (i) commercial accommodation use LIMITED TO serviced apartments; (ii) craft workshop; (iii) community use LIMITED TO child care centre, community activity centre, cultural facility, educational establishment, health facility, place of worship and religious associated use; (iv) indoor entertainment facility; (v) indoor recreation facility; (vi) public agency; (vii) residential use; (viii) restaurant; and (ix) shop |
| UNIT
SUBSIDIARY | <p>(d) Not to use any unit subsidiary to that unit as a habitation;</p> |
| RIGHTS FOR
ACCESS TO
BLOCK 4 | <p>(e) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 4 Section 122 Division of Watson, shown on the lease plan attached and described as 'A1' 'proposed pedestrian access easement 9 wide' without vehicles and 'A5' 'proposed access easement variable width' with or without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;</p> |
| RIGHTS FOR
ACCESS TO
BLOCK 8 | <p>(f) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 8 Section 122 Division of Watson, with or without vehicles, on that part of the parcel of land shown by forward hatching and described as "Narrogin Lane" on the Lease Plan attached;</p> |
| PEDESTRIAN
ACCESS TO
BLOCK 17 | <p>(g) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 17 Section 122 Division of Watson, shown on the deposited plan described as 'A1' 'proposed pedestrian access easement 3.6 wide' without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;</p> |

- | | | |
|---|-----|--|
| RIGHTS FOR ACCESS TO BLOCK 18 | (h) | That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 18 Section 122 Division of Watson, with or without vehicles of any description on that part of the parcel of land described as 'A' 'proposed access easement variable width' for all purposes connected with the use and enjoyment of the said parcel of land; |
| RIGHTS FOR ACCESS TO BLOCK 19 | (i) | That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 19 Section 122 Division of Watson, with or without vehicles of any description for all purposes connected with the use and enjoyment of the said parcel of land; |
| FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY | (j) | That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority; |
| SERVICE AREAS | (k) | That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view; |
| BUILDING SUBJECT TO APPROVAL | (l) | That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit; |
| REPAIR | (m) | That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ; |
| FAILURE TO REPAIR | (n) | If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement |

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

RIGHT OF INSPECTION

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

RATES AND CHARGES

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

PRESERVATION OF TREES

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

(i) that has been identified in a development approval for retention during the period allowed for construction of the building;

(ii) to which the Urban Forest Act 2023, applies;

MINERALS AND WATER

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

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

QUIET ENJOYMENT

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

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

TERMINATION

(a) That if:

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

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

- | | | |
|--------------------|-----|---|
| ACCEPTANCE OF RENT | (b) | That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a); |
| FURTHER LEASE | (c) | That any extension of terms for all the leases shall be in accordance with the provisions of the <u>Planning Act 2023</u> ; |
| NOTICES | (d) | That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; |
| EXERCISE OF POWERS | (e) | Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by: <ul style="list-style-type: none"> (i) the Authority; |

- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

6. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Territory Planning Authority established by section 16 of the Planning Act 2023;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “bulk goods retailing” means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - a) a large area for handling, storage or display; and/or
 - b) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (d) “caretaker’s residence” means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (e) “child care centre” means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (f) “commercial accommodation unit” means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants

of the premises but, which is also available for use by non occupant members of the public;

- (g) “commercial accommodation use” means commercial accommodation unit, guest house, hotel, motel, serviced apartment, tourist resort. It does not include a caravan park/camping ground or a group or organised camp.
- (h) “community use” means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, religious associated use;
- (i) “community activity centre” means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (j) “craft workshop” means the use of the parcel of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (k) “cultural facility” means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (l) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;
- (m) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (n) “dwelling” has the same meaning as in the Planning (General) Regulation 2023;
- (o) “educational establishment” means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, any may include associated residential accommodation;

- (p) “health facility” means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to outpatients only;
- (q) “indoor entertaining facility” means the use of the parcel of land for entertainment where such use is primarily indoors;
- (r) “indoor recreation facility” means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (s) “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;
- (t) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (u) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (v) “place of worship” means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (w) “premises” means the parcel of land and any building or other improvements on the parcel of land;

- (x) “public agency” means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (y) “religious associated use” means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religious;
- (z) “residential care accommodation” means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (aa) “residential use” means caretaker’s residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing, supportive housing;
- (bb) “restaurant” means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (cc) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (dd) “retirement village” means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (ee) “retirement village scheme”, for a retirement village, means a scheme under which a person may –
 - a) enter into a residence contract with the scheme operator for the retirement village; and
 - b) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and

- c) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (ff) “secondary residence” means a second dwelling on a block;
- (gg) “serviced apartment” means an apartment that is used as a commercial accommodation unit;
- (hh) “shop” means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services. It includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket, takeaway food shop;
- (ii) “single dwelling housing” means the use of the parcel of land for residential purposes for a single dwelling only;
- (jj) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (kk) “supportive housing” means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation.
- (ll) “takeaway food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (mm) “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);

- (nn) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (oo) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (pp) words in the singular include the plural and vice versa;
- (qq) words importing one gender include the other genders;
- (rr) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this..... Ninth day of December 2024.

Karen Walker

Karen Walker
a delegate of the Territory Planning
Authority in exercising its functions

LESSEE: HTI WATSON PTY LIMITED ACN 611 569 138



**Jonathan Tanchevski
Director**



**Adam Laird Howarth
Director**

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 16480

Block 1 Section 122 Division of WATSON

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 fourteenth day of March Two thousand one hundred and twenty two.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 16480 ("the Owners Corporation") covenants with Territory Planning Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings carparking landscaping and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;

- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair 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 affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 4 Section 122 Division of Watson, shown on the lease plan attached and described as 'A1" proposed pedestrian access easement 9 wide' without vehicles and 'A5' 'proposed access easement variable width' with or without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;
- (h) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 8 Section 122 Division of Watson, with or without vehicles, on that part of the parcel of land shown by forward hatching and described as "Narrogin Lane" on the Lease Plan attached;
- (i) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 17 Section 122 Division of Watson, shown on the deposited plan described as 'A1' 'proposed pedestrian access easement 3.6 wide' without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;
- (j) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as

Block 18 Section 122 Division of Watson, with or without vehicles of any description on that part of the parcel of land described as 'A' 'proposed access easement variable width' for all purposes connected with the use and enjoyment of the said parcel of land;

- (k) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 19 Section 122 Division of Watson, with or without vehicles of any description for all purposes connected with the use and enjoyment of the said parcel of land;
- (l) That the Owners Corporation will at all times permit the lessees of Block 12 and Block 17 Section 122 Division of Watson, their employees, contractors, sublessees or occupiers, and visitors and invitees to access that part of the parcel of land shown on the easement plan attached described as 'A3' 'Proposed access easement 3.45 wide proposed easement limited in height to RL 607.40 for the purposes of storage and collection of waste;
- (m) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (n) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (o) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (p) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (q) 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;

- (r) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Urban Forest Act 2023, applies;
 - (s) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning Act 2023;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.
5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Territory Planning Authority established by section 16 of the Planning Act 2023;
 - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;


- (c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 16480 ';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....Ninth..... day of.....December.....2024.

Karen Walker

a delegate of the Territory Planning Authority in exercising its functions

LESSEE: **HTI WATSON PTY LIMITED ACN 611 569 138**

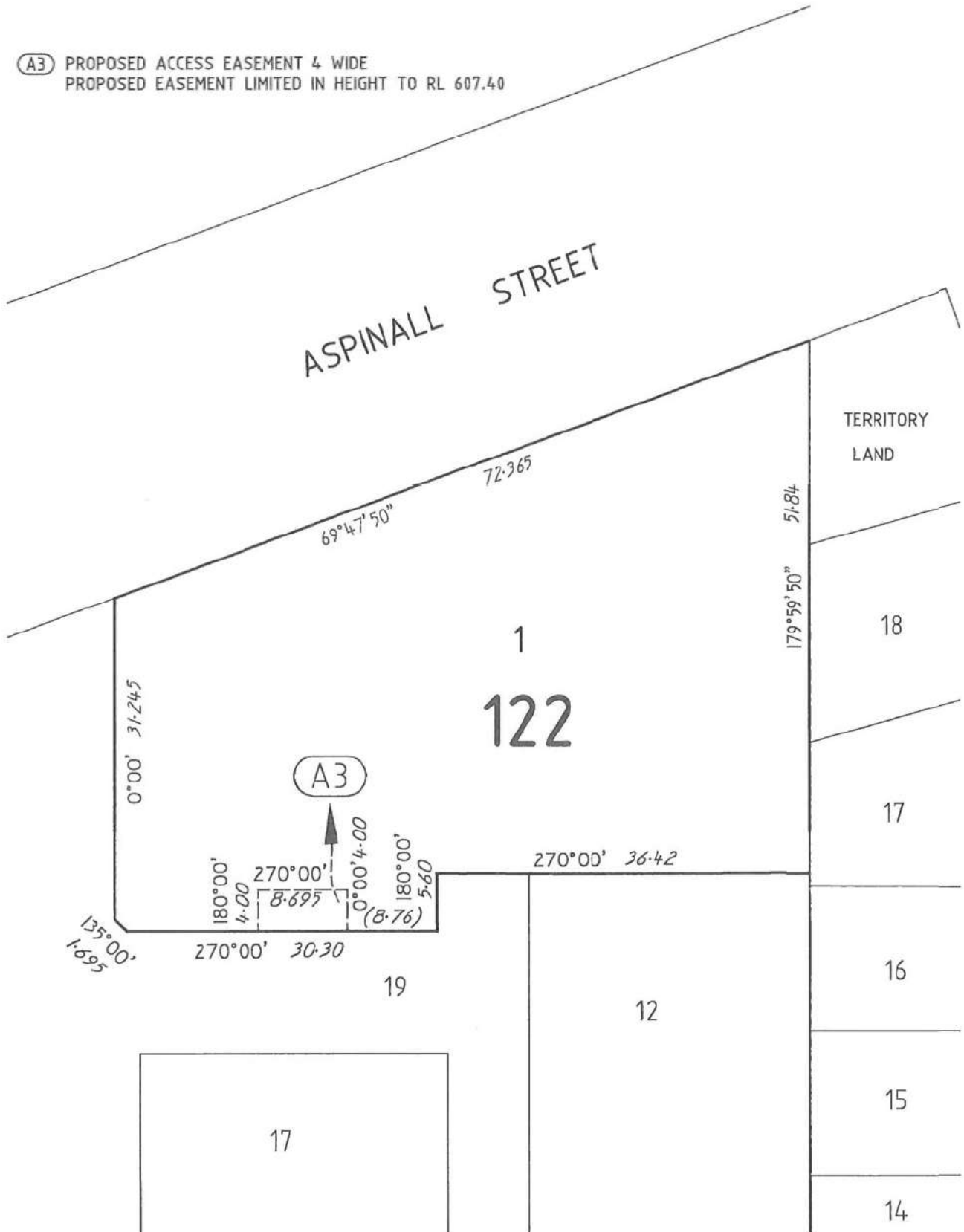


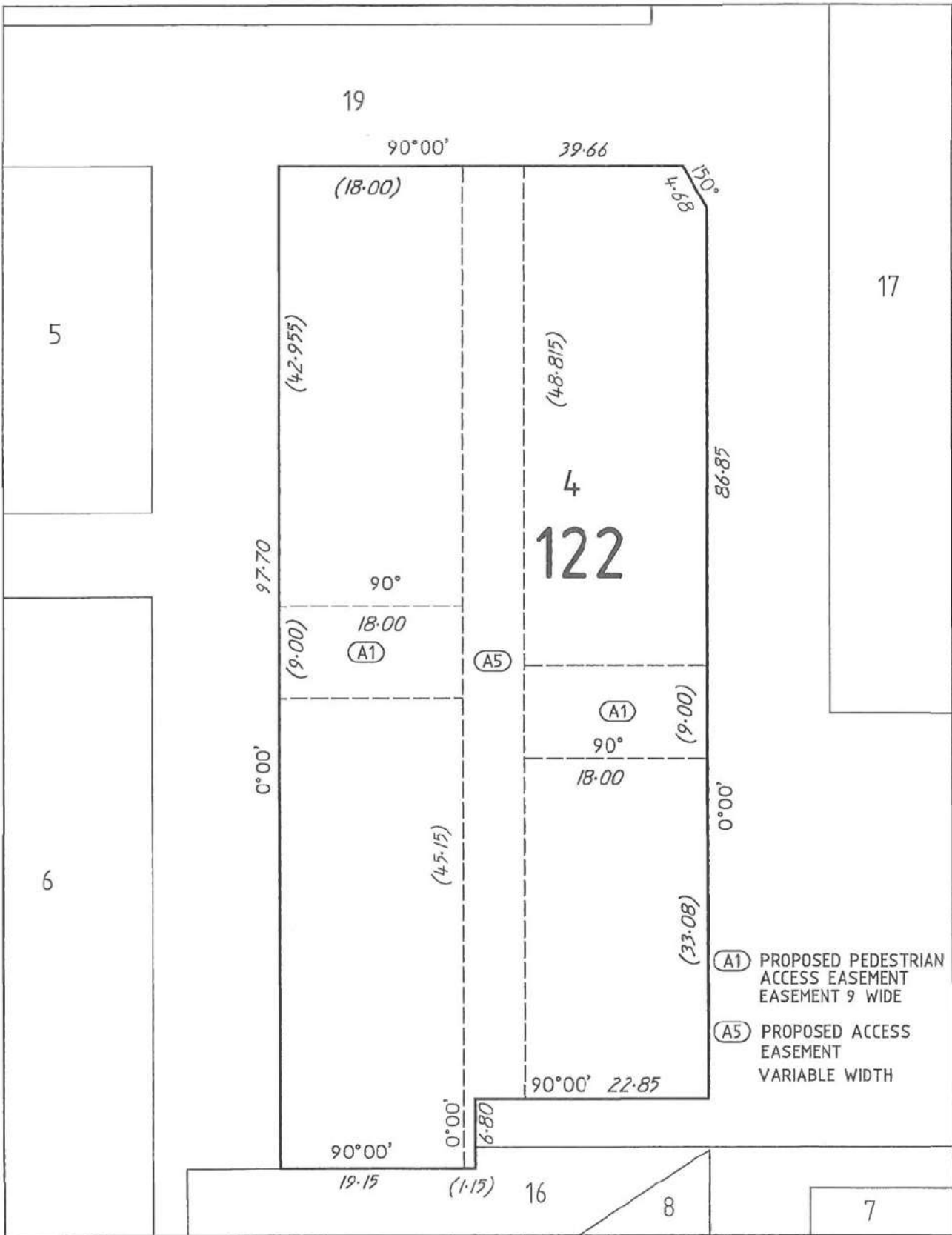
Jonathan Tanchevski
Director



Adam Laird Howarth
Director

(A3) PROPOSED ACCESS EASEMENT 4 WIDE
PROPOSED EASEMENT LIMITED IN HEIGHT TO RL 607.40





LEGEND

- A 
- B 



Scale 1 : 750

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Watson Section 122 Block 1 on Deposited Plan 11671 with 77 units on Unit Plan 16480

Part of Community Title Scheme 36

Lease commenced on 13/12/2024, terminating on 14/03/2122

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 16,480

LJ Hooker Strata, 1st Floor, 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

Easements

Subject To Easement Created By TGE 3356170

Registered Date	Dealing Number	Description
10/07/2025	3393359	Application to Note Special Resolution - Refer Instrument
12/03/2026	3439453	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201018608	Development Application	17/08/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	29/09/2010

Description

NONR-NEW BUILDING-PUMP ROOM. Proposal is for the erection of a new pump room close to Aspinall Street. It will

be used for fire services for the television station.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201630707	Development Application	13/12/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	31/10/2017

Description

PROPOSAL FOR MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - LEASE VARIATION - demolition of existing building, construction of residential units, childcare centre, retail, community facilities, landscaping and associated works. Lease variation - please see application form.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202138745	Development Application	18/06/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	18/10/2021

Description

LEASE VARIATION - Consolidation of blocks 13, 14 and 15 and creation of service and waste easements. Realignment of the waste easement in block 1. Realignment of the Access easement within block 2. Realignment of the boundary between block 3 and 15 and creation of a public access easement. Realignment of the boundary between block 4 and 15. Subdivision of the Crown lease to create separate leases over the individual blocks. Signage on block 16.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202037637	Development Application	15/09/2020	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	02/10/2020

Description

LEASE VARIATION - To vary the leases of blocks 1 - 15 by relocating the easement for access through block 8.

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

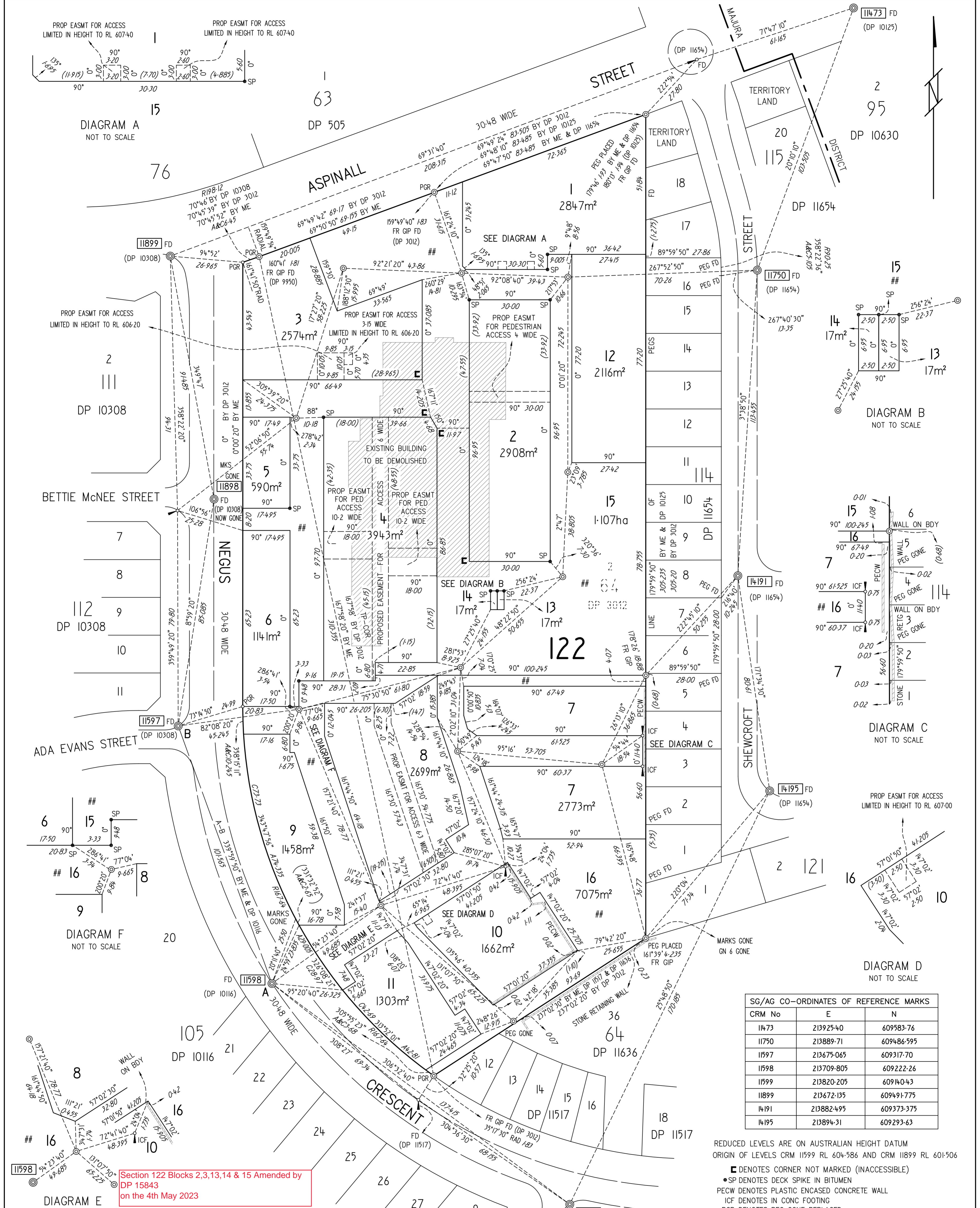
Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202342385	Development Application	11/12/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/02/2024



Product	Title Details
Date/Time	26/03/2026 02:17PM
Customer Reference	20260395
Order ID	20260326001267
Cost	\$35.00

Description

PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - proposed extension to the existing childcare, alterations to internal amenities and staff areas, outdoor landscaping and associated works.



SG/AG CO-ORDINATES OF REFERENCE MARKS	CRM No	E	N
	11473	213925.40	609583.76
	11750	213889.71	609486.595
	11597	213675.065	609317.70
	11598	213709.805	609222.26
	11599	213820.205	609440.43
	11899	213672.135	609491.775
	14191	213882.495	609373.375
	14195	213894.31	609293.63

REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM
 ORIGIN OF LEVELS CRM 11599 RL 604.586 AND CRM 11899 RL 601.506

- DENOTES CORNER NOT MARKED (INACCESSIBLE)
- SP DENOTES DECK SPIKE IN BITUMEN
- PECW DENOTES PLASTIC ENCASED CONCRETE WALL
- ICF DENOTES IN CONC FOOTING
- PGR DENOTES PEG GONE REPLACED

Section 122 Blocks 2,3,13,14 & 15 Amended by DP 15843 on the 4th May 2023

- REFERENCE MARKS**
- ⊙ Denotes GIP
 - ⊙ Denotes PLAQUE IN KERB
 - ⊙ Denotes DH&W IN KERB (Except as otherwise shown)

NOTE

All Easements are 2.5 metres wide (Except as otherwise shown)

Field Books:
 Surveyor's Ref : 16060

DENOTES PROP EASMT FOR ACCESS VAR WIDTH
 PED DENOTES PEDESTRIAN

I, WILLIAM ROBERT CAMPBELL of VERIS AUSTRALIA Pty Limited CANBERRA a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 24 MAY 2019

(Signature) *W.R. Campbell* 24 MAY 2019
 Surveyor registered under the Surveyors Act 2007.

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

24/5/19 for the Surveyor-General of the ACT

PLAN OF
BLOCKS 1 TO 16 SECTION 122
BEING A SUBDIVISION OF BLOCK 2 SECTION 64
DIVISION: WATSON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:750

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory at 9:22 am, 26/06/2019

Approved
David Snowden
 Registrar-General

Registrar of Titles

DEPOSITED PLAN
11671
 AMENDS DP 3012



Community Title Scheme – Management Statement

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

Community Title Scheme

36
—

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

099 - CTP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
3017:91	Watson	122	1	-	12	119
3017:95	Watson	122	12	-	11	78
3017:97	Watson	122	18	-	13	122
3017:509	Watson	122	4	1	9	-
3017:510	Watson	122	4	2	9	-
3017:511	Watson	122	4	3	9	-
3017:512	Watson	122	4	4	9	-
3017:513	Watson	122	4	5	9	-
3017:514	Watson	122	4	6	9	-
3017:515	Watson	122	4	7	9	-
3017:516	Watson	122	4	8	9	-
3017:517	Watson	122	4	9	9	-
3017:518	Watson	122	4	10	9	-
3017:519	Watson	122	4	11	9	-
3017:520	Watson	122	4	12	9	-
3017:521	Watson	122	4	13	9	-
3017:522	Watson	122	4	14	9	-
3017:523	Watson	122	4	15	9	-
3017:524	Watson	122	4	16	9	-
3017:525	Watson	122	4	17	9	-
3017:526	Watson	122	4	18	9	-
3017:527	Watson	122	4	19	9	-
3017:528	Watson	122	4	20	9	-

3017:529	Watson	122	4	21	9	-
3017:530	Watson	122	4	22	9	-
3017:531	Watson	122	4	23	9	-
3017:532	Watson	122	4	24	9	-
3017:533	Watson	122	4	25	9	-
3017:534	Watson	122	4	26	9	-
3017:535	Watson	122	4	27	9	-
3017:536	Watson	122	4	28	9	-
3017:537	Watson	122	4	29	9	-
3017:538	Watson	122	4	30	9	-
3017:508	Watson	122	4	CP	9	121
3017:424	Watson	122	5	1	8	-
3017:425	Watson	122	5	2	8	-
3017:426	Watson	122	5	3	8	-
3017:427	Watson	122	5	4	8	-
3017:428	Watson	122	5	5	8	-
3017:429	Watson	122	5	6	8	-
3017:423	Watson	122	5	CP	8	33
3017:431	Watson	122	6	1	7	-
3017:432	Watson	122	6	2	7	-
3017:433	Watson	122	6	3	7	-
3017:434	Watson	122	6	4	7	-
3017:435	Watson	122	6	5	7	-
3017:436	Watson	122	6	6	7	-
3017:437	Watson	122	6	7	7	-
3017:438	Watson	122	6	8	7	-
3017:439	Watson	122	6	9	7	-
3017:440	Watson	122	6	10	7	-
3017:441	Watson	122	6	11	7	-
3017:442	Watson	122	6	12	7	-
3017:430	Watson	122	6	CP	7	61
3014:195	Watson	122	7	1	5	-

3014:196	Watson	122	7	2	5	-
3014:197	Watson	122	7	3	5	-
3014:198	Watson	122	7	4	5	-
3014:199	Watson	122	7	5	5	-
3014:200	Watson	122	7	6	5	-
3014:201	Watson	122	7	7	5	-
3014:202	Watson	122	7	8	5	-
3014:203	Watson	122	7	9	5	-
3014:204	Watson	122	7	10	5	-
3014:205	Watson	122	7	11	5	-
3014:206	Watson	122	7	12	5	-
3014:207	Watson	122	7	13	5	-
3014:208	Watson	122	7	14	5	-
3014:209	Watson	122	7	15	5	-
3014:210	Watson	122	7	16	5	-
3014:211	Watson	122	7	17	5	-
3014:212	Watson	122	7	18	5	-
3014:213	Watson	122	7	19	5	-
3014:214	Watson	122	7	20	5	-
3014:215	Watson	122	7	21	5	-
3014:216	Watson	122	7	22	5	-
3014:217	Watson	122	7	23	5	-
3014:218	Watson	122	7	24	5	-
3014:219	Watson	122	7	25	5	-
3014:220	Watson	122	7	26	5	-
3014:221	Watson	122	7	27	5	-
3014:222	Watson	122	7	28	5	-
3014:223	Watson	122	7	29	5	-
3014:224	Watson	122	7	30	5	-
3014:225	Watson	122	7	31	5	-
3014:226	Watson	122	7	32	5	-
3014:227	Watson	122	7	33	5	-

3014:228	Watson	122	7	34	5	-
3014:229	Watson	122	7	35	5	-
3014:230	Watson	122	7	36	5	-
3014:231	Watson	122	7	37	5	-
3014:232	Watson	122	7	38	5	-
3014:233	Watson	122	7	39	5	-
3014:234	Watson	122	7	40	5	-
3014:235	Watson	122	7	41	5	-
3014:236	Watson	122	7	42	5	-
3014:194	Watson	122	7	CP	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-
3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-
3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-
3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87
3003:104	Watson	122	9	1	1	-

3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
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3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-
3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-
3008:171	Watson	122	10	14	4	-
3008:157	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-
3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-
3003:121	Watson	122	11	5	3	-

3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
3017:540	Watson	122	17	1	10	-
3017:541	Watson	122	17	2	10	-
3017:542	Watson	122	17	3	10	-
3017:543	Watson	122	17	4	10	-
3017:544	Watson	122	17	5	10	-
3017:545	Watson	122	17	6	10	-
3017:546	Watson	122	17	7	10	-
3017:547	Watson	122	17	8	10	-
3017:548	Watson	122	17	9	10	-
3017:549	Watson	122	17	10	10	-
3017:550	Watson	122	17	11	10	-
3017:551	Watson	122	17	12	10	-
3017:552	Watson	122	17	13	10	-
3017:553	Watson	122	17	14	10	-
3017:554	Watson	122	17	15	10	-
3017:555	Watson	122	17	16	10	-
3017:556	Watson	122	17	17	10	-
3017:557	Watson	122	17	18	10	-
3017:558	Watson	122	17	19	10	-
3017:559	Watson	122	17	20	10	-
3017:560	Watson	122	17	21	10	-
3017:561	Watson	122	17	22	10	-
3017:539	Watson	122	17	CP	10	98
Lot Entitlement Total						1,000

CERTIFICATION *Delete the inapplicable

Developer

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

Signed By:

Edward Campbell
Australian Legal Practitioner

for: MinterEllison

on behalf of the Developer

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION

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

Signed By:

Aaron Oshyer

Delegate of Authority

Position Number: 53768

for: ACT Planning and Land Authority

Mark Towart
Witnessed By (signature):

Mark Towart
Full name of Witness:

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No ..36..... was registered

Dated 14th this day of July 20 23

David Pryce
Registrar-General



Signature of Registrar-General

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2412:39	Watson	122	16	6
3017:101	Watson	122	19	14

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
3017:91	Watson	122	1	-	12	119
3017:95	Watson	122	12	-	11	78
3017:96	Watson	122	17	-	10	98
3017:97	Watson	122	18	-	13	122
3017:509	Watson	122	4	1	9	
3017:510	Watson	122	4	2	9	
3017:511	Watson	122	4	3	9	
3017:512	Watson	122	4	4	9	
3017:513	Watson	122	4	5	9	
3017:514	Watson	122	4	6	9	
3017:515	Watson	122	4	7	9	
3017:516	Watson	122	4	8	9	
3017:517	Watson	122	4	9	9	
3017:518	Watson	122	4	10	9	
3017:519	Watson	122	4	11	9	
3017:520	Watson	122	4	12	9	
3017:521	Watson	122	4	13	9	
3017:522	Watson	122	4	14	9	
3017:523	Watson	122	4	15	9	
3017:524	Watson	122	4	16	9	
3017:525	Watson	122	4	17	9	
3017:526	Watson	122	4	18	9	
3017:527	Watson	122	4	19	9	

3017:528	Watson	122	4	20	9	
3017:529	Watson	122	4	21	9	
3017:530	Watson	122	4	22	9	
3017:531	Watson	122	4	23	9	
3017:532	Watson	122	4	24	9	
3017:533	Watson	122	4	25	9	
3017:534	Watson	122	4	26	9	
3017:535	Watson	122	4	27	9	
3017:536	Watson	122	4	28	9	
3017:537	Watson	122	4	29	9	
3017:538	Watson	122	4	30	9	
3017:508	Watson	122	4	CP	9	121
3017:424	Watson	122	5	1	8	
3017:425	Watson	122	5	2	8	
3017:426	Watson	122	5	3	8	
3017:427	Watson	122	5	4	8	
3017:428	Watson	122	5	5	8	
3017:429	Watson	122	5	6	8	
3017:423	Watson	122	5	CP	8	33
3017:431	Watson	122	6	1	7	
3017:432	Watson	122	6	2	7	
3017:433	Watson	122	6	3	7	
3017:434	Watson	122	6	4	7	
3017:435	Watson	122	6	5	7	
3017:436	Watson	122	6	6	7	
3017:437	Watson	122	6	7	7	
3017:438	Watson	122	6	8	7	
3017:439	Watson	122	6	9	7	
3017:440	Watson	122	6	10	7	
3017:441	Watson	122	6	11	7	
3017:442	Watson	122	6	12	7	
3017:430	Watson	122	6	CP	7	61

3014:195	Watson	122	7	1	5	-
3014:196	Watson	122	7	2	5	-
3014:197	Watson	122	7	3	5	-
3014:198	Watson	122	7	4	5	-
3014:199	Watson	122	7	5	5	-
3014:200	Watson	122	7	6	5	-
3014:201	Watson	122	7	7	5	-
3014:202	Watson	122	7	8	5	-
3014:203	Watson	122	7	9	5	-
3014:204	Watson	122	7	10	5	-
3014:205	Watson	122	7	11	5	-
3014:206	Watson	122	7	12	5	-
3014:207	Watson	122	7	13	5	-
3014:208	Watson	122	7	14	5	-
3014:209	Watson	122	7	15	5	-
3014:210	Watson	122	7	16	5	-
3014:211	Watson	122	7	17	5	-
3014:212	Watson	122	7	18	5	-
3014:213	Watson	122	7	19	5	-
3014:214	Watson	122	7	20	5	-
3014:215	Watson	122	7	21	5	-
3014:216	Watson	122	7	22	5	-
3014:217	Watson	122	7	23	5	-
3014:218	Watson	122	7	24	5	-
3014:219	Watson	122	7	25	5	-
3014:220	Watson	122	7	26	5	-
3014:221	Watson	122	7	27	5	-
3014:222	Watson	122	7	28	5	-
3014:223	Watson	122	7	29	5	-
3014:224	Watson	122	7	30	5	-
3014:225	Watson	122	7	31	5	-
3014:226	Watson	122	7	32	5	-

3014:227	Watson	122	7	33	5	-
3014:228	Watson	122	7	34	5	-
3014:229	Watson	122	7	35	5	-
3014:230	Watson	122	7	36	5	-
3014:231	Watson	122	7	37	5	-
3014:232	Watson	122	7	38	5	-
3014:233	Watson	122	7	39	5	-
3014:234	Watson	122	7	40	5	-
3014:235	Watson	122	7	41	5	-
3014:236	Watson	122	7	42	5	-
3014:194	Watson	122	7	CP	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-
3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-
3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-
3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87

3003:104	Watson	122	9	1	1	-
3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
3003:113	Watson	122	9	10	1	-
3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-
3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-
3008:171	Watson	122	10	14	4	-
3008:157	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-
3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-

3003:121	Watson	122	11	5	3	-
3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
Lot Entitlement Total						1,000

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2412:39	Watson	122	16	6
3017:101	Watson	122	19	14

CERTIFICATION *Delete the inapplicable

Developer

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

Signed By:



Edward Campbell
Australian Legal Practitioner

for: MinterEllison

on behalf of the Developer

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION

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

Signed By:

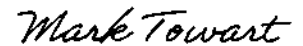


Aaron Oshyer

Delegate of Authority
Position Number: 53768

for: ACT Planning and Land Authority

Witnessed By (signature):



Full name of Witness: Mark Towart

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No 36..... was registered

Dated 14th this day of July 20 23



David Pryce
Registrar-General

Signature of Registrar-General





LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
3017:91	Watson	122	1	-	12	119
3017:92	Watson	122	4	-	9	121
3017:95	Watson	122	12	-	11	78
3017:96	Watson	122	17	-	10	98
3017:97	Watson	122	18	-	13	122
3017:424	Watson	122	5	1	8	
3017:425	Watson	122	5	2	8	
3017:426	Watson	122	5	3	8	
3017:427	Watson	122	5	4	8	
3017:428	Watson	122	5	5	8	
3017:429	Watson	122	5	6	8	
3017:423	Watson	122	5	CP	8	33
3017:431	Watson	122	6	1	7	
3017:432	Watson	122	6	2	7	
3017:433	Watson	122	6	3	7	
3017:434	Watson	122	6	4	7	
3017:435	Watson	122	6	5	7	
3017:436	Watson	122	6	6	7	
3017:437	Watson	122	6	7	7	
3017:438	Watson	122	6	8	7	
3017:439	Watson	122	6	9	7	
3017:440	Watson	122	6	10	7	
3017:441	Watson	122	6	11	7	

3017:442	Watson	122	6	12	7	
3017:430	Watson	122	6	CP	7	61
3014:195	Watson	122	7	1	5	-
3014:196	Watson	122	7	2	5	-
3014:197	Watson	122	7	3	5	-
3014:198	Watson	122	7	4	5	-
3014:199	Watson	122	7	5	5	-
3014:200	Watson	122	7	6	5	-
3014:201	Watson	122	7	7	5	-
3014:202	Watson	122	7	8	5	-
3014:203	Watson	122	7	9	5	-
3014:204	Watson	122	7	10	5	-
3014:205	Watson	122	7	11	5	-
3014:206	Watson	122	7	12	5	-
3014:207	Watson	122	7	13	5	-
3014:208	Watson	122	7	14	5	-
3014:209	Watson	122	7	15	5	-
3014:210	Watson	122	7	16	5	-
3014:211	Watson	122	7	17	5	-
3014:212	Watson	122	7	18	5	-
3014:213	Watson	122	7	19	5	-
3014:214	Watson	122	7	20	5	-
3014:215	Watson	122	7	21	5	-
3014:216	Watson	122	7	22	5	-
3014:217	Watson	122	7	23	5	-
3014:218	Watson	122	7	24	5	-
3014:219	Watson	122	7	25	5	-
3014:220	Watson	122	7	26	5	-
3014:221	Watson	122	7	27	5	-
3014:222	Watson	122	7	28	5	-
3014:223	Watson	122	7	29	5	-
3014:224	Watson	122	7	30	5	-

3014:225	Watson	122	7	31	5	-
3014:226	Watson	122	7	32	5	-
3014:227	Watson	122	7	33	5	-
3014:228	Watson	122	7	34	5	-
3014:229	Watson	122	7	35	5	-
3014:230	Watson	122	7	36	5	-
3014:231	Watson	122	7	37	5	-
3014:232	Watson	122	7	38	5	-
3014:233	Watson	122	7	39	5	-
3014:234	Watson	122	7	40	5	-
3014:235	Watson	122	7	41	5	-
3014:236	Watson	122	7	42	5	-
3014:194	Watson	122	7	CP	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-
3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-
3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-

3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87
3003:104	Watson	122	9	1	1	-
3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
3003:113	Watson	122	9	10	1	-
3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-
3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-
3008:171	Watson	122	10	14	4	-
3008:157	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-

3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-
3003:121	Watson	122	11	5	3	-
3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
Lot Entitlement Total						1,000

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2412:39	Watson	122	16	6
3017:101	Watson	122	19	14

CERTIFICATION *Delete the inapplicable

Developer

- *The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its administrator or attorney.
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Signed By:

Edward Campbell
Australian Legal Practitioner

for: MinterEllison

on behalf of the Developer

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION

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

Signed By:

Aaron Oshyer

Delegate of Authority

Position Number: 15382

Witnessed By (signature):

Lyn Tankey

Full name of Witness:

for: ACT Planning and Land Authority

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No 36..... was registered

Dated 20th this day of June 20 23

David Pryce
Registrar-General



Signature of Registrar-General



**COMMUNITY TITLE SCHEME
LOT ENTITLEMENT
SCHEDULE**

Form 062 - CTSE

Land Titles Act 1925

TITLE AND LAND DETAILS BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2412:43	Watson	122	15	-	14	-
2412:39	Watson	122	16	-	6	-

TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2412:43	Watson	122	1-6, 12, 13 & 14	-	7-13	632
2412:34	Watson	122	7	-	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-
3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-

3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-
3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87
3003:104	Watson	122	9	1	1	-
3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
3003:113	Watson	122	9	10	1	-
3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-
3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-

3008:171	Watson	122	10	14	4	-
3008:167	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-
3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-
3003:121	Watson	122	11	5	3	-
3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
Lot Entitlement Total						1,000

CERTIFICATION *Delete the Inapplicable

Developer

- *The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.
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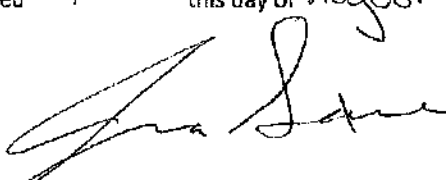

Signed By:



Edward Campbell
Solicitor

for: MinterEllison

on behalf of the Developer

PLANNING AND LAND AUTHORITY APPROVAL	REGISTRAR-GENERAL REGISTRATION
<p>The attached lot entitlement schedule was approved for registration</p> <p>Dated 4th this day of August 2021</p>  <p>IRMA SARE</p> <p>Full Name and Signature of the delegate of the ACT Planning and Land Authority.</p>	<p>The attached lot entitlement schedule for Community Title Scheme No 36 was registered</p> <p>Dated 12 this day of August 2021</p>  <p>Signature of Registrar-General</p>



**LOT ENTITLEMENT SCHEDULE FOR A
PROGRESSIVE DEVELOPMENT WITHIN
A COMMUNITY TITLE SCHEME**

Land Titles Act 1925

099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2412:43	Watson	122	1-6, 12, 13 & 14	-	7-13	632
3014:195	Watson	122	7	1	5	-
3014:196	Watson	122	7	2	5	-
3014:197	Watson	122	7	3	5	-
3014:198	Watson	122	7	4	5	-
3014:199	Watson	122	7	5	5	-
3014:200	Watson	122	7	6	5	-
3014:201	Watson	122	7	7	5	-
3014:202	Watson	122	7	8	5	-
3014:203	Watson	122	7	9	5	-
3014:204	Watson	122	7	10	5	-
3014:205	Watson	122	7	11	5	-
3014:206	Watson	122	7	12	5	-
3014:207	Watson	122	7	13	5	-
3014:208	Watson	122	7	14	5	-
3014:209	Watson	122	7	15	5	-
3014:210	Watson	122	7	16	5	-
3014:211	Watson	122	7	17	5	-
3014:212	Watson	122	7	18	5	-
3014:213	Watson	122	7	19	5	-

3014:214	Watson	122	7	20	5	-
3014:215	Watson	122	7	21	5	-
3014:216	Watson	122	7	22	5	-
3014:217	Watson	122	7	23	5	-
3014:218	Watson	122	7	24	5	-
3014:219	Watson	122	7	25	5	-
3014:220	Watson	122	7	26	5	-
3014:221	Watson	122	7	27	5	-
3014:222	Watson	122	7	28	5	-
3014:223	Watson	122	7	29	5	-
3014:224	Watson	122	7	30	5	-
3014:225	Watson	122	7	31	5	-
3014:226	Watson	122	7	32	5	-
3014:227	Watson	122	7	33	5	-
3014:228	Watson	122	7	34	5	-
3014:229	Watson	122	7	35	5	-
3014:230	Watson	122	7	36	5	-
3014:231	Watson	122	7	37	5	-
3014:232	Watson	122	7	38	5	-
3014:233	Watson	122	7	39	5	-
3014:234	Watson	122	7	40	5	-
3014:235	Watson	122	7	41	5	-
3014:236	Watson	122	7	42	5	-
3014:194	Watson	122	7	CP	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-

3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-
3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-
3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87
3003:104	Watson	122	9	1	1	-
3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
3003:113	Watson	122	9	10	1	-
3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-

3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-
3008:171	Watson	122	10	14	4	-
3008:157	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-
3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-
3003:121	Watson	122	11	5	3	-
3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
Lot Entitlement Total						1,000

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2412:43	Watson	122	15	14
2412:39	Watson	122	16	6

CERTIFICATION *Delete the inapplicable

Developer

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

Signed By:

Edward Campbell
Legal Practitioner

for: MinterEllison

on behalf of the Developer

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION

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

Signed By:

Delegate of Authority Aaron Oshyer
Position Number: 53768

for: ACT Planning and Land Authority

Mark Towart
Witnessed By (signature):

Mark Towart
Full name of Witness:

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No .36..... was registered

Dated 21st this day of September 20 22


David Pryce
Registrar-General

Signature of Registrar-General



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1. Introduction and background

1.1 Management Statement

- (a) The Developer is responsible for a staged mixed-use development on the Scheme Land as described in the Master Plan. The development of the Scheme Land involves:
 - (i) the establishment of the Scheme by subdividing the Scheme Land into separate Lots; and
 - (ii) subdivision of the Lots by registering a units plan on each residential Lot in accordance with the Unit Titles Act.
- (b) This Management Statement forms part of the Scheme. Its purpose is to provide a framework for the Body Corporate to manage the Scheme and to regulate the use, control, management and maintenance of the Common Property.
- (c) This Management Statement has effect as an agreement under seal binding:
 - (i) the Body Corporate of the Scheme formed in accordance with Part 8 of the Community Title Act upon registration of the Scheme;
 - (ii) any Owners Corporations formed in accordance with Part 2 of the Unit Titles Act as the owner of the common property in a Units Plan registered on the title of a block of land forming a Lot in the Scheme; and
 - (iii) any Occupier, Occupier or Member.

1.2 Compliance

The Community Title Act requires the Body Corporate, the Management Committee, all Owners, Occupiers and Members (including Owners Corporations) to comply with this Management Statement.

1.3 Definitions

In this Management Statement, these terms (in any form) mean:

Access Zone means any part of the Scheme Land designated as an access zone by the Developer from time to time.

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means the by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, any urban forecourt, playground equipment and artwork (if any).

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

Construction Zone means any part of the Scheme Land designated as a construction zone by the Developer from time to time prior to completion of the Development Activities.

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Designated Matters means:

- (a) matters relating to the performance of the Development Activities;
- (b) issues arising out of the management of the Scheme; and
- (c) matters relating to the application, variation or amendment of the Scheme, this Management Statement and the By-laws or rules of the Body Corporate.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057.

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation, augmentation, connection and temporary disconnection of Services and Community Facilities;
- (f) changing the location or details of Services and Community Facilities;
- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (i) other activities specified in clause 3.

Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the Scheme is established, including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision).

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law.

Land Owner means the Crown lessee of the Scheme Land as at the date the Developer lodges an application with the Planning and Land Authority to register the Scheme.

Law includes all statutes, regulations, by-laws, ordinances, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act, and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means this management statement prepared in accordance with section 7 of the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 14 of this Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act, which is set out at Attachment 3.

Member means an Owner including, as applicable, the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 11.2(b).

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession or who has the right to occupy or control a Lot or Unit.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the *Unit Titles (Management) Act 2011*.

Planning Act means the *Planning and Development Act 2007 (ACT)*.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and includes any documents that comprise the community title scheme.

Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units Plan.

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

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

1.4 Interpretation of Management Statement

In this Management Statement unless the contrary intention appears:

- (a) a reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;

- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses are included for the sake of convenience only and do not affect the interpretation of the clauses to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- (h) Alphabetic references used in contracts for the sale of Units in the Scheme Land are references to the corresponding Blocks in DP 11671 in the table below:

Contract reference Block #	Block # in Section 122 Watson	Stage # in Scheme	Scheme Land Lot #
A	1	2	12
B	2	2	10 (part)
C	3	2	13
D	4	2	9 (part)
E	5	2	8
F	6	2	7
G	7	1	5
H	8	1	8
J	9	1	1
K	10	1	4
L	11	1	3
M	12	2	11
- (Lot 10 waste enclosure)	13	2	10 (part)
- (Lot 9 waste enclosure)	14	2	9 (part)
O (Common Property Lot added to the Scheme as part of Stage 1)	16	1	6
O (Common Property Lot added to the Scheme as part of Stage 2)	15	2	14

2. Name and address of the Developer

The Community Title Act provides that the developer of a community title scheme is the person by or on whose behalf the scheme is, or is proposed to be, lodged for registration. The details of the developer of the Scheme, for the purpose of the Community Title Act are as follows:

Name of Developer: CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057

Address of Developer: C/- SPA Accounting, Level 6, 6 National Circuit Barton ACT 2600

Contact Person: Jonathan Tanchevski/Adam Howarth

The Developer is responsible for procuring the Land Owner's consent to the application for approval of the Scheme.

3. Description of the stages and sequencing of stages

3.1 Staged development

- (a) The development of the Scheme is a progressive development to be carried out in stages.
- (b) Details of the stages of the development of the Scheme are set out in the Master Plan and described below.

3.2 Stage 1 Development Activities

The Development Activities for Stage 1 of the development of the Scheme include but are not limited to:

- (a) the demolition of any existing structures on Lots 1 to 6 (**Stage 1 Lots**);
- (b) carrying out the development of Lots 1 to 6 in accordance with the Development Approval; and
- (c) construction of Community Facilities including roads and access points and landscaping on Lot 6.

3.3 Stage 2 Development Activities

The Development Activities for Stage 2 of the development of the Scheme include but are not limited to:

- (a) the addition of Lots 7 to 14 (**Stage 2 Lots**) to the Scheme;
- (b) the demolition of any existing structures on the Stage 2 Lots;
- (c) carrying out the development of Lots 7 to 13 in accordance with the Development Approval; and
- (d) construction of Community Facilities including roads and access points, waste management facilities and landscaping on Lot 14.

3.4 Completing stages

- (a) The stages may not be completed in sequential order and the Development Activities may overlap.
- (b) The Developer, or any third party engaged by the Developer, may do all things reasonably necessary to complete the staged development of the Scheme and carry out the Development Activities from the date of this Management Statement, including, without limitation, by:
 - (i) carrying out construction considered necessary by the Developer or the Land Owner to establish utility infrastructure and Services;
 - (ii) connecting to, relocating or otherwise altering existing utility infrastructure;

- (iii) interrupting Services for short periods of time;
- (iv) restricting access to parts of the Common Property for safety purposes as a result of construction activities;
- (v) using parts of the Common Property for storing construction materials and vehicles;
- (vi) accessing the Common Property for carrying out the Development Activities;
- (vii) carrying out excavation and general construction earthworks and related activities;
- (viii) constructing improvements generally;
- (ix) constructing Common Property; and
- (x) preparing and registering amendments to the Scheme generally in accordance with the Master Plan and this Management Statement as amended from time to time.

3.5 No objection to stages

The Members must not to object to the Developer carrying out the Development Activities or any aspect of the Development Approval as they relate to the completion of the Scheme in stages.

4. Plan of Construction Zones and Access Zones

A plan of the anticipated Constructions Zones and Access Zones for each stage of the development of the Scheme is set out in Attachment 3.

4.1 Construction Zones and Access Zones

- (a) During the development of the Scheme the Developer may restrict or prohibit access to parts of the Common Property designated by the Developer as Construction Zones in order to provide safety and amenity to Owners and Occupiers.
- (b) If the Developer designates a Construction Zone, the Developer must designate parts of the Common Property as Access Zones to enable Owners and Occupiers to travel through the Common Property safely outside the Construction Zones.
- (c) The Developer must ensure the Development Activities carried out in the Construction Zones are carried out in accordance with the Development Approval and any relevant Law.
- (d) Owners and Occupiers must not enter a Construction Zone.

4.2 Traffic management plan

- (a) During the development of the Scheme the Developer may prepare and adopt a pedestrian and/or vehicular traffic management plan concerning the use of the Common Property (Traffic Management Plan).
- (b) A Traffic Management Plan may impose rules about the use of Common Property or the Community Facilities and may include information relating to:
 - (i) access to, or use of, Common Property (including any restriction, reduction, prohibition or alteration of such access or use);
 - (ii) safety measures such as the imposition of speed limits in the Common Property;
 - (iii) fire hazards to persons and property;
 - (iv) personal or vehicular accidents;

- (v) transporting, loading and unloading of goods, furniture, equipment and construction materials within the Common Property; and
 - (vi) cleaning of oil and grease marks.
- (c) Each Member must:
- (i) display any Traffic Management Plan provided by the Developer in a prominent position on the Lot owned by the Member;
 - (ii) observe the Traffic Management Plan; and
 - (iii) ensure that any Occupier of a Lot observes the Traffic Management Plan.

4.3 Arrangements during the development of the Scheme

During the development of the Scheme, the Developer may without the prior consent of the Management Committee restrict access to part of the Common Property in accordance with clauses 4.1 and 4.2 of this Management Statement provided the restriction of access does not prevent Occupiers of a Lot from accessing the Lot.

5. Scheduling of staged development of Scheme

- (a) The anticipated program for the development of the Scheme is as follows.

Stage in development of Scheme Land	Times for starting and finishing stages in development of Scheme Land
1	Stage 1 has started as at the date of this Management Statement and is expected to be finished by 30 June 2022. The development of Lots 1 to 3 has finished as at the date of this Management Statement. The development of the Common Facilities in Lot 6 immediately adjacent to Lots 1 to 3 (being access roads) has finished as at the date of this Management Statement.
2	Stage 2 is proposed to start on 1 July 2020 and finish on 30 June 2024.

- (b) The dates referred to in clause 5(a) above are indicative only and are subject to change.

6. Schedule of the hours when work may be carried out on the development of the Scheme

The Developer may carry out work on the Scheme Land for the development of the Scheme on Monday to Saturday (inclusive), between the hours of 7:00 am to 8:00 pm, unless that schedule of hours is not permitted by the *Environmental Protection Regulation 2005*.

7. Easements

7.1 Statutory easements

All Lots in the Scheme have the benefit of the following statutory easements under Part 10 of the Community Title Act:

- (a) easements for support – section 70;
- (b) easements for utility services – section 71 (which includes easements for relevant utility services such as sewerage, water, electricity, gas and telecommunications);

- (c) easements for shelter – section 72;
- (d) easements for projections – section 73; and
- (e) easements for maintenance of building close to boundary – section 74.

7.2 Easements for access

Easements for access are shown on the deposited plan for the Scheme Land (DP 11671) and in the Easement Plan in the Master Plan for the Scheme. The Developer may vary the location of the easements for access shown in the Easement Plan.

7.3 Location of Services and meters

The Developer may install Services infrastructure, including metering infrastructure relating to the Services provided to one or more residential Lot, on the Common Property.

8. Description of the amenities to be provided as part of the Scheme development

8.1 Community Facilities generally

- (a) The Development Application provides details of:
 - (i) the Common Property and the Community Facilities;
 - (ii) the purposes for which the Community Facilities are to be provided; and
 - (iii) the extent to which the Community Facilities will be available for use by Members.
- (b) Arrangements for providing and maintaining the Community Facilities and defraying the cost of their provision and maintenance are set out in the draft budget of the Scheme at Attachment 1.
- (c) The Body Corporate may make alternate arrangements for the maintenance, repair or replacement of the Community Facilities.

8.2 Waste areas

- (a) **Common Property waste areas** – Waste areas (including recycling waste and Common Property refuse area) are located in various areas within the Scheme. The details of access to the shared waste facility areas for Owners and Occupiers are determined by the By-laws or other rules as made by the Body Corporate or Management Committee and the Owner's Corporation rules for the relevant Owners Corporation.
- (b) **Purpose** – The purpose of the waste areas is to provide facilities for Owners and Occupiers to dispose, store and remove waste.
- (c) **Availability** – The availability of the waste areas will be determined by the By-laws or other rules as made by the Body Corporate or Management Committee.
- (d) **Control** – The Body Corporate has the overall responsibility for ensuring the waste areas have garbage materials that are properly stored and removed within the Scheme, and each Occupier has obligations in relation to the storage and disposal of waste from within the Scheme that are set out in the By-laws.

9. Lot Entitlement Schedule

A Lot Entitlement Schedule is set out at Attachment 4 which includes:

- (a) the lot entitlement for each Lot; and
- (b) the total of the entitlements of all Lots that are not Common Property.

10. Body corporate to be established on registration of the Scheme

The Owners Corporation will be established on registration of the Scheme in accordance with section 30 of the Community Title Act. As at the date of this Management Statement, the establishment of an additional body corporate for the Scheme is not envisaged.

11. Membership of the Body Corporate

11.1 Owners

All Owners are Members of the Body Corporate.

11.2 Developer

- (a) The Developer may from time to time be, or remain, an Owner within the Scheme. While the Developer is an Owner, it will also be a member of the Body Corporate.
- (b) If the Developer is not an Owner, a representative or representatives of the Developer may be a Member of the Body Corporate for the first 2 years following registration of the Scheme.

11.3 Amendments, authorisation and approval

- (a) The Developer may require the Body Corporate to amend:

- (i) the Scheme;
- (ii) this Management Statement;
- (iii) the Lot Entitlement Schedule;
- (iv) the By-laws; or
- (v) any other constituent documents of the Scheme,

if required to implement or give effect to or which would otherwise beneficially affect any of the Designated Matters or which is of assistance to the Developer in the exercise of rights in relation to the Designated Matters.

- (b) If an amendment referred to in clause 11.3(a) is required by the Developer, each Member must, as applicable:

- (i) not object to the application for authorisation to amend the Scheme;
- (ii) agree to and give its consent to amendment of the Scheme, or if required by the Registrar General, agree to and give its consent to lodgement of a new or replacement Master Plan;
- (iii) agree to and give its consent to amendment of:
 - (A) this Management Statement;
 - (B) the Lot Entitlement Schedule; or
 - (C) the By-laws,

or if required by the Registrar General, agree to and give its consent to lodgement of a new or replacement Management Statement;

- (iv) do all things necessary to ensure that the Land Owner, the Developer or the Body Corporate can lodge any relevant documents, including material related to the authorisation to amend the Scheme and this Management Statement for registration, including promptly signing all documents required to give effect to registration and producing all certificates of title (if required); and
- (v) not to seek redress for any amendments referred to in this clause 11.3(b).

- (c) Except to the extent prohibited by Law, each Member must vote:
 - (i) in favour of any motion for a resolution of the Body Corporate to implement or give effect to, or which would otherwise beneficially affect, any of the Designated Matters or which is of assistance to the Developer in the exercise of rights in relation to the Designated Matters; and
 - (ii) against any motion for a resolution of the Body Corporate that, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to the Developer in the exercise of rights in relation to the Designated Matters.

12. Management Committee

12.1 Appointment and election of the Management Committee

The Body Corporate may by Ordinary Resolution at an annual general meeting:

- (a) appoint or remove the officers of the Management Committee;
- (b) appoint the Manager (if any) to be the secretary and/or treasurer of the Management Committee;
- (c) change the membership of the Management Committee; or
- (d) overrule a decision of the Management Committee (if it has not been acted on).

12.2 Composition of the Management Committee

- (a) The Management Committee must consist of a representative of at least 2 Members of the Body Corporate.
- (b) A representative or representatives of the Developer or the Land Owner may nominate itself as an officer or Management Committee member during the first 2 years of the operation of the Scheme.

12.3 Role of the Management Committee

The role of the Management Committee is to:

- (a) conduct the business of the Scheme in accordance with the Community Title Act, including giving effect to the resolutions of the Body Corporate;
- (b) levy contributions and administer business transactions, finance and spending in accordance with the Body Corporate resolutions;
- (c) effect Insurances;
- (d) operate, maintain, renew, repair, renovate and replace the Common Property and Community Facilities;
- (e) determine, levy and recover contributions to any administrative and sinking funds and make payments from those funds;
- (f) comply with this Management Statement, the By-laws, the Community Title Act, the Community Title Regulations and the Planning Act (as applicable);
- (g) change, amend, add to or extend the Scheme, the Management Statement, the By-laws and the exclusive use by-laws, as necessary, or as required by relevant Laws;
- (h) monitor the performance of and supervise any contractor or agent, including any Manager and any building manager engaged by the Management Committee;
- (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Statement and any easements;

- (j) make rules about use of the Common Property, including any Community Facilities;
- (k) control consider any submission to the Management Committee by an Owner in accordance with Community Title Act; and
- (l) convene and hold meetings in accordance with the Community Title Act.

12.4 Power of the Management Committee

- (a) Subject to clause 12.4(b), the Management Committee may, if authorised by a Unanimous Resolution of the Body Corporate at a general meeting, exercise any powers of the Body Corporate.
- (b) The Management Committee cannot have powers that may only be exercised by the Body Corporate through a Unanimous Resolution.

12.5 Authorised functions

The Management Committee may be authorised to do the following in fulfilling the role outlined in clause 12.3:

- (a) appoint, and contract with person/s to provide operational, maintenance, renewal, replacement and repair services in respect of the Common Property and Community Facilities;
- (b) appoint, and contract with person/s to advise and assist the Management Committee in the administration and performance of functions under the Management Statement and the By-laws including appointing and contracting with consultants and experts or security personnel;
- (c) appoint and delegate any of its powers, authorities and duties or functions to a Manager;
- (d) appoint a sub-committee of Members to investigate and report on any of the Management Committee's powers, authorities, duties or functions set out in this Management Statement or in the Community Title Act or the By-laws and in so doing must clearly define the power, authority, duty or function which must be investigated and reported according to the Management Committee's directions; and
- (e) appoint a treasurer, chairperson and a secretary as officeholders of the Management Committee.

13. Management Committee officers

13.1 Officers of the Management Committee

The officers of the Management Committee are the secretary, treasurer, and chairperson.

13.2 Functions of the secretary

The functions of the secretary (who may be the Manager) of the Management Committee are to:

- (a) convene meetings and prepare notices and agendas for those meetings;
- (b) each year include a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its Insurances;
- (c) answer communications directed to the Management Committee;
- (d) perform secretarial functions for the Management Committee;
- (e) distribute minutes of meetings of the Management Committee; and
- (f) keep the Management Committee's records.

13.3 Functions of the treasurer

The functions of the treasurer (who may be the Manager) of the Management Committee are to:

- (a) oversee the general financial solvency of the Body Corporate;
- (b) prepare and send notices of contributions to Owners;
- (c) collect contributions from Owners in accordance with the levies determined by the Body Corporate and in accordance with the Community Title Act;
- (d) receive, acknowledge, bank and account for the contributions, levies, and other money paid to the Body Corporate;
- (e) prepare certificates about contributions, insurances, outgoings, and any other matters required under the Community Title Act; and
- (f) keep the financial records, accounting records, and financial statements for the Body Corporate and in accordance with the Community Title Act.

13.4 Functions of the chairperson

The function of the chairperson is to preside at the Body Corporate meeting and/or the Management Committee meeting at which they are present.

14. Appointment of a manager

- (a) The Body Corporate has the power to appoint and enter into agreements with a building or strata manager to provide management and operational services for the Scheme.
- (b) The duties of a Manager under an agreement between it and the Body Corporate may include, without limitation:
 - (i) caretaking, supervising and servicing Common Property;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (iii) arranging for the inspection and certification of plant and equipment as required by law;
 - (iv) providing services to the Body Corporate, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - (v) performing the role of secretary and treasurer on the Management Committee;
 - (vi) supervising any employees and contractors of the Body Corporate; and
 - (vii) doing anything else that the Body Corporate considers necessary for the operation and management of the Scheme.

15. Statement of the voting rights of the Members

15.1 Voting Rights

- (a) At each meeting of the Body Corporate, each Member (except a Defaulting Member) is entitled to voting rights in accordance with its proportionate Lot entitlement.
- (b) At each meeting of the Management Committee, each member of the Management Committee (other than a Manager (if any)) is entitled to exercise 1 vote.
- (c) A Defaulting Member is not entitled to vote, but can attend and address the meeting of the Body Corporate or the Management Committee.
- (d) If a representative of a Member is appointed (a proxy), then the representative of the Member entitled to vote (not being a Defaulting Member) must exercise a vote at a

meeting in accordance with the direction of the Member who appointed the representative.

- (e) The chairperson does not have a casting vote at meetings of the Body Corporate or Management Committee.
- (f) The chairperson, secretary and treasurer are not entitled to vote at meetings of the Management Committee (unless they are the representative of a Member).
- (g) Any Member may request a poll, and where a poll is required, the Member is entitled to voting rights in accordance with its proportionate Lot entitlement.

16. Meetings

16.1 Meetings under the Community Title Act

Meetings of the Body Corporate and the Management Committee must be convened and conducted in accordance with the Community Title Act, and with consideration to this Management Statement and the By-Laws.

16.2 Frequency of meetings

- (a) The Body Corporate or the Management Committee must convene an annual general meeting within 3 months after the formation of the Scheme.
- (b) The Body Corporate or the Management Committee must convene an annual general meeting within 15 months of the previous annual general meeting.
- (c) A special general meeting of the Body Corporate may be called at any time and must be called if required by not less than 1/3 of the total Members.

17. Notice of the meetings

17.1 Time and content

- (a) The Management Committee must give, at least 14 days before the meeting, each Member written notice of the meeting:
 - (i) stating the date, time and place of the general meeting;
 - (ii) stating the nature of the business to be transacted;
 - (iii) setting out any proposed resolution, if a unanimous resolution is to be put to the general meeting;
 - (iv) together with a written agenda and any relevant motions.
- (b) The notice must be given to each Member by the secretary of the Management Committee (or by the Manager if delegated that function by the Management Committee).
- (c) *In case of an emergency a shorter notice may be given, provided it is in writing with a minimum of 48 hours' notice and in compliance with the Community Title Act.*

17.2 Agenda

The written agenda for the meeting must include details of all business which the Body Corporate or the Management Committee will deal with at the meeting. The Management Committee cannot deal with business that is not on the agenda for the meeting.

17.3 Service

- (a) A notice in connection with the By-laws, the Community Title Act or the Management Statement (**Notice**) must be in writing and service may be administered as follows:
 - (i) by hand delivery by leaving it at the address of the addressee/Member;
 - (ii) by ordinary post to the addressee/Member; or
 - (iii) by email to the email address of the addressee/Member.
- (b) Unless a later time is specified in it, a Notice is deemed to be given:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by email, at time of delivery on the sender's outgoing mail sever
 - (iii) if sent by post, on the third day after posting.Clause 17.3(b)(ii) does not apply if:
 - (iv) the intended recipient promptly informs the sender that the email content was received in an incomplete or garbled form; or
 - (v) the sender's outgoing mail sever indicates an error or a faulty or incomplete transmission.
- (c) If delivery or receipt is not on a Business Day or if receipt is later than 5:00 pm, local time at the place of delivery, then the Notice is deemed to have been delivered and received on the next Business Day.

18. Minutes of the meeting

18.1 Minutes of the Meeting issued by the Secretary

- (a) The secretary must give a copy of the minutes of the meetings to each member of the Management Committee and each Member within 5 Business Days of the meeting.
- (b) The minutes of the meeting may be given as noted in the service of a Notice under clause 17.3.

19. Keeping of records of the meeting

19.1 The Responsibility of the Management Committee

The Management Committee must:

- (a) keep records and books of account of all the amounts payable and payments made under the By-laws and the Management Statement;
- (b) keep copies of notices given or received, agendas, motions and minutes;
- (c) enter all matters and transactions usually entered in books of account kept by any Manager appointed; and
- (d) retain all records and books of account for a period of 7 years from the date of the last entry (or for any other period as prescribed by the Community Title Act).

19.2 Books and Records to be Available for Inspection

The Management Committee must make available, upon receiving 2 Business Days' notice by a Member, or a person authorised on behalf of the Member, the records and books of account for inspection during normal business hours. The Management Committee must make available, upon 2 Business Days' notice by a Member, or a person authorised on behalf of a Member, the materials the subject of clause 19.1 during normal business hours.

20. Administrative Fund and sinking fund

20.1 Power to levy contributions

The Body Corporate or the Management Committee must:

- (a) levy contributions in respect of the Administrative Fund to meet the requirement under the Community Title Act to have funds and expenditure available for the insurance, maintenance, repair, upkeep, use or operation of the Common Property, including the Services and Community Facilities; and
- (b) levy contributions in respect of the sinking fund as permitted under the Community Title Act; and
- (c) determine and recover the levy contributions on a regular periodic basis, as determined by the Management Committee (ie quarterly or annually).

20.2 Establishing the Administrative Fund and the Sinking Fund

- (a) The Management Committee may establish and maintain accounts for meeting its contributions under the Community Title Act and towards fulfilment of the role outlined in clause 12.3, and the fund may be divided into separate parts, if the Management Committee considers it appropriate, namely:
 - (i) a fund to pay the day to day expenses of operating and maintaining the Common Property and the Community Facilities, the costs of the Insurances, administrative costs, and other recurrent costs which are not capital works; and
 - (ii) a sinking fund for capital works.
- (b) If a sinking fund is established the funds must be used to pay large expenditure items such as the costs of renewal, repair, renovation or replacement of the Common Property, the Services or the Community Facilities.

21. Insurances

21.1 The obligation to effect and maintain Insurances

The Management Committee must effect and maintain the Insurances throughout the operation of the Management Statement and the Scheme and without limitation must:

- (a) effect and maintain public liability insurance for no less than \$20 million for the following events:
 - (i) death, bodily injury or illness of anyone; and
 - (ii) loss of, or damage to, the property for anyone;
- (b) effect and maintain Insurances on the Common Property for the following events:
 - (i) fire, lightning, tempest, earthquake and explosion;
 - (ii) riot, civil commotion, strikes and labour disturbances;
 - (iii) malicious damage;
 - (iv) bursting, leaking and overflowing of boilers, water tanks, water pipes and associated apparatus;
 - (v) impact of aircraft (including parts of, and objects falling from, aircraft) and road vehicles, horses and cattle;
- (c) review the Insurances at least once every 12 months and the secretary must include a motion in the annual general meeting in respect to Insurance as required under clause 13.2(b).

- (d) at least every two years appoint an appropriately qualified expert (with at least 5 years' experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances;
- (e) allow for insurance premium cost increase which may occur during the period of the Insurances;
- (f) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Common Property, Community Facilities or Services;
- (g) ensure that any relevant information known to it and relating to the Insurances is provided to the relevant insurer;
- (h) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Body Corporate or Common Property, Community Facilities or Services; and
- (i) ensure the secretary of the Management Committee includes a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its Insurances.

21.2 The cost of Insurances

The Owners agree that the cost of the Insurances is to be included in the contributions towards the Administrative Fund.

21.3 Premium for Insurances

Premiums for the Insurances are to be paid by the Owners in the proportions as set out in Lot Entitlement and as specified under the Community Title Act.

21.4 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances; or
 - (ii) increase any Insurances premiums
 except with the consent of the Management Committee.
- (b) If an Owner or Occupier does anything to increase an Insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan as registered on a Lot within the Scheme must effect public liability insurance in respect to that Unit.

22. Resolution of disputes between Members and Body Corporate

22.1 Definition

In this clause 22 the term 'Community Party' means the Body Corporate, a Member or a number of Members acting together.

22.2 Members to attempt to resolve

Each Community Party must endeavour in good faith to resolve disputes between Community Parties as set out under this clause 22.

22.3 Notice of Dispute

- (a) A Community Party (First Party) may at any time notify another Community Party (Second Party) of a dispute by serving a notice in writing upon the Second Party.
- (b) A notice advising of a dispute served under the preceding clause must:

- (i) identify the subject matter of the dispute;
- (ii) state the facts upon which the First Party relies;
- (iii) identify any Laws, by-laws or provisions of this Management Statement relevant to the dispute;
- (iv) attach copies of all correspondence and background information relevant to the dispute in the possession or control of the First Party;
- (v) contain any particulars of:
 - (A) the amount in dispute (if any); and
 - (B) the resolution to the dispute sought by the First Party.
- (c) The First Party must provide a copy of any dispute notice to the Manager no later than 1 Business Day after is served on the Second Party.

22.4 Conciliation or mediation

If the dispute is not resolved within 10 Business Days after receipt of the notice the subject of clause 22.3(a) by the Second Party, then the Community Parties subject to the dispute must meet to attempt to agree on referring the dispute for conciliation or mediation by a conciliator or mediator agreed between the relevant Community Parties.

22.5 Appointment of a conciliator or mediator

If the relevant Community Parties cannot agree on a conciliator or mediator, the Body Corporate must request that the President of the Law Society of the Australian Capital Territory appoint a conciliator or mediator.

22.6 Procedures to be adopted by a conciliator or mediator

- (a) The conciliator or mediator acts as an expert and not as an arbitrator.
- (b) Except as to matters of Law, the conciliator or mediator's decision including any decision to an expense arising from the dispute is final and binding on each Community Party subject to the dispute.
- (c) The appointment must require the conciliator or mediator to make a decision within 20 Business Days of the appointment.
- (d) The conciliator or mediator may appoint consultants as the conciliator or mediator thinks necessary to advise on any aspect of the dispute.
- (e) Each relevant Community Party may make written submissions to the conciliator or mediator about the dispute and costs.
- (f) If a Community Party makes a submission, that Community Party must:
 - (i) submit the submission within 10 Business Days of the appointment of the conciliator or mediator; and
 - (ii) provide the other party with a copy of its submission within 2 Business Days of submission to the conciliator or mediator.
- (g) A Community Party who makes a submission must:
 - (i) co-operate with the conciliator or mediator; and
 - (ii) as required by the conciliator or mediator, promptly provide the conciliator or mediator with information in the possession or control of that Community Party and relevant to the matter to be determined;
 - (iii) clause 22.6(g)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (h) Each Community Party subject to the dispute agrees that:

- (i) the conciliation or mediation is confidential;
 - (ii) all communications related to the conciliation mediation will be without prejudice; and
 - (iii) they will not seek to join the conciliator or mediator in any legal proceedings relating to the dispute.
- (i) Within 20 Business Days of the conciliator's or mediator's appointment the conciliator or mediator must determine the matters in dispute having regard to the written submissions of the Community Parties, this Management Statement, the By-laws and the conciliator's or mediator's own enquiries.

22.7 Payment of the fees and expenses of a conciliator or mediator

- (a) Within 10 Business Days of appointment of the conciliator or mediator, the conciliator or mediator will supply the Community Parties subject to the dispute with an estimate of fees that will be incurred by the conciliator or mediator.
- (b) Subject to clause 22.8, costs of the conciliation or mediation and any other costs and expenses will be shared equally between the Community Parties subject to the dispute unless otherwise agreed.

22.8 Failure to participate in dispute resolution procedure

If a Community Party subject to the dispute refuses to enter into conciliation or mediation or terminates the conciliation or mediation before the dispute is resolved, that Community Party will be required to pay the costs of the conciliation or mediation.

22.9 Expert determination

22.10 Limited recourse to litigation

Despite anything else to the contrary contained in this clause 22, a Community Party subject to the dispute may institute court proceedings or apply for an order with ACT Civil and Administrative Tribunal, in accordance with the Community Title Act, with respect to any breach of the By-laws, if such proceedings are necessary:

- (a) to avoid the expiration of any applicable time limitation; or
- (b) to obtain an injunction to prevent immediate harm or loss which could be redressed or compensated adequately after the event.

22.11 Commencement of action

No party is entitled to commence or maintain any action, whether by way of legal proceedings or arbitration, relating to any dispute under this clause until it has been referred and determined as provided in this clause 22.

Signed for and on behalf of the **Planning and Land Authority** by its duly authorised delegate in the presence of



Signature of witness

Simon Baker

Name of witness (print)



Signature of delegate

Irma Sare

Name of delegate (print)

Senior Officer Grade C

Position of delegate (print)

Executed by CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 in accordance with Section 127 of the *Corporations Act 2001*



Signature of director

ADAM LAIRO NOWACKA

Name of director (print)



Signature of director/company secretary

(Please delete as applicable)

JONATHAN JANOWSKI

Name of director/company secretary (print)

Date of this Management Statement:

Attachment 1 Draft budget

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson

Estimated Budget – Community Title Common Property

Blocks 1-16 Section 122 Watson ACT

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

<i>Administrative Fund</i>	<i>Year 1</i>	<i>Year 2</i>
<i>Waste Removal</i>	\$4,000.00	\$4,200.00
<i>Electricity</i>	\$3,000.00	\$3,500.00
<i>Gardens & Grounds</i>	\$70,000.00	\$73,500.00
<i>Insurance Premium</i>	\$14,000.00	\$14,700.00
<i>Management Fees (All Inclusive)</i>	\$10,000.00	\$10,500.00
<i>Water</i>	\$15,000.00	\$16,000.00
<i>Maintenance General</i>	\$5,000.00	\$6,000.00
<i>Totals</i>	\$121,000.00	\$128,400.00

No Sinking Fund Budget has been allowed for due to the requirement for the Owners Corporation to obtain and approve an initial Sinking Fund Forecast prior to the second Annual General Meeting

Community Title Contribution Schedule - Blocks 1-16 Section 122 Watson ACT

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

<i>Block</i>	<i>Letter</i>	<i>CTS Lot Number</i>	<i>Entitlement</i>	<i>Annual Contribution</i>
1	A	12	119	\$14,399
2	Part B	Part 10	98	\$11,858
3	C	13	122	\$14,762
4	Part D	Part 9	121	\$14,641
5	E	8	33	\$3,993
6	F	7	61	\$7,381
7	G	5	89	\$10,769
8	H	2	87	\$10,527
9	J	1	66	\$7,986
10	K	4	74	\$8,954
11	L	3	52	\$6,292
12	M	11	78	\$9,438
13	Part B	Part 10		
14	Part D	Part 9		
			Total 1000	Total \$121,000

The above contributions represent what will be typical contributions by all Lots in the Community Title Scheme on full completion of the Development. Contributions for Lots 1 to 5 have been set at a pro rata amount for the first 2 years due to the staged development.

Attachment 2 By-laws

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson



Community Title Scheme – By-laws

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

By-laws

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Agreed terms

1. Definitions

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means these by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, including any exclusive use by-laws, and as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, the urban forecourt, playground equipment and artwork.

Community Title Act means the *Community Title Act 2001*.

Community Title Regulations means the *Community Title Regulation 2002 (ACT)*.

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 .

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation, augmentation, connection and temporary disconnection of Services and Community Facilities;
- (f) changing the location or details of Services and Community Facilities;
- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (i) other activities specified in the Management Statement.

Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the date the Scheme is established including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision).

Easements means the easements burdening or benefiting any lot under the Scheme.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law.

Law includes all statutes, regulations, by-laws, ordinance, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act, and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means the Community Management Statement registered as part of the Scheme as required by the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 13 of the Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act.

Member means an Owner including, as applicable, the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 11.2(b) of the Management Statement.

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession, or who has the right to occupy or control a Lot or Unit within a Lot.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the *Unit Titles (Management) Act 2011*.

Planning Act means the *Planning and Development Act 2007*.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and any and all such documents that comprise the community title scheme as defined in the Community Title Act.

Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Special Resolution means a resolution of the Body Corporate for which 75% votes were cast in the affirmative by those present and entitled to vote at the meeting.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units Plan.

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

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

2. Interpretation

2.1 Interpretation of the By-laws

In this document unless the contrary intention appears:

- (a) a reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses/by-laws are included for the sake of convenience only and do not affect the interpretation of the clauses/by-laws to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

3. Relationship with Management Statement

3.1 Contents of Management Statement

The Management Statement lodged with the Scheme and these By-laws may contain provisions which affect the Scheme and the Lots including but not limited to:

- (a) rights and obligations of Members, Owners and Occupiers;
- (b) rights and obligations of the Management Committee and the Body Corporate; and
- (c) maintenance, use of, and contributions made to the costs of, the Common Property.

3.2 Compliance with Management Statement

- (a) A Member, Owner or Occupier must comply with the Management Statement.
- (b) A breach of the provisions contained in the Management Statement amounts to a breach of these By-laws.

- (c) Nothing in these By-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Management Statement.
- (d) If there is a conflict between these By-laws and the Management Statement, the terms of these By-laws must be amended to accord with the Management Statement;
- (e) If a Manager is appointed to manage the Common Property or other parts of the Scheme, Owners and Occupiers must comply with the reasonable directions of the Manager in the administration of these By-laws or the Management Statement.

4. Rights of the Developer during Development Activities

4.1 Rights and obligations of the Developer

The Developer may carry out Development Activities from the date the Scheme is established, without any need for the approval of the other Members, Owners or Occupiers, but subject to the terms of any easements and covenants and to the requirements of any applicable Laws and the requirements of any relevant Government Agency, including:

- (a) carry out building and Development Activities in its discretion;
- (b) carry out demolition work, building and associated work on the Common Property;
- (c) carry out landscaping and associated work with the Common Facilities on the Common Property;
- (d) build, construct or otherwise provide additional facilities on the Common Property in its discretion;
- (e) use any part of the Common Property to exercise its rights under the Management Statement and By-laws;
- (f) have unrestricted access to the Common Property;
- (g) park motor vehicles and equipment during the period of construction on the Common Property;
- (h) place or attach to the Common Property temporary structures, building materials, cranes and other equipment;
- (i) install and connect Services on the Common Property and connect Services in a Lot to service lines;
- (j) create and/or register easements, rights, profit a prendre, restrictions on use or a positive covenant for the efficient use of a Lot;
- (k) lock or secure any part of the Common Property;
- (l) gain access to any relevant restricted areas at any time in any way;
- (m) carry out any and all works permitted in accordance with the Development Approval and build or develop the Common Property and carry out the rights and objectives contemplated by the Management Statement and these By-laws;
- (n) contract or enter into arrangements with third parties for the purposes of carrying out any of the matters referred to in this by-law 4.1; and
- (o) carry out the installation, and/or creation and/or service and/or upkeep and/or maintenance to the extent required under the applicable laws or subject to the terms of any Easement and covenants.

4.2 Further obligations of the Developer

The Developer must, in carrying out any works or Development Activities:

- (a) properly maintain repair and keep in good condition the Common Property upon completion of the Development Activities or works under by-law 4.1.

- (b) take all reasonable steps to minimise disturbance to Owners and Occupiers while exercising the rights of the Developer under by-law 4.1.
- (c) leave the Common Property tidy upon completion of the Development Activities or works under by-law 4.1.

4.3 Rights of access of the Developer

The Developer may gain access to any restricted use area through the Common Property throughout the duration of works and Development Activities or any building works related to the Scheme.

4.4 Marketing

The Developer may, for the purpose of selling or leasing Lots, do the following activities on or the Common Property or Lots that it owns:

- (a) erect or place marketing or leasing or advertising signs;
- (b) conduct any real estate activities, without limitation, sales, auctions and leasing; and
- (c) allow other Owner or Occupiers to place marketing or leasing or advertising signs as agreed under separate arrangements or agreements with the relevant Owner or Occupier.

4.5 Sales Display

The Developer may use any Unit or Lot it owns or the Common Property for its own use for a sales display.

4.6 No Interference

The Body Corporate, Owners and Occupiers of a Lot must not interfere with or prevent the Developer from exercising its rights under this by-law.

4.7 Maintenance

The Developer must maintain and repair any parts of the Common Property for which the Developer has exclusive or restricted use rights under this by-law.

4.8 Maintaining the Common Property not subject to this section

The Body Corporate must levy its Members for the costs of maintaining the Common Property, but only those areas of the Common Property which are not payable and the responsibility of the Developer (as applicable to the Development Activities at the time Development Activities are being undertaken) under this by-law.

5. The By-laws and default by-laws

5.1 Owners and Occupiers bound

An Owner or Occupier of a Lot within the Scheme and their invitees agree to comply with the default by-laws under Schedule 1 of the Community Title Act, and the default by-laws form part of the By-laws of the Scheme.

5.2 Inconsistency

If there is an inconsistency between these By-laws as registered with the Scheme and the default by-laws under Schedule 1 of the Community Title Act, then these By-laws prevail.

5.3 Additional rules

- (a) The Body Corporate may make, amend and at any time add rules for the control, management, operation, use and enjoyment of the Common Property and the Scheme in accordance with the Community Title Act.
- (b) The rules bind Owners and Occupiers.

6. Common Property

6.1 Obstruction on the Common Property

An Owner or Occupier and any invitees must not obstruct lawful use of Common Property by any person.

6.2 Damage to lawns, plants, lighting on the Common Property

An Owner or Occupier and any invitees must not:

- (a) damage any Common Property including any lawn, garden, tree, shrub, plant, flower or light or lighting fixture being part of or situated on Common Property; or
- (b) use for his or her own purposes any portion of the Common Property as a garden.

6.3 Damage to Common Property

- (a) An Owner or Occupier and any invitees must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Body Corporate.
- (b) An approval given by the Body Corporate under by-law 6.3(a) cannot authorise any additions to the Common Property.
- (c) By-law 6.3(a) does not prevent an Owner or person authorised by the Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects on the Lot; or
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,

unless the device is likely to affect the operation of fire safety devices in the Lot, and provided always that all relevant Laws are complied with.
- (d) Any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the Scheme.
- (e) The Owner must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot.

7. Behaviour generally

7.1 Behaviour of Owners and Occupiers

An Owner or Occupier must, when on Common Property, be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers or to any person lawfully using the Common Property.

7.2 Children playing on the Common Property

An Owner or Occupier and any invitees must not permit any child under 16 years of age of whom the Owner or Occupier has control (or ought to have control) to play on Common Property within the Scheme or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

7.3 Behaviour of invitees

An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with all By-laws and do not behave in a manner that is dangerous, annoying or offensive, or likely to interfere or disrupt with the peaceful enjoyment of other Owners or Occupiers of any person lawfully using Common Property.

7.4 Noise

An Owner or Occupier and any invitees must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

8. Waste enclosures and waste generally**8.1 Depositing of rubbish and other materials on Common Property**

- (a) An Owner or Occupier and any invitee must not deposit or throw on the Common Property any rubbish, dirt, dust, discarded item or other material likely to interfere with the peaceful enjoyment of the other Owners or Occupiers or any person lawfully using the Common Property.
- (b) An Owner or Occupier must clean up any waste left by pets in the Common Property.

8.2 Waste areas and enclosures

- (a) There are designated shared waste enclosures for use by the Owners or Occupiers.
- (b) Owners and Occupiers must only use the waste enclosures designated for their Lots and must not dump rubbish in areas that are not specifically used for that purpose.

9. Safety and insurances**9.1 Preservation of fire safety**

An Owner or Occupier must not do anything or permit any invitees to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of fire safety in the Lots or Common Property.

9.2 Storage of flammable liquids and other substances and materials

- (a) An Owner or Occupier must not, except with the prior written approval of the Body Corporate, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) By-law 9.2(a) does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9.3 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances; or
 - (ii) increase any Insurances premiums,

except with the consent of the Management Committee.

- (b) If an Owner or Occupier does anything to increase an Insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan registered on a Lot within the Scheme is responsible public liability insurance in respect to that Unit.

10. Appearance of Lots

10.1 Appearance of Lot

The Owner or Occupier must not store or display any item in a Lot or balcony which is visible from outside that, when viewed, is not in keeping with the rest of the Scheme.

10.2 Drying of laundry items

An Owner or Occupier must not hang any washing, clothing, towel, bedding or other article on any part of the parcel in such a way as to be visible from outside the Lot or visible to any parts of the Common Property.

10.3 Signage etc.

The Management Statement and other agreements with third parties may contain provisions regulating signage and the use of signage within the Scheme. An Owner or Occupier must comply with the Management Statement in regard to signage and the erection of signage on any part of that Owner or Occupier's Lot, Unit or on the Common Property.

11. Planning compliance and leasing requirements

11.1 Compliance with Laws

- (a) An Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by any Laws.
- (b) An Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by Law to occupy the Lot.

11.2 Leasing

- (a) An Owner or Occupier must ensure that:
 - (i) the letting of any Unit is recorded under the terms of a residential lease under the relevant residential tenancies legislation;
 - (ii) any leasing agent is made aware of any restrictions on use imposed on the leasing of the Unit for residential use, whether under these By-laws or pursuant to the planning instruments of the Territory or any other Laws;
 - (iii) all reasonable endeavours are taken to ensure compliance with any restrictions on use referred to in this by-law 11;
 - (iv) that a copy of these By-laws and the Management Statement are attached to any residential lease.
- (b) Residential Units must only be used by Owners or Occupiers as residential use or by leasing subject to residential tenancies legislation. Other short term uses such as temporary rental of rooms, serviced apartments, and backpacker use are not permitted.

12. Notices

12.1 Service of documents

A document may be served by electronic means if the person has given the Body Corporate an e-mail address for the service of notices and the document is sent to that address.

13. Services

13.1 Provision of Services

The Body Corporate may, by Special Resolution, determine to enter into arrangements for the provision of the following services to one or more of the Lots, or to the Owners or Occupiers:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or other service supply; and
- (d) telecommunications services (for example, cable television)

13.2 Fees for Services

If the Body Corporate makes a resolution referred to in by-law 13.1 to provide a service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount and the conditions on which the service is provided.

13.3 No overloading

An Owner or Occupier must not overload the electrical facilities provided to that Owner or Occupier's Lot or Unit. If overloading occurs, all costs associated with repairs to the Lot, Unit or the Scheme are the sole responsibility of the party causing the overload.

14. Vehicles, storage and carparking

14.1 Vehicles

An Owner or Occupier and any invitees must not park or stand any motor vehicle or other vehicle on Common Property (except with the prior written approval of the Body Corporate).

14.2 Use of carparking spaces on the Common Property

- (a) Carparking spaces may be designated and form part of the Common Property within the Scheme.
- (b) To avoid doubt, separate carparking spaces may also exist within and form part of a Units Plan, and these carparking spaces may be individually leased by the Occupier of a Unit or used by invitees of the Occupier, subject to any applicable Laws and the rules of the Owners Corporation for the relevant Units Plan.
- (c) Carparking spaces designated on the Common Property form part of the Common Property and may be subject to an exclusive use by-law, which allows a particular Occupier or Owner exclusive use of the carparking space area.

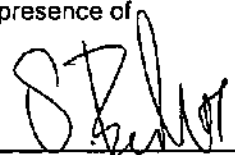
14.3 Storage of bicycles

An Owner or Occupier must not permit any bicycle to be left or stored in or otherwise remain on any part of the Common Property.

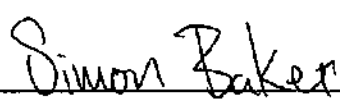
Signing page

EXECUTED as an agreement.

Signed for and on behalf of the Planning and Land Authority by its duly authorised delegate in the presence of



Signature of witness



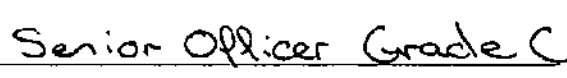
Name of witness (print)



Signature of delegate

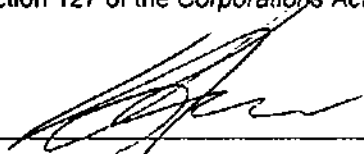


Name of delegate (print)

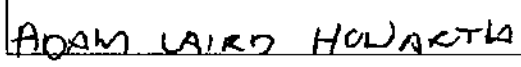


Position of delegate (print)

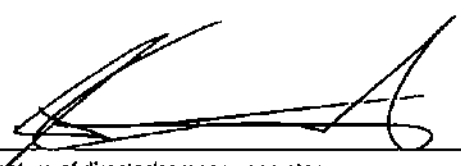
Executed by CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 in accordance with Section 127 of the Corporations Act 2001



Signature of director

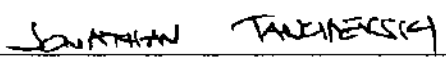


Name of director (print)



Signature of director/company secretary

(Please delete as applicable)



Name of director/company secretary (print)

Date of these By-laws:

Attachment 3 Master Plan (including Plan of Construction Zones and Access Zones)

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson

The Plan of Construction Zones and Access Zones shows indicative Construction Zones that will be enclosed by the Developer at registration of the Scheme. Any part of the Common Property outside the Construction Zones is an Access Zone.

The location of the Construction Zones and Access Zones may be changed by the Developer from time to time.



Community Title Scheme – Master Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

1. Site Plan

- 1.1 A plan within the requirements of Section 6(a) of the *Community Title Act 2001 (ACT) (Community Title Act)* and the *Community Title Regulations 2002 (ACT) (Community Title Regulations)* is provided.
- 1.2 In accordance with the Community Title Act and the Community Title Regulations, the Site Plan:
 - (a) delineates the site of the Scheme, comprised of each of Blocks 1 to 16 Section 122 in the Division of Watson (Scheme Land);
 - (b) shows each Lot included in the Scheme being:
 - (i) Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12, which are residential Lots in the Scheme; and
 - (ii) Lots 6 and 14, which are Common Property Lots in the Scheme;
 - (c) identifies site services, waste management arrangements, access arrangements (internal to the site), off-site works and other works as documented in the Development Approval;
 - (d) shows the position of all buildings (as proposed) from the boundaries of the Lots on the Scheme Land;
 - (e) shows the building envelope for the buildings to be constructed (together with the proposed distances of each building from the boundaries of the Lots);
 - (f) shows the roads within the boundaries of the Scheme Land; and
 - (g) is drawn to scale and shows a North point.

2. Drawing of Building

- 2.1 Sketches complying with the requirements of section 6(b) of the Community Title Act are provided. The Scheme does not identify any particular colours or materials for building forming part of the Scheme, nor does it prescribed any particular landscaping requirements.

3. General Theme

- 3.1 The Scheme does not contain a general architectural or landscaping theme for the residential dwellings or the Common Property.


4. Services and Easements

- 4.1 All Lots in the Scheme have the benefit of the following statutory easements under Part 10 of the Community Title Act:
 - (a) easements for support – section 70;
 - (b) easements for utility services – section 71;
 - (c) easements for shelter – section 72;
 - (d) easements for projections – section 73; and
 - (e) easements for maintenance of building close to boundary – section 74.

5. Interpretation

- 5.1 Capitalised terms in this Master Plan have the same meaning given to them in the Management Statement for the Scheme.

Signed for and on behalf of the Planning and Land Authority by its duly authorised delegate in the presence of



Signature of witness

Simon Baker

Name of witness (print)



Signature of delegate

Imia Sare

Name of delegate (print)

Senior Officer Grade C

Position of delegate (print)


Executed by CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 in accordance with Section 127 of the Corporations Act 2001



Signature of director

ADAM LAIKO NOWAKA

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

JEWELIAN TWICHEWSKI

Name of director/company secretary (print)

Date of this Master Plan:

NØRREBRO
WATSON

Community Title Scheme – Site Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

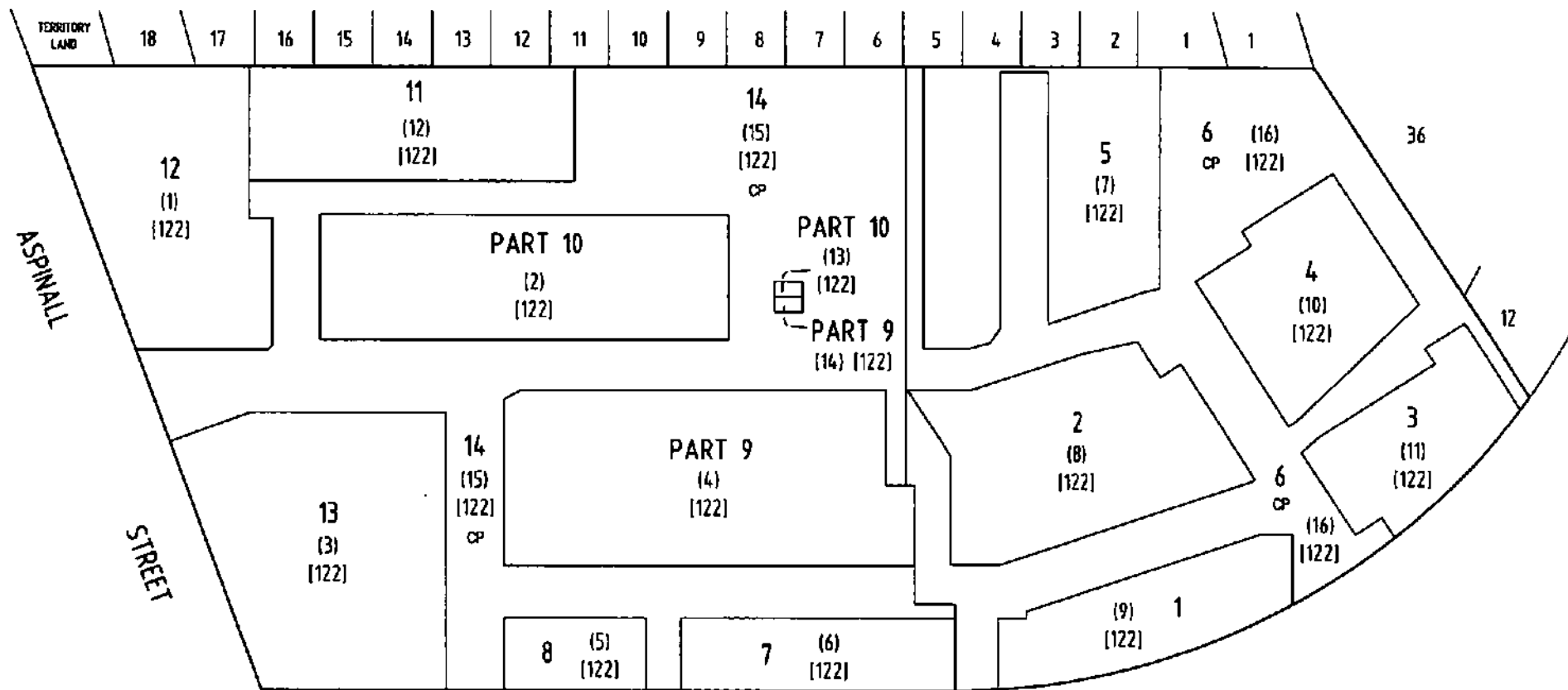
EASEMENTS FOR SUPPORT - SECTION 70

EASEMENTS FOR UTILITY SERVICES - SECTION 71

EASEMENTS FOR SHELTER - SECTION 72

EASEMENTS FOR PROJECTIONS - SECTION 73

EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 1 of 5 SHEETS

Adam McWorth
Applicant **ADAM MCWORTH**

Imma Sage
Delegate of the Authority/Executive

David Pryce
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY

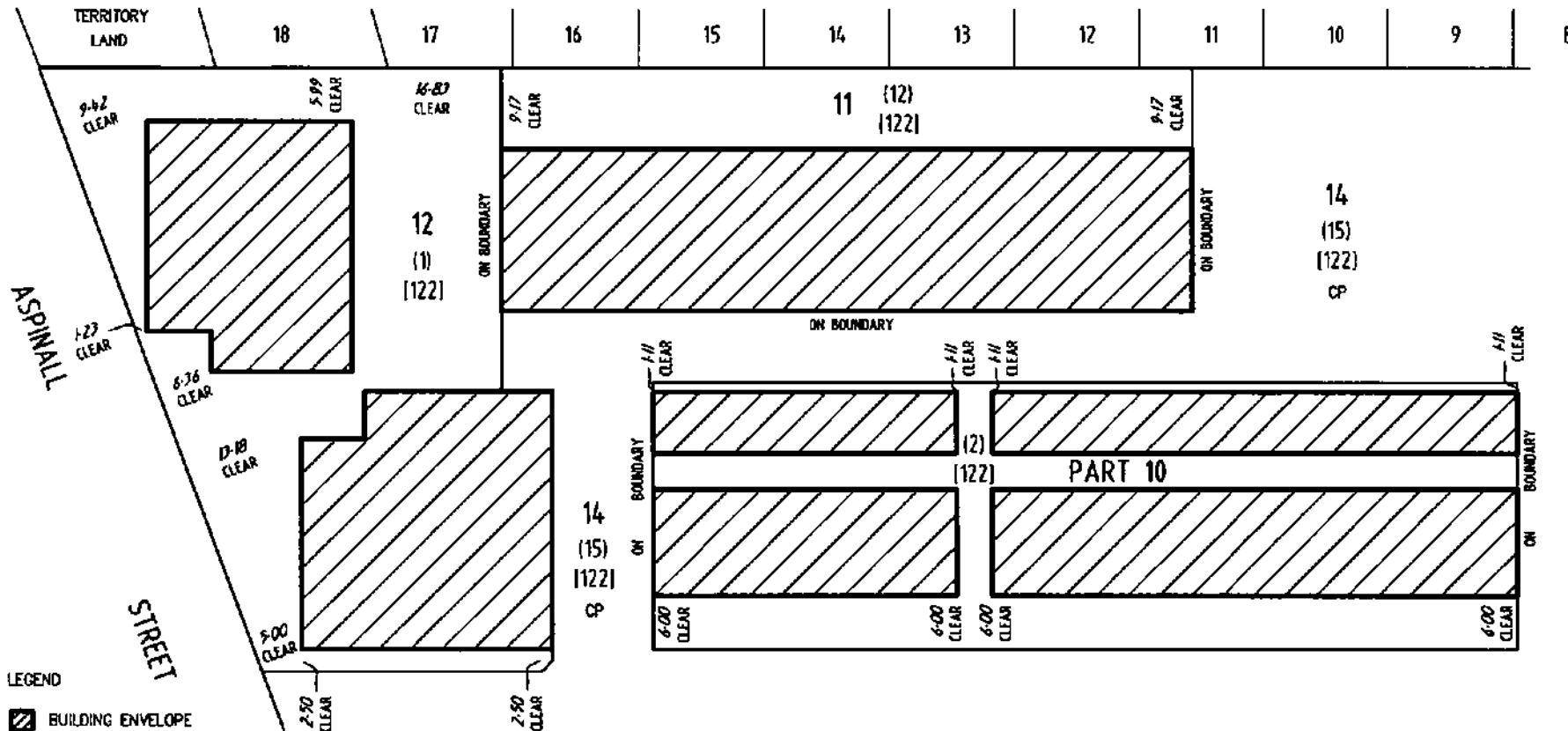
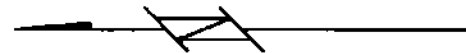
Scale 1:1000 0 5 10 20 30 40 50 METRES

SITE PLAN

COMMUNITY TITLE
SCHEME No 36

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



- LEGEND**
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY

SHEET 3 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 2 of 5 SHEETS

Adam Horvath
 Applicant **ADAM HORVATH**

Ima Sore
 Delegate of the Authority/Executive

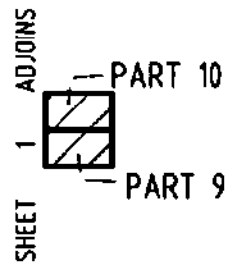
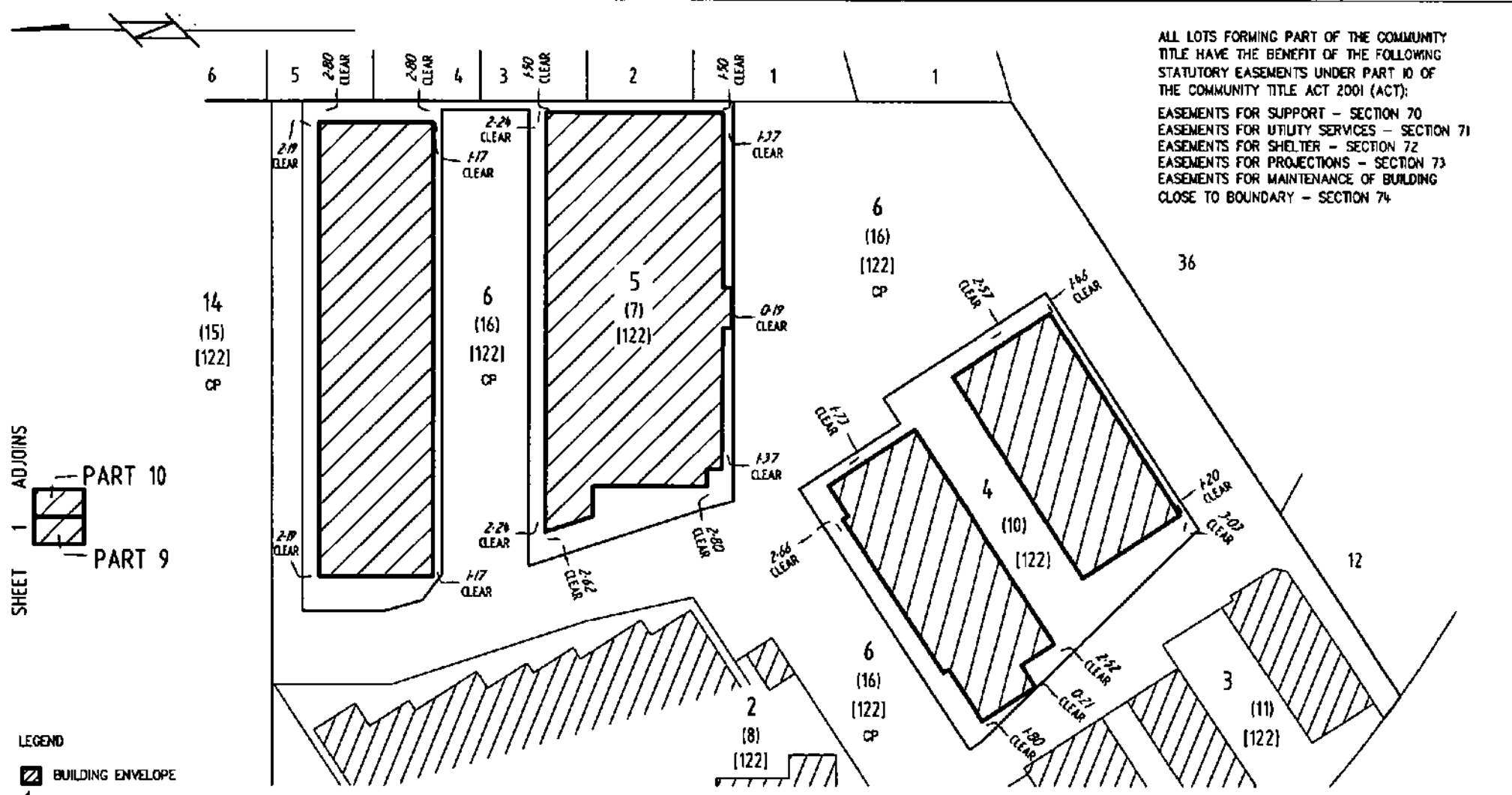
David Pryce
 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500

SITE PLAN:
 BUILDING ENVELOPE OVERLAY
 COMMUNITY TITLE
 SCHEME No 36

SHEET 2 ADJOINS

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
 EASEMENTS FOR SUPPORT - SECTION 70
 EASEMENTS FOR UTILITY SERVICES - SECTION 71
 EASEMENTS FOR SHELTER - SECTION 72
 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



- LEGEND
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY

SHEET 4 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 11

BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 3 of 5 SHEETS

Applicant ADAM HENDRI PTU

Delegate of the Authority/Executive

David Pryce
 Registrar-General

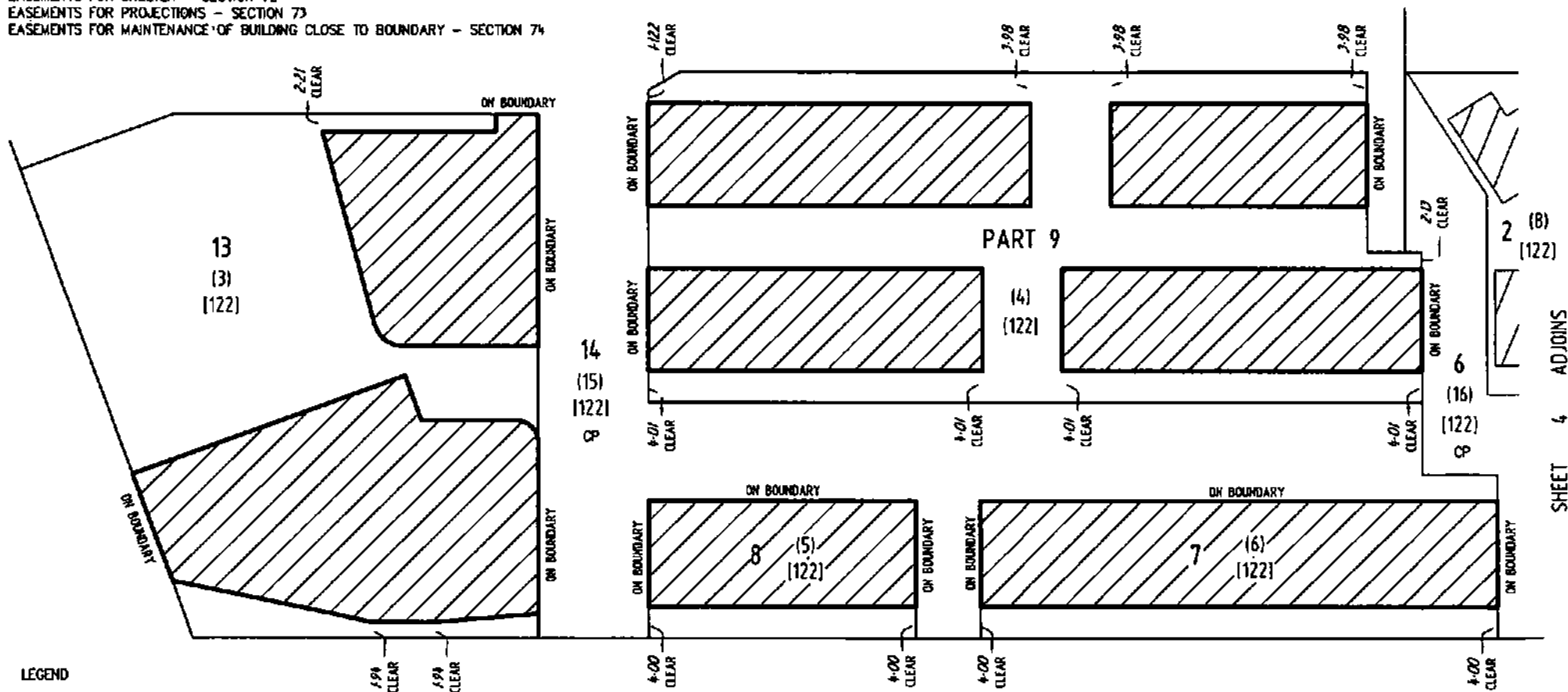
LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500

SITE PLAN:
 BUILDING ENVELOPE OVERLAY
 COMMUNITY TITLE
 SCHEME No

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS



LEGEND

BUILDING ENVELOPE

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

(1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

[122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS

CP DENOTES COMMON PROPERTY

NEGUS

CRESCENT

NOTE

- STAGE 1 LOTS 1 - 6
- STAGE 2 LOTS 7 - 14

BUILDING FOOT PRINT AT GROUND LEVEL

SHEET No 5 of 5 SHEETS

Jonathan Tuckey
Applicant

Inma Sore
Delegata of the Authority/Executive

David Pryce
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY

Scale 1:500 0 5 10 15 20 METRES

SITE PLAN:
BUILDING ENVELOPE OVERLAY

COMMUNITY TITLE
SCHEME No 36

SHEET 4 ADJOINS

NØRREBRO
WATSON

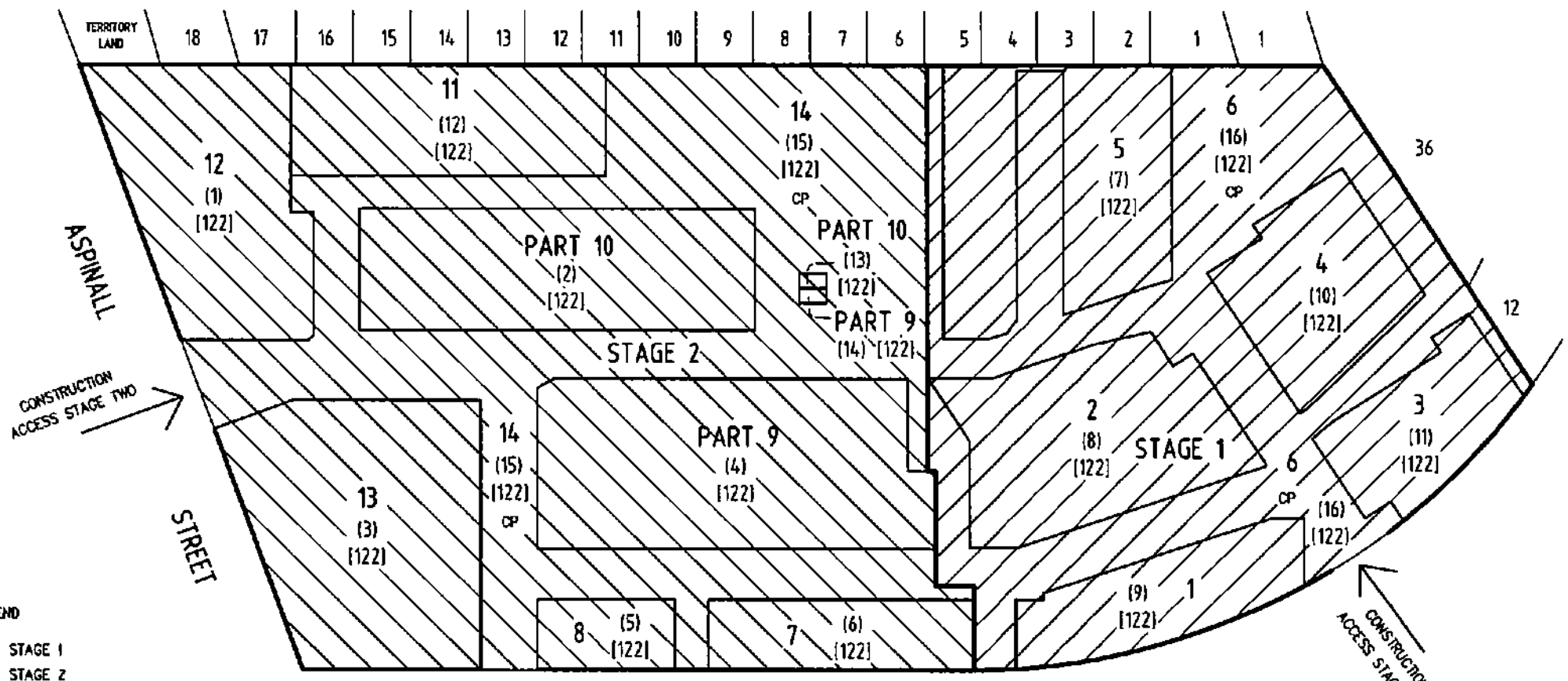
Community Title Scheme – Staging Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- STAGE 1
- STAGE 2
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

Jonathan Tuckey
JOHANNAN TUCKEY
Applicant

Ima Sore
Ima Sore
Delegate of the Authority/Executive

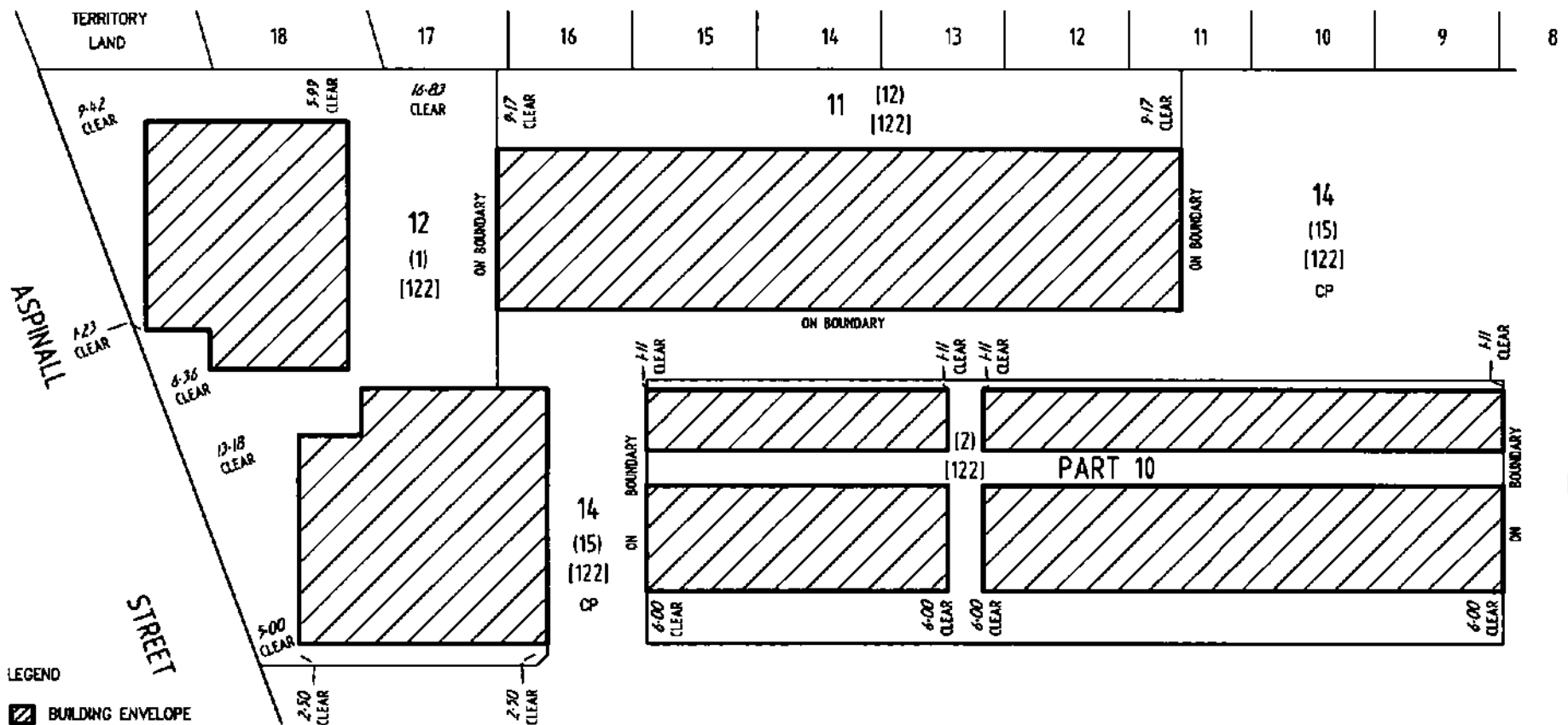
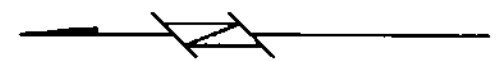
David Pryce
David Pryce
Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:1000
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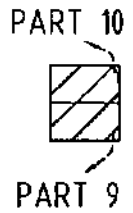
STAGING PLAN
COMMUNITY TITLE
SCHEME No 36

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



- LEGEND**
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY



SHEET 2 ADJOINS

SHEET 3 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 1 of 4 SHEETS

Adam Henderson
 Applicant **ADAM HENDERSON**

Imma Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500

BUILDING ENVELOPE PLAN
 COMMUNITY TITLE
 SCHEME No 36

NØRREBRO
WATSON

Community Title Scheme – Building Envelope Plan

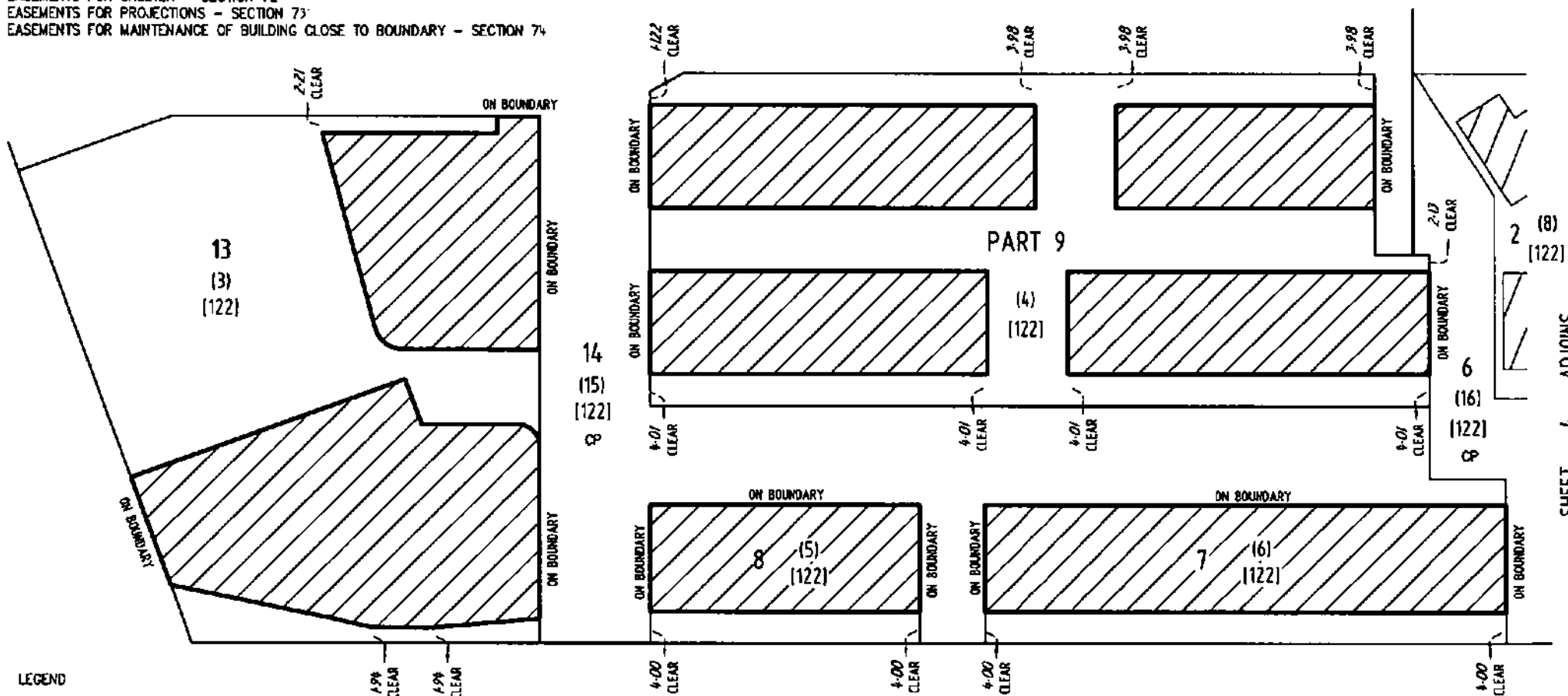
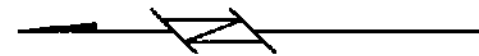
Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS



LEGEND

- BUILDING ENVELOPE
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- {122} DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NEGUS

CRESCENT

NOTE

- STAGE 1 LOTS 1 - 6
- STAGE 2 LOTS 7 - 18
- BUILDING FOOT PRINT AT GROUND LEVEL
- SHEET No 3 of 4 SHEETS

Signature
Signature
 Applicant **ADAM HOVACKA**

Signature
Signature
 Delegate of the Authority/Executive

Signature
 David Pryce
 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500
 0 5 10 15 20 METRES

BUILDING ENVELOPE PLAN
 COMMUNITY TITLE
 SCHEME No 36

SHEET 4 ADJOINS

NØRREBRO
WATSON

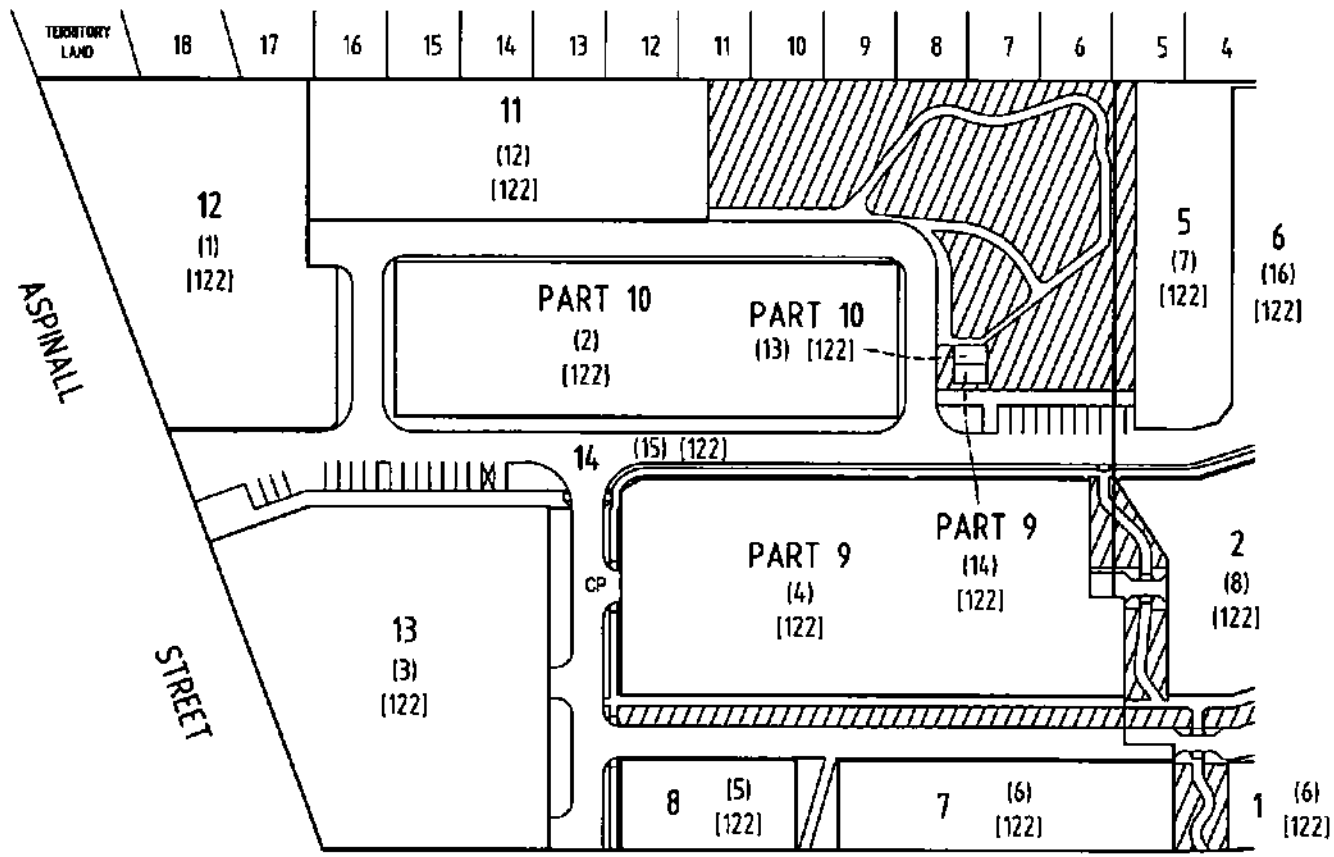
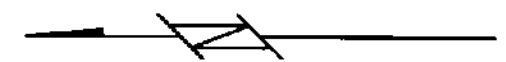
Community Title Scheme – Landscape Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

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- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

☐ LANDSCAPE AREAS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

(1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

[122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS

CP DENOTES COMMON PROPERTY

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 1 of 2 SHEETS

Adam Hewarth
Applicant **ADAM HEWARTH**

Ima Sare
Delegate of the Authority/Executive

David Pryce
Registrar-General
REGISTRAR GENERAL
AUSTRALIAN CAPITAL TERRITORY

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:1000
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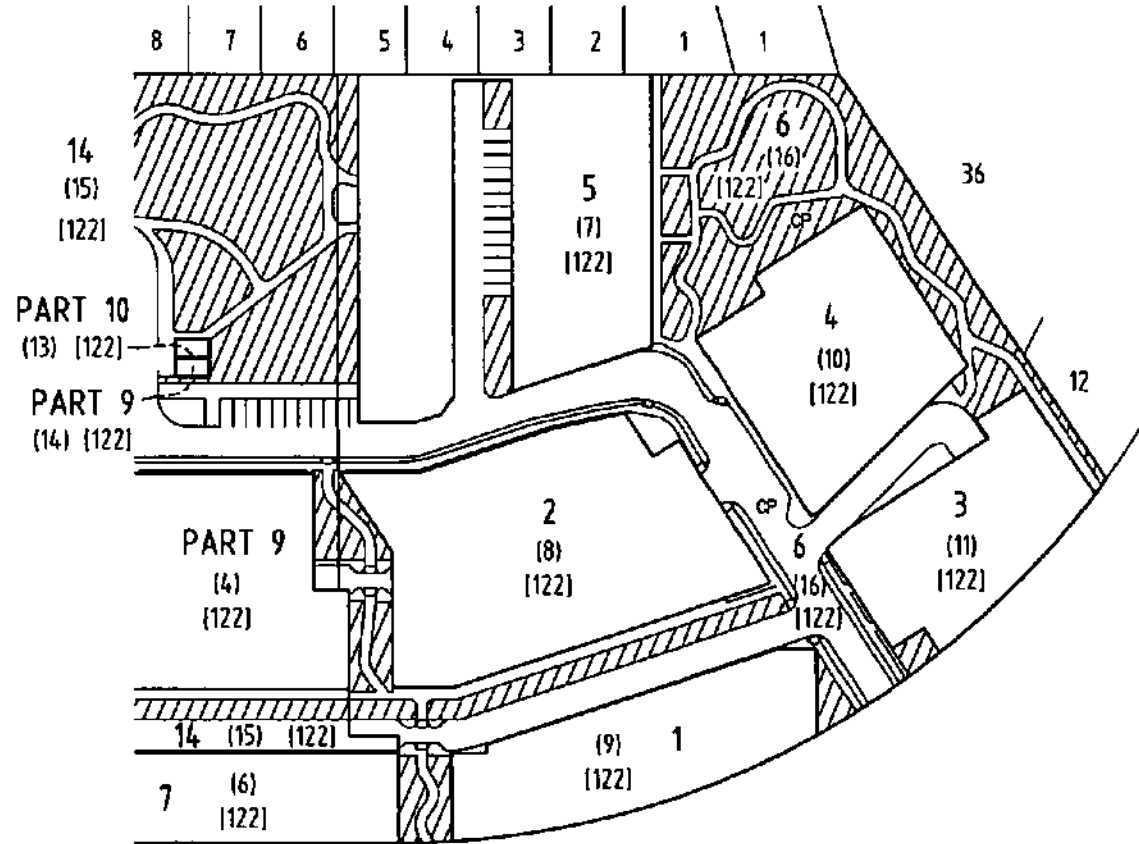
LANDSCAPE PLAN
COMMUNITY TITLE
SCHEME No 36

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



SHEET 1 ADJOINS



LEGEND

- LANDSCAPE AREAS
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 2 of 2 SHEETS

Jonathan Tarkenton
Applicant **ADORN DEVELOPERS**

Ima Sare
Delegate of the Authority/Executive

David Pryce
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY

Scale 1:1000 0 5 10 20 30 40 50 METRES

LANDSCAPE PLAN

COMMUNITY TITLE
SCHEME No 36

NØRREBRO
WATSON

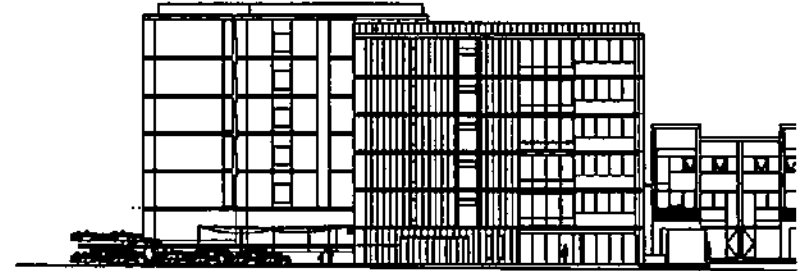
Community Title Scheme – Elevation Plan and Building Appearance Sketches

Lots 1 – 14

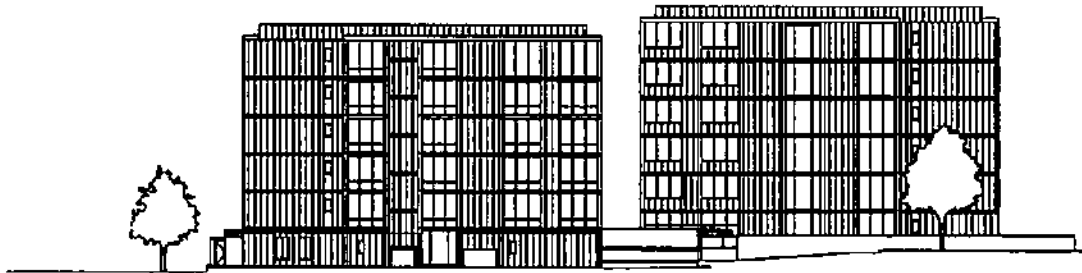
Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson



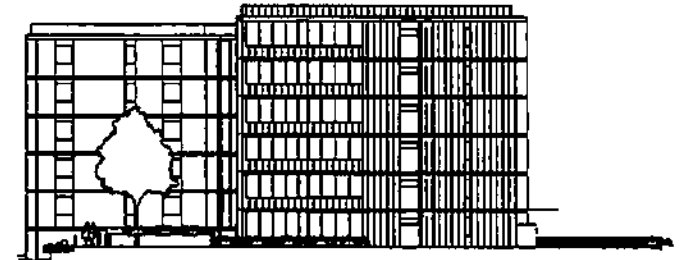
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

BLOCK 1

SHEET No 1 of 11 SHEETS

Jonathan Trenchard
Adam Henderson
 Applicant *ADAM HENDERSON*

Ima Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No 36



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

BLOCK 2

SHEET No 2 of 11 SHEETS

Adam Hewitt
Applicant **ADAM HEWITT**

Imma Sore
Delegata of the Authority/Executive

David Pryce
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN

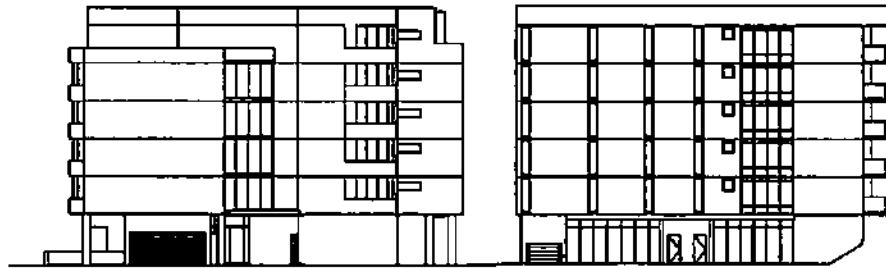
COMMUNITY TITLE
SCHEME No 36



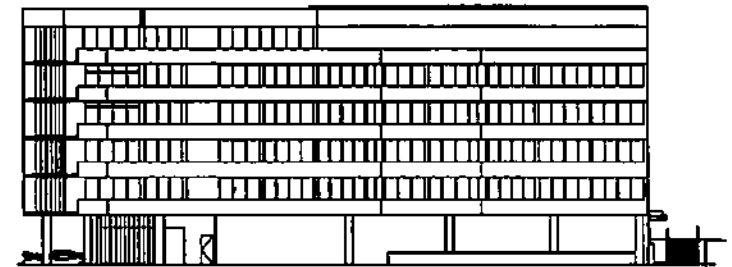
NORTH ELEVATION



EAST ELEVATION



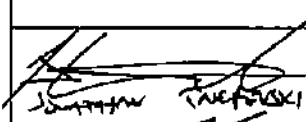
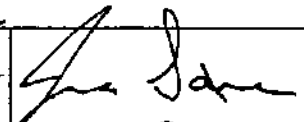
SOUTH ELEVATION



WEST ELEVATION

SHEET No 3 of 11 SHEETS

BLOCK 3


 Applicant **ADAM HONARY**

 Delegate of the Authority/Executive


 David Pryce
 Registrar-General
 Registrar-General



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No 36



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



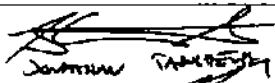
EAST ELEVATION

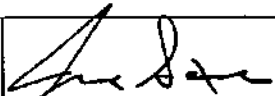


WEST ELEVATION

BLOCK 4

SHEET No 4 of 11 SHEETS


Applicant **ADAM HENRY**


Delegate of the Authority/Executive


David Pryce
Registrar-General 
Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION




WEST ELEVATION

BLOCK 5/6

SHEET No 5 of 11 SHEETS

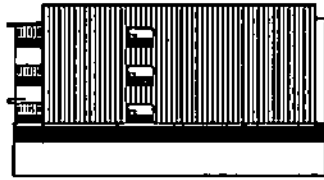
Jonathan Ratchewski
Adam Hendry
Applicant

Imma Sore
Delegate of the Authority/Executive

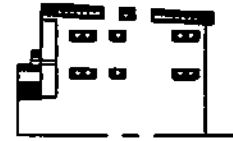
David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:2A

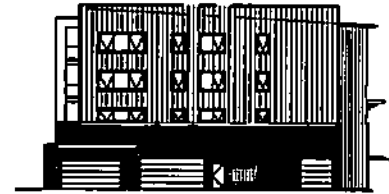
ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



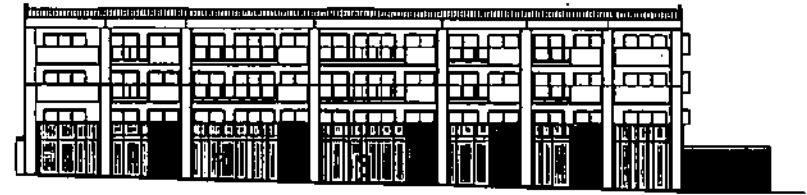
EAST ELEVATION



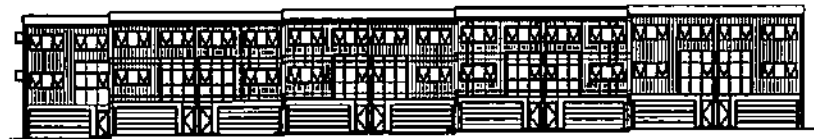
WEST ELEVATION



NORTH ELEVATION



NORTH ELEVATION



BLOCK 7

SOUTH ELEVATION



SOUTH ELEVATION

SHEET No 6 of 11 SHEETS

John Paul TANCHEVSKI
John Paul TANCHEVSKI
 Applicant, *John Paul TANCHEVSKI*

Imma Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General
 Registrar-General



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No 36



SOUTH ELEVATION BUILDING HA



NORTH ELEVATION BUILDING HA



WEST ELEVATION BUILDING HA



EAST ELEVATION BUILDING HA



SOUTH ELEVATION BUILDING HB



NORTH ELEVATION BUILDING HB



WEST ELEVATION BUILDING HB




EAST ELEVATION BUILDING HB

BLOCK 8

SHEET No 7 of 11 SHEETS

Adam Horowitz
Applicant **ADAM HOROWITZ**

Ima Sare
Delegate of the Authority/Executive

David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:24

ELEVATION PLAN

COMMUNITY TITLE
SCHEME No 36



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION




SOUTH ELEVATION

BLOCK 9

SHEET No 8 of 11 SHEETS

Adam Howarth
Applicant **ADAM HOWARTH**

Ima Sore
Delegates of the Authority/Executive

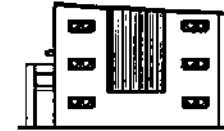
David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



WEST ELEVATION



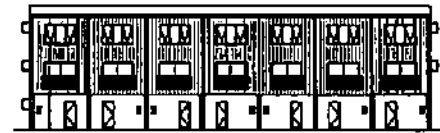
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



BLOCK 10

SHEET No 9 of 11 SHEETS

Signature
Applicant *ROAM HENRIKSEN*

Signature
Delegata of the Authority/Executive

Signature
David Pryce
Registrar-General

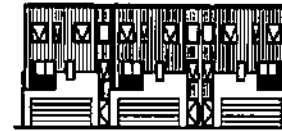


LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



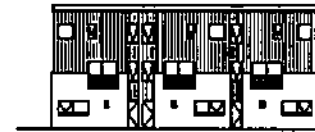
NORTH ELEVATION BUILDING LA



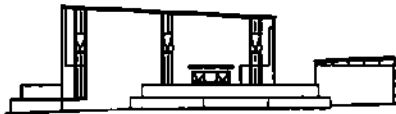
NORTH ELEVATION BUILDING LB



SOUTH ELEVATION BUILDING LA



SOUTH ELEVATION BUILDING LB



WEST ELEVATION BUILDING LA



WEST ELEVATION BUILDING LB



EAST ELEVATION BUILDING LA




EAST ELEVATION BUILDING LB

BLOCK 11

SHEET No 10 of 11 SHEETS

Adam Hendry
Applicant **ADAM HENDRY**

Ima Sare
Delegate of the Authority/Executive

David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

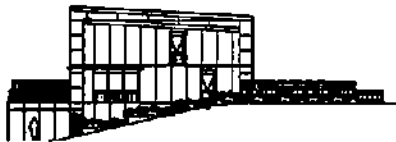
ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



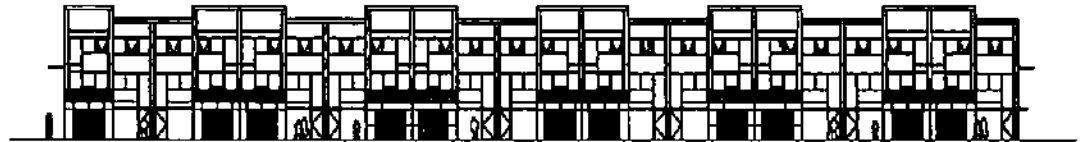
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

BLOCK 12

SHEET No 11 of 11 SHEETS

Adam Henrichs
Applicant **ADAM HENRICHS**

Imma Sore
Delegate of the Authority/Executive

David Pryce
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36

NØRREBRO
WATSON

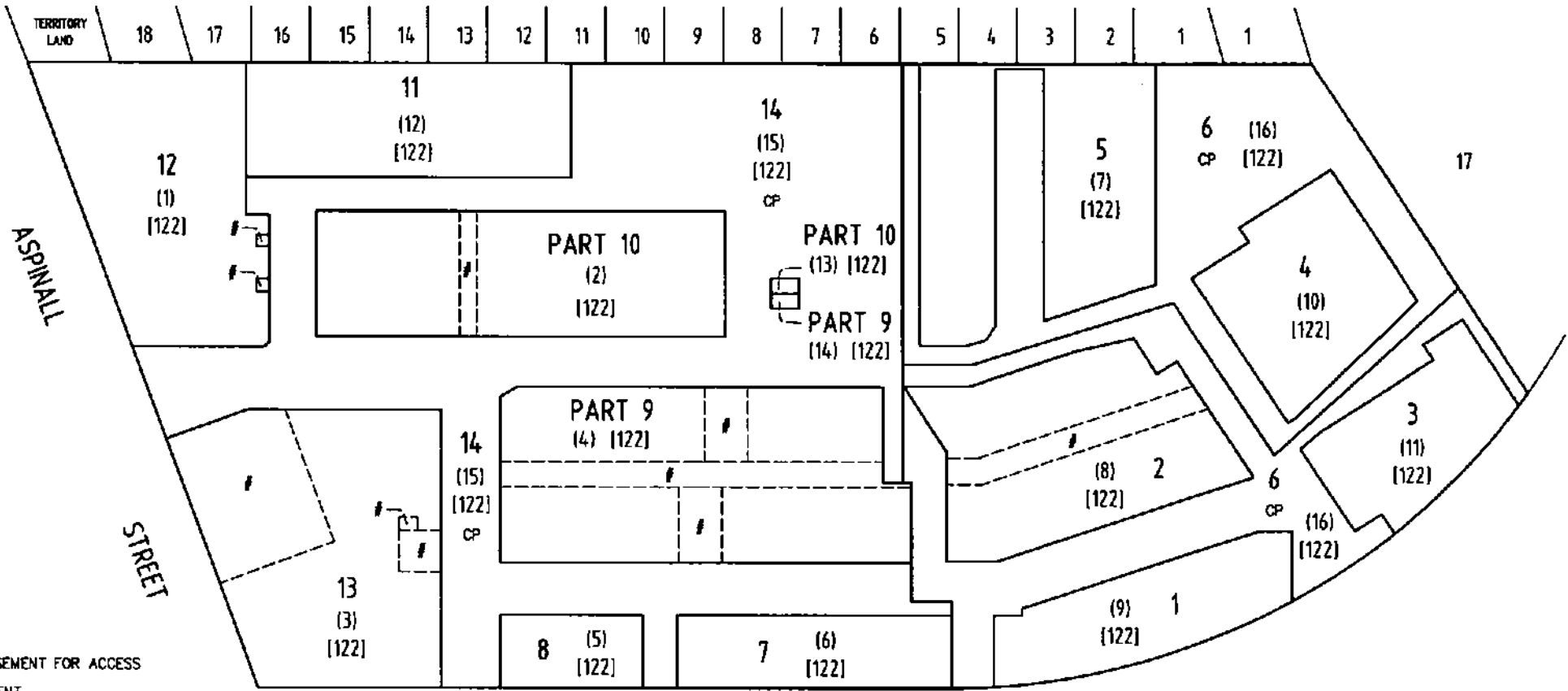
Community Title Scheme – Easement Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

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- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74




LEGEND
 --- EASEMENT FOR ACCESS
 # EASEMENT
 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 CP DENOTES COMMON PROPERTY

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

Johnnie Mackenzie
Ima Sore
 Applicant **ADAM HUNTER**

Ima Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

 Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
 Scale 1:1000
 0 5 10 20 30 40 50 METRES

EASEMENT PLAN
COMMUNITY TITLE
SCHEME No 36

NØRREBRO
WATSON

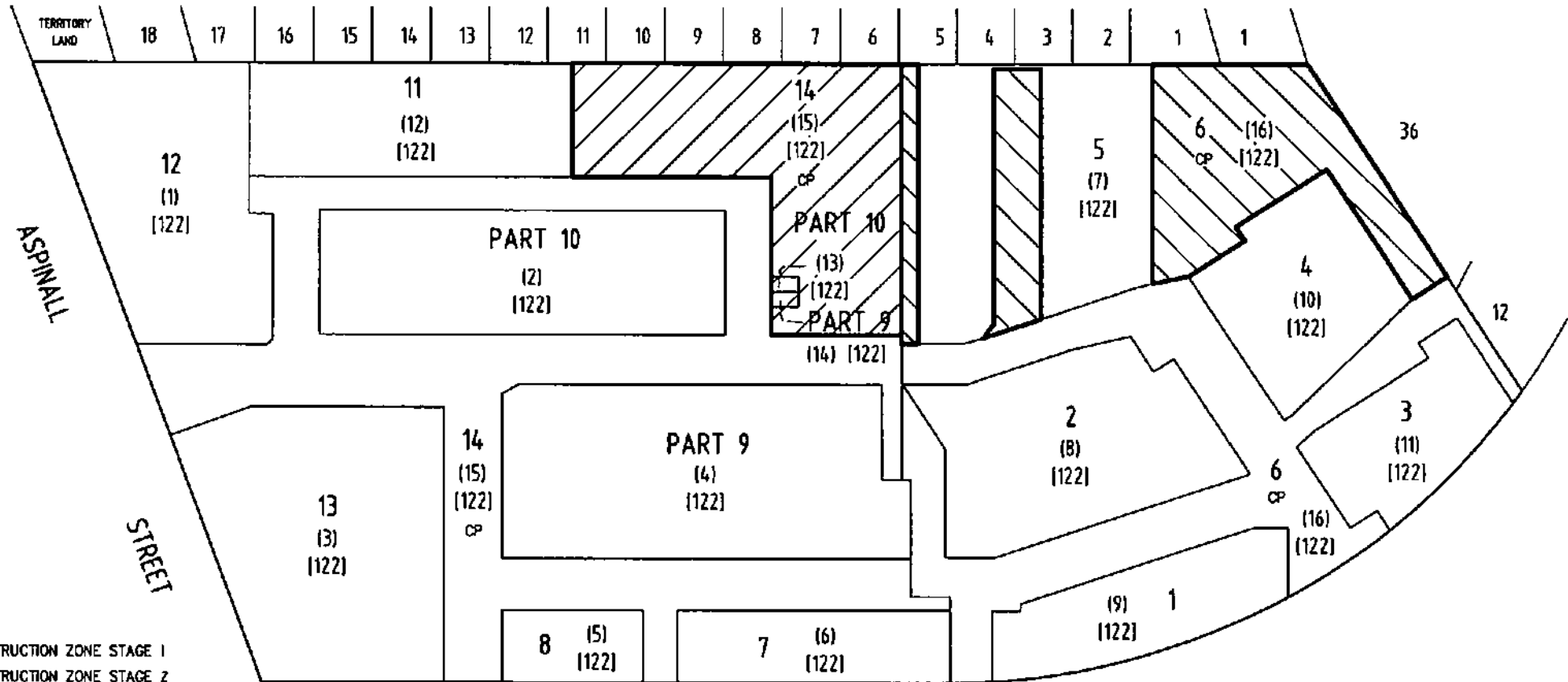
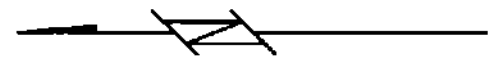
Community Title Scheme – Construction Zone Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



- LEGEND**
- CONSTRUCTION ZONE STAGE 1
 - CONSTRUCTION ZONE STAGE 2

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY


NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

Jonathan Denczewski
 Applicant

Imma Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General



Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY

Scale 1:1000
 0 5 10 20 30 40 50 METRES

CONSTRUCTION ZONE

COMMUNITY TITLE SCHEME No 36

Attachment 4 Lot Entitlement Schedule

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson



Our reference: 10422025

26 June 2020

Hamish Wise
HTI Group
hwise@htigroup.com.au

Dear Hamish,

Re | Community Entitlements Section 122 Watson

Please refer to the following schedule for the entitlements of each block.

Block No	Community Entitlement	CTS Lot Number
1	119	12
2	98	Part 10
3	122	13
4	121	Part 9
5	33	8
6	61	7
7	89	5
8	87	2
9	66	1
10	74	4
11	52	3
12	78	11
13		Part 10
14		Part 9

1000

Opteon (ACT) Pty Ltd

ABN 84 164 218 722

2/113 Canberra Avenue, Griffith, ACT 2603

P (02) 6248 7837 E act.instructions@opteonsolutions.com

F (02) 6232 6233 W www.opteonsolutions.com

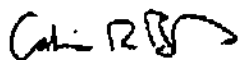
SOLUTIONS WITH EXCELLENCE

Liability limited by a scheme approved under Professional Standards Legislation

These assessments are only to be relied upon for the purpose of determining the Community Entitlement under the Community Titles Act 2001. The proposed schedule of community entitlement is reasonable, having regard to the prospective relative values of the lots on completion, as at 2 March 2020. This is based on the site inspection on 2 March 2020 and the proposed deposited plan annexed herein.

For further enquiries please contact the writer below.

Kind regards,



Calvin Rogers AAPI CPV, BCom, MProDev

Director

API No: 74018

PH 0410 521 659

calvin.rogers@opteonsolutions.com

3356170



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

TRANSFER AND GRANT OF EASEMENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
LJ HOOKER STRATA ACT	infoact@ljhookerstrata.com.au	CT36 - NORREBRO	1800 383 333

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
3017:101	WATSON	122	19	-

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
3017:91	WATSON	122	1	-

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

The Body Corporate - Community Title Scheme No. 36

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

HTI Watson Pty Limited ACN 611 569 138

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement to permit overhanging awning.

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –

A easement to permit an overhanging awning encroaching on the Servient Tenement at a height and in a position indicated on the plan in the attached Deed of transfer and grant of easement.

CONSENTING PARTY – SUPPORTING DOCUMENTATION

Please complete and attach – Form 042 – C – Consent (One form required for each party required to consent)

RECITAL DOCUMENT

Please complete and attach the recital document

DATE – GRANTOR / SERVIENT TENEMENT

21/11/2024

CERTIFICATION *Delete the inapplicable

Grantor / Servient Tenement

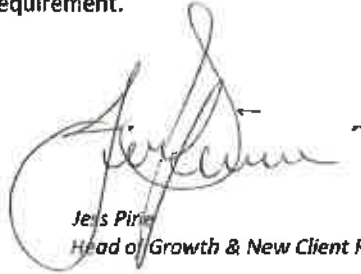
*The Certifier has retained the evidence to support this Registry Instrument or Document.

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

Signed By:



Dorothy Dib
Administration Manager



Jeis Pirie
Head of Growth & New Client Relations



for:
LJ Hooker Strata ACT Pty Ltd

for and on behalf of:
The Body Corporate Unit Title Scheme No. 36

on behalf of the Grantor / Servient Tenement

CERTIFICATION *Delete the inapplicable

Grantee / Dominant Tenement

*The Certifier has taken reasonable steps to verify the identity of the Grantee / Dominant Tenement or his, her or its administrator or attorney.

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

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

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

Signed By:



<Name of certifying party>
<Capacity of certifying party>

~~Edward Campbell~~ Georgia Titusman
Legal practitioner

for: <Company name>

Clayton Utz

on behalf of the Grantee / Dominant Tenement

OFFICE USE ONLY

Lodged by	LMT	Registered date / by	LMT - 11/12/2024
Data entered by		Attachments/Annexures	Consent + Recital

VOI category 3 sighted

CLAYTON UTZ

Deed of transfer and grant of easement

The Body Corporate - Community Title Scheme No. 36
Grantor

HTI Watson Pty Limited as trustee for the HTI Watson Unit Trust
Grantee

Clayton Utz
Level 10, NewActon Nishi
2 Phillip Law Street
Canberra ACT 2601
GPO Box 9806
Canberra ACT 2601
Tel +61 2 6279 4000
Fax +61 2 6279 4099
www.claytonutz.com

Our reference 23644/81042433

L\355809477.2

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Deed of transfer and grant of easement

Date

Parties

The Body Corporate - Community Title Scheme No. 36 ABN 78 426 253 128 of C/- LJ Hooker [insert details] 1st Floor, 182-200 City Walk, Canberra ACT 2601
(Grantor)

HTI Watson Pty Limited ACN 611 569 138 as trustee for the HTI Watson Unit Trust ABN 68 158 141 026 of 1/157 Flemington Road, Mitchell ACT 2911 (Grantee)

Background

- A. The Grantor is the Crown lessee of the Servient Tenement.
- B. The Grantee is the registered proprietor of the Dominant Tenement.
- C. The Grantor grants to the Grantee the easement and rights on the terms contained in this deed.
- D. The Grantee accepts the grant of the easement in accordance with the terms contained in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Building means the building situated on the Dominant Tenement.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Dominant Tenement means Block 1 Section 122 in the Division of Watson.

Easement Transfer Form means the ACT Land Titles Form 080 – TGE (Transfer and grant of easement) set out in Annexure A.

Encroachment means the awning attached to the southern side of the Building that encroaches into the Servient Tenement.

Grantee's Rights means the rights granted under clause 2.1.

Servient Tenement means Block 19 Section 122 in the Division of Watson.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;



- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "includes" in any form is not a word of limitation.

2. Grant of easement to permit Encroachment

2.1 Grant and Grantee's Rights

- (a) The Grantor grants to the Grantee an easement to permit the Encroachment to overhang the Servient Tenement at a height and in a position indicated on the plan in Annexure B on the terms, conditions and restrictions contained in this deed.
- (b) The Grantee and its contractors may enter the Servient Tenement upon reasonable notice (or without notice in the event of an emergency) to repair or maintain the Encroachment. The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to the Grantor and occupiers of the Grantor's Land and must make good any damage caused in the exercise of such right of entry.

2.2 Grantor's covenant

The Grantor must not do or allow anything to be done to damage the Encroachment.

2.3 Grantee's covenant

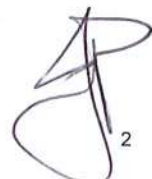
The Grantee must keep the Encroachment in good repair and condition at its own cost, including works of a structural or capital nature.

2.4 Registration

- (a) The Grantor must arrange for three original copies of the Easement Transfer Form to be executed and provided to the Grantee on the date of this deed.
- (b) So that the easement created by this deed can be registered each party must promptly, when reasonably required by the other, sign all relevant registration forms and obtain and produce to the ACT Land Titles Office any consent required from any person having any interest in that party's land.

2.5 Benefit and burden

- (a) The benefit and burden of the easement created by this deed passes with the Dominant Tenement and the Servient Tenement respectively.
- (b) Each promise made in this deed binds the successors in title of the person making that promise and is for the benefit of the person to whom it is made and their successors in title.



2

2.6 Inconsistency with rules of the Grantor

The by-laws or management statement of the Grantor do not override the Grantee's Rights or the Grantor's obligations under this deed.

3. Indemnities and releases

3.1 Grantee accepts risk

The Grantee uses the Servient Tenement and exercises the Grantee's Rights at its own risk.

3.2 Indemnity

The Grantee is liable for and indemnifies the Grantor against any Claim arising from or incurred in connection with:

- (a) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of the Grantee or its contractors or the exercise of the Grantee's Rights; or
- (b) the failure by the Grantee to observe or perform any of the Grantee's covenants or agreements contained in this easement.

3.3 Release

The Grantee releases the Grantor from and agrees that the Grantor is not liable for any Claim arising from or incurred in connection with:

- (a) any loss of or damage to personal property of the Grantee; or
- (b) the Grantor doing anything the Grantor is permitted or obliged to do under this easement.

4. Surrender or subdivision

4.1 Surrender of Crown lease

If:

- (a) the Grantor surrenders its Crown lease in respect of the Servient Tenement;
- (b) the Grantee surrenders its Crown lease in respect of the Dominant Tenement; or
- (c) any other act, event, occurrence (other than the agreement of the Grantor and the Grantee) terminates, invalidates or renders the grant of the easement created by this deed wholly or partially void,

the Grantor and the Grantee must as soon as practicable do all things necessary to:

- (d) enter into a replacement deed on substantially the same terms as this deed; and
- (e) do all things necessary to ensure that at all times the Dominant Tenement enjoys and has the benefit of an easement to permit the Encroachment to overhang the Servient Tenement.



4.2 Benefit of easement following subdivision

Each party acknowledges that following subdivision of either the Servient Tenement or the Dominant Tenement, whether under the Unit Titles Act 2001 or otherwise, the easement granted and the Grantee's Rights will continue to subsist.

5. Notices

5.1 How Notice to be given

Each communication (including each notice, consent, approval, waiver, request and demand) (**Notice**) under or in connection with this deed:

- (a) must be given to a party:
 - (i) using one of the following methods (and no other method) namely, hand delivery, courier service or prepaid express post; and
 - (ii) using the address or other details for the party set out in this deed (or as otherwise notified by that party to each other party from time to time);
- (b) must be in legible writing and in English; and
- (c) must be signed by the party giving the Notice (**Sending Party**) or by a person duly authorised by the Sending Party.

5.2 When Notice taken to be received

Without limiting the ability of a party to prove that a Notice has been given and received at an earlier time, each Notice under or in connection with this deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery; or
- (b) (in the case of prepaid express post) on the second Business Day after the date of posting.

6. General

6.1 Amendments

Unless this deed expressly states otherwise, this deed may only be amended by a document signed by each party.

6.2 Assignment, novation and other dealings

A party must not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

6.3 Consents and approvals

A consent or approval required under this deed from a party:

- (a) may not be unreasonably withheld or delayed, unless this deed expressly states otherwise; and
- (b) is only effective and binding on that party if it is given or confirmed in writing and signed by that party.



6.4 Counterparts

This deed may be executed in any number of counterparts by or on behalf of a party and by the parties in separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

6.5 Electronic signatures

- (a) Each party warrants that immediately prior to entering into this deed it unconditionally consented to:
 - (i) the requirement for a signature under any law being met; and
 - (ii) any other party to this deed executing it,by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.
- (b) Without limitation, the parties agree that this deed may be exchanged by hand, post, facsimile or any electronic method that evidences a party's execution of this deed, including by a party forwarding a copy of its executed counterpart by hand, post, facsimile or electronic means to the other party.

6.6 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) constitutes the entire agreement and understanding of the parties; and
- (b) supersedes any prior agreement or understanding of the parties (whether written or otherwise).

6.7 Expenses

Unless this deed expressly states otherwise, each party must bear its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

6.8 Further acts and documents

Each party must, if requested by another party, promptly do all further acts and execute and deliver all further documents reasonably necessary to give effect to this deed.

6.9 Governing law

This deed is governed by and is to be construed according to the law applying in the Australian Capital Territory.

6.10 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings

have been brought in an inconvenient forum, if that venue falls within clause 6.10(a).

6.11 GST

- (a) For the purpose of this clause unless the context otherwise requires:
- (i) **GST Legislation** means A New Tax System (Goods and Services Tax) Act 1999 and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such Acts;
 - (ii) **Applicable GST** has the meaning ascribed to it in clause 6.11(b);
 - (iii) **GST** means any tax imposed by or through the GST Legislation on a supply (without regard to any input tax credit);
 - (iv) **Recipient** means the party treated by the GST Legislation as the recipient of a supply from the Supplier;
 - (v) **Representative** means a representative member of a GST group to which the relevant Supplier belongs;
 - (vi) **Supply** means any supply (within the meaning which it bears in the GST Legislation) by the Supplier under this deed;
 - (vii) **Supplier** means any party to this deed treated by the GST Legislation as making a taxable supply under or in connection with this deed;
 - (viii) where any other term is used in this clause which is defined in the GST legislation it shall have the meaning which it bears in the GST Legislation.
- (b) In the case of a Supply which is a taxable supply:
- (i) the consideration payable or otherwise provided (apart from under this clause) to the Supplier (under the other provisions of this deed) will be increased by an amount equal to the Applicable GST;
 - (ii) the Applicable GST shall be the GST payable on the Supply;
 - (iii) the Applicable GST shall be added to the consideration payable or otherwise provided (apart from under this clause) for the Supply under the other provisions of this deed so as to form an additional part of the consideration for the Supply.
- (c) The Recipient will pay on demand to the Supplier an amount equal to any increment in consideration which is payable under this clause in respect of any Supply, and such amount will be a debt due and owing by the Recipient to the Supplier which is recoverable without setting off any refund or counter claim.
- (d) The Supplier shall provide the Recipient with tax invoices and/or adjustment notes in relation to the Supply (but shall not be obliged or requested to create such invoices for amounts in excess of amounts received from the Recipient) and do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any input tax credit available to the Recipient in respect of the Supply.
- (e) Where the consideration for a Supply consists (in whole or in part) of the recovery by the Supplier of all or a proportion of the Supplier's costs, the amount recoverable

shall be reduced by the amount (or the corresponding proportion) of the input tax credits available to the Supplier in respect of such costs and then increased by any Applicable GST under clause 6.11(b).

- (f) In the event that liability for payment of GST in respect of a Supply under this deed is imposed upon a Representative of a Supplier this clause shall nonetheless apply and the Adjustments shall be calculated in all respects as if the Supplier was liable for the GST imposed on such Supply and entitled to input tax credits properly allocated to the making of that Supply.

6.12 No reliance

Each party acknowledges and warrants that it does not enter into this deed in reliance on any conduct (including any representation, statement, warranty or forecast) by or on behalf of any other party, except as expressly stated in this deed.

6.13 Operation of indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiry of this deed.
- (b) It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

6.14 Severance

To the extent a provision of this deed is or becomes illegal, void or unenforceable, that provision (or the relevant part) will be severed, and the remainder of this deed has full force and effect.

6.15 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing and signed by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.



CLAYTON UTZ

Executed as a deed.

Signed, sealed and delivered for and on behalf of The Body Corporate - Community Title Scheme No. 36:

:

Signature of witness

DOROTHY DIB

Full name of witness



Signature of authorised person

Jessie Pirie

Full name of authorised person

Executed by HTI Waton Pty Limited as trustee for the HTI Watson Unit Trust in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

JONATHAN TANCHEVSKY

Full name of above signatory

Signature of company secretary/director

ADAM LAIRD HOWARTH

Full name of above signatory

CLAYTON UTZ

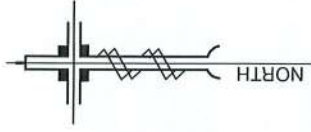
Annexure A – Easement Transfer Form

A handwritten signature in black ink, appearing to be 'A. Utz', located in the bottom right corner of the page.

CLAYTON UTZ

Annexure B – Plan of Encroachment

A handwritten signature in black ink, appearing to be the initials 'CU' or similar, located in the bottom right corner of the page.



NOTES

- THIS PLAN HAS BEEN PREPARED FOR IDENTIFICATION PURPOSES FOR EXCLUSIVE USE BY THE CLIENT IN THIS MATTER ONLY.
- NOT TO BE USED FOR BOUNDARY DEFINITION, FURTHER SURVEY AND BOUNDARY MARKING MAY BE NECESSARY PRIOR TO ANY FUTURE DEVELOPMENT
- SURVEY DATA SHOWN ON THIS PLAN IS CORRECT AT DATE OF SURVEY
- THIS IS THE SKETCH PLAN REFERRED TO IN, AND ANNEXED TO, OUR REPORT TO PIER PROJECTS DATED 23 SEPTEMBER 2024

**BLK 1
SEC 122**

BEECHWORTH STREET

31.245

569.1

PROPOSED
EASEMENT FOR ACCESS
LIMITED IN HEIGHT
TO RL:607.40

PROPOSED
EASEMENT FOR ACCESS
LIMITED IN HEIGHT
TO RL:607.40

BLOCK BUILDING
UNDER CONSTRUCTION

(0.08 AWNING OVER)
(0.02 BLOCK CLEAR)

(1.04 AWNING OVER)

AWNING

(1.05 AWNING OVER)

30.30

(0.07 AWNING OVER)
(0.03 BLOCK CLEAR)

5.60

9.005

PROJECT
AWNING IDENTIFICATION SURVEY OF BLK 1 SEC 122 DP 11671
1 BUNINYONG STREET, WATSON

CLIENT PIER PROJECTS

DATUM: AHD
CONTOUR INTERVAL: N/A
OUR REF: 3560

SURVEYED: SP
DRAWN: SP
CHECKED: TD

SCALE: 1:150 (A4)
PLAN REF: 3560-AWNINGIDENT
DATE: 23rd SEPTEMBER 2024

Thomas Darroby
THOMAS DARROBY
REGISTERED SURVEYOR
Ph: 02 7204 6295
tom@tsdsurveying.com.au



CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator 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*.

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3017:91	Watson	122	1	

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

National Australia Bank Limited ACN: 004 044 937

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

Application to Register a Transfer and Grant of Easement with HTI Group Pty Ltd as registered proprietor

CERTIFICATION *Delete the inapplicable

Applicant

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

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

Signed By:

Bank Officer Signature

ROSS McGRATH
BUSINESS BANKING MANAGER

Bank Officer Name

Bank Officer

For: National Australia Bank Limited ABN 12 004 044 937

on behalf of the Lessor/Lessee/Mortgagee



Chief Minister



SR\$3393359

03/07/2025 07:12:23 TARA

LES

TARA

rate

3393359

JN

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		CRN: UP xxxxx
Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	1800 383 333

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3022: ⁹⁴⁹ 950	Watson	122	1	16480

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

minutes of meetings

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

Witness:

Fallon Skerbic
 Administration Manager, LJ Hooker Strata ACT
 Authorised Representative

Pascal Deschanel
 General Manager
 LJ Hooker Strata ACT Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

VOI Sighted X.....¹.....
 Change of Name by N/A.....
 Authority to Deal

ASIC N/A
 Category 3
 Signed by
 Date 31/7/25

--

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	10/07/2025





ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3022:950	Watson	122	1		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SR	3

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners of Units Plan 16480

MINUTES OF GENERAL MEETING

UNITS PLAN NO. 16480

MEETING DATE & TIME Monday 23 June 2025 at 1:00 pm

LOCATION Online via Zoom

The agenda lists the items of business and motions to be considered at the meeting.

APPOINTMENT OF CHAIR ACCEPTANCE OF PROXIES/ABSENTEE VOTES:

Roger – Chair

ATTENDANCE:

Gabi Miller – Unit 17

Roger Weerasooriya – Unit 6

Lindsey Davis – Unit 46

INSURANCE

Ordinary Resolution

- a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.
- b) That the Owners Corporation consider any new or outstanding insurance claims.
- 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.

Motion Carried

MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

Ordinary Resolution

That the minutes of the previous Annual General Meeting held 6 May 2025 are confirmed.

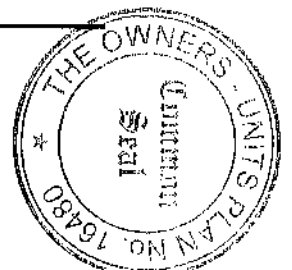
Motion Carried

MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

Ordinary Resolution

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

Motion Carried



1. Purpose and Use

The installation is solely for the purpose of safely containing a domestic cat, ensuring its wellbeing and preventing escape or injury, while maintaining the amenity of the complex.

2. Design and Visual Impact The cat mesh must:

- Be constructed from durable, UV-stabilised materials;
- Be of a neutral colour (such as black or grey) to minimise visual impact;
- Be installed in a way that does not materially alter the external appearance of the building.

3. Installation Requirements

- Installation must not damage common property or compromise building waterproofing or structural integrity;
- All installation must be carried out by a qualified tradesperson or under professional supervision.

4. Responsibility and Liability

- All costs associated with the installation, maintenance, repair, and potential removal of the mesh will be borne by the unit owner;
- The owner must indemnify the owners corporation against any damage or liability arising from the mesh.

5. Reversibility

- The cat mesh must be fully removable;
- Upon sale of the unit or at the direction of the owners corporation, the balcony must be restored to its original condition, at the owner's expense.

6. Compliance

- The installation must comply with the provisions of the *Unit Titles Management Act 2011 (ACT)*, particularly regarding alterations that do not affect the structural integrity or common property;
- The installation must not contravene any registered rules of the owners corporation.

Motion Carried



EXECUTIVE COMMITTEE AUTHORITY FOR MINOR BALCONY INSTALLATIONS **Special Resolution**

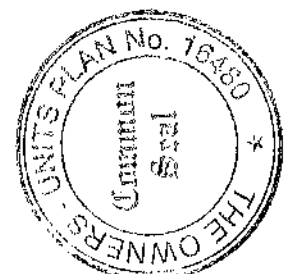
Purpose

To establish a streamlined approval process for minor, non-structural balcony installations such as cat mesh enclosures, which improve pet safety and do not materially affect the building's appearance or structure.

- o **Scope**
This rule applies to applications for small-scale, removable balcony enclosures (e.g., cat mesh) that are intended to provide safety for domestic pets and meet the conditions of Section 108 of the *Unit Titles Management Act 2011 (ACT)*.
- o **Authority Granted**
The Executive Committee is authorised to consider and decide on such applications **without referral to a general meeting**, provided:
 - The installation does **not affect structural integrity**,
 - The installation does **not substantially alter the external appearance** of the unit or building,
 - There is **no material impact on common property**.
- o **Application Requirements**
A written application must be submitted by the unit owner including:
 - Description and images of proposed installation,
 - Installation method and confirmation it is non-invasive,
 - A signed undertaking accepting all costs, liability, and responsibility for removal/restoration.
- o **Conditions of Approval**
Approvals may be granted subject to:
 - Use of neutral, low-visibility materials (e.g., black or grey UVresistant mesh),
 - No damage to waterproofing, walls, balustrades, or structural elements,
 - Full indemnity of the owners corporation against any associated risks or damages,
 - Reversibility and restoration to original condition when required.
- o **Right to Revoke**
The Executive Committee may revoke approval if:
 - The installation becomes unsafe or non-compliant,
 - Conditions of the approval are not adhered to.
- o **Review of Rule**
This rule may be amended or revoked by special resolution at a general meeting.

Motion Carried

There being no further business, Meeting was deemed closed at 1:33pm.





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3439453

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	16480	1800 383 333

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3022:949	Watson	122	1	16480

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
meeting	28/1/26

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

CERTIFICATION *Delete the inapplicable

Applicant

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

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

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

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

Signed By:

Fallon Louise Skerbic
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

--

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	JM 12/3/2026

VOI Sighted X.....¹.....

Change of Name by *Marriage cert*

Authority to Deal .. *employment*

ASIC *Sighted*

Category *3*

Signed by *M. G.*

Date *25/2/26*



Access
Canberra.

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

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3022:949	Watson	122	1		16480

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Annual meeting	7

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Owners Corporation of unit Plan 16480

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 16480

MEETING DATE	Wednesday 28 January 2026
MEETING TIME	5:30 PM
MEETING LOCATION	Zoom

MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 16480

DATE & TIME Wednesday 28 January 2026 at 5:30 PM
LOCATION Zoom
[https://ljhookerstrata-
au.zoom.us/j/9370775672?pwd=ka6RvZf39nCH3LlkRvUpkscXvgXBy8.1&omn=
=84273053633](https://ljhookerstrata-au.zoom.us/j/9370775672?pwd=ka6RvZf39nCH3LlkRvUpkscXvgXBy8.1&omn=84273053633) Meeting ID: 937 077 5672 Passcode: 376551

ATTENDANCE

Present

Roger Weerasooriya	Lot 6	In Person
Tara Primrose Lyons	Lot 10	In Person
Bradley James Burgess	Lot 19	In Person
David John Nowosad	Lot 35	In Person
Emma Elise Griffis	Lot 37	In Person
Joseph Kwon	Lot 57	In Person
Konrad Dudek-Bylinski	Lot 58	In Person
D Cihalova	Lot 63	In Person
Jiri Mikusek	Lot 63	In Person
Jack Murray Bouchier	Lot 67	In Person
Nikolaos Stamateiatis	Lot 76	In Person

In Attendance

Andrew Fenton - LJH Representative

Pre-Meeting Voting

Nil

Apologies

Nil

Proxy Holder Representing

Nil

Power of Attorney Representing

Nil

Nominees Representing

Nil

Chairperson

Joseph Kwon

QUORUM

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

Meeting opened on Wednesday 28 January 2026 at 5:30 PM

1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous Annual General Meeting held are confirmed.

MOTION CARRIED

2. INSURANCE

- a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.
- b) That the Owners Corporation consider any new or outstanding insurance claims.
- 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.

Secretarial note: Concerns were raised about the absence of flood cover. LJI also noted that the insurance premium was paid twice during the financial year, affecting the budget and leading to an additional levy before the meeting.

MOTION CARRIED

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for the financial year ending 30 Nov 2025.

MOTION CARRIED

4. ADMINISTRATIVE FUND

That the Corporation approves the proposed budget, and determines a levy equal to the Administrative Fund budget of \$192,086.00 for the period 01 December 2025 to 30 November 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 30 January 2026, 30 April 2026, 30 July 2026 & 30 October 2026

That the Corporation further agrees to issue the first instalment of the 2024-2025 financial year on 27 November 2025 at the agreed budget rate.

Secretarial note: The initial levy is due within 28 days of notice, not the first agreed instalment as stated in the agenda/minutes above.

MOTION CARRIED

5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$3,642.00 and agrees to determine a levy of \$45,264.00 equal to the proposed Sinking Fund income budget of for the period 01 December 2025 to 30 November 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 30 January 2026, 30 April 2026, 30 July 2026 & 30 October 2026.

MOTION CARRIED

6. ELECTRONIC VOTING

That the Owners Corporation adopts the the Electronic Voting Process and acknowledges that meetings can now be held via these means.

MOTION CARRIED

7. 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.

Secretarial note:

The group discussed Arcsite's role in managing maintenance and defect reporting, along with its associated costs. LJH suggested that owners could choose a less expensive 15-year maintenance plan instead of Arcsite's annual subscription. LJH also mentioned their team's app is free for all owners and handles multiple requests. Transitioning away from Arcsite would require consideration of existing signage. All owners agreed to obtain a quote for the alternative maintenance plan, and LJH will arrange quotes for removing Arcsite signage.

MOTION CARRIED

8. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

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

Secretarial note: Residents raised concerns about repeated fire alarm triggers and questioned Form 1's response. LJH will follow up, noting the delay in resolution has frustrated owners.

A beeping noise was reported from the fire pumping station near the bus stop on Aspinal St. LJH to ask the Building Manager about this.

MOTION CARRIED

9. LIFT CONTRACT ACCEPTANCE

That in accordance with s60 of the Unit Titles (Management) Act 2011, the Owners Corporation authorise KONE to perform the lift Servicing agreement for 3 years total. Annual cost: \$ 13,720.10 INC GST.

MOTION CARRIED

10. PLUMBING PPM CONTRACT ACCEPTANCE

That the owners corporation agrees to a plumbing planned and preventative maintenance contract.

Option 1: Level Plumbing - \$2,165.00

Option 2: Venture Plumbing - \$1,675.00

The owners present agreed to Venture Plumbing.

MOTION CARRIED

11. ELECTRICAL PPM CONTRACT ACCEPTANCE

The owners corporation agrees to an Electrical planned and preventative maintenance contract.

Option 1: Maritex: - \$2,695.00

Option 2: GMH Electrical - \$819.50.00

The owners present agreed to GMH Electrical.

MOTION CARRIED

12. BLANKET APPROVAL FOR FLOOR ALTERATION REQUESTS

Motion:

That the owners corporation resolves to grant the executive committee express authority to approve or refuse requests from unit owners to change flooring within their units, subject to the following conditions:

- 1. Compliance with the Unit Titles Management Act 2011 and the owners corporation's rules regarding noise transmission and common property alterations.*
- 2. All flooring installations must meet recognised industry acoustic standards to minimise noise transfer between units.*
- 3. Works must be carried out by a qualified and licensed professional, with evidence of credentials provided to the committee prior to approval.*
- 4. Owners must submit detailed specifications of proposed flooring, including acoustic ratings and installation method, for committee review.*

MOTION CARRIED

13. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

Ground floor door on the right near entrance keeps opening. Latch may be faulty.

Retaining wall still unfinished.

Downpipes on building 3 disjointed/disconnected. Owner to provide photos.

Water leak U6 above car park. Owner to provide photos.

MOTION CARRIED

14. EXECUTIVE COMMITTEE

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

Joseph Kwon - Chairperson
Bradley Burgess - Secretary
Konrad Dudek-Bylinski - Treasurer
Jiri Mikusek - Committee Member
Roger - Committee Member
Jack B - Committee Member

MOTION CARRIED

GENERAL BUSINESS

Discussed the security, cctv maybe not applicable, explained the fire break in.

Discussed roller door and quote from capital doorworks to increase sensitivity .

It as flagged that the building manager should remove and reapply lift curtains when needed,

Mirror within the basement may be worth looking at being installed to assist with blind spot.

Meeting closed on Wednesday 28 January 2026 at 7:16 PM

On behalf of the Secretary

All correspondence to:
The Secretary, Bradley James Burgess
182 - 200 City Walk
CANBERRA CITY ACT 2601
Email tim@lhookerstrata.com.au



LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	13	Block	1	Section	122	Suburb	WATSON
-------------	-----------	--------------	----------	----------------	------------	---------------	---------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="text" value="N/A"/>	()	()
Certificate Number:		Dated:

Please Note: There are no development covenants within the latest Unit Plans, therefore a Compliance Certificate is not applicable.

- | | |
|--|--------------|
| 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 : O'Connor Harris
 E-mail Address : contracts@oconnorharris.com.au
 Client Reference : 20260395

Date: 27-MAR-26 12:58:26



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

27-MAR-2026 12:58

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

Page 1 of 10

INFORMATION ABOUT THE PROPERTY

WATSON Section 122/Block 1/Unit 13

Building Class: A

Area(m2): 2,846.7

Unimproved Value: \$3,900,000

Year: 2024

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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

27-MAR-2026 12:58

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

Page 2 of 10

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202442860 **Lodged** 20-JUN-24 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and add waste and storage access rights for Block 17 Section 122 Watson.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	
Canberra Central	Watson	122	12-12	
Canberra Central	Watson	122	17-17	

-- Involved Parties -----

Role	Name
Lessee	The Owners - Units Plan No 15,
Lessee	Hti Watson Pty Limited
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Standard	Approval Conditional

Application DA202342385 **Lodged** 11-DEC-23 **Type** See Subclass

-- Application Details -----

Description

PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - proposed extension to the existing childcare, alterations to internal amenities and staff areas, outdoor landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	

-- Involved Parties -----

Role	Name
Lessee	Hti Watson Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

27-MAR-2026 12:58

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 10

Application DA202138745 **Lodged** 18-JUN-21 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - Consolidation of blocks 13, 14 and 15 and creation of service and waste easements. Realignment of the waste easement in block 1. Realignment of the Access easement within block 2. Realignment of the boundary between block 3 and 15 and creation of a public access easement. Realignment of the boundary between block 4 and 15. Subdivision of the Crown lease to create separate leases over the individual blocks. Signage on block 16.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	
Canberra Central	Watson	122	2-2	
Canberra Central	Watson	122	3-3	
Canberra Central	Watson	122	4-4	
Canberra Central	Watson	122	5-5	
Canberra Central	Watson	122	6-6	
Canberra Central	Watson	122	12-12	
Canberra Central	Watson	122	13-13	
Canberra Central	Watson	122	14-14	
Canberra Central	Watson	122	15-15	
Canberra Central	Watson	122	16-16	

-- Involved Parties -----

Role	Name
Lessee	Hti Watson Pty Limited
Lessee	The Body Corporate - Community
Applicant	Canberra Town Planning Pty Ltd
Representor	Meani, William

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

27-MAR-2026 12:58

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 10

Application DA202037637 **Lodged** 15-SEP-20 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - To vary the leases of blocks 1 - 15 by relocating the easement for access through block 8.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	
Canberra Central	Watson	122	7-7	
Canberra Central	Watson	122	8-8	
Canberra Central	Watson	122	9-9	
Canberra Central	Watson	122	10-10	
Canberra Central	Watson	122	11-11	

-- Involved Parties -----

Role	Name
Lessee	Hti Group Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Code Track	Approval Conditional



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

27-MAR-2026 12:58

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 10

Application DA201630707 **Lodged** 13-DEC-16 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201630707-S197X. Amendment to the development application for demolition of existing building and ancillary infrastructure, staged construction of a mixed use development comprising of residential, childcare centre, retail and community facilities, landscaping and associated works and Lease variation - Amendment to Building C only including building façade and layout, alteration to building design, increase in dwelling yield from 67 to 81 dwellings, basement configuration changes, amendments to elevations, landscape changes, and general on-site arrangement and programme changes resulting from the amendments.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-1	

-- Involved Parties -----

Role	Name



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

27-MAR-2026 12:58

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

Page 6 of 10

Application DA201630707 **Lodged** 13-DEC-16 **Type** See Subclass

Lessee	Hti Watson Pty Limited
Applicant	Canberra Town Planning Pty Ltd
Representor	William Meani
Representor	David Webster
Representor	Megan Mears
Representor	Clinton Jones
Representor	Susan Johnson
Representor	Emily Jones
Representor	Ashley Barber
Representor	Linda Wilson
Representor	Tina Wilson
Representor	Lynda Dyer
Representor	Shao Jun Lu
Representor	Kate Chetty
Representor	Rajesh Chetty
Representor	Joseph Bggerstaff
Representor	Jacqieline Tucker
Representor	Tomislav Vatavuk
Representor	Watson Community Association I
Representor	Samuel Cornell
Representor	Adam Flanagan
Representor	Sarah Gestier-Garstang
Representor	Webster, Adrian
Representor	Riches, Ben
Representor	Meani, William
Representor	Anderson, Jennifer
Representor	Chalk, W
Representor	05-Confidential Representation
Representor	Scully, Graham
Representor	Erson-Smythe, Matthew
Representor	Townson, Thomas
Representor	Mahmud, Mohammad
Representor	Subramaiah, Arvin
Representor	Callahan, Jane

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

27-MAR-2026 12:58

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

Page 7 of 10

Application DA201018608 **Lodged** 17-AUG-10 **Type** See Subclass

-- Application Details -----

Description

NONR-NEW BUILDING-PUMP ROOM. Proposal is for the erection of a new pump room close to Aspinall Street. It will be used for fire services for the television station.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	

-- Involved Parties -----

Role	Name
Lessee	Australian Capital Television
Applicant	Valetta Projects Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA200801414 **Lodged** 25-MAR-08 **Type** Non-residential

-- Application Details -----

Description

Nonr Commercial - Proposed external alterations to Southern Cross Ten, including: - new external door openings created and installed at ground level; - new windows installed at upper level and ground floor (west elevation); - antenna dishes (2) relocated from upper floor to roof top; and - ACTEW substations installed within western boundary.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	

-- Involved Parties -----

Role	Name
Applicant	Australian Capital Television
Lessee	Australian Capital Television

-- Activities -----

Activity Name	Status
Da - No Notification	Approval Conditional



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

27-MAR-2026 12:58

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 8 of 10

Application DA200702494 **Lodged** 30-NOV-07 **Type** Non-residential

-- Application Details -----

Description

NONR-NEW COMMERCIAL BUILDING-SOUTHERN CROSS TEN BROADCASTING. Construction of new single storey commercial building next to the existing building.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role	Name
Applicant	Collard Clarke Jackson Archite
Lessee	Australian Capital Television

-- Activities -----

Activity Name	Status
Da - Public Notification	Withdrawn

Application DA20022229 **Lodged** 21-MAY-02 **Type** Non-residential

-- Application Details -----

Description

Ten Capital - Fibreglass shield

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role	Name
Applicant	Australian Capital Television
Lessee	Australian Capital Television
Contact	New

-- Activities -----

Activity Name	Status
Da - (Dap)	Approved



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

27-MAR-2026 12:58

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

Page 9 of 10

Application DA975207 **Lodged** 23-DEC-97 **Type** Non-residential

-- Application Details -----

Description

REMOVAL OF EIGHT UNDERGROUND STORAGE TANKS FOLLOWING NSW EPA GUIDELINES. CPS PETROLEUM SERVICES GOULBURN HAVE BEEN CONTRACTED FOR REMOVAL AND DISPOSAL AND WOODWARD-CLYDE WILL CARRY OUT SITE TESTING AND VALIDATION.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role	Name
Applicant	Australian Capital Television
Lessee	Australian Capital Television
Contact	New

-- Activities -----

Activity Name	Status
Da - With Dap. (Level 2)	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>

Sect	Blk	DA No.	Description	Overlay Policy	Status
122	17	202442860	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and add waste and storage access rights for Block 17 Section 122 Watson.	Approval Conditional	01-AUG-24
122	12	202442860	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and	Approval Conditional	01-AUG-24



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

27-MAR-2026 12:58

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

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122 12

add waste and storage access rights for Block
17 Section 122 Watson.

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

30 March 2026

Units Plan No. 16480
Registered for GST

ABN 63 768 802 353

Tax Invoice

Le Huynh & Huynh Nguyen

Ref

Re Lot 13 Units Plan No. 16480

Fee 342.00 Paid

Above Fee includes GST

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 16480

Unit No: 13 Lot No: 13

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: **148**
Total Building Entitlements: **10,000**

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	Joseph Kwon	57/1 Buninyong Street WATSON ACT 2602
Secretary	Bradley James Burgess	19/3 Buninyong Street WATSON ACT 2602
Treasurer	Konrad Dudek-Bylinski	58/1 Buninyong Street WATSON ACT 2602
Committee	Jack Murray Bouchier	67/1 Buninyong Street WATSON ACT 2602
	Roger Weeraooriya	
	Ji Mikusek	63/1 Buninyong Street WATSON ACT 2602

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$3,127.15**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/25 to 28/02/26	710.71	01/12/25	31/12/25	0.00	01/12/25
01/03/26 to 31/05/26	805.48	28/02/26	18/03/26	0.00	28/02/26
01/06/26 to 31/08/26	805.48	30/07/26		0.00	30/07/26
01/09/26 to 30/11/26	805.48	30/10/26		0.00	30/10/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 16480 - Unit 13

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

Paid to **31/05/26**

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 **\$736.89**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/25 to 31/05/26	245.63	28/02/26	18/03/26	0.00	28/02/26
01/06/26 to 31/08/26	245.63	30/07/26		0.00	30/07/26
01/09/26 to 30/11/26	245.63	30/10/26		0.00	30/10/26

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

Paid to **31/05/26**

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

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. 16480 - Unit 13

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> CHU UNDERWRITING AGENCIES	HU0006136782	26,780,000.00	11/11/26	04/12/25	34,268.86
<i>LOSS OF RENT</i> CHU UNDERWRITING AGENCIES	HU0006136782	4,017,000.00	11/11/26	04/12/25	Included
<i>PUBLIC LIABILITY</i> CHU UNDERWRITING AGENCIES	HU0006136782	20,000,000.00	11/11/26	04/12/25	Included
<i>FIDELITY GUARANTEE</i> CHU UNDERWRITING AGENCIES	HU0006136782	100,000.00	11/11/26	04/12/25	Included
<i>OFFICE BEARERS</i> CHU UNDERWRITING AGENCIES	HU0006136782	5,000,000.00	11/11/26	04/12/25	Included
<i>VOLUNTARY WORKERS</i> CHU UNDERWRITING AGENCIES	HU0006136782	\$200,00/2,000	11/11/26	04/12/25	Included
<i>GOVT AUDIT COSTS</i> CHU UNDERWRITING AGENCIES	HU0006136782	25,000.00	11/11/26	04/12/25	Included
<i>LEGAL EXPENSES</i> CHU UNDERWRITING AGENCIES	HU0006136782	50,000.00	11/11/26	04/12/25	Included
<i>WORKPLACE H&S</i> CHU UNDERWRITING AGENCIES	HU0006136782	100,000.00	11/11/26	04/12/25	Included
<i>LOT OWNERS IMPROVE</i> CHU UNDERWRITING AGENCIES	HU0006136782	250,000.00	11/11/26	04/12/25	Included
<i>FLOOD</i> CHU UNDERWRITING AGENCIES	HU0006136782	Included	11/11/26	04/12/25	Included

Fund Balances

Balances as at: 30 March 2026

Administrative Fund	36,812.77
Sinking Fund	15,088.01

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.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 16480 - Unit 13

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. 16480 - Unit 13

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**

Sinking Fund Plan

Norrebro Block A

1-3 Buninyong Street, Watson, ACT 2602

Scheme Number: 16480



COMPILED BY VON HARAMINA

**On 6 June 2025 for the
15 Years Commencing: 1 December 2024
QIA Job Reference Number: 221853**

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

PO Box 1280,
Beenleigh QLD 4207

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

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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

1-3 Buninyong Street, Watson, ACT 2602

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$4.56

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.

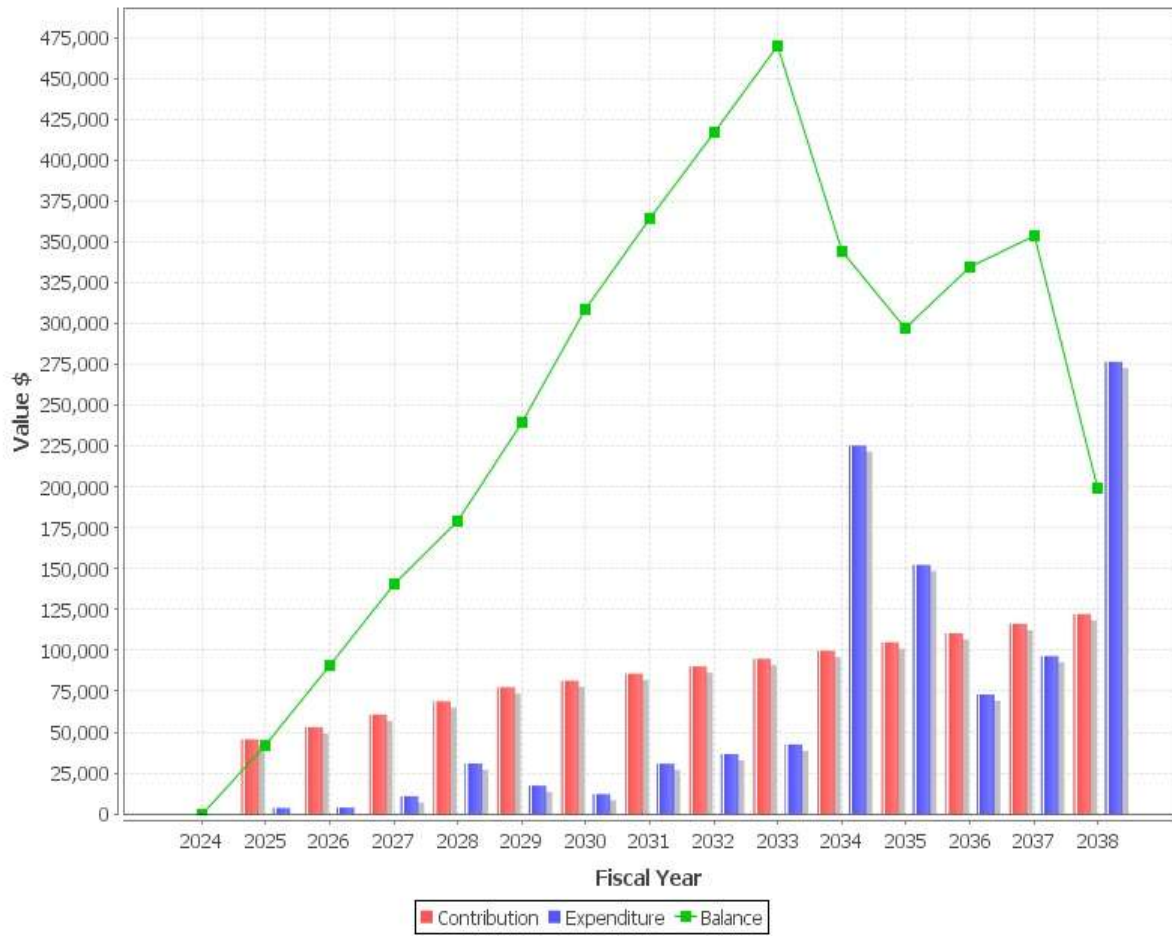
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	01/12/2024	\$0	\$0	\$0.00	\$0	\$0
2	01/12/2025	\$0	\$45,624	\$4.56	\$3,642	\$41,982
3	01/12/2026	\$41,982	\$52,996	\$5.30	\$3,824	\$91,154
4	01/12/2027	\$91,154	\$60,752	\$6.08	\$10,754	\$141,152
5	01/12/2028	\$141,152	\$68,911	\$6.89	\$30,816	\$179,248
6	01/12/2029	\$179,248	\$77,494	\$7.75	\$17,247	\$239,494
7	01/12/2030	\$239,494	\$81,524	\$8.15	\$12,161	\$308,857
8	01/12/2031	\$308,857	\$85,763	\$8.58	\$30,699	\$363,921
9	01/12/2032	\$363,921	\$90,223	\$9.02	\$36,579	\$417,565
10	01/12/2033	\$417,565	\$94,914	\$9.49	\$42,476	\$470,003
11	01/12/2034	\$470,003	\$99,850	\$9.98	\$225,444	\$344,408
12	01/12/2035	\$344,408	\$105,042	\$10.50	\$152,431	\$297,019
13	01/12/2036	\$297,019	\$110,504	\$11.05	\$73,126	\$334,397
14	01/12/2037	\$334,397	\$116,250	\$11.63	\$96,618	\$354,029
15	01/12/2038	\$354,029	\$122,295	\$12.23	\$276,717	\$199,608

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

December 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,642
<u>Total Forecast Expenditure for year - December 2025 (Inc GST):</u>	<u>\$3,642</u>
Includes GST amount of :	\$331
December 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,824
<u>Total Forecast Expenditure for year - December 2026 (Inc GST):</u>	<u>\$3,824</u>
Includes GST amount of :	\$348
December 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$4,015
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$6,739
<u>Total Forecast Expenditure for year - December 2027 (Inc GST):</u>	<u>\$10,754</u>
Includes GST amount of :	\$978
December 2028	Expense Inc GST
SUPERSTRUCTURE	
- Repaint vent/downpipes	\$6,486
- Capital Replacement - General	\$4,216

BASEMENT

- | | |
|--|---------|
| - Provision for CO sensor replacement/monitor | \$1,784 |
| - Maintain/repair main garage doors running gear | \$1,483 |

FURNITURE & FITTINGS

- | | |
|--|---------|
| - Install/Replace sensors/exits/emergency lighting | \$5,932 |
| - Provision to upgrade keypads/swipe readers | \$2,545 |
| - Provision to upgrade security cameras & associated equipment | \$1,876 |
| - Provision to replace door closers | \$1,427 |

PLANT & EQUIPMENT

- | | |
|---|---------|
| - Maintenance, repairs to waste compactors/chutes/doors/hoppers | \$5,068 |
|---|---------|

<u>Total Forecast Expenditure for year - December 2028 (Inc GST):</u>	<u>\$30,816</u>
---	-----------------

Includes GST amount of :	\$2,801
--------------------------	---------

December 2029	Expense Inc GST
----------------------	--------------------

SUPERSTRUCTURE

- | | |
|--|---------|
| - Replace window fixtures and fittings | \$1,625 |
| - Provision to replace balustrade/handrail fixings | \$1,164 |
| - Capital Replacement - General | \$4,427 |

DRIVEWAYS, PATHWAYS & PARKING

- | | |
|----------------------------------|---------|
| - Maintain pathways 10% of total | \$3,794 |
|----------------------------------|---------|

EXTERNAL WORKS

- | | |
|----------------------------|---------|
| - Maintain common pipework | \$3,330 |
|----------------------------|---------|

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,091
--	---------

- Provision to replace door hardware	\$1,816
--------------------------------------	---------

<u>Total Forecast Expenditure for year - December 2029 (Inc GST):</u>	<u>\$17,247</u>
---	-----------------

Includes GST amount of :	\$1,568
--------------------------	---------

December 2030	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$4,648
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Provision to replace wheel stops	\$726
------------------------------------	-------

ENTRY FOYER

- Maintain floor tiles	\$1,029
------------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$2,786
--	---------

LOBBIES

- Maintain floor tiles	\$650
------------------------	-------

PLANT & EQUIPMENT

- Replace ozone generator	\$2,322
---------------------------	---------

<u>Total Forecast Expenditure for year - December 2030 (Inc GST):</u>	<u>\$12,161</u>
---	-----------------

Includes GST amount of :	\$1,106
--------------------------	---------

December 2031	Expense
	Inc GST

SUPERSTRUCTURE

- Maintain balcony/verandah floor tiles	\$2,515
---	---------

- Capital Replacement - General	\$4,880
---------------------------------	---------

BASEMENT

- Replace exhaust/supply fans incl. HVAC monitor/variable driver \$10,762

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$6,866

- Provision to replace door closers \$1,652

PLANT & EQUIPMENT

- Replace sani pump \$4,022

Total Forecast Expenditure for year - December 2031 (Inc GST): \$30,699

Includes GST amount of : \$2,791

December 2032	Expense Inc GST
---------------	--------------------

SUPERSTRUCTURE

- Replace window fixtures and fittings \$1,881

- Provision to replace balustrade/handrail fixings \$1,348

- Capital Replacement - General \$5,125

BASEMENT

- Replace main garage door motors \$4,949

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total \$4,392

FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment \$2,281

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$8,601
- Replace jacking/sprinkler pump	\$5,409
- Provision to replace pressure tank	\$887
- Provision to replace hydrant valve assemblies & seals	\$1,706
<u>Total Forecast Expenditure for year - December 2032 (Inc GST):</u>	<u>\$36,579</u>
Includes GST amount of :	\$3,325

December 2033	Expense Inc GST
----------------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$5,381
---------------------------------	---------

BASEMENT

- Provision for CO sensor replacement/monitor	\$2,276
---	---------

EXTERNAL WORKS

- Maintain bin enclosure	\$2,849
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$7,203

FURNITURE & FITTINGS

- Provision to upgrade keypads/swipe readers	\$3,248
--	---------

ROOF

- Provision to maintain roof fixtures and flashings	\$15,051
---	----------

PLANT & EQUIPMENT

- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$6,468
---	---------

<u>Total Forecast Expenditure for year - December 2033 (Inc GST):</u>	<u>\$42,476</u>
---	-----------------

Includes GST amount of :	\$3,861
--------------------------	---------

December 2034	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings	\$10,818
- Repaint balcony/verandah ceilings	\$22,059
- Scaffold/access equip allowance	\$20,592
- Repaint door face	\$1,355
- Capital Replacement - General	\$5,650
BASEMENT	
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$12,458
- Repaint line marking	\$9,215
- Repaint door face	\$339
- Maintain/repair main garage doors running gear	\$1,987
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain driveway 3% of total	\$4,774
- Maintain/repaint bollards	\$975
- Provision to replace wheel stops	\$882
ENTRY FOYER	
- Repaint walls	\$5,625
- Repaint ceiling	\$2,683
- Maintain floor tiles	\$1,251

FURNITURE & FITTINGS

- Maintain signage	\$1,750
- Install/Replace sensors/exits/emergency lighting	\$7,949
- Ongoing partial replacement of exterior lighting	\$1,392
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$9,691
- Provision to replace door closers	\$1,912

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,198
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$16,660

LOBBIES

- Repaint walls	\$39,377
- Repaint ceiling	\$16,876
- Repaint door face	\$19,769
- Maintain floor tiles	\$790

STAIRWELL

- Repaint door face	\$5,418
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<u>Total Forecast Expenditure for year - December 2034 (Inc GST):</u>	<u>\$225,444</u>
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Includes GST amount of :	\$20,495
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December 2035	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	\$2,178
- Provision to replace balustrade/handrail fixings	\$1,560
- Maintain balcony/verandah floor tiles	\$3,057
- Capital Replacement - General	\$5,932
BASEMENT	
- Replace stormwater pumps	\$5,452
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain pathways 10% of total	\$5,085
ENTRY FOYER	
- Replace carpet	\$5,689
FURNITURE & FITTINGS	
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$10,176
FIRE PROTECTION SYSTEMS	
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,358
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$17,493
LOBBIES	
- Replace carpet	\$92,451
<u>Total Forecast Expenditure for year - December 2035 (Inc GST):</u>	<u>\$152,431</u>
Includes GST amount of :	\$13,857

December 2036		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$6,229
BASEMENT		
- Maintain ventilation ducting		\$1,176
EXTERNAL WORKS		
- Maintain common pipework		\$4,686
FURNITURE & FITTINGS		
- Provision to upgrade security cameras & associated equipment		\$2,772
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%		\$10,684
- Provision to replace door hardware		\$2,555
FIRE PROTECTION SYSTEMS		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%		\$3,526
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%		\$18,367
ROOF		
- Provision partial balcony membrane replacement		\$17,997
PLANT & EQUIPMENT		
- Replace sani pump		\$5,134
<u>Total Forecast Expenditure for year - December 2036 (Inc GST):</u>		<u>\$73,126</u>
Includes GST amount of :		\$6,648
December 2037		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$6,540

BASEMENT

- Replace exhaust/supply fans incl. HVAC monitor/variable driver \$14,422

DRIVEWAYS, PATHWAYS & PARKING

- Replace traffic mirror \$762

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$9,202

- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20% \$11,218

- Provision to replace door closers \$2,214

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20% \$3,702

- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20% \$19,286

- Provision to replace portable fire extinguishers \$10,977

ROOF

- Provision to maintain roof fixtures and flashings \$18,295

Total Forecast Expenditure for year - December 2037 (Inc GST): \$96,618

Includes GST amount of : \$8,783

December 2038	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings \$2,521

- Repaint vent/downpipes \$10,565

- Replace external door/frame \$1,601

- Provision to replace balustrade/handrail fixings \$1,806

- Capital Replacement - General \$6,867

BASEMENT

- Provision for CO sensor replacement/monitor	\$2,905
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$3,997
- Replace stormwater pumps	\$6,312

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$5,886
- Provision to replace wheel stops	\$1,072

ENTRY FOYER

- Maintain floor tiles	\$1,521
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EXTERNAL WORKS

- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$9,193
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FENCING

- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$5,122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$3,032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$7,615

FURNITURE & FITTINGS

- Provision to replace mail boxes (partial accrual) 20%	\$4,034
- Provision to upgrade keypads/swipe readers	\$4,145
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$11,779

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$20,250

LOBBIES

- Maintain floor tiles	\$960
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ROOF

- Provision to replace guttering in 30 years (partial accrual) 25%	\$5,360
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- Provision to replace down pipes in 30 years (partial accrual) 25%	\$28,428
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PLANT & EQUIPMENT

- Refurbish lifts interior in 25 years (partial accrual) 33%	\$7,547
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- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$108,624
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- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$8,255
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- Replace ozone generator	\$3,430
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<u>Total Forecast Expenditure for year - December 2038 (Inc GST):</u>	<u>\$276,717</u>
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Includes GST amount of :	\$25,156
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$5,750	2034	10											10818				
- Repaint balcony/verandah ceilings	\$11,725	2034	10											22059				
- Replace window fixtures and fittings	\$1,102	2029	3						1625			1881			2178			2521
- Repaint vent/downpipes	\$4,620	2028	10					6486										10565
- Scaffold/access equip allowance	\$10,945	2034	10											20592				
- Repaint door face	\$720	2034	10											1355				
- Replace external door/frame	\$700	2038	5															1601
- Provision to replace balustrade/handrail fixings	\$790	2029	3						1164			1348			1560			1806
- Maintain balcony/verandah floor tiles	\$1,548	2031	4								2515				3057			
- Capital Replacement - General	\$3,003	2025	1		3642	3824	4015	4216	4427	4648	4880	5125	5381	5650	5932	6229	6540	6867
BASEMENT																		
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$6,622	2031	3								10762			12458				14422
- Repaint line marking	\$4,898	2034	10											9215				
- Provision for CO sensor replacement/monitor	\$1,270	2028	5					1784					2276					2905
- Maintain ventilation ducting	\$567	2036	5													1176		
- Repaint door face	\$180	2034	10											339				
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$1,748	2038	2															3997
- Maintain/repair main garage doors running gear	\$1,056	2028	6					1483						1987				
- Replace main garage door motors	\$2,900	2032	10									4949						
- Replace stormwater pumps	\$2,760	2035	3												5452			6312

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$2,574	2029	3						3794			4392			5085			5886
- Maintain driveway 3% of total	\$2,538	2034	5											4774				
- Maintain/repaint bollards	\$518	2034	10											975				
- Replace traffic mirror	\$350	2037	15														762	
- Provision to replace wheel stops	\$469	2030	4							726				882				1072
ENTRY FOYER																		
- Repaint walls	\$2,990	2034	10											5625				
- Repaint ceiling	\$1,426	2034	10											2683				
- Maintain floor tiles	\$665	2030	4							1029				1251				1521
- Replace carpet	\$2,880	2035	12												5689			
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7						3330							4686		
- Maintain bin enclosure	\$1,590	2033	10										2849					
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$4,020	2033	5										7203					9193
FENCING																		
- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$2,240	2038	15															5122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$1,326	2038	5															3032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$3,330	2038	15															7615
FURNITURE & FITTINGS																		
- Maintain signage	\$930	2034	5											1750				
- Provision to replace mail boxes (partial accrual) 20%	\$1,764	2038	2															4034
- Install/Replace sensors/exits/emergency lighting	\$4,225	2028	3					5932			6866			7949			9202	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS (CONT.)																		
- Ongoing partial replacement of exterior lighting	\$740	2029	5						1091					1392				
- Provision to upgrade keypads/swipe readers	\$1,812	2028	5					2545					3248					4145
- Provision to upgrade security cameras & associated equipment	\$1,336	2028	4					1876				2281				2772		
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$5,151	2034	1											9691	10176	10684	11218	11779
- Provision to replace door closers	\$1,016	2028	3					1427			1652			1912			2214	
- Provision to replace door hardware	\$1,232	2029	7						1816							2555		
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$1,700	2034	1											3198	3358	3526	3702	3888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$8,855	2034	1											16660	17493	18367	19286	20250
- Provision to replace fire hose reels	\$1,800	2030	9							2786								
- Provision to replace portable fire extinguishers	\$5,040	2027	5				6739					8601					10977	
- Replace jacking/sprinkler pump	\$3,170	2032	10									5409						
- Provision to replace pressure tank	\$520	2032	10									887						
- Provision to replace hydrant valve assemblies & seals	\$1,000	2032	10									1706						
LOBBIES																		
- Repaint walls	\$20,930	2034	10											39377				
- Repaint ceiling	\$8,970	2034	10											16876				
- Replace carpet	\$46,800	2035	12												92451			
- Repaint door face	\$10,508	2034	10											19769				
- Maintain floor tiles	\$420	2030	4							650				790				960

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
ROOF																		
- Provision to replace guttering in 30 years (partial accrual) 25%	\$2,344	2038	5															5360
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,431	2038	5															28428
- Provision partial balcony membrane replacement	\$8,676	2036	5													17997		
- Provision to maintain roof fixtures and flashings	\$8,400	2033	4										15051				18295	
STAIRWELL																		
- Repaint door face	\$2,880	2034	10											5418				
PLANT & EQUIPMENT																		
- Refurbish lifts interior in 25 years (partial accrual) 33%	\$3,300	2038	3															7547
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$47,500	2038	5															108624
- Replace sani pump	\$2,475	2031	5								4022					5134		
- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$3,610	2028	5					5068					6468					8255
- Replace ozone generator	\$1,500	2030	8							2322								3430
Total				0	3642	3824	10754	30816	17247	12161	30699	36579	42476	225444	152431	73126	96618	276717
Includes GST amount of				0	331	348	978	2801	1568	1106	2791	3325	3861	20495	13857	6648	8783	25156

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$5,750	2034	10	761	1561	2401	3282	4208	5179	6200	7271	8396	9578	10818	1401	2872	4416	6038
- Repaint balcony/verandah ceilings	\$11,725	2034	10	1553	3183	4895	6692	8580	10561	12642	14827	17121	19530	22059	2857	5856	9006	12313
- Replace window fixtures and fittings	\$1,102	2029	3	239	490	753	1030	1320	1625	597	1223	1881	691	1416	2178	800	1639	2521
- Repaint vent/downpipes	\$4,620	2028	10	1174	2406	3700	5059	6486	840	1722	2648	3620	4641	5713	6839	8021	9262	10565
- Scaffold/access equip allowance	\$10,945	2034	10	1449	2971	4569	6247	8009	9859	11801	13841	15982	18231	20592	2667	5467	8407	11494
- Repaint door face	\$720	2034	10	95	196	301	411	527	649	777	911	1052	1200	1355	175	360	553	756
- Replace external door/frame	\$700	2038	5	74	152	234	320	410	505	604	708	818	933	1054	1181	1314	1454	1601
- Provision to replace balustrade/handrail fixings	\$790	2029	3	171	351	539	738	946	1164	428	877	1348	495	1014	1560	573	1174	1806
- Maintain balcony/verandah floor tiles	\$1,548	2031	4	263	540	830	1135	1455	1791	2144	2515	709	1454	2236	3057	862	1767	2717
- Capital Replacement - General	\$3,003	2025	1	1777	3642	3824	4015	4216	4427	4648	4880	5125	5381	5650	5932	6229	6540	6867
BASEMENT																		
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$6,622	2031	3	1127	2310	3553	4858	6227	7666	9176	10762	3952	8101	12458	4575	9378	14422	5296
- Repaint line marking	\$4,898	2034	10	649	1330	2045	2796	3584	4412	5281	6194	7152	8158	9215	1193	2446	3762	5144
- Provision for CO sensor replacement/monitor	\$1,270	2028	5	323	662	1018	1392	1784	412	844	1299	1775	2276	526	1078	1657	2266	2905
- Maintain ventilation ducting	\$567	2036	5	66	136	209	286	367	452	541	634	732	835	943	1057	1176	271	556
- Repaint door face	\$180	2034	10	24	49	75	103	132	162	194	228	263	300	339	44	90	138	189
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$1,748	2038	2	185	380	584	798	1024	1260	1508	1769	2042	2330	2632	2948	3281	3630	3997
- Maintain/repair main garage doors running gear	\$1,056	2028	6	268	550	846	1157	1483	292	599	921	1259	1614	1987	391	802	1234	1687
- Replace main garage door motors	\$2,900	2032	10	449	920	1415	1934	2480	3053	3654	4286	4949	641	1314	2020	2762	3541	4359
- Replace stormwater pumps	\$2,760	2035	3	343	702	1080	1476	1893	2330	2789	3271	3777	4308	4866	5452	2002	4105	6312

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$2,574	2029	3	558	1143	1758	2404	3082	3794	1393	2856	4392	1613	3307	5085	1867	3828	5886
- Maintain driveway 3% of total	\$2,538	2034	5	336	689	1059	1448	1857	2286	2736	3209	3705	4227	4774	1102	2260	3476	4752
- Maintain/repaint bollards	\$518	2034	10	69	141	216	296	379	467	559	655	757	863	975	126	259	398	544
- Replace traffic mirror	\$350	2037	15	39	80	123	168	215	264	317	371	429	489	552	619	689	762	73
- Provision to replace wheel stops	\$469	2030	4	89	183	281	384	493	607	726	205	420	645	882	249	510	784	1072
ENTRY FOYER																		
- Repaint walls	\$2,990	2034	10	396	812	1248	1707	2188	2693	3224	3781	4366	4980	5625	728	1493	2296	3140
- Repaint ceiling	\$1,426	2034	10	189	387	595	814	1044	1285	1538	1803	2082	2375	2683	347	712	1095	1497
- Maintain floor tiles	\$665	2030	4	126	259	398	545	698	860	1029	290	595	915	1251	353	723	1112	1521
- Replace carpet	\$2,880	2035	12	357	733	1127	1540	1975	2431	2910	3413	3941	4496	5078	5689	642	1316	2023
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7	490	1004	1543	2110	2705	3330	576	1180	1814	2481	3180	3915	4686	810	1660
- Maintain bin enclosure	\$1,590	2033	10	227	464	714	976	1252	1541	1844	2163	2498	2849	369	756	1163	1590	2038
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$4,020	2033	5	573	1174	1805	2468	3164	3895	4663	5469	6315	7203	1664	3411	5245	7171	9193
FENCING																		
- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$2,240	2038	15	237	487	748	1023	1312	1615	1933	2267	2617	2986	3372	3778	4204	4652	5122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$1,326	2038	5	141	288	443	606	776	956	1144	1342	1549	1767	1996	2237	2489	2754	3032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$3,330	2038	15	353	723	1113	1521	1950	2400	2873	3370	3891	4439	5014	5617	6251	6916	7615

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Maintain signage	\$930	2034	5	123	253	388	531	681	838	1003	1176	1358	1549	1750	404	828	1274	1742
- Provision to replace mail boxes (partial accrual) 20%	\$1,764	2038	2	187	383	589	806	1033	1272	1522	1785	2061	2351	2656	2976	3311	3664	4034
- Install/Replace sensors/exits/emergency lighting	\$4,225	2028	3	1074	2201	3384	4627	5932	2178	4465	6866	2521	5169	7949	2919	5984	9202	3379
- Ongoing partial replacement of exterior lighting	\$740	2029	5	160	329	506	691	886	1091	252	516	794	1086	1392	321	659	1013	1385
- Provision to upgrade keypads/swipe readers	\$1,812	2028	5	461	944	1452	1985	2545	588	1205	1853	2534	3248	750	1538	2365	3233	4145
- Provision to upgrade security cameras & associated equipment	\$1,336	2028	4	340	696	1070	1463	1876	529	1085	1668	2281	643	1318	2027	2772	782	1602
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$5,151	2034	1	682	1398	2150	2940	3769	4640	5554	6514	7522	8580	9691	10176	10684	11218	11779
- Provision to replace door closers	\$1,016	2028	3	258	529	814	1113	1427	524	1074	1652	607	1243	1912	702	1440	2214	813
- Provision to replace door hardware	\$1,232	2029	7	267	547	842	1151	1475	1816	314	643	989	1353	1734	2134	2555	442	905
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$1,700	2034	1	225	461	710	970	1244	1531	1833	2150	2482	2831	3198	3358	3526	3702	3888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$8,855	2034	1	1173	2404	3697	5054	6480	7976	9548	11198	12931	14750	16660	17493	18367	19286	20250
- Provision to replace fire hose reels	\$1,800	2030	9	342	701	1079	1475	1891	2327	2786	392	804	1236	1689	2166	2666	3191	3743
- Provision to replace portable fire extinguishers	\$5,040	2027	5	1564	3205	4929	6739	1557	3191	4907	6709	8601	1987	4072	6263	8562	10977	2535
- Replace jacking/sprinkler pump	\$3,170	2032	10	491	1006	1546	2114	2711	3337	3994	4684	5409	700	1436	2208	3019	3870	4764
- Provision to replace pressure tank	\$520	2032	10	80	165	254	347	444	547	655	768	887	115	235	362	495	634	781
- Provision to replace hydrant valve assemblies & seals	\$1,000	2032	10	155	317	488	667	855	1052	1260	1477	1706	221	453	696	952	1220	1502

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
LOBBIES																		
- Repaint walls	\$20,930	2034	10	2772	5682	8738	11946	15315	18853	22567	26467	30562	34862	39377	5099	10454	16076	21979
- Repaint ceiling	\$8,970	2034	10	1188	2435	3745	5120	6564	8080	9672	11343	13098	14941	16876	2186	4480	6890	9420
- Replace carpet	\$46,800	2035	12	5808	11907	18311	25034	32094	39507	47291	55464	64045	73056	82517	92451	10431	21383	32883
- Repaint door face	\$10,508	2034	10	1392	2853	4387	5998	7689	9465	11330	13288	15344	17502	19769	2560	5248	8071	11034
- Maintain floor tiles	\$420	2030	4	80	164	252	344	441	543	650	183	376	578	790	223	457	702	960
ROOF																		
- Provision to replace guttering in 30 years (partial accrual) 25%	\$2,344	2038	5	248	509	783	1071	1373	1690	2022	2372	2739	3124	3529	3954	4400	4868	5360
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,431	2038	5	1317	2701	4153	5678	7280	8961	10726	12580	14527	16570	18716	20970	23335	25820	28428
- Provision partial balcony membrane replacement	\$8,676	2036	5	1016	2083	3203	4379	5614	6911	8273	9702	11203	12780	14435	16172	17997	4157	8521
- Provision to maintain roof fixtures and flashings	\$8,400	2033	4	1197	2453	3772	5158	6612	8139	9743	11427	13195	15051	4245	8702	13381	18295	5159
STAIRWELL																		
- Repaint door face	\$2,880	2034	10	381	782	1202	1644	2107	2594	3105	3642	4205	4797	5418	702	1438	2212	3024
PLANT & EQUIPMENT																		
- Refurbish lifts interior in 25 years (partial accrual) 33%	\$3,300	2038	3	350	717	1103	1507	1933	2379	2848	3340	3856	4399	4969	5567	6195	6855	7547
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$47,500	2038	5	5034	10319	15869	21697	27815	34240	40986	48069	55506	63316	71515	80125	89165	98657	108624
- Replace sani pump	\$2,475	2031	5	421	863	1328	1815	2327	2865	3429	4022	929	1905	2929	4005	5134	1186	2431
- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$3,610	2028	5	917	1880	2891	3953	5068	1171	2400	3690	5045	6468	1494	3063	4710	6439	8255
- Replace ozone generator	\$1,500	2030	8	285	585	899	1229	1576	1940	2322	359	736	1132	1548	1985	2443	2925	3430
TOTAL ACCRUALS				45158	88928	136752	180231	206018	248591	300274	336741	373598	408092	266486	231693	283468	320387	183878

* 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.

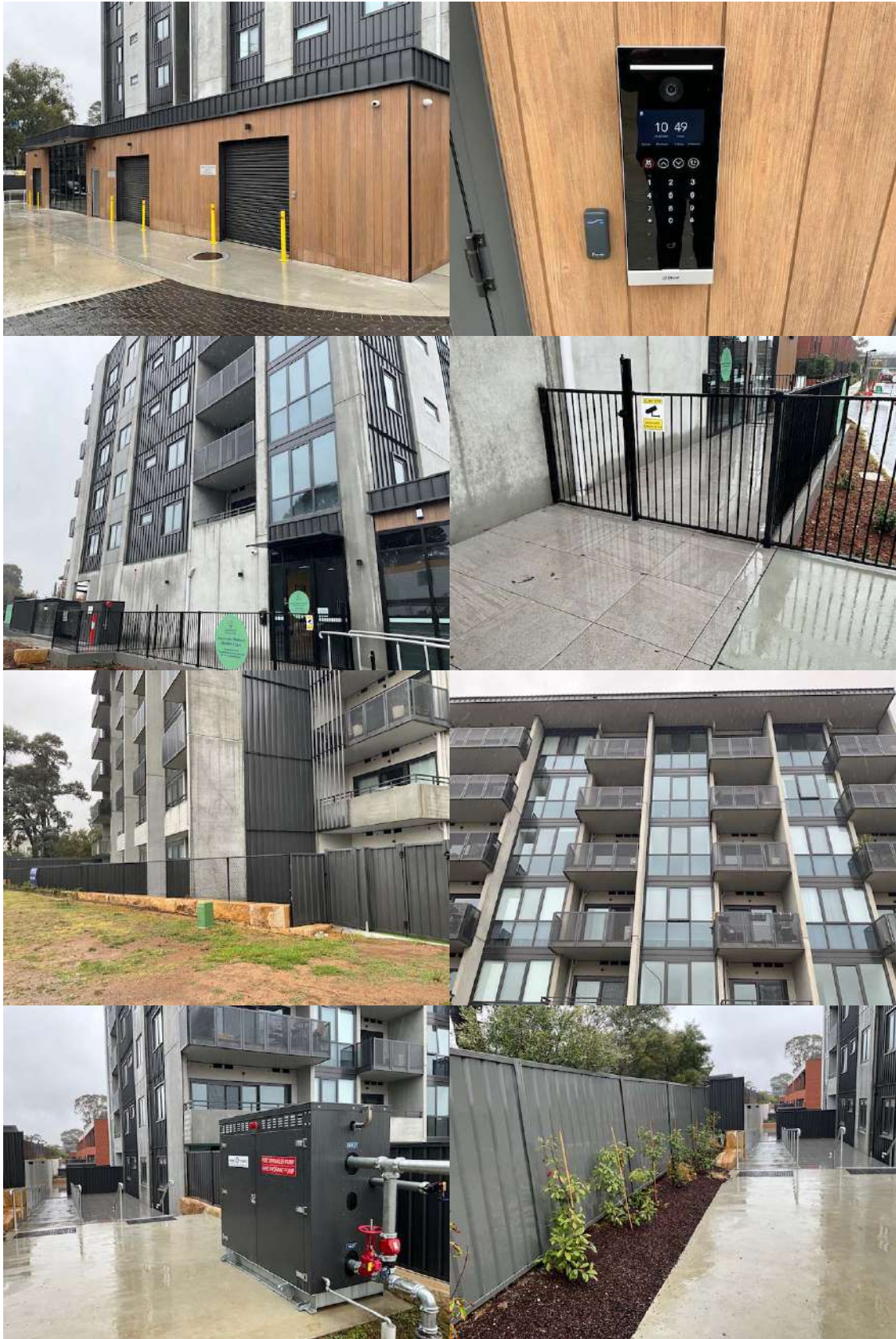
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.

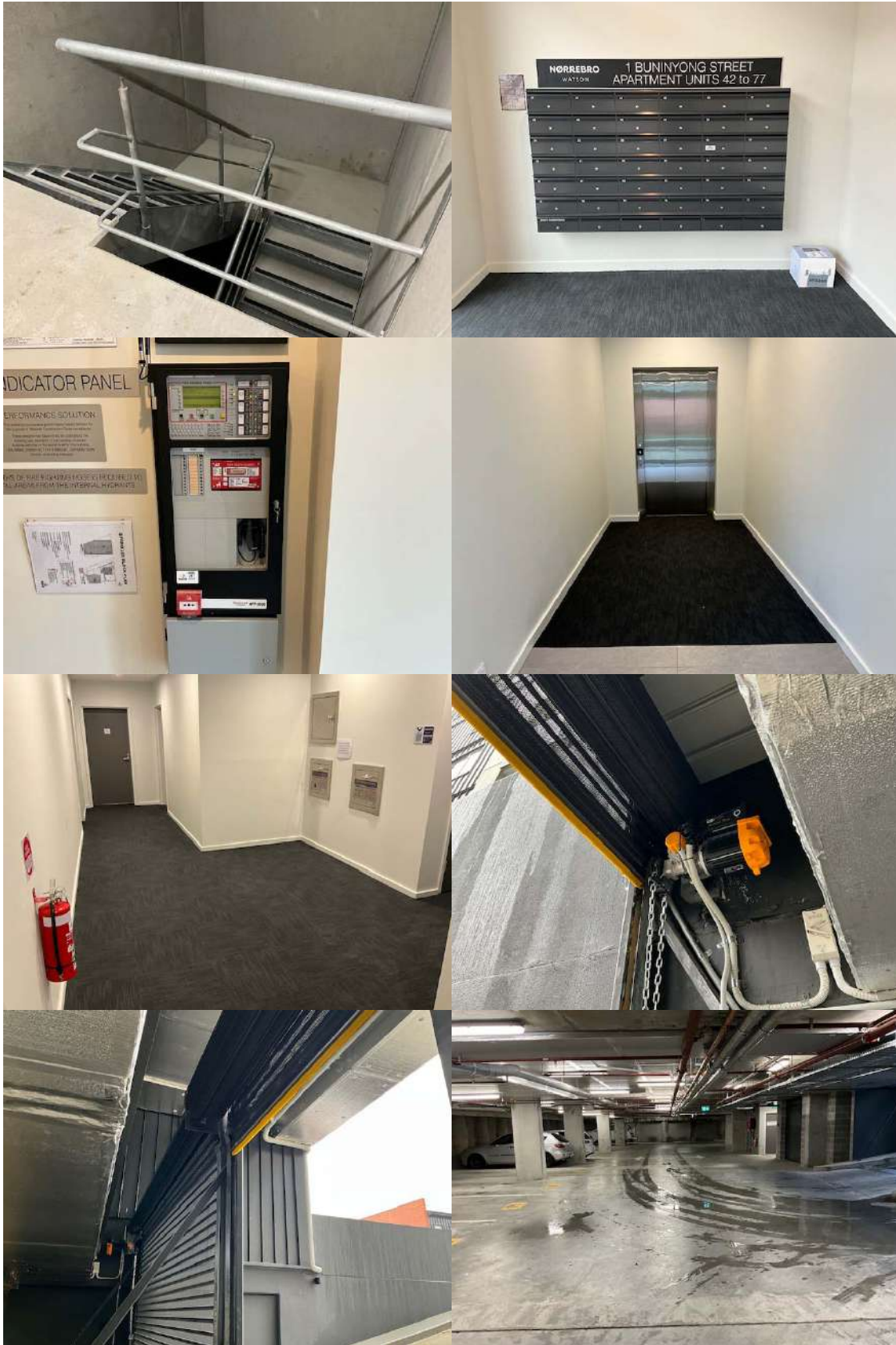
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

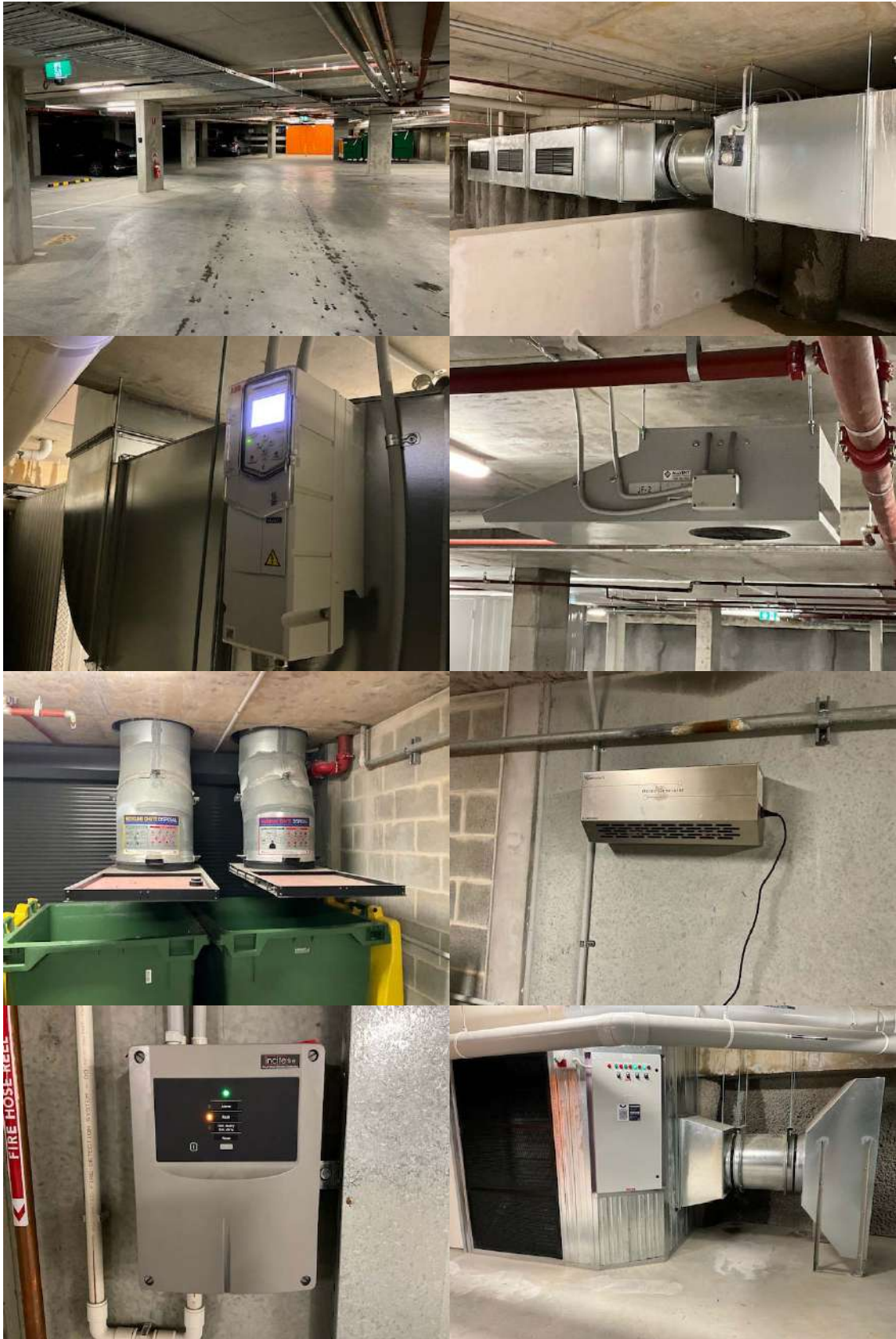
AREAS NOT INSPECTED

- 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.













Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006136782
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/11/2025 to 11/11/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16480
Situation	1-3 BUNINYONG STREET WATSON ACT 2602

Sections

Section 1 – Insured Property

Building: \$26,780,000
Common Area Contents: \$0
Loss of Rent & Temporary Accommodation (total payable): \$4,017,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Date Printed

11/11/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Arcsite Maintenance Plan - Assessment Overview Report

Norrebro - Block A

Units-1-77/1-3 Buniyong Street Watson



Arcsite Pty Limited

35 Poynton Street
Hughes ACT 2605
p 02 6288 0402
info@arcsite.com.au
www.arcsite.com.au

REPORT SCOPE

BUILDING NAME:	Norrebro - Block A
BUILDING LOCATION:	Units-1-77/1-3 Buniyong Street Watson
BLOCK:	1
SECTION:	122
SCHEME NUMBER:	UP
INSPECTION DATE:	07-Dec-2024
INSPECTOR:	Adam Macie
WEATHER CONDITIONS:	Fine
ARCSITE REFERENCE:	2278

IMPORTANT

This report is intended to be read in its entirety. The appropriate Building Management Group Representative or Members of the Body Corporate Executive are requested to immediately contact our company if any of the report's content is not fully understood and requires clarification or further explanation.

Please refer to important Terms, Scope and Limitations at the end of this document.

PROJECT SCOPE

This Maintenance Plan Assessment Overview Report has been compiled on behalf of HTI Group to assist with comprehensive maintenance planning and future asset protection and management. It may include information from various sources such as maintenance schedules, warranties, manufacturer's recommendations, specific product information, and sinking funds. Our Building Inspector conducted an on-site visual inspection as part of this process.

IMPORTANT: This report should be reviewed alongside the Building Owners and Building Managers logging in to the Arcsite Portal. Operation & Maintenance Manuals, Warranties, and Service Requirements supplied to us are permanently stored under the Building Folders tab in Arcsite. It is essential that these documents are accessed and shared with relevant service contractors to ensure that maintenance and inspection instructions are followed accurately. Arcsite enables you to log details of the service contractors in the Facility Logbook to capture a permanent record of recipients and further document the building's maintenance history.

After reviewing all material, you may need to update Arcsite's Upcoming Periodic Inspections tab to ensure your maintenance plan aligns with the recommendations provided by manufacturers or service technicians. We strongly recommend that Routine, Safety and Compliance inspections for each building element are strictly adhered to and that the Building Managers and Owners Corporation regularly review the Upcoming Periodic Inspections log in Arcsite to ensure that common area assets are effectively monitored.

BUILDING CLASS -> Class A

Common property: The document "Unit Titles Management in the ACT: What you need to know" (ACT Government's "Maintenance Schedules and Plans Fact Sheet) defines common property as the areas which belong jointly to all the owners such as courtyards, pool or gym areas, driveways and gardens. The owners collectively own this area together and all have rights to use it. This report and the Arcsite portal is intended to contribute to the Owners Corporation's legislated obligations to regularly review, monitor and amend a Maintenance Plan for their units plan complex. This report should not be used solely as the Maintenance Plan without the Executive Committee first having considered the existing maintenance requirements for the building, the Report, and then adopting and/or rejecting any recommended maintenance or management in accordance with the Executive Committee's own internal governance requirements. The Executive Committee should then satisfy itself as to whether the Report and the Arcsite portal can be used as part of their Maintenance Plan. It is critical that a building's Maintenance Plan is monitored and updated on an ongoing basis to ensure the optimum working condition of systems, equipment, structures and other elements of the common property and to avoid costly reactive repairs. Thank you for the opportunity to work with you on this project, please do not hesitate to contact our team.



ADAM MACIE
Senior Building Inspector





Norrebro - Block A Units-1-77/1-3 Buniyong Street Watson

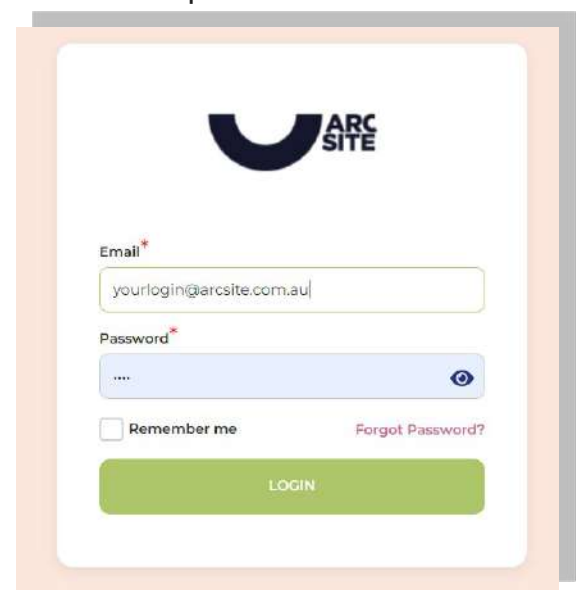


THIS DEVELOPMENT HAS BEEN ONBOARDED TO ARCSITE. IF YOU ARE A MEMBER OF THE EXECUTIVE COMMITTEE FOR THIS OWNERS CORPORATION, PLEASE CONTACT YOUR BUILDING MANAGER FOR ACCESS.

Arcsite is a collaboration portal that redefines the relationship between Building Managers and the Owners Corporation. Serving as a centralised, lifetime platform for building maintenance records, it offers a comprehensive history and future planning capabilities. Your Arcsite file moves with building owners, ensuring that critical data and service history are preserved, providing transparent control over your most valuable asset, and significantly reducing costs associated with reactive repairs.

Arcsite offers an up-to-the-minute snapshot of a building's overall maintenance activity for any given period. It acts as a digital filing cabinet, storing photographs, meeting minutes, insurance history, contractor schedules, and more. This comprehensive reporting facility is a game-changer for insurance reviews and claims, supporting your duty of care to monitor, manage, and schedule routine and safety inspections for the building.

This report should be reviewed alongside regular log-ins to the Arcsite system by Building Managers and the Executive Committee. *Minutes a week in the system will assist in building a robust and reliable data source.* Especially for new developments, critical data such as Operation & Maintenance Manuals, Warranties, and Service Requirements (where available) are permanently stored under the Building Folders tab in Arcsite. It is essential that these documents are accessed and shared with the appropriate service contractors to ensure proper maintenance and adherence to maintenance instructions.



PORTAL FEATURES

Arcsite is a smarter way to manage multi-unit buildings, providing a single source of truth for maintenance, compliance, and operational insights to enhance living environments. Your Builder and Developer have funded **6 months of complimentary access** to the portal, enabling the Owners Corporation to access their handover material and assess Arcsite's potential to improve long-term oversight. Arcsite keeps building data connected to the property itself, independent of management changes. This enables forward-thinking **leadership teams** to operate transparently and deliver greater value, while providing owners with the tools to reduce costs, enhance livability, and make informed, data-driven decisions for the future.

Building Folders

A lifetime digital filing cabinet for all building records, including: plans, warranties, maintenance manuals, service contracts, compliance documents, photos, house rules, meeting minutes etc. **ONBOARDING NOTE:** O&M manuals and warranties have been uploaded, the folders also contain a comprehensive site photo log taken during Arcsite onboarding.

Common Area Defect Register:

Simplifies defect tracking during handover periods with shared access for developers and building managers.

ONBOARDING NOTE: Use as your single source of communication with HTI Group during the Defects Liability Period.

Building Maintenance Diary

Your live Maintenance Diary tracks actions on building assets with reminders for inspections and logs to maintain warranties and insurance compliance. **ONBOARDING NOTE:** This Building Maintenance Plan also sits here.

Facility Logbook

One space to record who has keys, where manuals have been distributed and who has been issued with O&M Material.

Upcoming Periodic Inspections

Straightforward lists to monitor upcoming inspections, ensuring assets are maintained proactively and warranties remain valid.

Building Contracts

A live subcontractor register tracking who, how much, how often, and contract durations, with real-time financial visibility for decision-makers.

Building Reports

Generate reports for building performance, maintenance trends, insurance renewals, and defect rectifications to support informed decision-making.

Next Actions Dashboard:

Provides reminders and prompts for critical tasks, ensuring nothing is missed.

QR Codes

Installed in common areas for residents to submit maintenance requests and contractors to log visits, creating a transparent activity record.


SCAN ME!



NEXT ACTION PLAN


To assist with future planning, inspections recommended over the next 18 months are detailed below. These dates are recorded in Arcsite and alerts are triggered in the system a month prior to the due date. It is important to note that at the time of publication of this hard copy document, not all periodic inspections may be noted. It is critical that the Building Manager and Executive Committee review and update Arcsite with any additional inspections or updated information as supplied by contractors:

INSPECTION TYPES




ROUTINE

General inspection to determine that the building element is in acceptable order showing no signs of deterioration or damage that may require attention or repair




ROUTINE/SAFETY

Following the guidelines of a routine inspection with a particular focus on 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 pool filter



OPERATIONAL

Inspection to ascertain the element is operational



COMPLIANCE

Inspect, test and maintain as required to ensure that the building element meets a particular Regulation or Standard

AREA/ITEM	TYPE	FREQUENCY	LAST COMPANY	NEXT INSPECTION DUE
BASEMENT, DRIVEWAYS, CAR ACCOMMODATION, PATHWAYS	Routine/Safety	Annually	Arcsite	07-Nov-2025
Garage door motor, roller shutters	Routine/Safety	Consult your expert contractor and update date and frequency		
CLEANING & WASTE	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
ELECTRICAL/VENTILATION/HEAT/COOL	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
Electrical switchboard and RCDs	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
Ventilation	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
FIRE PROTECTION & EVACUATION	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
Hydrants, hoses, portable extinguishers, doors and lights	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency	Form1	
Smoke detection, warning systems, sprinkler	Routine/Safety/Compliance	Consult your expert contractor	Form1	

AREA/ITEM	TYPE	FREQUENCY	LAST COMPANY	NEXT INSPECTION DUE
		and update date and frequency		
FURNITURE & INTERNAL FIXTURES & FITTINGS	Routine	Annually	Arcsite	07-Nov-2025
HYDRAULIC/PLUMBING SERVICES	Routine/Safety	Consult your expert contractor and update date and frequency		
LANDSCAPING & PEST MANAGEMENT	Routine	Annually	Residential Reports + Pest Control	07-Nov-2025
LIFT SERVICES	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency	KONE	
SECURITY, SAFETY & NETWORK	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency	Palmers Building Technology Specialists	
SUPERSTRUCTURE	Routine/Safety	Annually		02-Dec-2025
Balconies, balustrades and handrails	Routine/Safety	Consult your expert contractor and update date and frequency		
Roof ladders and safety system	Routine/Safety	Consult your expert contractor and update date and frequency	Suresafe Height Safety Solutions	
Waterproofing	Routine/Safety	Consult your expert contractor and update date and frequency		

ESTIMATED SERVICE LIFE (ESL) SUMMARY

The following table indicates the estimated service life (in years) of the building element and identifies the anticipated year of the next major expenditure beyond routine service or repair. It is strongly recommended that these estimates be reviewed and updated as needed after an expert Sinking Fund Report is compiled.

	ESTIMATED SERVICE LIFE	FORECAST DATE FOR EXPENDITURE
Annual certification (inc. signage review)	0	-
Cleaning and sanitation (common areas and common bathrooms)	0	-
Landscaping, garden, plants and trees	0	-
Waste - commercial	0	-
Pest inspections and internal baiting (common areas)	1	2025
General signage	5	2029
Kerbs and line marking (repaint)	5	2029
Window coverings (common areas)	7	2031
Appliances (common areas)	8	2032
Roof ladders and safety system	8	2032
Awning and louvres	10	2034
Balconies, balustrades and handrails	10	2034
Cold and hot water	10	2034
Driveway	10	2034
Furniture (common areas)	10	2034
Grease trap	10	2034
Joinery	10	2034
Paint (common areas exterior and interior)	10	2034
Paver/tile external pathways	10	2034
Skylights	10	2034
Smoke detection, warning systems, sprinkler	10	2034
Waterproofing	10	2034

	ESTIMATED SERVICE LIFE	FORECAST DATE FOR EXPENDITURE
Window glazing, hardware and maintenance	10	2034
Common area lighting	15	2039
Cooling	15	2039
Decking	15	2039
Doors	15	2039
Electrical switchboard and RCDs	15	2039
Fire hose reels	15	2039
Garage door motor, roller shutters	15	2039
Heating	15	2039
Hydrants, hoses, portable extinguishers, doors and lights	15	2039
Irrigation system and controllers	15	2039
Security, safety and network	5	2039
Stormwater pumps and drainage	15	2039
Ventilation	15	2039
Bollards	20	2044
Crash barriers	20	2044
Elevators/motors/brakes	20	2044
Flooring (common areas)	20	2044
Mailboxes and storage cages	20	2044
Waste chutes and compactors	20	2044
Rendered surfaces and facade	25	2049
Natural gas	25	2053
Sanitary plumbing and drainage	25	2053
Fencing	30	2054
Pergolas	50	2074
Wall and ceiling linings and insulation	50	2074

	ESTIMATED SERVICE LIFE	FORECAST DATE FOR EXPENDITURE
Roof	70	2094
Brickwork and metalwork	99	2123

MAINTENANCE PLANNING

BASEMENT, DRIVEWAYS, CAR ACCOMMODATION, PATHWAYS

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety
INSPECTION FREQUENCY:	Annually
LAST INSPECTION DATE:	07-Nov-2024
NEXT INSPECTION DATE:	07-Nov-2025

BOLLARDS

RELEVANT STANDARD	Bollards : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

CRASH BARRIERS

RELEVANT STANDARD	Structural Design Actions, Permanent, Imposed and Other Actions for Light Traffic Areas
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

DRIVEWAY

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

GARAGE DOOR MOTOR, ROLLER SHUTTERS

RELEVANT STANDARD	Garage Doors : Maintain/Repair(AS/NZS 4505)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	

KERBS AND LINE MARKING (REPAINT)

RELEVANT STANDARD	Painting : Pavement/Road Marking
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	5

PAVER/TILE EXTERNAL PATHWAYS

RELEVANT STANDARD	Guide to Installation of Ceramic Tiles
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

CLEANING & WASTE

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety/Compliance
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

CLEANING AND SANITATION (COMMON AREAS AND COMMON BATHROOMS)

RELEVANT STANDARD	Other
INSTALL DATE	30-Oct-2024

GREASE TRAP

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

WASTE - COMMERCIAL

INSTALL DATE	30-Oct-2024
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WASTE CHUTES AND COMPACTORS

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

ELECTRICAL/VENTILATION/HEAT/COOL

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety/Compliance
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

COMMON AREA LIGHTING

RELEVANT STANDARD	Electrical Installation Safety
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

COOLING

RELEVANT STANDARD	The Use of Ventilation & Airconditioning in Buildings
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

ELECTRICAL SWITCHBOARD AND RCDS

RELEVANT STANDARD	Electrical Switchboards & RCDs(AS/NZS 3760)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	
COMMENTS	ELECTRICAL SERVICES OPERATIONS MANNUAL (Saved to O&M Manual Folder): Spectrum Solar and Electrical.

HEATING

RELEVANT STANDARD	Ductwork for Air-Handling Systems in Buildings
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

VENTILATION

RELEVANT STANDARD	The Use of Ventilation & Airconditioning in Buildings(AS 1668)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	
COMMENTS	CARPARK VENTILATION OPERATION MANUAL (Saved to O&M Manuals Folder): Fully Airconditioned - The system is fed from a dedicated mechanical services switchboard MSSB-1 that is located adjacent to the building main switchboard inside the car park in Level 1.

FURNITURE & INTERNAL FIXTURES & FITTINGS

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine
INSPECTION FREQUENCY:	Annually
LAST INSPECTION DATE:	07-Nov-2024
NEXT INSPECTION DATE:	07-Nov-2025

APPLIANCES (COMMON AREAS)

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	8

DOORS

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15



FLOORING (COMMON AREAS)

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

FURNITURE (COMMON AREAS)

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

GENERAL SIGNAGE

RELEVANT STANDARD	Safety Signage
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	5
COMMENTS	SIGNAGE REGISTER (Saved to O&M Manuals Folder).

JOINERY

RELEVANT STANDARD	Cabinetry in the built in environment
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

WALL AND CEILING LININGS AND INSULATION

RELEVANT STANDARD	Gypsum linings - Application and finishing
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	50

WINDOW COVERINGS (COMMON AREAS)

RELEVANT STANDARD	Common Area Window Coverings : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	7

HYDRAULIC/PLUMBING SERVICES

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

COLD AND HOT WATER

RELEVANT STANDARD	Water Heaters & Hot-Water Storage Tanks : Health & Safety
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

FIRE HOSE REELS

RELEVANT STANDARD	Fire Hydrant System
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

NATURAL GAS

RELEVANT STANDARD	Gas Installations
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	25

SANITARY PLUMBING AND DRAINAGE

RELEVANT STANDARD	Sanitary Plumbing & Drainage
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	25



STORMWATER PUMPS AND DRAINAGE

RELEVANT STANDARD	Stormwater Pump/Pump Controller : Service/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

LANDSCAPING & PEST MANAGEMENT

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine
INSPECTION FREQUENCY:	Annually
LAST INSPECTION DATE:	07-Nov-2024
NEXT INSPECTION DATE:	07-Nov-2025

IRRIGATION SYSTEM AND CONTROLLERS

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

LANDSCAPING, GARDEN, PLANTS AND TREES

INSTALL DATE	30-Oct-2024
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PEST INSPECTIONS AND INTERNAL BAITING (COMMON AREAS)

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	1

LIFT SERVICES	
INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety/Compliance
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

ELEVATORS/MOTORS/BRAKES	
MANUFACTURER	Kone
IDENTIFIER	KONE Ecosystem™N MonoSpace
RELEVANT STANDARD	Lifts, Escalators & Moving Walks : General Requirements(AS 1735)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20
COMMENTS	KONE LIFT OPERATION & MAINTENANCE MANUAL (Saved to O&M Manuals Folder).

MISCELLANEOUS FILE NOTES	
INSPECTOR:	Adam Macie
INSPECTION TYPE:	
INSPECTION FREQUENCY:	
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

GENERAL NOTES	
INSTALL DATE	30-Oct-2024

SECURITY, SAFETY & NETWORK

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety/Compliance
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

SECURITY, SAFETY AND NETWORK

MANUFACTURER	Dahua
RELEVANT STANDARD	CCTV Maintenance/Repair(AS 4806)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	5
COMMENTS	PALMERS BUILDING TECHNOLOGY SPECIALISTS OPERATION & MAINTENANCE MANUAL (Saved in O&M Manuals Folder): Intercom, Access Control, CCTV• Palmers has been engaged to install a Dahua intercom system, access control to service the residential apartments in Block A.

SUPERSTRUCTURE

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety
INSPECTION FREQUENCY:	Annually
LAST INSPECTION DATE:	02-Dec-2024
NEXT INSPECTION DATE:	02-Dec-2025

AWNING AND LOUVRES

RELEVANT STANDARD	Other
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

BALCONIES, BALUSTRADES AND HANDRAILS

RELEVANT STANDARD	Balustrades & Handrail fixings : Maintain/Repair/Replace(NCC Vol 2 Part 3.9.2.2)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	

BRICKWORK AND METALWORK

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	99

DECKING

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

FENCING

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	30

MAILBOXES AND STORAGE CAGES

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

PAINT (COMMON AREAS EXTERIOR AND INTERIOR)

RELEVANT STANDARD	Painting - All Areas : Repainting
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

PERGOLAS

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	50

RENDERED SURFACES AND FACADE

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	25

ROOF

RELEVANT STANDARD	Roof : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	70

ROOF LADDERS AND SAFETY SYSTEM

MANUFACTURER	Suresafe
RELEVANT STANDARD	Manufacturing requirements for single-point anchor device used for harness-based work at height(AS/NZS 5532)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	8
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	Suresafe Height Safety Solutions
COMMENTS	ROOF SAFETY SYSTEM COMPLIANCE CERTIFICATE (Saved in O&M Manuals Folder).

SKYLIGHTS

RELEVANT STANDARD	Skylights : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

WATERPROOFING

RELEVANT STANDARD	Waterproofing Membranes for External Above-Ground Use(AS 4654)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	

WINDOW GLAZING, HARDWARE AND MAINTENANCE

RELEVANT STANDARD	Windows : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

SCOPE & LIMITATIONS & TERMS OF USE

1. ARCSITE

Arcsite is a software platform designed to facilitate the creation of a **Developer's Maintenance Plan** for new buildings and a **Building Maintenance Plan** for existing buildings. In addition to its planning capabilities, Arcsite serves as a comprehensive data repository, enabling the Building Manager and the Executive Committee to manage maintenance planning, maintenance requests, and routine inspections in real-time throughout the life of the building. By streamlining these processes, Arcsite helps significantly reduce unnecessary expenses that often result from an ad hoc approach to building maintenance. The platform also allows users to monitor maintenance trends and generate detailed reports, providing insights into how effectively the building is being maintained.

The ACT Government's Maintenance Schedules and Plans Fact Sheet suggests that the Owners Corporation (OC) regularly reviews its maintenance plan and updates it as necessary. Arcsite supports this process by providing a collaborative management system, where important documentation (manuals, warranties, maintenance records, defect lists etc.) is stored and accessible for easy reference. The login to the Arcsite platform is tied to the building and follows the building throughout its lifecycle, ensuring historical data is retained even when there is a change in building management.

2. Maintenance Plan Onboarding Process

Arcsite is designed to be your data repository for the Executive Committee's information relating to the maintenance, repair or replacement of systems, equipment, structures and other items on the common property. When onboarding to Arcsite, we collaborate with the Builder & Developer (new buildings) and the Building Manager and OC (previously occupied buildings) to map out the building's maintenance requirements. This process generates a draft maintenance plan, relying on the relevant parties to supply essential data, such as:

- Operating manuals and warranty information
- Previous Developer's Maintenance Schedule (if applicable)
- The Building File for the complex
- Photographs and logs
- Anticipated capital expenditures (if known)
- In the case of a new development, an Arcsite inspector will take an extensive suite of photographs of the new development which will be archived in the portal

The draft plan provides estimates for the life cycle of building elements, projections for capital expenditures, and a suggested schedule for critical routine and safety inspections.

3. Customisation and Adoption of Maintenance Plan

After the onboarding process, the Builder and Developer, the Building Manager and the OC must review the draft maintenance plan to ensure it meets their needs and the legislative requirements of the Unit Titles (Management) Act 2011 and associated regulations. The OC is responsible for adopting or amending the plan based on their own review and the Executive Committee can then update and manage the maintenance plan once adopted through Arcsite.

4. Data Repository and Management

Arcsite acts as a comprehensive data repository, providing the OC, Building Manager, and Executive Committee access to information relating to the maintenance, repair, or replacement of building systems and structures. This centralisation helps streamline management processes and provides transparency, especially during building management transitions.

5. Maintenance Plan Assessment Overview Report

For buildings with incomplete or outdated maintenance planning documentation, the Arcsite team offers a Maintenance Plan Assessment Overview Report. This service includes a review of the building's existing maintenance data and a review with the Building Manager to collate assets. The building is then quantified into the Arcsite system, using the current sinking fund to inform suggested timelines and periodic inspections for each building element, helping to create the draft Building Maintenance Plan. **Note:** This report is not a comprehensive condition or defect assessment. It is intended to assist the OC in enhancing its maintenance schedule and should not be solely relied upon to identify all potential issues.

TERMS & CONDITIONS

6. Purpose of Reports

The reports generated by Arcsite and the maintenance planning schedule are designed to compile a comprehensive data file on the units plan complex as it exists during the onboarding period. The Maintenance Plan provides the Management Group with a roadmap that identifies the common areas of the building that must be monitored and maintained by the Owners Corporation. These areas include, but are not limited to, structures, equipment, fittings, furniture, security, fire protection, fencing, gates, common area painting, and pool safety. **Important:** This is **not** a comprehensive condition or defect report. Arcsite Inspectors are not experts in all building elements. The maintenance plan portal exists to house records that reflect the work of external expert service providers that is undertaken during routine and safety inspections and remediation or proactive maintenance works. If there are any comments or observations regarding defects or the condition of a building element, they are provided as a courtesy. We are not required to report on defects and cannot guarantee the identification of every issue. The inclusion of any observations should not be considered a comprehensive condition report.

7. The Arcsite Portal And Maintenance Plan Requires Regular Review Prior To Circulation

It is the responsibility of the Builder & Developer (new buildings) and the Strata Management Group and the Executive Committee (previously occupied buildings) to review the plan supplied by Arcsite and ensure all common property elements have been identified.



Common property elements vary from building to building it is therefore dependent on the documentation that has been supplied to us and our own discretion, to determine elements on the units plan complex that should be appropriately included in a maintenance plan. The portal and plan should be carefully vetted prior to the implementation of routine and safety maintenance protocols and we are available to update or amend as required.

8. Builder & Developer Access

Builders and Developers who have paid the Arcsite onboarding fee in full will be granted unlimited access to the building's data within the Arcsite platform for a period of 24 months following the date of onboarding. During this period, no additional charges will apply to the Builder and Developer for accessing the system beyond the initial onboarding fee. This access allows Builders and Developers to monitor, manage, and rectify any common area defects in accordance with their contractual obligations. At the end of the 24-month period, access will be automatically terminated unless otherwise agreed upon in writing in consultation with the building owners, subject to additional fees.

9. Common Area Defects Register

The Builder and Developer have selected the Arcsite platform to deliver their Developer's Maintenance Plan, ensuring the highest level of transparency and efficiency during the handover process. As part of this commitment, the Builder will only address and manage common area defects that are formally recorded and tabled in the Arcsite Common Area Defects Register. This approach ensures that all parties, including the Owners Corporation, Building Manager, and the Developer, have real-time access to a single, centralised defect list. The status of defects and any related communications can be tracked within the platform, ensuring streamlined communication and a clear, collaborative approach to resolving issues. By utilising Arcsite, all parties benefit from greater accountability, tighter communication, and a more efficient defect management process.

10. Reference to Standards

Where Australian or other relevant Standards are referenced, these standards are subject to revision or amendment and are provided solely for informational purposes. It is the responsibility of the appropriate industry expert conducting routine and safety inspections to verify and confirm compliance with the most current applicable standards at the time of inspection or maintenance.

11. Estimated Service Lifespan

The Estimated Service Lifespans provided in Arcsite are based on industry research, expert opinions, trade manuals, and practical experience. These estimates are inherently subjective and do not constitute a guarantee that the lifespans noted in the maintenance plan are definitive or immune to change. In the absence of comprehensive evidence of routine inspections and maintenance, these recommendations should be considered as guidelines only.

We cannot predict or account for unforeseen incidents that may affect the lifespan of building elements, such as usage patterns, environmental conditions, unforeseen events, or design deficiencies.

During the onboarding process, the inspector provides an estimated timeframe for when major investment may be required for the service, upgrade, repair, or replacement of building elements. This estimate is also subjective and should be regularly updated based on subsequent routine and safety inspections by qualified professionals. Arcsite makes no guarantee as to the accuracy of the estimated year for capital expenditure, which is subject to change.

12. Next Inspection Dates

The next inspection dates provided in Arcsite reports are estimates and may not reflect the most recent inspections performed by relevant service providers. The Building Manager is responsible for updating inspection schedules based on past data.

13. Testing Has Not Been Performed

Building elements have not been tested during the preparation of the maintenance plan. Only licensed industry experts can perform in-depth tests for building elements, and their attendance is required for ensuring compliance.

14. Fire Safety, Pools & Spas, Balconies & Balustrades & Structures at Height

Arcsite is not authorised or qualified (for the purposes of this specific serviced agreement) to inspect or make comment on the safety of building elements including but not limited to fire safety, pools and spas, electrical and plumbing installations, balconies and balustrades and structures at height. If any comment has been made with regard to an observed defect or safety risk, it is important to be aware that a comprehensive inspection by an engineer or expert has not been undertaken and observations are provided to flag potential safety risks. A qualified technician must always be consulted for routine and safety inspections.



15. Safety & Reasonable Access

On the occasion where an Arcsite Inspector may visit a building, the Australian Standard 4349.1 – 2007 3.2.2 informs Work Health & Safety. The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector’s line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as “areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant’s unobstructed line of sight and within arm’s length. NOTE: Reasonable access does not include removing screws and bolts to access covers.”

Reasonable access is determined in accordance with the provisions of the following WHS requirements

* To underside of bearer, joist or other obstruction to access.

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	Vertical clearance - Timber Floor: 400* Concrete Floor: 500	
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

Work Health and Safety Act 2011 - A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011. The owners of “workplaces” must ensure, and as the Site may be a “workplace”, Arcsite requires that:

- The Site is safe and without risk
- The plant and substances at the Site are used without risk; and workers are trained in work, health and safety (WHS), are aware of their obligations and do, in fact, act in a safe manner.

16. QR Code Plates

In the event that an Arcsite subscription lapses or is terminated, the building owner is responsible for the prompt removal of all QR code plates installed in common areas within 30 days. Arcsite Pty Limited reserves the right to deactivate or restrict access to the QR codes if removal is not completed within this time frame. Failure to comply may result in additional fees or penalties, and Arcsite may pursue legal remedies to ensure compliance. Arcsite reserves the right to upgrade or modify the features associated with the QR codes, including but not limited to links to external services, resources, or advertisements, at any time and without prior notice to the building owner. Such upgrades are designed to improve functionality and the overall user experience and may include relevant third-party services that align with the building’s maintenance or operational needs. Arcsite retains sole discretion over the content displayed via QR codes, and no endorsement of external services or advertisements is implied by the builder, developer, building owner, manager or the Owners Corporation.

17. Ownership, Data Access, and Intellectual Property Rights

All materials provided by Arcsite Pty Limited, including but not limited to reports, content, designs, data, systems, processes, and the Arcsite portal itself, are the exclusive intellectual property of Arcsite Pty Limited and Stratalink Australia Pty Limited. This intellectual property is protected by copyright, trademark, and other applicable intellectual property laws, and includes but is not limited to the following:

Ownership of Data: The data inputted by the Owners Corporation and their agents, as well as information related to the building’s maintenance, systems, and operations, remains the property of the Owners Corporation. This includes maintenance records, manuals, warranties, and other operational data. However, by using the Arcsite platform, the Owners Corporation grants Arcsite Pty Limited the right to access, use, and store this data for the following limited purposes:

- Ensuring compliance with relevant regulations;
- Providing access to leaseholders of their building data
- Assisting in connecting building owners and their agents with relevant service providers;
- Improving platform features and functionality for the benefit of users

Compliance Register: Arcsite maintains a compliance register where essential compliance-related documentation, such as swimming pool compliance data, sustainability infrastructure, and insulation status, is stored. This register is continuously updated and can be accessed by the building owners and their authorised agents for reference and regulatory compliance purposes.

18. Intellectual Property and Copyright

All proprietary rights, including copyright, trademarks, and other intellectual property rights associated with the Arcsite platform, including the design, processes, systems, and reports generated within the platform, are exclusively owned by Arcsite Pty Limited and Stratalink Australia Pty Limited. These rights are fully protected under Australian and international copyright laws.

Exclusive Rights: Arcsite Pty Limited retains full ownership over all system designs, processes, styles, platform functionalities, and any other materials generated through the use of the Arcsite platform, including the platform’s structure and content, excluding the building-specific data provided by the Owners Corporation. No part of the Arcsite platform, including its reports, designs, processes, data, or any other materials, may be copied, reproduced, distributed, republished, modified, uploaded, posted, transmitted, or used in any form or by any means without the prior express written permission of Arcsite Pty Limited. Unauthorised use of these materials constitutes a violation of Arcsite’s intellectual property rights and may result in legal action.

Liability for Infringement: Arcsite Pty Limited reserves the right to pursue all legal remedies available under copyright and intellectual property laws for any unauthorised use, reproduction, or distribution of Arcsite's materials, including damages, legal costs, and injunctive relief.

19. Subscription Renewal

Once an Owners Corporation (OC) has selected their Arcsite subscription plan, the subscription will automatically renew at the end of each subscription period unless terminated in writing by the OC with at least 30 days' notice prior to the renewal date. The renewal date is always published in the building information tab of the Arcsite platform. Arcsite Pty Limited reserves the right to adjust subscription fees upon renewal. However, if the OC has selected a 3-year subscription plan, the fees will remain fixed for the duration of the 3-year period. Upon the expiration of the 3-year plan, the subscription will automatically renew, and any changes in fees will be communicated to the OC 60 days prior to the renewal date. In the event that the OC does not agree to the new fees, they may terminate the subscription by providing written notice at least 30 days before the renewal date. Payment for all renewal fees is due within 14 days of the renewal date.

20. Termination Guidelines

Arcsite Pty Limited will archive building data for 90 days post-termination, after which all data will be permanently deleted unless a written request for extension is made and approved.

- a. **Subscription Lapse or Termination by Client:** If the subscription is allowed to lapse or is voluntarily terminated by the building owner or the Owners Corporation (OC), all access to the Arcsite platform, including reports, data, and other resources, will be suspended immediately. The building owner or OC will have 30 days of supervised access from the date of termination to retrieve any stored data.
- b. **Termination for Non-Payment:** In the event of non-payment of an invoice after 30 days overdue and a minimum of 3 reminders, Arcsite Pty Limited reserves the right to suspend access to the Arcsite platform, deactivate user logins, and terminate the subscription without further notice. No liability is assumed by Arcsite Pty Limited for any delays, losses, or damages resulting from the suspension or termination due to non-payment.
- c. **Termination for Breach of Terms:** If a breach of these terms occurs, including but not limited to unauthorised use of intellectual property, or any other violation of Arcsite's guidelines, Arcsite Pty Limited reserves the right to immediately terminate access to the platform without notice. In such cases, Arcsite reserves the right to pursue any and all legal remedies, including the recovery of damages.
- d. **Early Termination of Three-Year Subscription:** If the client terminates a three-year subscription before the end of the agreed term, the remaining balance of the subscription must be paid in full within 14 days of termination. Failure to make payment within this period will result in additional recovery actions as deemed necessary by Arcsite Pty Limited.
- e. **Reactivation:** If a subscription is reactivated within 90 days of termination, access to the building's data may be restored upon full payment of any outstanding invoices and a reactivation fee equal to 30% of the original onboarding invoice. After 90 days, data recovery may not be possible.

21. Important Notice and Limitation of Liability

Any report issued by Arcsite Pty Limited is valid as of the date of inspection and is prepared solely for the use and benefit of the Client. No other party is entitled to rely on the report, in whole or in part, and any third party doing so assumes all risk. Arcsite Pty Limited accepts no liability or responsibility in contract, tort, statute, or otherwise to any other party who uses, relies upon, or acts upon any information contained in the report without prior written consent.

Liability for Payment: Arcsite Pty Limited will issue invoices on the date of the building's onboarding into the Arcsite system. Payment of all invoices is required prior to the activation of user logins. Arcsite Pty Limited accepts no liability or responsibility for any work, reports, or services provided if the invoice remains unpaid.

Accuracy of Documentation: Arcsite Pty Limited accepts no liability for omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representatives. If documents supplied to Arcsite Pty Limited are incomplete, inaccurate, or illegible, the responsibility lies solely with the party supplying the documents.

Validity and Warranty of Reports: Any report issued by Arcsite Pty Limited represents the opinion of the company and is valid for a period of one hundred and eighty (180) days from the date of inspection. In the event that any omission or discrepancy is alleged, Arcsite Pty Limited must be notified in writing before any action is taken. Arcsite Pty Limited accepts no liability for any costs, including but not limited to remedial action or professional advice, incurred prior to receiving written notice of the alleged omission or discrepancy.

Supersession of Reports: Any report issued by Arcsite Pty Limited supersedes all previous reports, whether verbal or written, provided by Arcsite Pty Limited or Stratalink Australia Pty Limited in relation to the site.



Sinking Fund Plan

Norrebro Block A

1-3 Buninyong Street, Watson, ACT 2602

Scheme Number: 16480



COMPILED BY VON HARAMINA

**On 6 June 2025 for the
15 Years Commencing: 1 December 2024
QIA Job Reference Number: 221853**

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

1-3 Buninyong Street, Watson, ACT 2602

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$4.56

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.

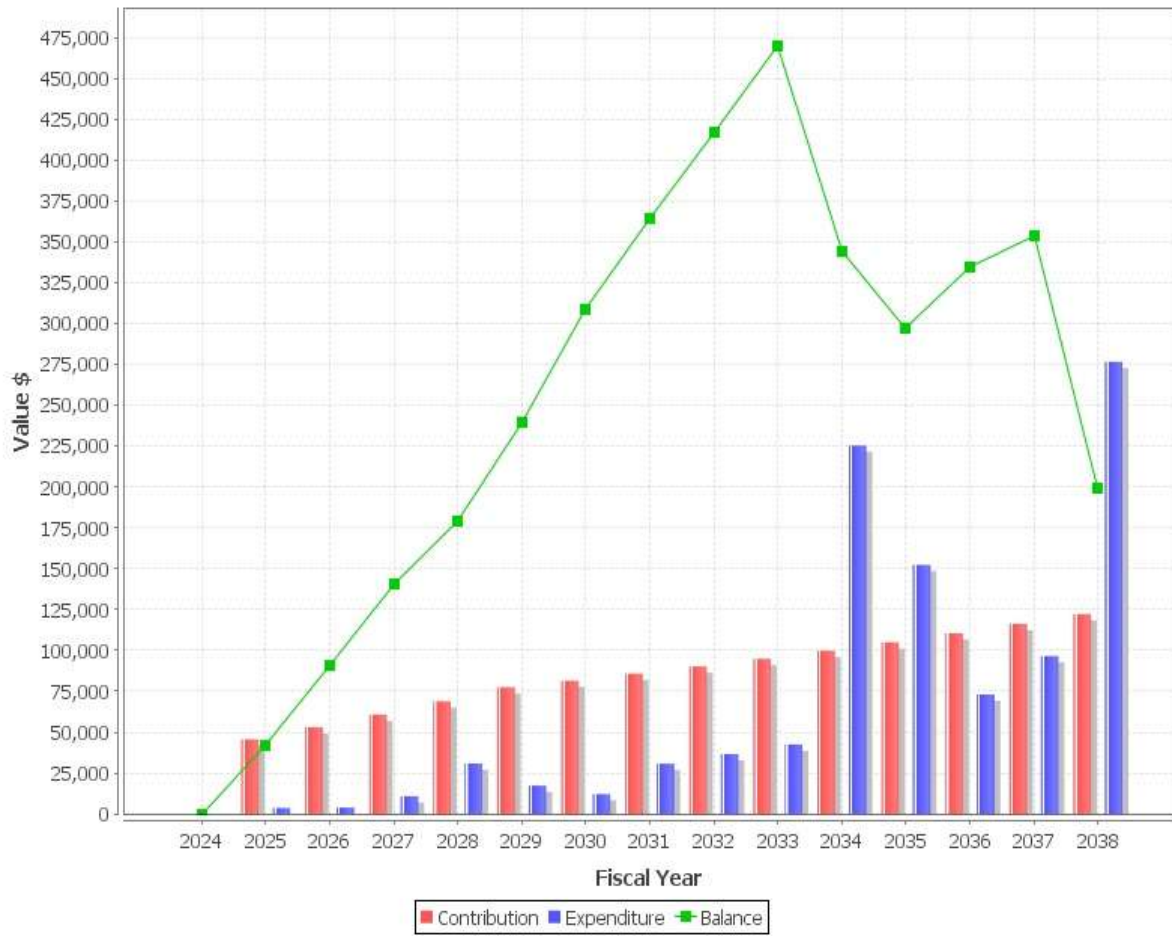
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	01/12/2024	\$0	\$0	\$0.00	\$0	\$0
2	01/12/2025	\$0	\$45,624	\$4.56	\$3,642	\$41,982
3	01/12/2026	\$41,982	\$52,996	\$5.30	\$3,824	\$91,154
4	01/12/2027	\$91,154	\$60,752	\$6.08	\$10,754	\$141,152
5	01/12/2028	\$141,152	\$68,911	\$6.89	\$30,816	\$179,248
6	01/12/2029	\$179,248	\$77,494	\$7.75	\$17,247	\$239,494
7	01/12/2030	\$239,494	\$81,524	\$8.15	\$12,161	\$308,857
8	01/12/2031	\$308,857	\$85,763	\$8.58	\$30,699	\$363,921
9	01/12/2032	\$363,921	\$90,223	\$9.02	\$36,579	\$417,565
10	01/12/2033	\$417,565	\$94,914	\$9.49	\$42,476	\$470,003
11	01/12/2034	\$470,003	\$99,850	\$9.98	\$225,444	\$344,408
12	01/12/2035	\$344,408	\$105,042	\$10.50	\$152,431	\$297,019
13	01/12/2036	\$297,019	\$110,504	\$11.05	\$73,126	\$334,397
14	01/12/2037	\$334,397	\$116,250	\$11.63	\$96,618	\$354,029
15	01/12/2038	\$354,029	\$122,295	\$12.23	\$276,717	\$199,608

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

December 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,642
<u>Total Forecast Expenditure for year - December 2025 (Inc GST):</u>	<u>\$3,642</u>
Includes GST amount of :	\$331
December 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,824
<u>Total Forecast Expenditure for year - December 2026 (Inc GST):</u>	<u>\$3,824</u>
Includes GST amount of :	\$348
December 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$4,015
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$6,739
<u>Total Forecast Expenditure for year - December 2027 (Inc GST):</u>	<u>\$10,754</u>
Includes GST amount of :	\$978
December 2028	Expense Inc GST
SUPERSTRUCTURE	
- Repaint vent/downpipes	\$6,486
- Capital Replacement - General	\$4,216

BASEMENT

- Provision for CO sensor replacement/monitor \$1,784
- Maintain/repair main garage doors running gear \$1,483

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$5,932
- Provision to upgrade keypads/swipe readers \$2,545
- Provision to upgrade security cameras & associated equipment \$1,876
- Provision to replace door closers \$1,427

PLANT & EQUIPMENT

- Maintenance, repairs to waste compactors/chutes/doors/hoppers \$5,068

Total Forecast Expenditure for year - December 2028 (Inc GST): \$30,816

Includes GST amount of : \$2,801

December 2029	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings \$1,625
- Provision to replace balustrade/handrail fixings \$1,164
- Capital Replacement - General \$4,427

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total \$3,794

EXTERNAL WORKS

- Maintain common pipework \$3,330

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,091
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- Provision to replace door hardware	\$1,816
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<u>Total Forecast Expenditure for year - December 2029 (Inc GST):</u>	<u>\$17,247</u>
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Includes GST amount of :	\$1,568
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December 2030

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$4,648
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DRIVEWAYS, PATHWAYS & PARKING

- Provision to replace wheel stops	\$726
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ENTRY FOYER

- Maintain floor tiles	\$1,029
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$2,786
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LOBBIES

- Maintain floor tiles	\$650
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PLANT & EQUIPMENT

- Replace ozone generator	\$2,322
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<u>Total Forecast Expenditure for year - December 2030 (Inc GST):</u>	<u>\$12,161</u>
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Includes GST amount of :	\$1,106
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December 2031

Expense
Inc GST

SUPERSTRUCTURE

- Maintain balcony/verandah floor tiles	\$2,515
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- Capital Replacement - General	\$4,880
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BASEMENT

- Replace exhaust/supply fans incl. HVAC monitor/variable driver \$10,762

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$6,866

- Provision to replace door closers \$1,652

PLANT & EQUIPMENT

- Replace sani pump \$4,022

Total Forecast Expenditure for year - December 2031 (Inc GST): \$30,699

Includes GST amount of : \$2,791

December 2032	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings \$1,881

- Provision to replace balustrade/handrail fixings \$1,348

- Capital Replacement - General \$5,125

BASEMENT

- Replace main garage door motors \$4,949

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total \$4,392

FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment \$2,281

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$8,601
- Replace jacking/sprinkler pump	\$5,409
- Provision to replace pressure tank	\$887
- Provision to replace hydrant valve assemblies & seals	\$1,706
<u>Total Forecast Expenditure for year - December 2032 (Inc GST):</u>	<u>\$36,579</u>
Includes GST amount of :	\$3,325

December 2033Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$5,381
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BASEMENT

- Provision for CO sensor replacement/monitor	\$2,276
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EXTERNAL WORKS

- Maintain bin enclosure	\$2,849
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$7,203

FURNITURE & FITTINGS

- Provision to upgrade keypads/swipe readers	\$3,248
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ROOF

- Provision to maintain roof fixtures and flashings	\$15,051
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PLANT & EQUIPMENT

- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$6,468
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Total Forecast Expenditure for year - December 2033 (Inc GST): \$42,476

Includes GST amount of : \$3,861

December 2034	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings	\$10,818
- Repaint balcony/verandah ceilings	\$22,059
- Scaffold/access equip allowance	\$20,592
- Repaint door face	\$1,355
- Capital Replacement - General	\$5,650
BASEMENT	
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$12,458
- Repaint line marking	\$9,215
- Repaint door face	\$339
- Maintain/repair main garage doors running gear	\$1,987
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain driveway 3% of total	\$4,774
- Maintain/repaint bollards	\$975
- Provision to replace wheel stops	\$882
ENTRY FOYER	
- Repaint walls	\$5,625
- Repaint ceiling	\$2,683
- Maintain floor tiles	\$1,251

FURNITURE & FITTINGS

- Maintain signage	\$1,750
- Install/Replace sensors/exits/emergency lighting	\$7,949
- Ongoing partial replacement of exterior lighting	\$1,392
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$9,691
- Provision to replace door closers	\$1,912

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,198
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$16,660

LOBBIES

- Repaint walls	\$39,377
- Repaint ceiling	\$16,876
- Repaint door face	\$19,769
- Maintain floor tiles	\$790

STAIRWELL

- Repaint door face	\$5,418
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<u>Total Forecast Expenditure for year - December 2034 (Inc GST):</u>	<u>\$225,444</u>
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Includes GST amount of :	\$20,495
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December 2035	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	\$2,178
- Provision to replace balustrade/handrail fixings	\$1,560
- Maintain balcony/verandah floor tiles	\$3,057
- Capital Replacement - General	\$5,932
BASEMENT	
- Replace stormwater pumps	\$5,452
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain pathways 10% of total	\$5,085
ENTRY FOYER	
- Replace carpet	\$5,689
FURNITURE & FITTINGS	
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$10,176
FIRE PROTECTION SYSTEMS	
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,358
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$17,493
LOBBIES	
- Replace carpet	\$92,451
<u>Total Forecast Expenditure for year - December 2035 (Inc GST):</u>	<u>\$152,431</u>
Includes GST amount of :	\$13,857

December 2036		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$6,229
BASEMENT		
- Maintain ventilation ducting		\$1,176
EXTERNAL WORKS		
- Maintain common pipework		\$4,686
FURNITURE & FITTINGS		
- Provision to upgrade security cameras & associated equipment		\$2,772
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%		\$10,684
- Provision to replace door hardware		\$2,555
FIRE PROTECTION SYSTEMS		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%		\$3,526
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%		\$18,367
ROOF		
- Provision partial balcony membrane replacement		\$17,997
PLANT & EQUIPMENT		
- Replace sani pump		\$5,134
<u>Total Forecast Expenditure for year - December 2036 (Inc GST):</u>		<u>\$73,126</u>
Includes GST amount of :		\$6,648
December 2037		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$6,540

BASEMENT

- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$14,422
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DRIVEWAYS, PATHWAYS & PARKING

- Replace traffic mirror	\$762
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FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$9,202
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- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$11,218
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- Provision to replace door closers	\$2,214
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FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,702
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- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$19,286
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- Provision to replace portable fire extinguishers	\$10,977
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ROOF

- Provision to maintain roof fixtures and flashings	\$18,295
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<u>Total Forecast Expenditure for year - December 2037 (Inc GST):</u>	<u>\$96,618</u>
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Includes GST amount of :	\$8,783
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December 2038

Expense Inc GST

SUPERSTRUCTURE

- Replace window fixtures and fittings	\$2,521
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- Repaint vent/downpipes	\$10,565
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- Replace external door/frame	\$1,601
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- Provision to replace balustrade/handrail fixings	\$1,806
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- Capital Replacement - General	\$6,867
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BASEMENT

- Provision for CO sensor replacement/monitor	\$2,905
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$3,997
- Replace stormwater pumps	\$6,312

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$5,886
- Provision to replace wheel stops	\$1,072

ENTRY FOYER

- Maintain floor tiles	\$1,521
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EXTERNAL WORKS

- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$9,193
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FENCING

- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$5,122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$3,032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$7,615

FURNITURE & FITTINGS

- Provision to replace mail boxes (partial accrual) 20%	\$4,034
- Provision to upgrade keypads/swipe readers	\$4,145
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$11,779

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$20,250

LOBBIES

- Maintain floor tiles	\$960
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ROOF

- Provision to replace guttering in 30 years (partial accrual) 25%	\$5,360
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- Provision to replace down pipes in 30 years (partial accrual) 25%	\$28,428
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PLANT & EQUIPMENT

- Refurbish lifts interior in 25 years (partial accrual) 33%	\$7,547
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- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$108,624
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- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$8,255
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- Replace ozone generator	\$3,430
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<u>Total Forecast Expenditure for year - December 2038 (Inc GST):</u>	<u>\$276,717</u>
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Includes GST amount of :	\$25,156
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$5,750	2034	10											10818				
- Repaint balcony/verandah ceilings	\$11,725	2034	10											22059				
- Replace window fixtures and fittings	\$1,102	2029	3						1625			1881			2178			2521
- Repaint vent/downpipes	\$4,620	2028	10					6486										10565
- Scaffold/access equip allowance	\$10,945	2034	10											20592				
- Repaint door face	\$720	2034	10											1355				
- Replace external door/frame	\$700	2038	5															1601
- Provision to replace balustrade/handrail fixings	\$790	2029	3						1164			1348			1560			1806
- Maintain balcony/verandah floor tiles	\$1,548	2031	4								2515				3057			
- Capital Replacement - General	\$3,003	2025	1		3642	3824	4015	4216	4427	4648	4880	5125	5381	5650	5932	6229	6540	6867
BASEMENT																		
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$6,622	2031	3								10762			12458				14422
- Repaint line marking	\$4,898	2034	10											9215				
- Provision for CO sensor replacement/monitor	\$1,270	2028	5					1784					2276					2905
- Maintain ventilation ducting	\$567	2036	5													1176		
- Repaint door face	\$180	2034	10											339				
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$1,748	2038	2															3997
- Maintain/repair main garage doors running gear	\$1,056	2028	6					1483						1987				
- Replace main garage door motors	\$2,900	2032	10									4949						
- Replace stormwater pumps	\$2,760	2035	3												5452			6312

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$2,574	2029	3						3794			4392			5085			5886
- Maintain driveway 3% of total	\$2,538	2034	5											4774				
- Maintain/repaint bollards	\$518	2034	10											975				
- Replace traffic mirror	\$350	2037	15														762	
- Provision to replace wheel stops	\$469	2030	4							726				882				1072
ENTRY FOYER																		
- Repaint walls	\$2,990	2034	10											5625				
- Repaint ceiling	\$1,426	2034	10											2683				
- Maintain floor tiles	\$665	2030	4							1029				1251				1521
- Replace carpet	\$2,880	2035	12												5689			
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7						3330							4686		
- Maintain bin enclosure	\$1,590	2033	10										2849					
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$4,020	2033	5										7203					9193
FENCING																		
- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$2,240	2038	15															5122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$1,326	2038	5															3032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$3,330	2038	15															7615
FURNITURE & FITTINGS																		
- Maintain signage	\$930	2034	5											1750				
- Provision to replace mail boxes (partial accrual) 20%	\$1,764	2038	2															4034
- Install/Replace sensors/exits/emergency lighting	\$4,225	2028	3					5932			6866			7949			9202	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS (CONT.)																		
- Ongoing partial replacement of exterior lighting	\$740	2029	5						1091					1392				
- Provision to upgrade keypads/swipe readers	\$1,812	2028	5					2545					3248					4145
- Provision to upgrade security cameras & associated equipment	\$1,336	2028	4					1876				2281				2772		
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$5,151	2034	1											9691	10176	10684	11218	11779
- Provision to replace door closers	\$1,016	2028	3					1427			1652			1912			2214	
- Provision to replace door hardware	\$1,232	2029	7						1816							2555		
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$1,700	2034	1											3198	3358	3526	3702	3888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$8,855	2034	1											16660	17493	18367	19286	20250
- Provision to replace fire hose reels	\$1,800	2030	9							2786								
- Provision to replace portable fire extinguishers	\$5,040	2027	5				6739					8601					10977	
- Replace jacking/sprinkler pump	\$3,170	2032	10									5409						
- Provision to replace pressure tank	\$520	2032	10									887						
- Provision to replace hydrant valve assemblies & seals	\$1,000	2032	10									1706						
LOBBIES																		
- Repaint walls	\$20,930	2034	10											39377				
- Repaint ceiling	\$8,970	2034	10											16876				
- Replace carpet	\$46,800	2035	12												92451			
- Repaint door face	\$10,508	2034	10											19769				
- Maintain floor tiles	\$420	2030	4							650				790				960

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
ROOF																		
- Provision to replace guttering in 30 years (partial accrual) 25%	\$2,344	2038	5															5360
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,431	2038	5															28428
- Provision partial balcony membrane replacement	\$8,676	2036	5													17997		
- Provision to maintain roof fixtures and flashings	\$8,400	2033	4										15051				18295	
STAIRWELL																		
- Repaint door face	\$2,880	2034	10											5418				
PLANT & EQUIPMENT																		
- Refurbish lifts interior in 25 years (partial accrual) 33%	\$3,300	2038	3															7547
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$47,500	2038	5															108624
- Replace sani pump	\$2,475	2031	5								4022					5134		
- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$3,610	2028	5					5068					6468					8255
- Replace ozone generator	\$1,500	2030	8							2322								3430
Total				0	3642	3824	10754	30816	17247	12161	30699	36579	42476	225444	152431	73126	96618	276717
Includes GST amount of				0	331	348	978	2801	1568	1106	2791	3325	3861	20495	13857	6648	8783	25156

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$5,750	2034	10	761	1561	2401	3282	4208	5179	6200	7271	8396	9578	10818	1401	2872	4416	6038
- Repaint balcony/verandah ceilings	\$11,725	2034	10	1553	3183	4895	6692	8580	10561	12642	14827	17121	19530	22059	2857	5856	9006	12313
- Replace window fixtures and fittings	\$1,102	2029	3	239	490	753	1030	1320	1625	597	1223	1881	691	1416	2178	800	1639	2521
- Repaint vent/downpipes	\$4,620	2028	10	1174	2406	3700	5059	6486	840	1722	2648	3620	4641	5713	6839	8021	9262	10565
- Scaffold/access equip allowance	\$10,945	2034	10	1449	2971	4569	6247	8009	9859	11801	13841	15982	18231	20592	2667	5467	8407	11494
- Repaint door face	\$720	2034	10	95	196	301	411	527	649	777	911	1052	1200	1355	175	360	553	756
- Replace external door/frame	\$700	2038	5	74	152	234	320	410	505	604	708	818	933	1054	1181	1314	1454	1601
- Provision to replace balustrade/handrail fixings	\$790	2029	3	171	351	539	738	946	1164	428	877	1348	495	1014	1560	573	1174	1806
- Maintain balcony/verandah floor tiles	\$1,548	2031	4	263	540	830	1135	1455	1791	2144	2515	709	1454	2236	3057	862	1767	2717
- Capital Replacement - General	\$3,003	2025	1	1777	3642	3824	4015	4216	4427	4648	4880	5125	5381	5650	5932	6229	6540	6867
BASEMENT																		
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$6,622	2031	3	1127	2310	3553	4858	6227	7666	9176	10762	3952	8101	12458	4575	9378	14422	5296
- Repaint line marking	\$4,898	2034	10	649	1330	2045	2796	3584	4412	5281	6194	7152	8158	9215	1193	2446	3762	5144
- Provision for CO sensor replacement/monitor	\$1,270	2028	5	323	662	1018	1392	1784	412	844	1299	1775	2276	526	1078	1657	2266	2905
- Maintain ventilation ducting	\$567	2036	5	66	136	209	286	367	452	541	634	732	835	943	1057	1176	271	556
- Repaint door face	\$180	2034	10	24	49	75	103	132	162	194	228	263	300	339	44	90	138	189
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$1,748	2038	2	185	380	584	798	1024	1260	1508	1769	2042	2330	2632	2948	3281	3630	3997
- Maintain/repair main garage doors running gear	\$1,056	2028	6	268	550	846	1157	1483	292	599	921	1259	1614	1987	391	802	1234	1687
- Replace main garage door motors	\$2,900	2032	10	449	920	1415	1934	2480	3053	3654	4286	4949	641	1314	2020	2762	3541	4359
- Replace stormwater pumps	\$2,760	2035	3	343	702	1080	1476	1893	2330	2789	3271	3777	4308	4866	5452	2002	4105	6312

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$2,574	2029	3	558	1143	1758	2404	3082	3794	1393	2856	4392	1613	3307	5085	1867	3828	5886
- Maintain driveway 3% of total	\$2,538	2034	5	336	689	1059	1448	1857	2286	2736	3209	3705	4227	4774	1102	2260	3476	4752
- Maintain/repaint bollards	\$518	2034	10	69	141	216	296	379	467	559	655	757	863	975	126	259	398	544
- Replace traffic mirror	\$350	2037	15	39	80	123	168	215	264	317	371	429	489	552	619	689	762	73
- Provision to replace wheel stops	\$469	2030	4	89	183	281	384	493	607	726	205	420	645	882	249	510	784	1072
ENTRY FOYER																		
- Repaint walls	\$2,990	2034	10	396	812	1248	1707	2188	2693	3224	3781	4366	4980	5625	728	1493	2296	3140
- Repaint ceiling	\$1,426	2034	10	189	387	595	814	1044	1285	1538	1803	2082	2375	2683	347	712	1095	1497
- Maintain floor tiles	\$665	2030	4	126	259	398	545	698	860	1029	290	595	915	1251	353	723	1112	1521
- Replace carpet	\$2,880	2035	12	357	733	1127	1540	1975	2431	2910	3413	3941	4496	5078	5689	642	1316	2023
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7	490	1004	1543	2110	2705	3330	576	1180	1814	2481	3180	3915	4686	810	1660
- Maintain bin enclosure	\$1,590	2033	10	227	464	714	976	1252	1541	1844	2163	2498	2849	369	756	1163	1590	2038
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$4,020	2033	5	573	1174	1805	2468	3164	3895	4663	5469	6315	7203	1664	3411	5245	7171	9193
FENCING																		
- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$2,240	2038	15	237	487	748	1023	1312	1615	1933	2267	2617	2986	3372	3778	4204	4652	5122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$1,326	2038	5	141	288	443	606	776	956	1144	1342	1549	1767	1996	2237	2489	2754	3032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$3,330	2038	15	353	723	1113	1521	1950	2400	2873	3370	3891	4439	5014	5617	6251	6916	7615

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Maintain signage	\$930	2034	5	123	253	388	531	681	838	1003	1176	1358	1549	1750	404	828	1274	1742
- Provision to replace mail boxes (partial accrual) 20%	\$1,764	2038	2	187	383	589	806	1033	1272	1522	1785	2061	2351	2656	2976	3311	3664	4034
- Install/Replace sensors/exits/emergency lighting	\$4,225	2028	3	1074	2201	3384	4627	5932	2178	4465	6866	2521	5169	7949	2919	5984	9202	3379
- Ongoing partial replacement of exterior lighting	\$740	2029	5	160	329	506	691	886	1091	252	516	794	1086	1392	321	659	1013	1385
- Provision to upgrade keypads/swipe readers	\$1,812	2028	5	461	944	1452	1985	2545	588	1205	1853	2534	3248	750	1538	2365	3233	4145
- Provision to upgrade security cameras & associated equipment	\$1,336	2028	4	340	696	1070	1463	1876	529	1085	1668	2281	643	1318	2027	2772	782	1602
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$5,151	2034	1	682	1398	2150	2940	3769	4640	5554	6514	7522	8580	9691	10176	10684	11218	11779
- Provision to replace door closers	\$1,016	2028	3	258	529	814	1113	1427	524	1074	1652	607	1243	1912	702	1440	2214	813
- Provision to replace door hardware	\$1,232	2029	7	267	547	842	1151	1475	1816	314	643	989	1353	1734	2134	2555	442	905
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$1,700	2034	1	225	461	710	970	1244	1531	1833	2150	2482	2831	3198	3358	3526	3702	3888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$8,855	2034	1	1173	2404	3697	5054	6480	7976	9548	11198	12931	14750	16660	17493	18367	19286	20250
- Provision to replace fire hose reels	\$1,800	2030	9	342	701	1079	1475	1891	2327	2786	392	804	1236	1689	2166	2666	3191	3743
- Provision to replace portable fire extinguishers	\$5,040	2027	5	1564	3205	4929	6739	1557	3191	4907	6709	8601	1987	4072	6263	8562	10977	2535
- Replace jacking/sprinkler pump	\$3,170	2032	10	491	1006	1546	2114	2711	3337	3994	4684	5409	700	1436	2208	3019	3870	4764
- Provision to replace pressure tank	\$520	2032	10	80	165	254	347	444	547	655	768	887	115	235	362	495	634	781
- Provision to replace hydrant valve assemblies & seals	\$1,000	2032	10	155	317	488	667	855	1052	1260	1477	1706	221	453	696	952	1220	1502

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
LOBBIES																		
- Repaint walls	\$20,930	2034	10	2772	5682	8738	11946	15315	18853	22567	26467	30562	34862	39377	5099	10454	16076	21979
- Repaint ceiling	\$8,970	2034	10	1188	2435	3745	5120	6564	8080	9672	11343	13098	14941	16876	2186	4480	6890	9420
- Replace carpet	\$46,800	2035	12	5808	11907	18311	25034	32094	39507	47291	55464	64045	73056	82517	92451	10431	21383	32883
- Repaint door face	\$10,508	2034	10	1392	2853	4387	5998	7689	9465	11330	13288	15344	17502	19769	2560	5248	8071	11034
- Maintain floor tiles	\$420	2030	4	80	164	252	344	441	543	650	183	376	578	790	223	457	702	960
ROOF																		
- Provision to replace guttering in 30 years (partial accrual) 25%	\$2,344	2038	5	248	509	783	1071	1373	1690	2022	2372	2739	3124	3529	3954	4400	4868	5360
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,431	2038	5	1317	2701	4153	5678	7280	8961	10726	12580	14527	16570	18716	20970	23335	25820	28428
- Provision partial balcony membrane replacement	\$8,676	2036	5	1016	2083	3203	4379	5614	6911	8273	9702	11203	12780	14435	16172	17997	4157	8521
- Provision to maintain roof fixtures and flashings	\$8,400	2033	4	1197	2453	3772	5158	6612	8139	9743	11427	13195	15051	4245	8702	13381	18295	5159
STAIRWELL																		
- Repaint door face	\$2,880	2034	10	381	782	1202	1644	2107	2594	3105	3642	4205	4797	5418	702	1438	2212	3024
PLANT & EQUIPMENT																		
- Refurbish lifts interior in 25 years (partial accrual) 33%	\$3,300	2038	3	350	717	1103	1507	1933	2379	2848	3340	3856	4399	4969	5567	6195	6855	7547
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$47,500	2038	5	5034	10319	15869	21697	27815	34240	40986	48069	55506	63316	71515	80125	89165	98657	108624
- Replace sani pump	\$2,475	2031	5	421	863	1328	1815	2327	2865	3429	4022	929	1905	2929	4005	5134	1186	2431
- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$3,610	2028	5	917	1880	2891	3953	5068	1171	2400	3690	5045	6468	1494	3063	4710	6439	8255
- Replace ozone generator	\$1,500	2030	8	285	585	899	1229	1576	1940	2322	359	736	1132	1548	1985	2443	2925	3430
TOTAL ACCRUALS				45158	88928	136752	180231	206018	248591	300274	336741	373598	408092	266486	231693	283468	320387	183878

* 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.

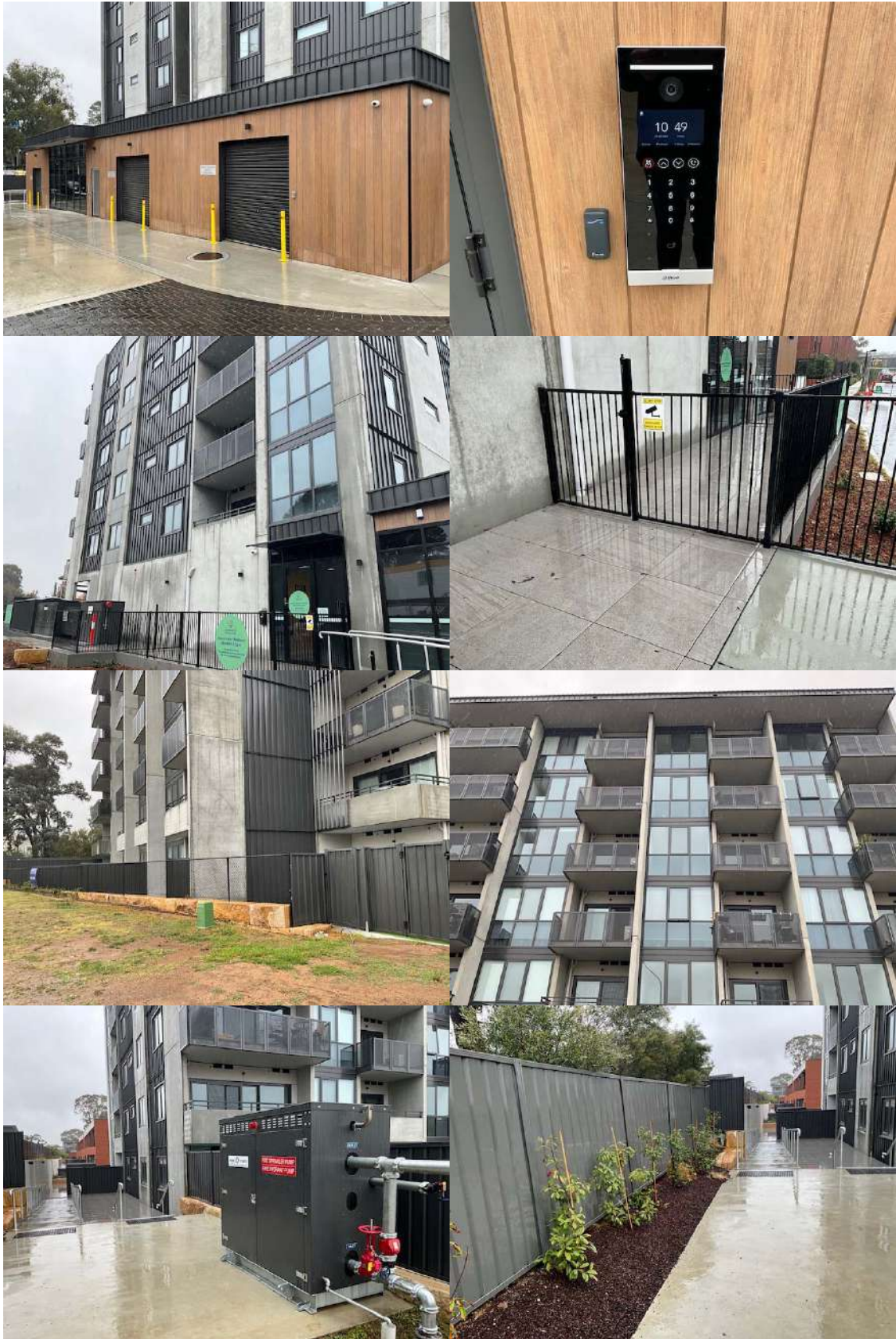
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.

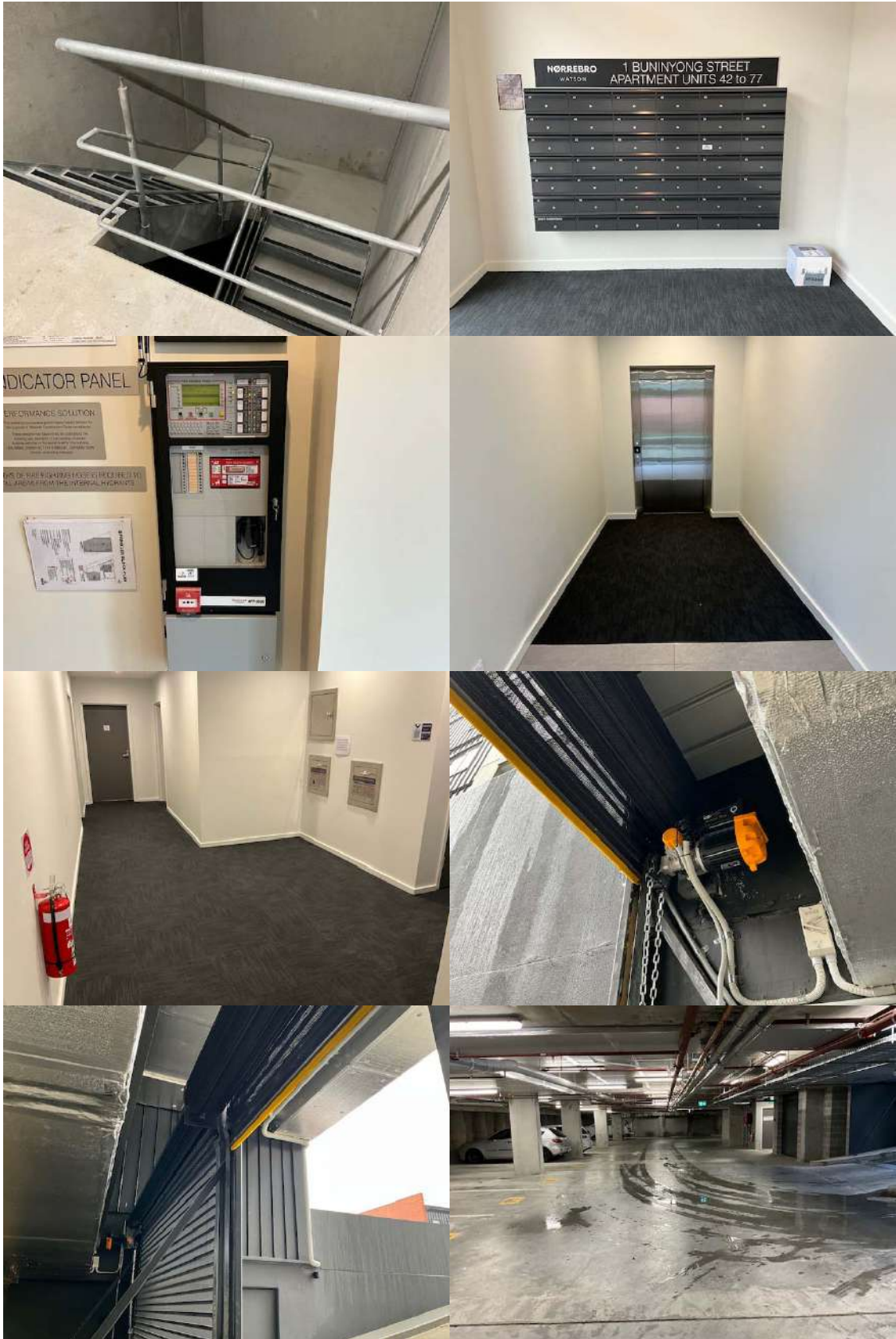
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

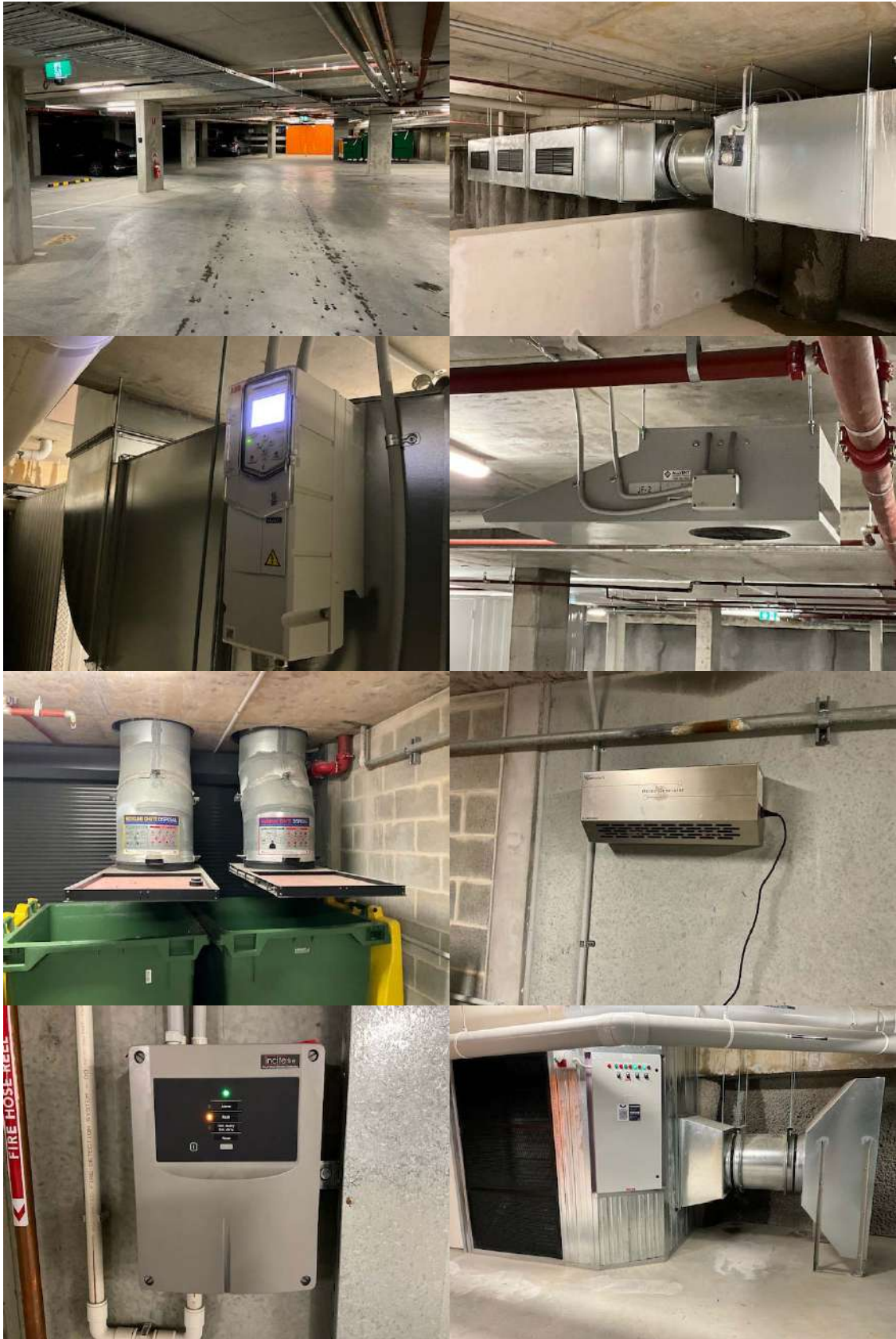
AREAS NOT INSPECTED

- 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.











UNITS PLAN RULES

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 Owners Corporation by unopposed resolution and;

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

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

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 condition.
- (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.

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

For the attaching of the seal of the Owners Corporation to a document to be effective-

- (a) the seal must be attached by decision of the Executive Committee; and
 - (b) the seal must be attached in the presence of 2 Executive Members; and
 - (c) the Executive Members witness the attaching of the seal must sign the documents as witnesses.
-

MINUTES OF INAUGURAL GENERAL MEETING

Units Plan No. 16480 – 1-3 Buninyong Street, WATSON ACT 2602

DATE: 13 December 2024

TIME: 1:30pm

LOCATION: LJ Hooker Strata ACT, 1st Floor, 182-200 City Walk, Canberra ACT

Present: John Tanchevski – HTI Watson Pty Limited ACN 611 569 138
Jess Pirie – representing LJ Hooker Strata ACT

QUORUM: As all units are owned by HTI Watson Pty Limited ACN 611 569 138 a quorum was declared present for the meeting.

CHAIR: It was **resolved** that HTI Watson Pty Limited ACN 611 569 138 chair the meeting. The Chair advised the meeting that the development situated at 1-3 Buninyong Street consisting of 77 A Class Units was registered at the Land Titles Office as Units Plan 16480 on Friday 13 December 2024.

This meeting is to resolve and put into effect certain matters required under the provisions of the Unit Titles (Management) Act 2011.

1. OWNERS CORPORATION MANAGER

Motion 1: That LJH Strata (ACT) Pty Ltd T/A LJ Hooker Strata ACT be appointed Managing Agent for the Corporation for a period of 2 years from the registration of the Units Plan, in accordance with performance of its duties and functions and to exercise its functions pursuant to Division 4.2 of the Unit Titles (Management) Act 2011 and in accordance with the Management Agreement tabled at this meeting.

CARRIED

2. INSURANCE

Motion 2: That the Corporation obtain the following Insurance cover:

CHU Underwriting Agencies

Policy Number HU0006136782

BUILDING	\$26,000,000
COMMON AREA CONTENTS	\$0
LOSS OF RENT/TEMP ACCOMODATION (15%)	\$3,900,000
PUBLIC OR LEGAL LIABILITY	\$20,000,000
VOLUNTARY WORKERS	\$200,000/\$2,000
FIDELTIY GUARANTEE	\$100,000
OFFICE BEARER'S LEGAL LIABILITY	NOT SELECTED
GOVERNMENT AUDIT COSTS	\$25,000
APPEAL EXPENSES	\$100,000
LEGAL EXPENSES	\$50,000
LOT OWNERS FIXTURES AND IMPROVEMENTS PER LOT	\$250,000
FLOOD	IS INCLUDED
EXCESS	\$2,000
TOTAL Premium	\$36,889.97

CARRIED

3. COMMON SEAL

Motion 3: That a common seal be purchased and until the next General Meeting shall only be affixed to certificates given pursuant to Section 119 of the Act.

CARRIED

4 BUDGET

Motion 4: That the Corporation endorse the following budget for the Administrative Fund for the period 13th of December 2024 until 30th of November 2025.

APARTMENT ONLY BUDGET

Block A - Lot 1 - Oct 2024

Administrative Fund	Year 1	Year 2
Sinking Fund Forecast	\$1,100	\$0
Waste Removal	\$1,100	\$1,155
Gardener	\$6,600	\$6,930
Caretaker	\$44,000	\$44,000
Community Title Contribution	\$14,399	\$15,280
Electricity	\$19,800	\$19,800
Insurance Premium	\$36,637	\$38,500
Fire Systems Maintenance	DLP	\$12,000
Management Fees (All Inclusive)	\$33,880	\$33,880
Sundry Expenses	\$1,650	\$1,733
Tax Lodgement	\$330	\$347
Telephone	\$2,640	\$2,772
Water	\$25,000	\$26,250
Maintenance Electrical	\$1,650	\$1,733
Maintenance General	\$1,650	\$1,733
Maintenance Lift	DLP	\$16,000
Maintenance Roof	\$1,650	\$1,733
Totals	\$192,086	\$223,844

COMMERCIAL ONLY BUDGET

Block A - Lot 1 - Jan 2024

Administrative Fund	Year 1	Year 2
Sinking Fund Forecast	\$1,100	\$0
Waste Removal		
Gardener		
Caretaker		
Community Title Contribution	\$14,399	\$15,280
Electricity	\$19,800	\$19,800
Insurance Premium	\$36,637	\$38,500
Fire Systems Maintenance	DLP	\$12,000
Management Fees (All Inclusive)	\$33,880	\$33,880
Sundry Expenses	\$1,650	\$1,733
Tax Lodgement	\$330	\$347
Telephone	\$2,640	\$2,772
Water	\$25,000	\$26,250
Maintenance Electrical	\$1,650	\$1,733
Maintenance General	\$1,650	\$1,733
Maintenance Lift	DLP	\$16,000
Maintenance Roof	\$1,650	\$1,733
Totals	\$140,386	\$171,759

CARRIED

5. LEVIES

Motion 5:

A; That the Corporation determine a levy equal to the approved **Apartment Units** Budget, of which the total is \$192,086.00 Incl GST for the period 13th of December 2024 until 30th of November 2025 and to be contributed to in accordance with unit entitlements.

Payment to be made in 2 instalments paid in advance and due 23 December 2024 and 1 May 2025.

CARRIED

B; That the Corporation determine a levy equal to the approved **Commercial Units Budget**, of which the total is \$140,386.00 Incl GST for the period 13th of December 2024 until 30th of November 2025 and to be contributed to in accordance with unit entitlements.

Payment to be made in 2 instalments paid in advance and due 23 December 2024 and 1 May 2025.

CARRIED

6. BANK ACCOUNT

Motion 6: That the Corporation open a Bank Account with Bank of Queensland in the name of "The Owners – Units Plan 16480".

CARRIED

7. PLANS & CERTIFICATE

The Chairman advised that the registered Units Plan, any building plans and Certificate of Title for Common Property would be handed to the Managing Agent for safekeeping at the earliest opportunity.

8. EXECUTIVE COMMITTEE

Motion 7: That all owners form the Executive Committee of the Corporation until the earlier of the next General Meeting or the next Annual General Meeting of members.

CARRIED

9. GENERAL MEETING

It was noted that a General Meeting should be held, if possible, within 90 days of the registration of the Units Plan to elect an Executive Committee and address any issues the owners may wish to raise. This is subject to a majority settlement of Units within that timeframe.

10. MAILING ADDRESS

It was noted that the mailing address for the Owners Corporation would be 1st Floor, 182 – 200 City Walk, Canberra City, ACT, 2601.

11. PETS/ANIMALS

Note as per the Default Rules: That:

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

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

Assistance Animals

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

12. ELECTRONIC VOTING

Motion 8: That the Owners Corporation agree to conduct meetings using Electronic Voting and that meetings can now be held via these means:

- (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.
- (c) 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.
- (d) 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.

13. DEVELOPER REQUIREMENTS

In accordance with Schedule 3.4 of the UTMA, the developer must give the following records to the owners corporation at the First Annual General Meeting:

- * any plans, specifications, diagrams or drawings that relate to the design or service of the units or common property of the units plan, including the development approval and any condition to which the approval is subject;
- * the developer's maintenance schedule for the common property;
- * a copy of any contract entered into by the corporation that relate to the common property of the units plan;
- * any warranty that relates to the common property of the units plan;
- * any other document that relates to the units or common property of the units plan; and
- * fire safety – identification of systems, provision of information to owners and fire safety plan development.

There being no further business the meeting closed at 2:30pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 16480 – Norrebro A

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 01/05/2025

Tick applicable box, or both boxes if applicable:

Regularly convened

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

Convened after adjournment

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

A3 Reduced quorum decisions

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

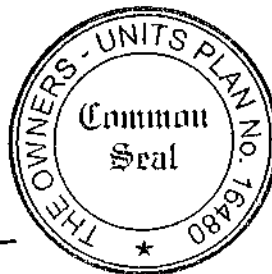
Date of decision	Full text of reduced quorum decision
01/05/2025	See attached Minutes of Annual general Meeting

A4 Owners corporation declaration

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

01/05/2025

A. FENTON ON BEHALF
OF OWNERS CORPORATION -
UP16480



[Handwritten signature] 12/5/25

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

B1 ***What is a reduced quorum decision?***

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 16480

DATE & TIME Thursday 01 May 2025 at 1:00 PM
LOCATION Online via Zoom

ATTENDANCE

Present

R Weerasooriya	Lot 6	Online
J Tanchevski & A Howarth (HTI Watson PTY LTD)	Lot 9,10,12,24,25,29,31,32,34,38,42, 43,49,50,51,56,64,65,70,72,73,74,77	Online
R Pang	Lot 30	Online
E Griffis	Lot 37	Online
B Davis	Lot 46	Online
J Bouchier	Lot 67	Online
J Kwon	Lot 57	Online
J Mikusek	Lot 63	Online

In Attendance

A Fenton, D Miller Body Corp. Manager

Pre-Meeting Voting

L Sprott Lot 1

Apologies

L Sprott Lot 1

Proxy Holder

Lot 63

Representing

Lot 17

Chairperson

J Kwon

QUORUM

The Chairperson advised that a quorum was not represented.

Meeting opened on Thursday 01 May 2025 at 1:30 PM

1. MINUTES OF INAUGURAL GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held are accepted.

MOTION CARRIED

2. FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 1/1/25 - 1/4/25.

A discrepancy in the split budgets proposed during the inaugural meeting was noted by HTI presence. To be addressed after the meeting.

MOTION CARRIED

3. INSURANCE

- a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.
- b) That the Owners Corporation consider any new or outstanding insurance claims.
- 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.

MOTION CARRIED

4. ELECTRONIC VOTING

That the Owners Corporation adopts the the Electronic Voting Process and acknowledges that meetings can now be held via these means.

MOTION CARRIED

5. 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. IT was suggested that the Committe proceed with QIA for one year to align with the defects process aspect with using same contractors. Quote to be provided to incoming EC.

MOTION CARRIED

6. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

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

Query was raised around whether fixed agreements were in place with the contractors in DLP. LJH advised that this was not the case and this will be reviewed at time of DLP finish.

MOTION CARRIED

7. SINKING FUND PLAN ADOPTION

That the Owners Corporation agree to adopt the Sinking Fund Plan as prepared by QIA and costed \$1002.00(INCL. GST)

MOTION CARRIED

8. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

There is an ongoing discussion regarding leaks in the car park. It was advised that water appears to be seeping through the concrete. Developers presence in meeting advised that it was recommended to follow the defect process through Arcsite. This issue will continue to be monitored.

Further discussion also around a fire door on level 1 not latching correctly. Pier did initially attend to rectify, however the door has seemingly worsened since attendance.

MOTION CARRIED

9. ACCEPTANCE OF HSS CERTIFICATION QUOTE

That the Owners Corporation approves the recertification of the Roof Safety System at UP16480 Norrebro A.

MOTION CARRIED

10. COMMON AREA DEFECT INSPECTION

That the owners agree to engage Leo and Associates to conduct a site inspection, focusing on common areas and any defects that may be found.

It was discussed through attendees at the meeting that residents should act as a conduit of a third party and follow process of lodging defects to save residents money.

MOTION DEFEATED

11. CONVEX MIRROR QUOTE QU1500

To install convex mirrors towards entrance of Building for safety and ease of access. PFM quote QU1500.

HTI presence advised that they will look at installing with no extra cost.

MOTION DEFEATED

12. EXECUTIVE COMMITTEE

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

R Weerasooriya	Lot 6
J Bouchier	Lot 67
J Kwon	Lot 57

MOTION CARRIED

GENERAL BUSINESS

Discussion around trades parking in areas impacting residents. Further detail to be provided with potential of photos for LJH to liaise with developers.

Discussion around childcare centre and noise that will go with it. One resident advised that the details around the childcare centre were not provided at time of sale. HTI Presence advised that the details would have been provided at time of sale through attached Plans in sale documentation.

Two blocks' addresses causing confusion. Recommended addressing as unit 1 – 3.

There being no further business the chairperson declared the meeting closed.

Meeting closed on Thursday 01 May 2025 at 1:51 PM

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 16480

MEETING DATE	Wednesday 28 January 2026
MEETING TIME	5:30 PM
MEETING LOCATION	Zoom

MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 16480

DATE & TIME Wednesday 28 January 2026 at 5:30 PM
LOCATION Zoom
<https://ljhookerstrata-au.zoom.us/j/9370775672?pwd=ka6RvZf39nCH3LlkrVUpkscXvgXBy8.1&omn=84273053633> Meeting ID: 937 077 5672 Passcode: 376551

ATTENDANCE

Present

Roger Weerasooriya	Lot 6	In Person
Tara Primrose Lyons	Lot 10	In Person
Bradley James Burgess	Lot 19	In Person
David John Nowosad	Lot 35	In Person
Emma Elise Griffis	Lot 37	In Person
Joseph Kwon	Lot 57	In Person
Konrad Dudek-Bylinski	Lot 58	In Person
D Cihalova	Lot 63	In Person
Ji Mikusek	Lot 63	In Person
Jack Murray Bouchier	Lot 67	In Person
Nikolaos Stamatelatos	Lot 76	In Person

In Attendance

Andrew Fenton - LJH Representative

Pre-Meeting Voting

Nil

Apologies

Nil

Proxy Holder

Nil

Representing

Power of Attorney

Nil

Representing

Nominees

Nil

Representing

Chairperson

Joseph Kwon

QUORUM

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

Meeting opened on Wednesday 28 January 2026 at 5:30 PM

1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous Annual General Meeting held are confirmed.

MOTION CARRIED

2. INSURANCE

- a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.
- b) That the Owners Corporation consider any new or outstanding insurance claims.
- 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.

Secretarial note: Concerns were raised about the absence of flood cover. LJH also noted that the insurance premium was paid twice during the financial year, affecting the budget and leading to an additional levy before the meeting.

MOTION CARRIED

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for the financial year ending 30 Nov 2025.

MOTION CARRIED

4. ADMINISTRATIVE FUND

That the Corporation approves the proposed budget, and determines a levy equal to the Administrative Fund budget of \$192,086.00 for the period 01 December 2025 to 30 November 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 30 January 2026, 30 April 2026, 30 July 2026 & 30 October 2026

That the Corporation further agrees to issue the first instalment of the 2024-2025

financial year on 27 November 2025 at the agreed budget rate.

Secretarial note: The initial levy is due within 28 days of notice, not the first agreed instalment as stated in the agenda/minutes above.

MOTION CARRIED

5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$3,642.00 and agrees to determine a levy of \$45,264.00 equal to the proposed Sinking Fund income budget of for the period 01 December 2025 to 30 November 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 30 January 2026, 30 April 2026, 30 July 2026 & 30 October 2026.

MOTION CARRIED

6. ELECTRONIC VOTING

That the Owners Corporation adopts the the Electronic Voting Process and acknowledges that meetings can now be held via these means.

MOTION CARRIED

7. 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.

Secretarial note:

The group discussed Arcsite's role in managing maintenance and defect reporting, along with its associated costs. LJH suggested that owners could choose a less expensive 15-year maintenance plan instead of Arcsite's annual subscription. LJH also mentioned their team's app is free for all owners and handles multiple requests. Transitioning away from Arcsite would require consideration of existing signage. All owners agreed to obtain a quote for the alternative maintenance plan, and LJH will arrange quotes for removing Arcsite signage.

MOTION CARRIED

8. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

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

Secretarial note: Residents raised concerns about repeated fire alarm triggers and questioned Form 1's response. LJH will follow up, noting the delay in resolution has frustrated owners.

A beeping noise was reported from the fire pumping station near the bus stop on Aspinall St. LJH to ask the Building Manager about this.

MOTION CARRIED

9. LIFT CONTRACT ACCEPTANCE

That in accordance with s60 of the Unit Titles (Management) Act 2011, the Owners Corporation authorise KONE to perform the lift Servicing agreement for 3 years total. Annual cost: \$ 13,720.10 INC GST.

MOTION CARRIED

10. PLUMBING PPM CONTRACT ACCEPTANCE

That the owners corporation agrees to a plumbing planned and preventative maintenance contract.

Option 1: Level Plumbing - \$2,165.00

Option 2: Venture Plumbing - \$1,675.00

The owners present agreed to Venture Plumbing.

MOTION CARRIED

11. ELECTRICAL PPM CONTRACT ACCEPTANCE

The owners corporation agrees to an Electrical planned and preventative maintenance contract.

Option 1: Maritex: - \$2,695.00

Option 2: GMH Electrical - \$819.50.00

The owners present agreed to GMH Eletrical.

MOTION CARRIED

12. BLANKET APPROVAL FOR FLOOR ALTERATION REQUESTS

Motion:

That the owners corporation resolves to grant the executive committee express authority to approve or refuse requests from unit owners to change flooring within their units, subject to the following conditions:

- 1. Compliance with the Unit Titles Management Act 2011 and the owners corporation's rules regarding noise transmission and common property alterations.*
- 2. All flooring installations must meet recognised industry acoustic standards to minimise noise transfer between units.*
- 3. Works must be carried out by a qualified and licensed professional, with evidence of credentials provided to the committee prior to approval.*
- 4. Owners must submit detailed specifications of proposed flooring, including acoustic ratings and installation method, for committee review.*

MOTION CARRIED

13. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

Ground floor door on the right near entrance keeps opening. Latch may be faulty.

Retaining wall still unfinished.

Downpipes on building 3 disjointed/disconnected. Owner to provide photos.

Water leak U6 above car park. Owner to provide photos.

MOTION CARRIED

14. EXECUTIVE COMMITTEE

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

Joseph Kwon – Chairperson
Bradley Burgess - Secretary
Konrad Dudek-Bylinski – Treasurer
Jiri Mikusek - Committee Member
Roger - Committee Member
Jack B - Committee Member

MOTION CARRIED

GENERAL BUSINESS

Discussed the security, cctv maybe not applicable, explained the fire break in.

Discussed roller door and quote from capital doorworks to increase sensitivity .

It as flagged that the building manager should remove and reapply lift curtains when needed,

Mirror within the basement may be worth looking at being installed to assist with blind spot.

Meeting closed on Wednesday 28 January 2026 at 7:16 PM

On behalf of the Secretary

All correspondence to:
The Secretary, Bradley James Burgess
182 - 200 City Walk
CANBERRA CITY ACT 2601
Email tim@ljhookerstrata.com.au

MINUTES OF GENERAL MEETING

UNITS PLAN NO. 16480

MEETING DATE & TIME Monday 23 June 2025 at 1:00 pm

LOCATION Online via Zoom

The agenda lists the items of business and motions to be considered at the meeting.

APPOINTMENT OF CHAIR ACCEPTANCE OF PROXIES/ABSENTEE VOTES:

Roger – Chair

ATTENDANCE:

Gabi Miller – Unit 17

Roger Weerasooriya – Unit 6

Lindsey Davis – Unit 46

INSURANCE

Ordinary Resolution

- a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.
- b) That the Owners Corporation consider any new or outstanding insurance claims.
- 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.

Motion Carried

MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

Ordinary Resolution

That the minutes of the previous Annual General Meeting held 6 May 2025 are confirmed.

Motion Carried

MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

Ordinary Resolution

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

Motion Carried

1. Purpose and Use

The installation is solely for the purpose of safely containing a domestic cat, ensuring its wellbeing and preventing escape or injury, while maintaining the amenity of the complex.

2. Design and Visual Impact The cat mesh must:

- Be constructed from durable, UV-stabilised materials;
- Be of a neutral colour (such as black or grey) to minimise visual impact;
- Be installed in a way that does not materially alter the external appearance of the building.

3. Installation Requirements

- Installation must not damage common property or compromise building waterproofing or structural integrity;
- All installation must be carried out by a qualified tradesperson or under professional supervision.

4. Responsibility and Liability

- All costs associated with the installation, maintenance, repair, and potential removal of the mesh will be borne by the unit owner;
- The owner must indemnify the owners corporation against any damage or liability arising from the mesh.

5. Reversibility

- The cat mesh must be fully removable;
- Upon sale of the unit or at the direction of the owners corporation, the balcony must be restored to its original condition, at the owner's expense.

6. Compliance

- The installation must comply with the provisions of the *Unit Titles Management Act 2011 (ACT)*, particularly regarding alterations that do not affect the structural integrity or common property;
- The installation must not contravene any registered rules of the owners corporation.

Motion Carried

Purpose

To establish a streamlined approval process for minor, non-structural balcony installations such as cat mesh enclosures, which improve pet safety and do not materially affect the building's appearance or structure.

- **Scope**
This rule applies to applications for small-scale, removable balcony enclosures (e.g., cat mesh) that are intended to provide safety for domestic pets and meet the conditions of Section 108 of the *Unit Titles Management Act 2011 (ACT)*.
- **Authority Granted**
The Executive Committee is authorised to consider and decide on such applications **without referral to a general meeting**, provided:
 - The installation does **not affect structural integrity**,
 - The installation does **not substantially alter the external appearance** of the unit or building,
 - There is **no material impact on common property**.
- **Application Requirements**
A written application must be submitted by the unit owner including:
 - Description and images of proposed installation,
 - Installation method and confirmation it is non-invasive,
 - A signed undertaking accepting all costs, liability, and responsibility for removal/restoration.
- **Conditions of Approval**
Approvals may be granted subject to:
 - Use of neutral, low-visibility materials (e.g., black or grey UVresistant mesh),
 - No damage to waterproofing, walls, balustrades, or structural elements,
 - Full indemnity of the owners corporation against any associated risks or damages,
 - Reversibility and restoration to original condition when required.
- **Right to Revoke**
The Executive Committee may revoke approval if:
 - The installation becomes unsafe or non-compliant,
 - Conditions of the approval are not adhered to.
- **Review of Rule**
This rule may be amended or revoked by special resolution at a general meeting.

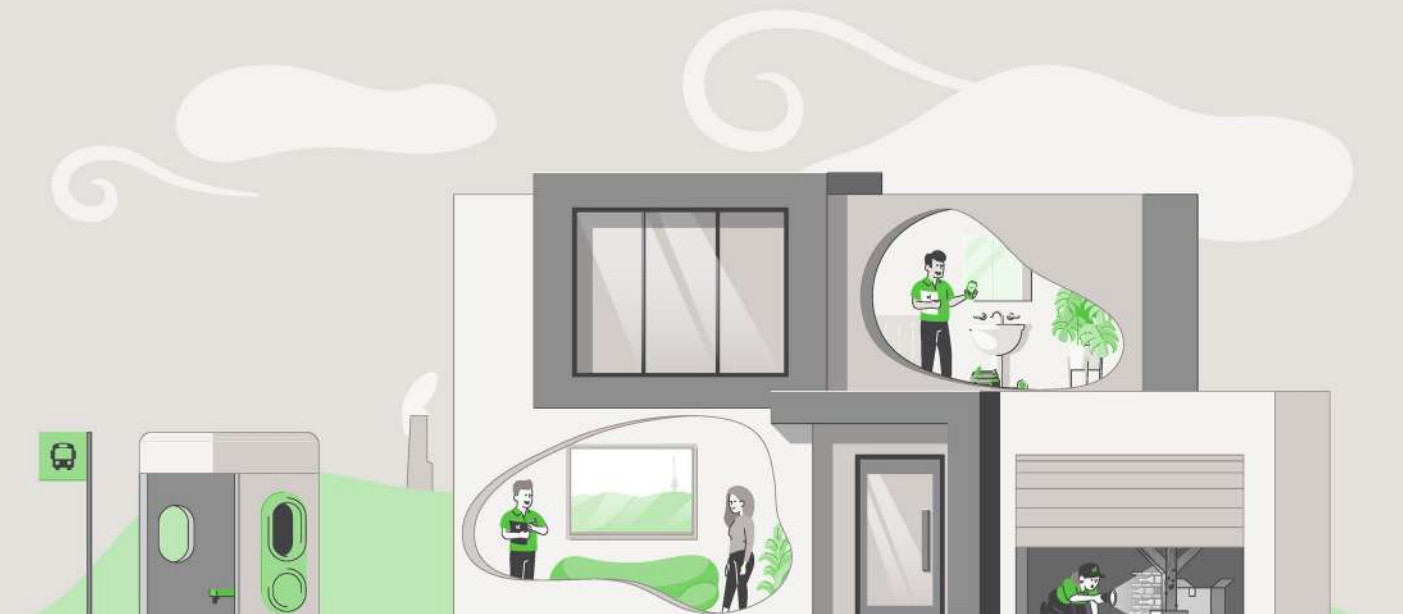
Motion Carried

There being no further business, Meeting was deemed closed at 1:33pm.

Report prepared: Friday, April 10th 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report

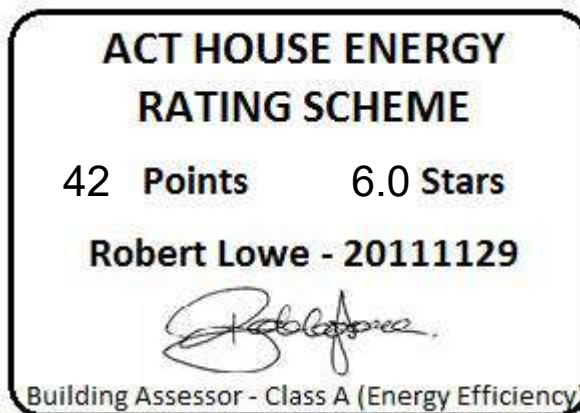


FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 42 POINTS**

Name: Huynh, Nguyen & Le **Ref No:** 69485
House Title: Unit 13 Block 1 Section 122 WATSON **Date:** 10-04-2026
Address: 13/1 Buninyong Street, Watson ACT 2602



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17

Current	42	<div style="background-color: #cccccc; width: 100%; height: 20px;"></div>										
Potential	42	<div style="background-color: #cccccc; width: 100%; height: 20px;"></div>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	42	★★★★★★
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Largest windows in the dwelling;

Direction : East

Area : 13 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. East	42	★★★★★★
2. South East	35	★★★★★★
3. South	35	★★★★★★
4. South West	38	★★★★★★
5. West	44	★★★★★★
6. North West	54	★★★★★★
7. North	60	★★★★★★
8. North East	52	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 13 Block 1 Section 122 WATSON, 13/1 Buninyong Street, Watson ACT 2602,

Assessor's Name:

Net Conditioned Floor Area: 63.3 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	114	Insulation:	-100			
WALL				-1	-3	-3
Surface Area:	-4	Insulation:	6	Mass:	-5	
FLOOR				22	-5	17
Surface Area:	16	Insulation:	-3	Mass:	4	
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	39 %			
Exhaust Fans	32 %	Doors	14 %			
Down Lights	0 %	Gaps (around frames)	15 %			
DESIGN FEATURES				0	-1	-1
Cross Ventilation	-1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-6	-13	-19
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	13	20%	-28	25	-11	-13
S	4	6%	-8	5	-2	-5
Total	17	27%	-36	30	-13	-19

* 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 5 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			37	-22	42*

* includes 26 points from Area Adjustment

Detailed House Data

House Details

ClientName Huynh, Nguyen & Le
HouseTitle Unit 13 Block 1 Section 122 WATSON
StreetAddress 13/1 Buninyong Street, Watson ACT 2602
FileCreated 10-04-2026

Climate Details

State
Town
Postcode
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	17.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	50.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R2.0	19.6m	2.5m
2	Weatherboard	Yes	R0.0	4.8m	2.5m
3	Weatherboard	No	R2.5	11.5m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	67.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	S	1.4m	1.6m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	S	0.6m	1.2m	Yes	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
3	S	1.4m	0.9m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	E	2.6m	2.5m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	E	2.1m	3.0m	No	DG	ALIMPR	HB	No	2.0m	2.0m	0.5m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
5	E	2.1m	3.0m	0.0m	0.0m	0.0m	0.0m	2.0m	0.0m	2.0m	0.5m

Zoning Details

Is there Cross Flow Ventilation ? Poor

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0

Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Phu Huynh, Thi Hue Nguyen, Hung Minh Le & Thi Hoang Phuc Huynh
13/1 Buninyong St
WATSON ACT 2602
AUSTRALIA

Invoice Date
8 Apr 2026

Invoice Number
INV-69485

Reference
13/1 Buninyong St, Watson
ACT 2602, Australia

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Atree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 17 Apr 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)