

Schedule

Land	The unexpired term of the Lease	Unit 30	UP No. 4551	Block 1	Section 21	Division/District Lawson
		and known as 30/11 Wanderlight Avenue Lawson ACT 2617				
Seller	Full name	Jangchub Lhamo				
	ACN/ABN					
	Address	30/11 Wanderlight Avenue Lawson ACT 2617				
Seller Solicitor	Firm	Zahid Jadoon				
	Email	zahid@randjlawyers.com.au				
	Phone	0430646897	Ref Zahid			
	DX/Address	8/121 Marcus Clarke st				
Stakeholder	Name	Hive Property (ACT) Pty Ltd T/A				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	steph@hiveproperty.co				
	Phone	0403 524 615	Ref Steph Hunt			
	DX/Address	Level 1, 4 Campion Street, DEAKIN ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed Floor Coverings, Light Fittings, Window Treatments				
Date for Registration of Units Plan						
Date for Completion 30 days from the date hereof						
Electronic Transaction? <input type="checkbox"/> No <input type="checkbox"/> Yes, using Nominated ELN:						
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 type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input type="checkbox"/> Yes

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

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

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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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	\$ 660.00 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:		\$	
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		\$	
	Is any of the consideration not expressed as an amount in money?	<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 30 UP No. 4551
Block 1 Section 21 Lawson
30/11 Wanderlight Avenue Lawson ACT
2617

ADDITIONAL PROVISIONS

Pandemic shut down.

1. If the Date for Completion is impacted by:
 - a. Any pandemic restriction, including COVID-19 restrictions imposed by a relevant authority in the Australian Capital Territory, the Completion date shall be extended by the number of days the restriction remains in place.
 - b. Either party required to undergo quarantine, the Completion date shall be extended by the number of days the party remains in quarantine.
2. Time & Co Operation
 - a. Time is of the essence of this Contract.
 - b. Time is extended until the next business day if the time for performing any action falls on a day which is not a business day in the Australian Capital Territory.
 - c. Each party must do all things reasonably necessary to enable this Contract to proceed to Completion and must act in a prompt and efficient manner.
 - d. Any unfulfilled obligation will not merge on Completion.
3. Deposit
 - a. The deposit may be paid by bank cheque, bank transfer, deposit bond or bank guarantee.
 - b. The Buyer must pay the deposit:
 - i. to the Seller's licensed estate agent; or
 - ii. if there is no estate agent, to the Seller's legal practitioner or conveyancer; or
 - iii. if the Seller directs, into a special purpose account in an authorised deposit-taking institution in the Australian Capital Territory specified by the Seller in the joint names of the Buyer and the Seller.
4. Deposit by instalments
 - a. The Buyer must pay the full 10% Deposit and the Seller's right to receive that full 10% Deposit accrues on the contract date. However, the Seller will accept payment in two instalments which the Buyer must pay as follows:
 - (i) as to the first instalment being the 5% of the price (the first instalment), on or before the date of this contract;and

- (ii) as to the second instalment being the balance of the 10% Deposit (thesecond instalment), on completion, time being of the essence.
- b. It is an essential term of this contract that the second instalment of the 10%Deposit is paid in accordance with this clause.
- c. If the second instalment of the Deposit is not paid in accordance with this clause, the Seller may terminate this contract at any time while the second instalment has not been paid in full.
- d. If the Seller terminates this contract pursuant to this clause, the Seller may retain any part of the 10% Deposit paid as at the date of termination and the Seller may recover any of the Deposit unpaid by the Buyer at the date of termination up to an amount of 10% of the purchase price, as a liquidated claim in a court of appropriate jurisdiction.
- e. This clause does not limit any other rights or remedies the Seller may have either at law, in equity or under this contract.

5. Electronic Signature

- a. In this Additional Provision, “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- b. The parties agree to this contract being signed by or on behalf of a party by an electronic signature.
- c. Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- d. This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- e. Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- f. Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

6. Transfer Form

- a. This clause applies if this is non-PEXA settlement.
- b. The Buyer must prepare and deliver to the Seller at least 7 days before the due date for Completion any paper transfer of land document which is necessary for this transaction.

- c. The delivery of the transfer of land document is not acceptance of title.
- 7. Buyer warranty
 - a. The Buyer warrants that they were not introduced to the Seller or the property by any real estate agent other than the seller's agent as listed on the front page of this contract.
 - b. The Buyer agrees to indemnify and keep the Seller indemnified against any and all claims for awards, costs, commission and damages. This condition shall not merge at Completion.
- 8. Buyer's acknowledgements

The Buyer acknowledges and agrees that:

- a. The warranties by the Seller in this Contract replace the buyer's right to make requisitions and inquiries.
- b. They shall acquire the Property "as is" and in its physical condition at the date of this Contract, and agrees to make or raise no claim, objections, or requisitions of any nature whatsoever in respect of the Property's physical condition and that they cannot make a claim, requisition, rescind, terminate, or delay Completion in respect of the nature, quality, state of repair and condition, latent or patent defects, dilapidation, infestation, or services at the property.
- c. They carry the risk of loss or damage to the property from the Date of the Contract.
- d. The Goods at the Property are included in this sale and are sold "as is" with all faults and defects that exist as at the date of this Contract and no warranty is given as to their condition, working order or their fitness or suitability. Any implied conditions or warranties in this regard are expressly excluded from this Contract.
- e. The Seller is under no liability or obligation to carry out repairs, renovations, alterations or improvements to the Land or to any buildings or structures (including any fencing) on the Land or the Goods, unless the repairs or works required to be carried out are specified in these Additional Provisions.
- f. The improvements on the Property may be subject to or require compliance with current building laws under which the improvements were constructed and that a failure to comply with any such laws will not constitute a defect in the Seller's title. The Buyer agrees that they shall not:
 - i. claim or seek to claim any compensation or damages whatsoever from the Seller.

- ii. require the Seller to comply with any one of relevant statutes, regulations, or by-laws.
- g. In view of the Seller's warranties in the Printed terms of the Standard Contract, the Buyer cannot make requisitions and inquiries.
- h. An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale. The Buyer cannot:
 - i. make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements.
 - ii. require the Seller to amend title or pay any cost of amending title.

9. Liability of Signatory

Any signatory for a proprietary limited company Buyer is personally liable for the due performance of the Buyer's obligations as if the signatory were the Buyer in the case of a default by a proprietary limited company Buyer.

10. Asbestos

- a. The Seller does not warrant that the property is free of any form of asbestos and the buyer will make no claim, requisition, rescind, terminate, or delay Completion in respect of the existence or discovery of asbestos on or in the property.
- b. The Buyer acknowledges that they will make and rely upon their own inquiries about asbestos at the property.

11. Amendments

- a. Following amendments are made in the printed terms:
 - a. Replace "or in cash (up to \$3,000.00)" with "deposit bond or Bank Guarantee" in clause 2.3.
 - b. delete words "or in cash (up to \$2,000.00)" in clause 2.6.
 - c. In clause 19, Add words "claim on the bank deposit or the bank guarantee and" before "may then keep, or recover and keep, the Deposit."
 - d. delete words "the date 7 days after" in clause 22.1.2.
 - e. delete words "the date 7 days after" in clause 22.1.3.
 - f. In the Printed Terms of the Standard Contract, add clause 23.3 with the words, " If there is a breach of the warranty contained in clause 23.1 of the Printed terms, the Buyer must indemnify and compensate the Seller for any loss, damage or cost which the Seller incurs as a result of the breach".

12. No reliance

Each party has entered this Contract without reliance upon any representation,

statement, or warranty (including sales advice, marketing material) except as set out in this Contract.

13. Subject to tenancy

If the property is subject to tenancy, the Buyer buys the property subject to a lease or tenancy and indemnifies the Seller against all obligations under the lease or tenancy that are to be performed by the landlord after settlement.

14. No Caveat

- a. The Buyers agrees that it must not lodge a caveat for registration in respect of the property prior to Completion of the Contract.
- b. The Buyer for valuable consideration irrevocably appoints the Seller, and each person nominated by the Seller, as the Buyer's attorney to withdraw any caveat lodged on any certificate of title comprising any part of the land in contravention of this clause.
- c. All cost incurred by the Seller to withdraw the caveat shall be payable by the Buyer.

15. No Assignment

The contract and all rights and obligations of the Buyer herein are personal to the Buyer and cannot be assigned or transferred by the Buyer without the written consent of the Seller, which may be withheld in Seller's absolute discretion.

16. Access prior to Completion for storage of goods

- a. If the Seller agrees to allow the Buyer access to the property prior to the Completion to store goods at the property:
 - a. The Buyer will provide a copy of the relevant certificate of currency for the insurance to the Seller prior to possession being permitted.
 - b. All goods stored by the Buyer at the property are stored at the sole risk of the Buyer, and the Buyer indemnifies the Seller against any and all loss, damage, action, claims, suits or demands arising from or through or in connection with the access to property.

17. Pre-Completion inspection

- a. The Buyer and/or another person authorised by the Buyer may inspect the property at any reasonable time during the 7 days preceding and including the Completion Day.
- b. For the purposes of inspection, the Buyer must give to the Seller at least twenty-four (24) hours' notice for this inspection.

18. Keys

- a. Upon Completion the Seller will provide the Buyer with all available keys, in the Seller's possession, required to enter the Improvements. The Buyer must not delay Completion, make no objection, requisition, or claim for

compensation with respect to the availability or otherwise of any keys to the property.

- b. Save as otherwise agreed by the parties, the Seller shall not be required to release the keys to the property unless all monies payable under the contract are paid by the Buyer to the Seller.

19. Insolvency

If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing. If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to this clause or by some other means), the Seller may terminate this Contract and clause 19 of the Printed Terms shall apply.

20. Guarantee

- a. In consideration of the Seller entering this contract at the request of the guarantor, the guarantor:
- b. guarantees to the Seller:
 - i. payment of all moneys payable by the Buyer; and
 - ii. the performance by the Buyer of all other obligations under this contract.
- c. indemnifies the Seller against any liability, loss, damage, expense, or claim incurred by the Seller arising directly or indirectly from any breach of this contract by the Buyer.
- d. The liabilities of a guarantor are not affected by:
 - i. the granting to the Buyer or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the Buyer.
 - ii. the death, bankruptcy or liquidation of the Buyer, the guarantor or any one of them.
 - iii. reason of the Seller becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the Buyer, the guarantor, or any other person.
 - iv. the Seller exercising or refraining from exercising any of the rights, powers or remedies conferred on the Seller by law or by any contract or arrangement with the Buyer, the guarantor or any other person or any guarantee, bond, covenant, mortgage, or other security; or
 - v. the Seller obtaining a judgment against the Buyer, the guarantor, or any other person for the payment of the moneys payable under this contract.
- e. This guarantee and indemnity:
 - i. is of a continuing nature and will remain in effect until final

discharge of the guarantee or indemnity is given by the Seller to the guarantor.

- ii. may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the Buyer to the Seller; and
 - iii. extends to the entire amount that is now owed or that may become owing at anytime in the future to the Seller by the Buyer pursuant to or contemplated by this contract including any interest, costs, or charges payable to the Seller under this contract.
- f. This guarantee and indemnity are a primary obligation of the guarantor, are not collateral to any other obligation and will remain and continue despite:
- i. the Seller has exercised any of the Seller's rights under this contract including any right of termination.
 - ii. the Buyer is wound up; or
 - iii. this guarantee and indemnity are for any reason unenforceable either in whole or in part.
- g. If any payment made to the Seller by or on behalf of the Buyer or the guarantor is subsequently avoided by any statutory provision or otherwise:
- i. that payment is to be treated as not discharging the guarantor's liability for that payment; and
 - ii. the Seller and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- h. The Seller can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the Buyer and without first exhausting the Seller's remedies against the Buyer.
- i. It is an essential term of this contract that the guarantor signs this contract.

21. Non-Merger

Any unfulfilled obligation, including warranties, undertakings, agreements, obligation for payment under this Contract and continuing obligations in these Additional Provisions shall not merge on Completion and will continue in force for as long as necessary to give effect to it.

22. Description of the Property

- a. An error or omission in the description of the Property or any deficiency in the area, description or measurements of the Property and improvements to the Property shall not invalidate the sale.

- b. The Buyer acknowledges that the Property is sold subject to all faults and defects existing at the Day of this Contract.
 - c. The Seller does not warrant or represent about:
 - i. the nature, condition, quality or state of repair of the Property.
 - ii. defects (latent or patent), dilapidation or infestation of the Property including its environmental condition.
 - iii. fitness of the Property for any purpose.
 - iv. any financial return or income that can be derived from the Property; or
 - v. any use or development to which the Property may be put.
 - d. The Buyer shall not make any objection or claim for compensation, rescind or terminate this contract:
 - i. for any alleged misdescription of the Property or improvements to the Property or any deficiency in its area or measurements.
 - ii. the state of repair of the Property.
 - iii. defects (latent or patent).
 - iv. the physical condition of the Property.
 - v. improvements to the Property; or
 - vi. require the Seller to amend title or pay any cost of amending title.
- 23. Services, Utilities etc
 - a. The Buyer takes the Property subject to:
 - i. existing water, sewerage, gas, electric, telephone and other installations and services (if any) and existing rights (if any) to use them; and
 - ii. any existing contractual arrangements with the providers of water, sewerage, gas, electricity, telephone and other like services and any existing obligations in relation to these arrangements.
 - b. The Seller does not represent that the services are adequate for the Buyer's proposed use of the Property and the Buyer acknowledges that if there are such services in existence, the condition of the services may change between the day of sale and Completion or they may be terminated before Completion, and the services (if any) are not transferred or assigned to the Buyer by this contract.
 - c. The Buyer cannot make any requisition, objection or claim compensation because of the presence or absence of any such services including any rights or easements required to connect service to the Property.
 - d. The Seller may terminate any Services with a service provider prior to Completion. In such circumstances the Buyer, at its own costs, is responsible for reconnecting any disconnected Services.
 - e. If any part of the Property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies, the Seller is not required to ensure that the Buyer receives a release in respect of the Property. The Buyer must obtain any release at the Buyer's cost and expense.

24. Adjustments

- a. Notwithstanding clause 8.1 of the Printed Terms, if the Completion does not take place by the Date for Completion noted on the "Schedule" page of the contract, due to the fault of the Buyer, then the adjustment of all Land Charges and Water will be adjusted from the Date for Completion. However, there shall be no adjustments for the Holidays.
- b. If any amount is incorrectly calculated, omitted from adjustment, the parties must reimburse or compensate each other accordingly after Completion. This clause shall not merge on completion.
- c. A failure to make adjustment or any error in apportionment or calculation of adjustment or nonpayment of the adjustment at Completion shall not release the party from its obligation to pay the share of the adjustment unless that is paid in full or otherwise agreed to by the party entitled to its payment.
- d. The Buyer must, at least 2 business days prior to the Completion, provide all certificates and other information used to calculate the adjustments.

25. Agent

- a. The Buyer warrants that the Buyer was not introduced to the Seller or to the property by or through the medium of:
 - i. a real estate agent; or
 - ii. an employee of a real estate agent; or
 - iii. a person having a connection with a real estate agent; other than the vendor's agent (if any).
- b. The Buyer must at all times indemnify the Seller from and against:
 - i. any claim for commission made by any person other than the Seller's agent arising out of a breach of the warranty in this clause; and
 - ii. all actions, proceedings and expenses arising out of any such claim.

26. Effect of Additional Conditions

- a. The parties agree that in case of any inconsistency between these Additional Conditions and the Printed Terms of the Standard Contract, the Additional Conditions shall prevail.
- b. The Buyer must not make any objection, requisition, claim or delay the completion or rescind or terminate this contract in respect of any matter in the Additional Conditions.

EXECUTION PAGE

Buyer's Execution

in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director
Secretary

Signature of Director/Company

Full name

Full Name

GUARANTOR

Executed by the Guarantor in the presence of witness:

<p>_____ Signature of Guarantor</p> <p>_____ Name of Guarantor</p>	<p>_____ Signature of Witness</p> <p>_____ Name of Witness</p>
<p>_____ Signature of Guarantor</p> <p>_____ Name of Guarantor</p>	<p>_____ Signature of Witness</p> <p>_____ Name of Witness</p>

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Lawson Section 21 Block 1 on Deposited Plan 11358 with 40 units on Unit Plan 4551

Unit 30 (Class A) entitlement 223 of 10000, 3 subsidiaries

Lease commenced on 23/10/2018, terminating on 29/03/2115

Proprietor

Jangchub Lhamo

30/11 Wanderlight Avenue Lawson ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
14/11/2025	3417270	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

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
200916325	Development Application	01/02/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/03/2010

Description

Public Works - Upgrade of the existing intersection at Ginninderra Drive & Allawoona Street; to include stub of new road and signalisation of the intersection for new suburb Lawson.

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
200916010	Development Application	17/11/2009	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/03/2010

Description

Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

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
201426825	Development Application	19/12/2014	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/02/2015

Description

MULTIRESIDENTIAL - 40 NEW DWELLINGS. Proposed construction of 40 townhouses and associated works.

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
201223011	Development Application	07/02/2013	MERIT TRACK - MAJOR NOTIFICATION	APPROVED	22/03/2013

Description

NONR-ACTEWAGL-PERIMETER FENCE. The replacement and expansion of the existing perimeter fence at the ActewAGL Lawson South electrical substation. The proposal involves the construction of a new intruder resistant fence and security measures to comply with National Guidelines (ENA DOC 015-2006).

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Lawson Section 21 Block 1 on Deposited Plan 11358 with 40 units on Unit Plan 4551

Lease commenced on 23/10/2018, terminating on 29/03/2115

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4551

Independent Strata Management GPO Box 1539, Canberra City ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
23/10/2018	2183360	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:2219/9

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.

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Description

Public Works - Upgrade of the existing intersection at Ginninderra Drive & Allawoona Street; to include stub of new road and signalisation of the intersection for new suburb Lawson.

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.

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Description

MULTIRESIDENTIAL - 40 NEW DWELLINGS. Proposed construction of 40 townhouses and associated works.

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Description

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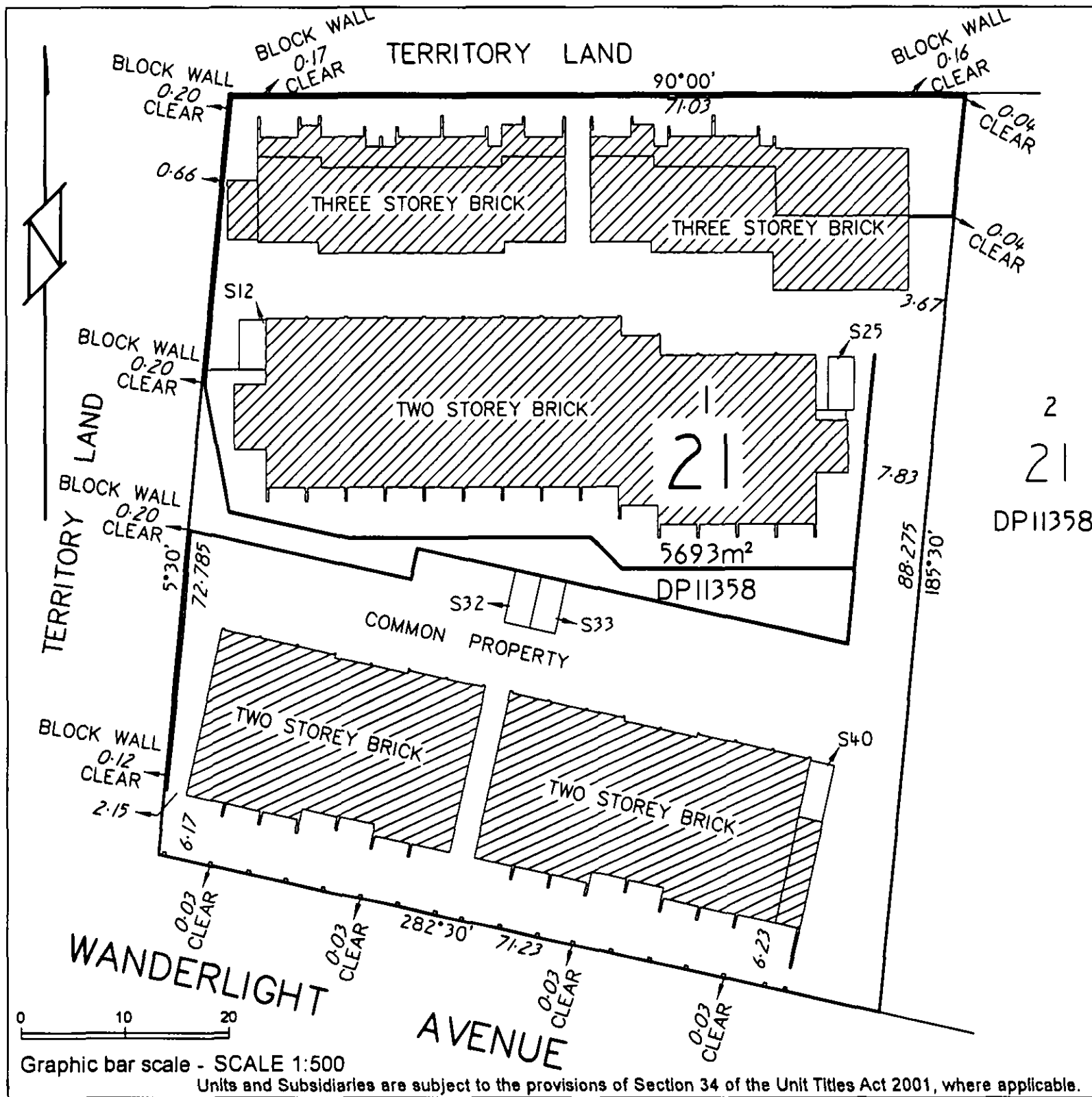
LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 088 - SP

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
Lawson	21	1	A	4551



2
21
DP11358

<p><i>JZ Development Australia Pty Ltd</i> ACN 602 334 627 Sole Director Registered Proprietor</p>	<p><i>[Signature]</i> Registered Surveyor</p>	<p><i>[Signature]</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
--	---	--


ACT
 Government

Justice and Community Safety

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2219:9	Lawson / Belconnen	21	1	11358	4551

NAME OF MANAGER / OWNERS CORPORATION

Independent Strata Management

ADDRESS FOR SERVICE OF NOTICE

GPO Box 1539 Canberra City ACT

SURVEYOR'S DECLARATION
I, **Scott David McNiven** of **Unit 12 Torrens Place, Torrens ACT**A surveyor registered under the *Surveyors Act 2007*, hereby certify that:

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 3/9/18

2. The survey is in accordance with the following Acts:

- *Unit Titles Act 2001*;
- *Land Titles (Unit Titles) Act 1970*;
- *Land Titles Act 1925*; and,
- any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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)

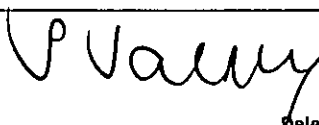
a) ~~All units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~
 b) ~~The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,~~
 c) ~~The diagrams clearly 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.~~


 Signature of Registered Surveyor

3/9/18 Dated

APPROVED UNDER THE UNIT TITLES ACT 2001,

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

 Lyn Tankey Delegate of the Authority / Executive		18 October 2018 Dated	
OFFICE USE ONLY			
LODGED BY	REGISTERED BY		
EXAMINED BY	REGISTRATION DATE	23 OCT 2018	
DATA ENTERED BY			

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District/Division	Section	Block
Lawson / Belconnen	21	1

Unit Plan No
4551

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	307	2	2377	21
2	292	2	2377	22
3	292	2	2377	23
4	292	2	2377	24
5	296	2	2377	25
6	296	2	2377	26
7	292	2	2377	27
8	292	2	2377	28
9	267	2	2377	29
10	267	2	2377	30
11	270	2	2377	31
12	275	4	2377	32
13	228	2	2377	33
14	228	2	2377	34
15	228	2	2377	35
16	228	2	2377	36
17	228	2	2377	37
18	228	2	2377	38
19	228	2	2377	39
20	228	2	2377	40
21	228	2	2377	41
22	228	2	2377	42
23	228	2	2377	43
24	228	2	2377	44
25	269	5	2377	45

Aggregate

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

Volume

Folio

2377

20

Signature of Lessee

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

Dated Eighteenth this day of October 2018

V Valery Lyn Tankey

Delegate of the Authority/Executive

Dave Peffer
Registrar-General

Deputy Registrar-General

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

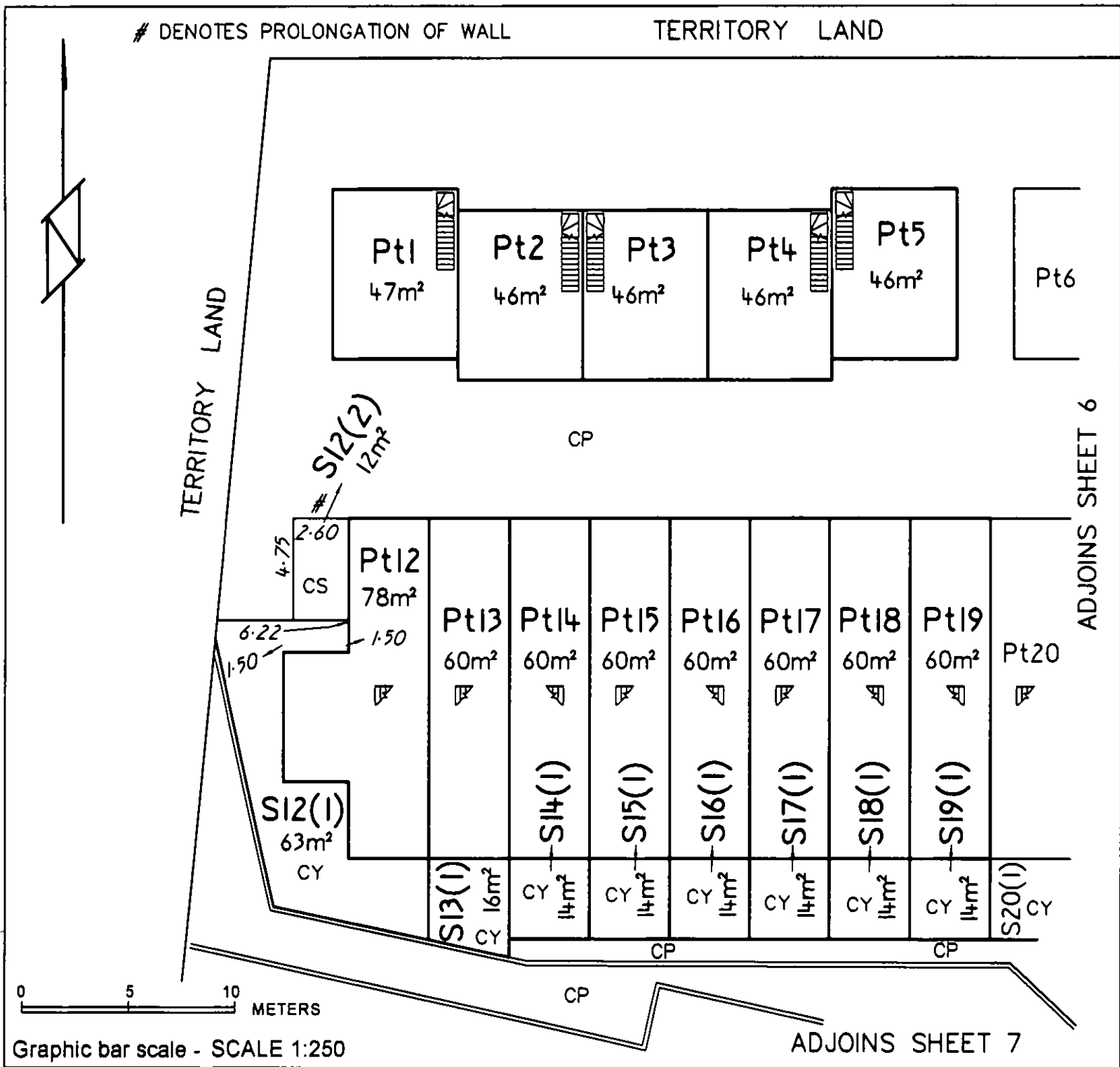
Form 091 - FP

FLOOR PLAN

Division	Section	Block
Lawson	21	1

UNITS PLAN No.
4551

FLOOR NUMBER	Ground
--------------	--------



JZ Developments Australia Pty Ltd
ACN 602 334 627
Sole Director Deren Jians

[Signature]
Registered Proprietor

[Signature]
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

Form 091 - FP


FLOOR PLAN

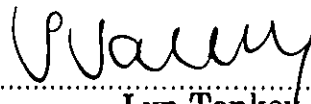
Division	Section	Block
Lawson	21	1

UNITS PLAN No.
4551

FLOOR NUMBER	Ground
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JZ Development Australia Pty Ltd
 ACN 6021334627
 Side Director Deren Jiang

 Registered Proprietor


 Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

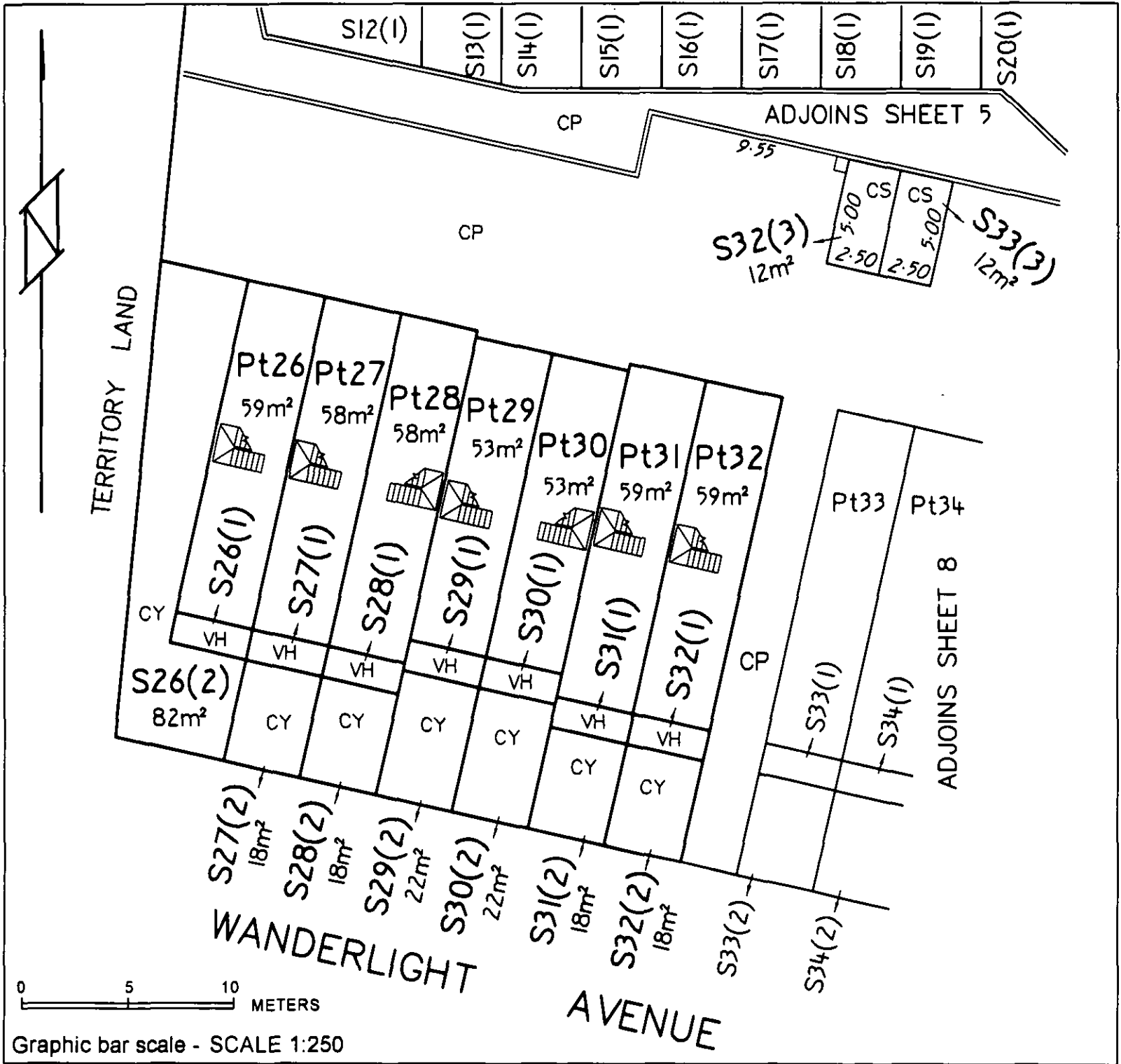
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

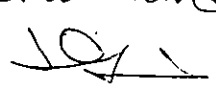

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	21	1	4551

FLOOR NUMBER	Ground
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<p>J-Z Development Australia Pty Ltd ACN 602 334 627 * Sole Director Deneen Jiang  Registered Proprietor</p>	<p> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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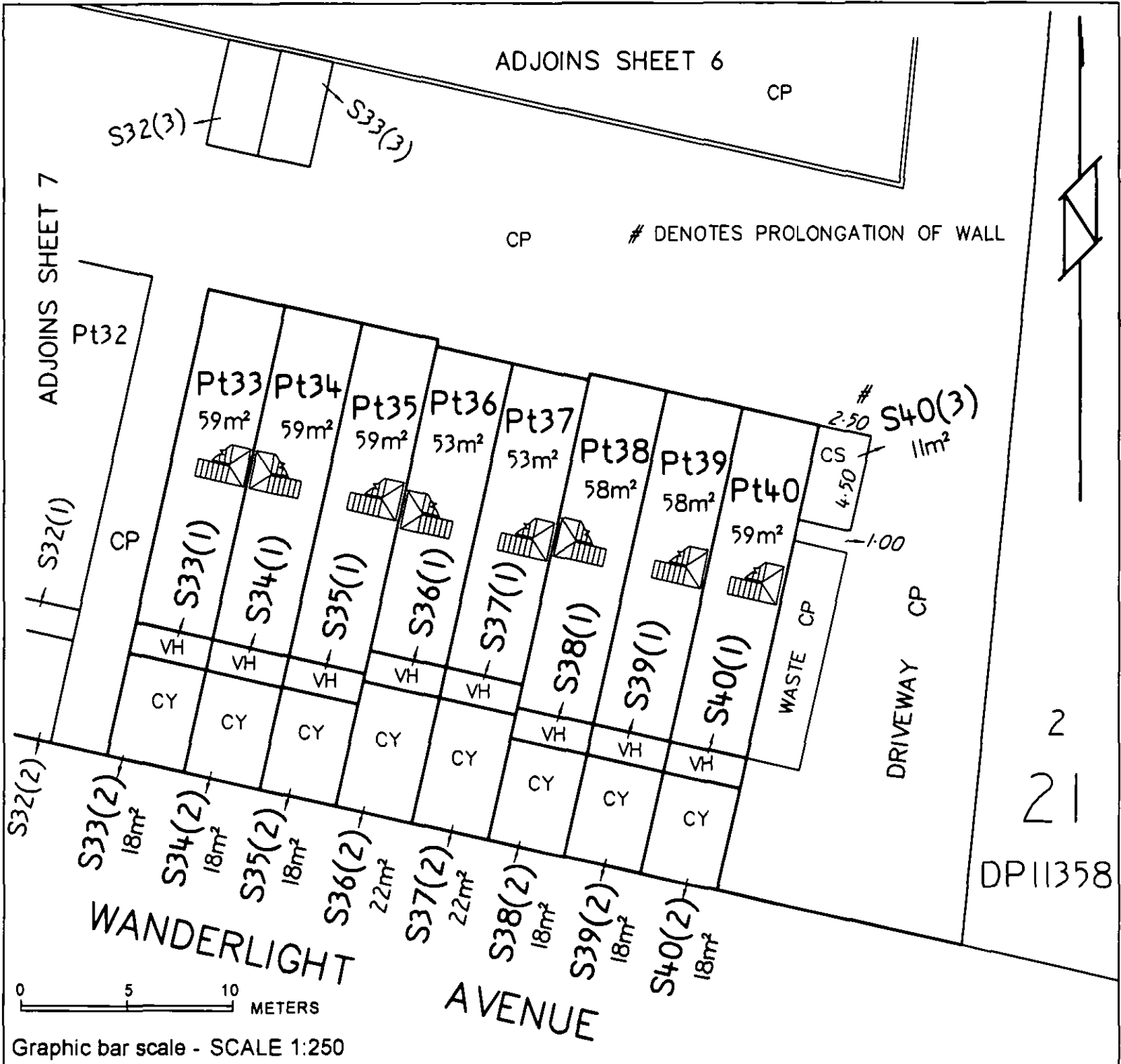
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No. 4551
Lawson	21	1	

FLOOR NUMBER	Ground
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JZ Development Australia Pty Ltd
AEN 602 334 627
Side Director Derendiane
[Signature]
Registered Proprietor

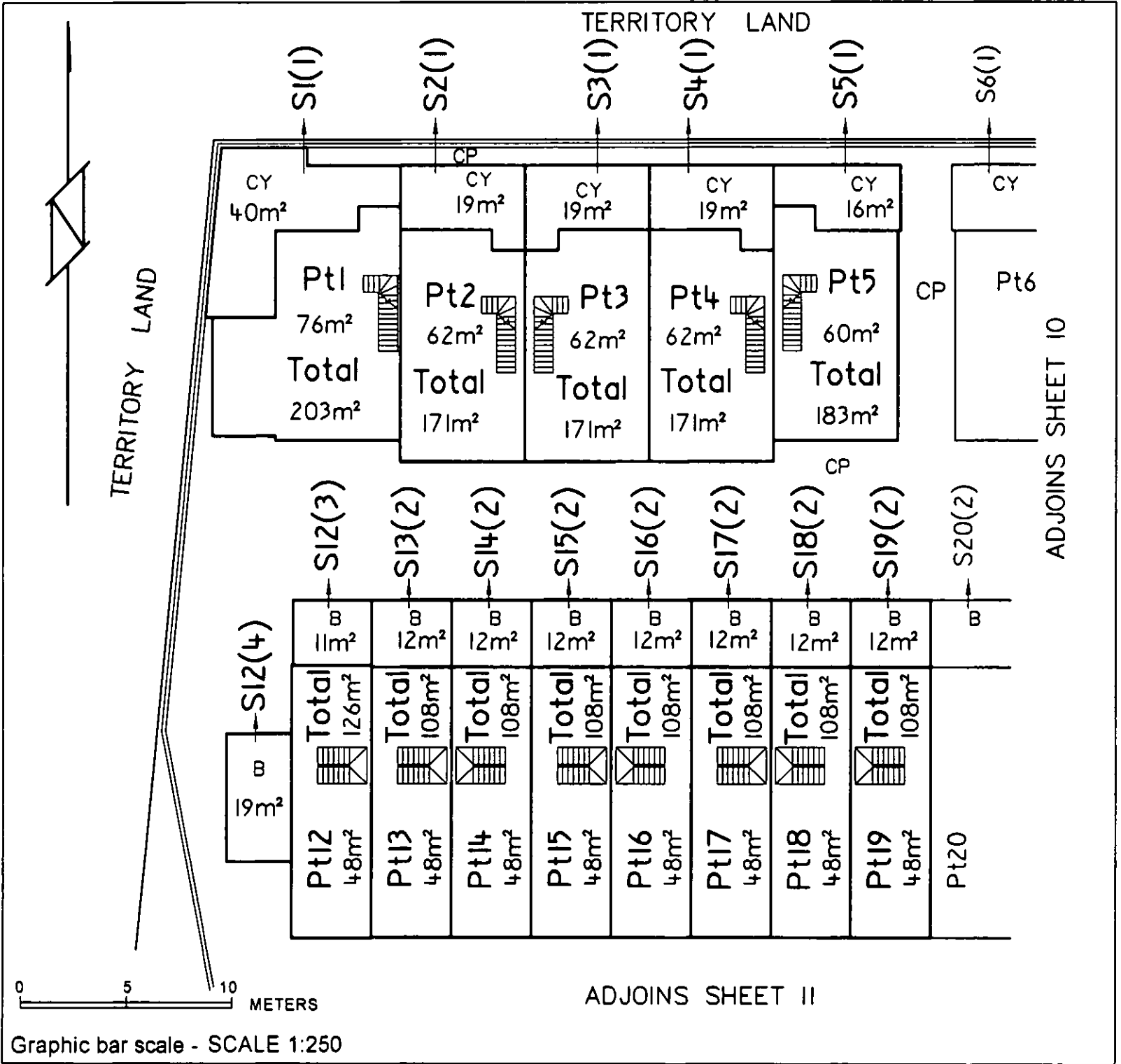
[Signature]
Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	21	1	4551

FLOOR NUMBER	First
--------------	-------



JZ Development Association Pty Ltd
A/N 602 334 627
Sole Director Deren Jiang
[Signature]
Registered Proprietor

[Signature]
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

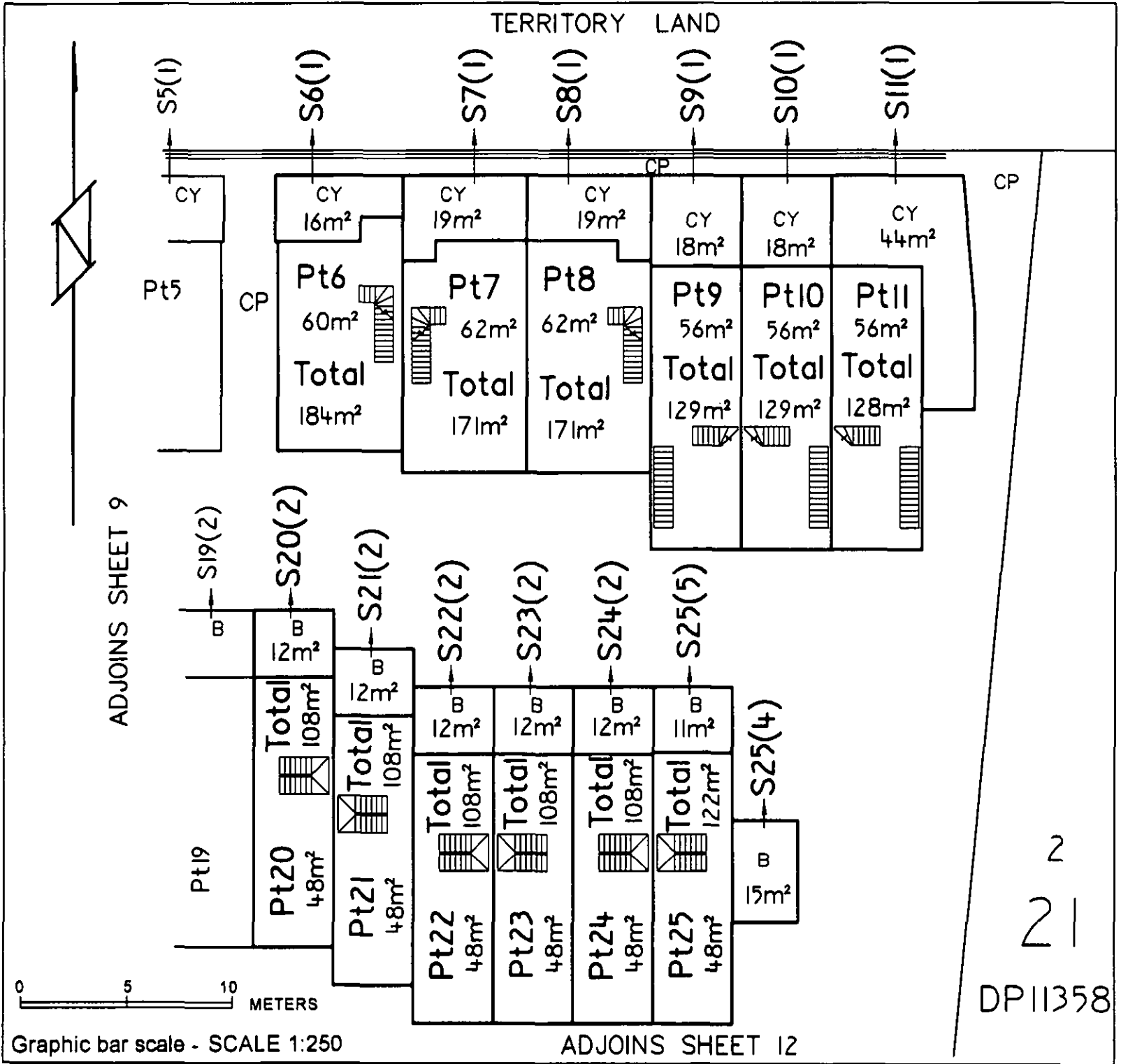
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No. 4551
Lawson	21	1	

FLOOR NUMBER	First
--------------	-------



JZ Developments Australia Pty Ltd
ACN/602 334627
Sole Director Derek Jiang
[Signature]
Registered Proprietor

[Signature]
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

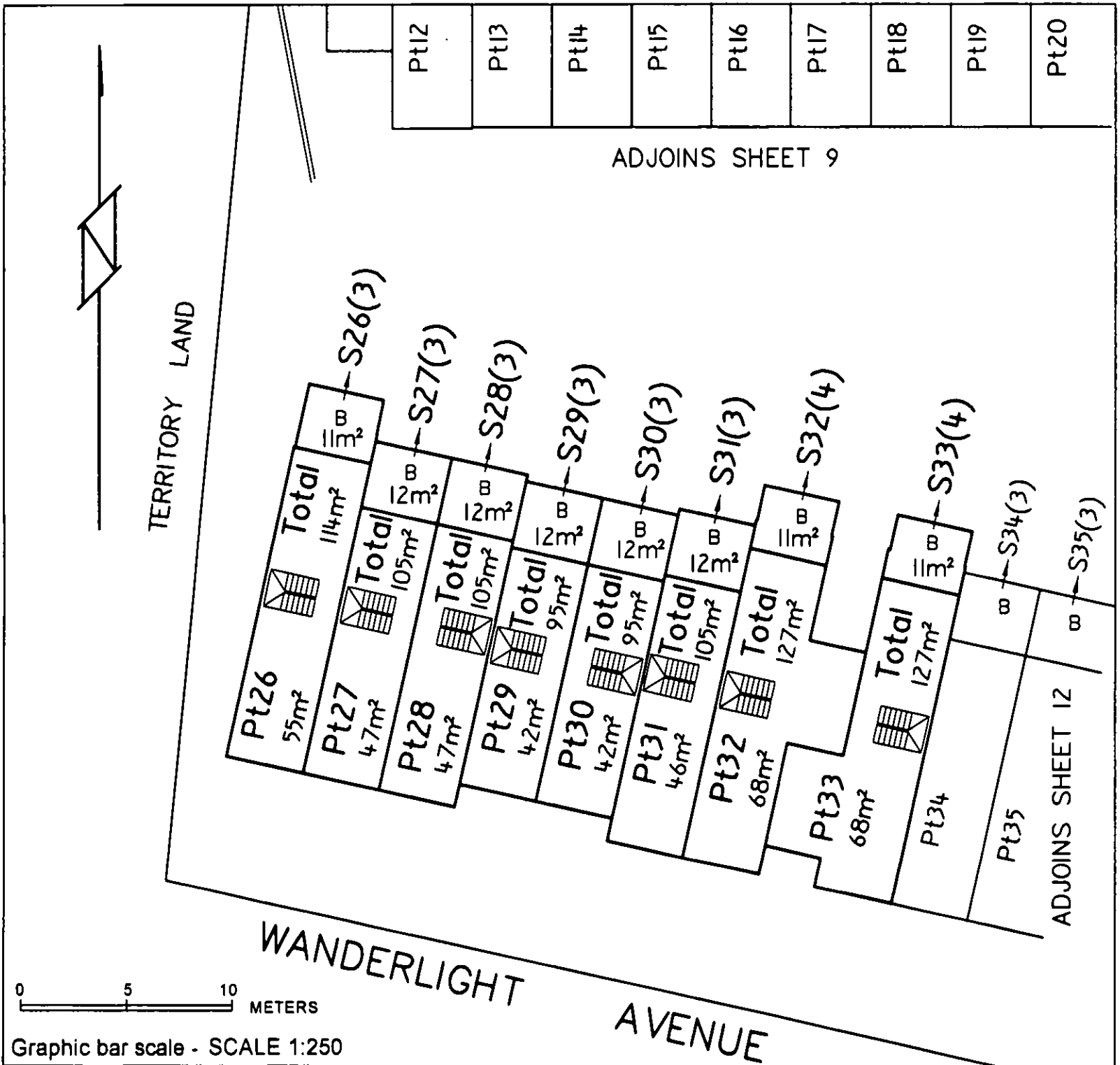
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	21	1	4551

FLOOR NUMBER	First
--------------	-------



<p>JZ Developments Australia Pty Ltd A/N 602 334 627 Sole Director Dereen Jiang</p> <p align="center"><i>[Signature]</i> Registered Proprietor</p>	<p align="center"><i>[Signature]</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

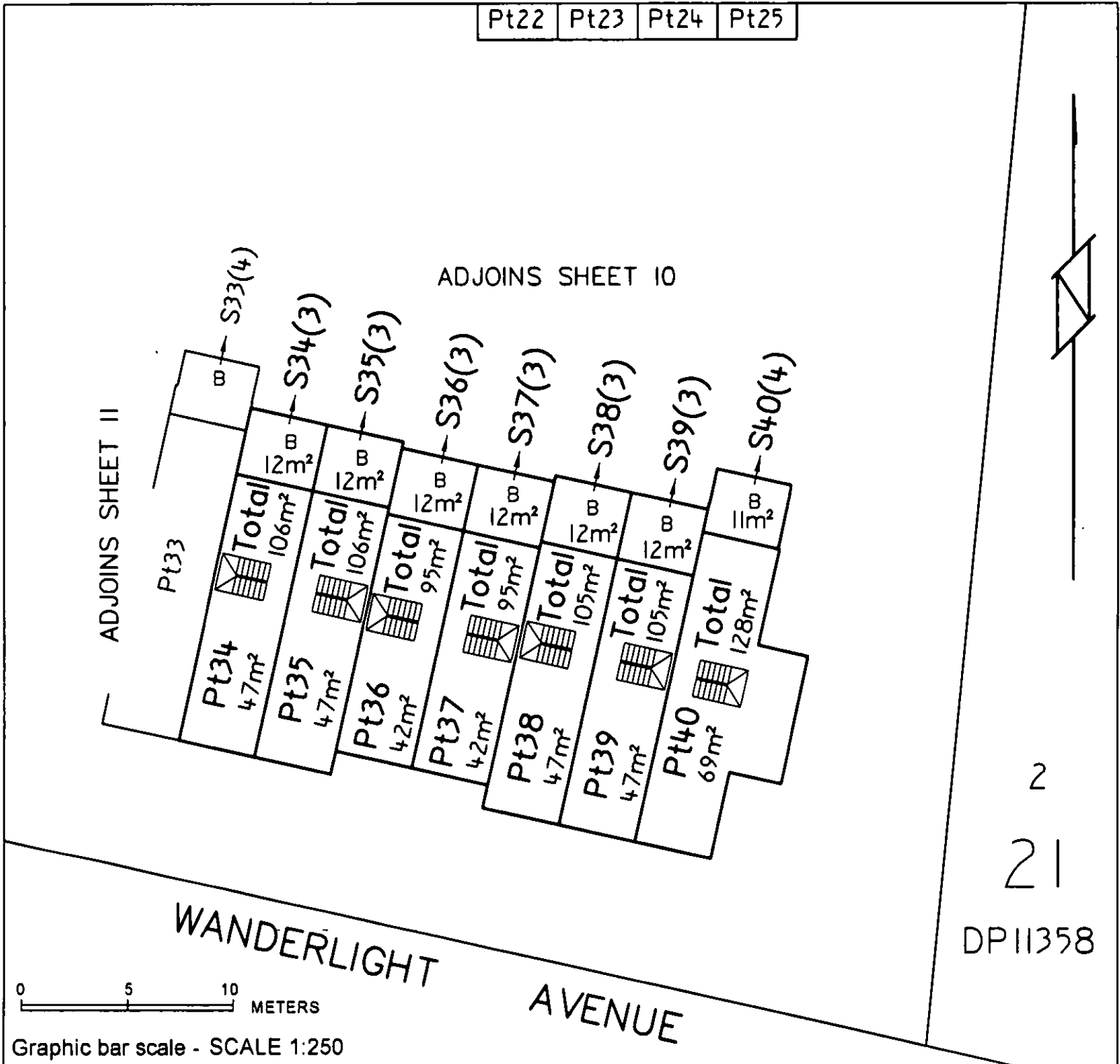
Form 091 - FP

FLOOR PLAN

Division	Section	Block
Lawson	21	1

UNITS PLAN No.
4551

FLOOR NUMBER	First
--------------	-------



JZ Developments Australia Pty Ltd
 ACN 602 334 627
 Sole Director *Deren Jiang*
[Signature]
 Registered Proprietor

[Signature]
 Lyn Tankey Delegate of the
 ACT Planning and Land Authority

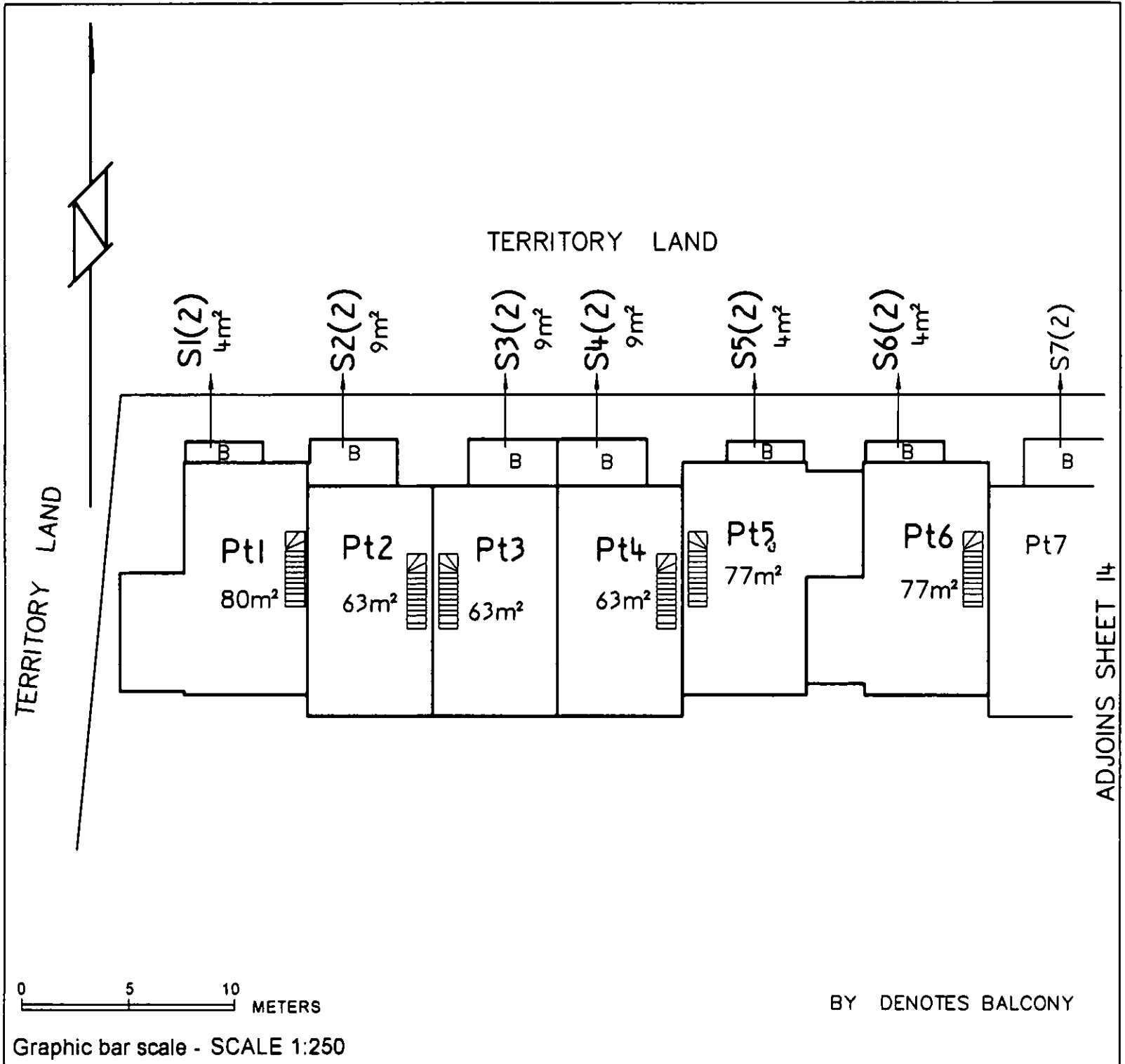
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	21	1	4551

FLOOR NUMBER	Second
--------------	--------



JZ Developments Australia Pty Ltd
 ACN 602 334 627
 Sole Director *Deren Jiang*

 Registered Proprietor

Lyn Tankey

 Lyn Tankey Delegate of the
 ACT Planning and Land Authority

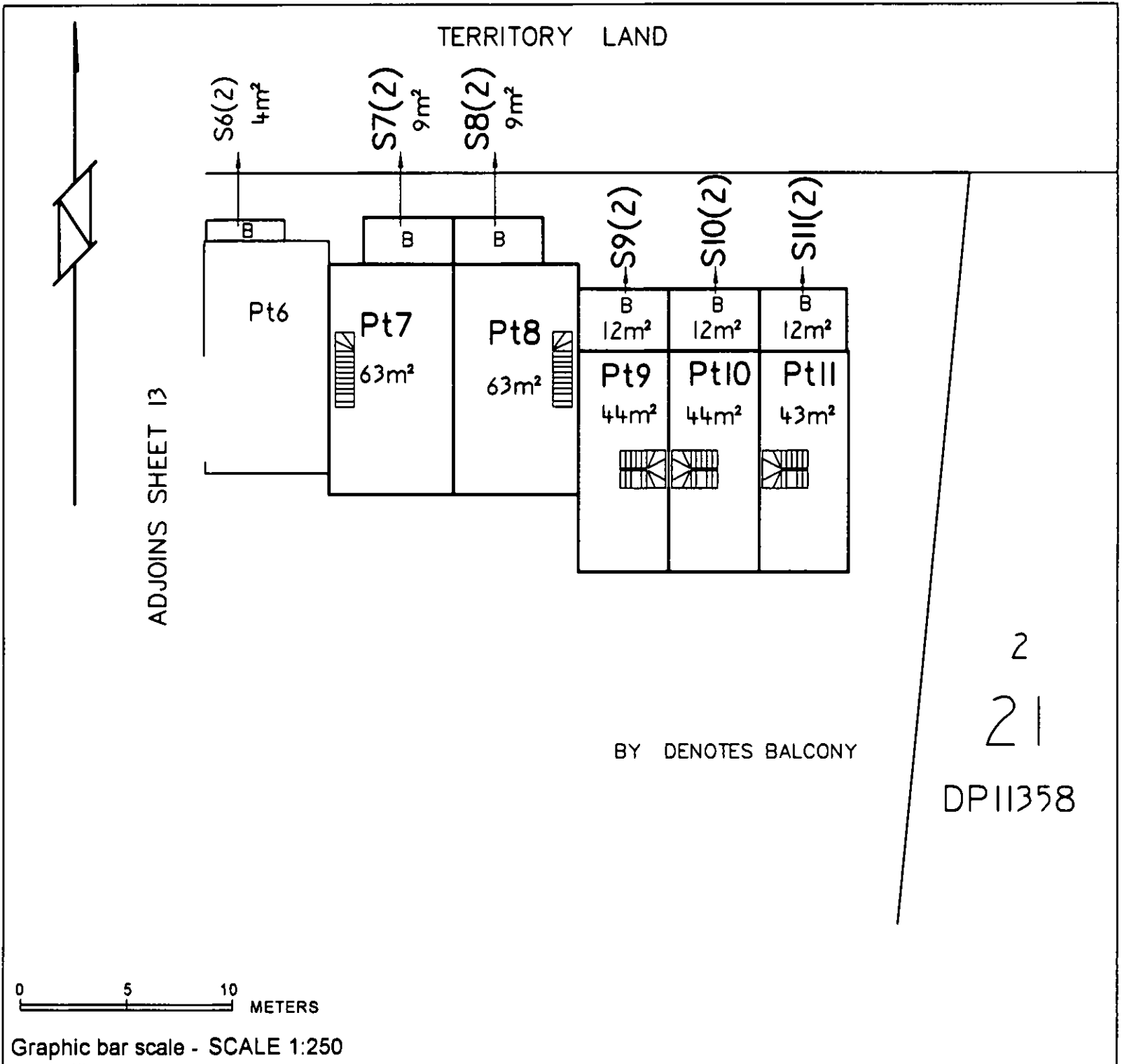
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	21	1	4551

FLOOR NUMBER	Second
--------------	--------



<p><i>JZ Developments Australia Pty Ltd</i> <i>ABN 602 334 627</i> <i>sole Director Deren Liang</i> Registered Proprietor</p>	<p> Lyn Tanke, Delegate of the ACT Planning and Land Authority</p>
--	---

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

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	21	1	4551

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

LEGEND AND SPECIFICATION SHEET

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

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



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

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

UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE

- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- VH DENOTES VERANDAH
- CY DENOTES COURTYARD
- BY DENOTES BALCONY
- DENOTES DUCT
- I DENOTES COLUMN
- DENOTES COLUMN


Graphic bar scale - SCALE 1:

<p>JZ Developments Australia Pty Ltd AEN 602334627 Sole Director <i>Deren Wang</i>  Registered Proprietor</p>	<p> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
--	--

Block 1 Section 21 Lawson

Unit Plan No	Unit (Sheet)	Sub 1 (Sheet)	Sub 2 (Sheet)	Sub 3 (Sheet)	Sub 4 (Sheet)	Sub 5 (Sheet)
1	5,9	Courtyard (9)	Balcony (13)			
2	5,9	Courtyard (9)	Balcony (13)			
3	5,9	Courtyard (9)	Balcony (13)			
4	5,9	Courtyard (9)	Balcony (13)			
5	5,9	Courtyard (9)	Balcony (13)			
6	6,10	Courtyard (10)	Balcony (13)			
7	6,10	Courtyard (10)	Balcony (14)			
8	6,10	Courtyard (10)	Balcony (14)			
9	6,10	Courtyard (10)	Balcony (14)			
10	6,10	Courtyard (10)	Balcony (14)			
11	6,10	Courtyard (10)	Balcony (14)			
12	5,9	Courtyard (5)	Car Space (5)	Balcony (9)	Balcony (9)	
13	5,9	Courtyard (5)	Balcony (9)			
14	5,9	Courtyard (5)	Balcony (9)			
15	5,9	Courtyard (5)	Balcony (9)			
16	5,9	Courtyard (5)	Balcony (9)			
17	5,9	Courtyard (5)	Balcony (9)			
18	5,9	Courtyard (5)	Balcony (9)			
19	5,9	Courtyard (5)	Balcony (9)			
20	6,10	Courtyard (6)	Balcony (10)			
21	6,10	Courtyard (6)	Balcony (10)			
22	6,10	Courtyard (6)	Balcony (10)			
23	6,10	Courtyard (6)	Balcony (10)			
24	6,10	Courtyard (6)	Balcony (10)			
25	6,10	Courtyard (6)	Courtyard (6)	Car Space (6)	Balcony (10)	Balcony (10)
26	7,11	Verandah (7)	Courtyard (7)	Balcony (11)		
27	7,11	Verandah (7)	Courtyard (7)	Balcony (11)		
28	7,11	Verandah (7)	Courtyard (7)	Balcony (11)		
29	7,11	Verandah (7)	Courtyard (7)	Balcony (11)		
30	7,11	Verandah (7)	Courtyard (7)	Balcony (11)		
31	7,11	Verandah (7)	Courtyard (7)	Balcony (11)		
32	7,11	Verandah (7)	Courtyard (7)	Car Space (7)	Balcony (11)	
33	8,11	Verandah (8)	Courtyard (8)	Car Space (7)	Balcony (11)	
34	8,12	Verandah (8)	Courtyard (8)	Balcony (12)		
35	8,12	Verandah (8)	Courtyard (8)	Balcony (12)		
36	8,12	Verandah (8)	Courtyard (8)	Balcony (12)		
37	8,12	Verandah (8)	Courtyard (8)	Balcony (12)		
38	8,12	Verandah (8)	Courtyard (8)	Balcony (12)		
39	8,12	Verandah (8)	Courtyard (8)	Balcony (12)		
40	8,12	Verandah (8)	Courtyard (8)	Car Space (8)	Balcony (12)	

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 ACN 602 334 627
 Deten Jiang
 Sole Director




Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4551



Block 1 Section 21 Division of LAWSON

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 twenty ninth day of March Two thousand one hundred and fifteen.
- 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 - 40 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

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Deren Jiang
Sole Director



- PURPOSE (c) To use Units 1 to 40 for the purpose of multi-unit housing of not less than twenty three (23) dwellings and not more than forty (40) dwellings AND IN ADDITION the premises may also be used for one or more of the following purposes:
- (i) boarding house;
 - (ii) child care centre;
 - (iii) community activity centre;
 - (iv) guest house;
 - (v) health facility;
 - (vi) residential care accommodation;
 - (vii) retirement village;
 - (viii) special dwelling; and
 - (ix) supportive housing;
- UNIT SUBSIDIARY (d) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS (e) 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 (f) 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 (g) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (h) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement 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

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 Deren Jiang, sole director




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

(i) 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

(j) 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

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

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

(ii) to which the Tree Protection Act 2005, applies;

MINERALS AND WATER

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

4. 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

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- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF (b)
RENT

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

FURTHER LEASE (c)

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

NOTICES

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

EXERCISE OF
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;

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Deren Jiang
Sole director



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

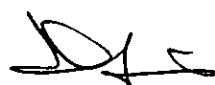
6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "boarding house" means the use of the parcel of land to principally provide long term accommodation where meals, laundry or other services are provided only to those residents of the boarding house, and which is not licensed to sell liquor;
- (c) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (d) "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;
- (e) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (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;

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sole director



- (g) "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;
- (h) "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;
- (i) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (j) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (k) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (l) "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;

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- (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;
- (m) "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;
- (n) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (o) "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;
- (p) "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;
- (q) "retirement village scheme", for a retirement village, means a scheme under which a person may:
 - (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and

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- (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (r) "special dwelling" means a dwelling used or to be used by a government agency or community organisation receiving government funding or housing assistance, to provide shelter and support for persons with special accommodation needs;
- (s) "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;
- (t) "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);
- (u) "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;
- (v) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (w) words in the singular include the plural and vice versa;
- (x) words importing one gender include the other genders;

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ACN 602 334 627

Deren Jiang, sole director



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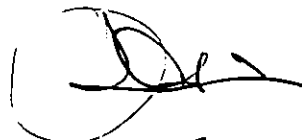
- (y) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the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

Dated this Eighteenth day of October 2018.



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

LESSEE: **J Z DEVELOPMENTS AUSTRALIA PTY LIMITED**
A.C.N. 602 334 627

x 
Deren Jiang
Sole director

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4551

Block 1 Section 21 Division of LAWSON

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


1. The term of the lease expires on the twenty ninth day of March Two thousand one hundred and fifteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4551 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

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ACN 602 334 627
Deren Jiang, Sole director



- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) 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;
- (h) 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;
- (i) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;

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Deren Jiang, Sole director



- (j) 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 and Development Act 2007;
- (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4551';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;

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ACN 602 334 627
Deven Jiang
Sole director





- (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 Eighteenth day of October 2018.




Lyn Tankey

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

LESSEE: **J Z DEVELOPMENTS AUSTRALIA PTY LIMITED**
A.C.N. 602 334 627

x



Deron Jiang
sole director



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	30	Block	1	Section	21	Suburb	LAWSON
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>	()	(X)
Certificate Number: 80399		
Dated: 17-OCT-18		
4. Has an application for Subdivision been received under the Unit Titles Act?		(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?		(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?		(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?		(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)		(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?		(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?		(see report)

Applicant's Name : R&J Lawyers
 E-mail Address : zahid@randjlawyers.com.au
 Client Reference : Jangchub

Date: 02-APR-26 15:54:17



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

02-APR-2026 15:54

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 12

INFORMATION ABOUT THE PROPERTY

LAWSON Section 21/Block 1/Unit 30

Building Class: A

Area(m2): 5,693.6

Unimproved Value: \$4,600,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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

02-APR-2026 15:54

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

Page 2 of 12

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201426825 **Lodged** 19-DEC-14 **Type** See Subclass

-- Application Details -----

Description

MULTIRESIDENTIAL - 40 NEW DWELLINGS. Proposed construction of 40 townhouses and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Lawson	21	1-1	

-- Involved Parties -----

Role	Name
Lessee	Lda
Lessee	J Z Developments Australia Pty
Applicant	Hugh Gordon Architect P/L

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

02-APR-2026 15:54

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 12

Application DA201223011 **Lodged** 07-FEB-13 **Type** See Subclass

-- Application Details -----

Description

NONR-ACTEWAGL-PERIMETER FENCE. The replacement and expansion of the existing perimeter fence at the ActewAGL Lawson South electrical substation. The proposal involves the construction of a new intruder resistant fence and security measures to comply with National Guidelines (ENA DOC 015-2006).

-- Site Details -----

District	Division	Section	Block(s)	Unit
-----------------	-----------------	----------------	-----------------	-------------



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

02-APR-2026 15:54

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 12

Application	DA201223011	Lodged	07-FEB-13	Type	See Subclass
Belconnen		Lawson		5	1-1
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



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

02-APR-2026 15:54

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 12

Application DA201223011 **Lodged** 07-FEB-13 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Land Development Agency
Lessee	Actewagl Distribution
Applicant	Ghd Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approved



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

02-APR-2026 15:54

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 12

Application DA200916325 **Lodged** 01-FEB-10 **Type** See Subclass

-- Application Details -----

Description

Public Works - Upgrade of the existing intersection at Ginninderra Drive & Allawoona Street; to include stub of new road and signalisation of the intersection for new suburb Lawson.

-- Site Details -----

District	Division	Section	Block(s)	Unit
-----------------	-----------------	----------------	-----------------	-------------



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

02-APR-2026 15:54

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 7 of 12

Application	DA200916325	Lodged	01-FEB-10	Type	See Subclass
Belconnen		Bruce		3	1-1
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



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

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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 8 of 12

Application DA200916325 **Lodged** 01-FEB-10 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Land Development Agency
Lessee	Territory And Municipal Serv
Lessee	University Of Canberra
Applicant	Act Procurement Solutions

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200916010 **Lodged** 17-NOV-09 **Type** See Subclass

-- Application Details -----

Description

Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

-- Site Details -----

District	Division	Section	Block(s)	Unit
-----------------	-----------------	----------------	-----------------	-------------



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8 Darling Street
MITCHELL ACT 2911

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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application	DA200916010	Lodged	17-NOV-09	Type	See Subclass
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



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

02-APR-2026 15:54

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

Page 11 of 12

Application DA200916010 **Lodged** 17-NOV-09 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Territory And Municipal Serv
Lessee	Land Development Agency
Applicant	Act Procurement Solutions

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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

LAND USE POLICIES

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

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



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

02-APR-2026 15:54

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 12 of 12

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **4551** Lot No. **30** Unit Number. **30**

Unit Owner/Eligible Person: **Lhamo (sale)**

R & J Lawyers zahid@randjlawyers.com.au

1. Committee Details

Jonathan Hon-Yiu Chan
MBC Burnside Pty Ltd
Miss Amy Leigh Spence

c/- Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
1300 724 256

2. Corporations Manager

The name and contact details of the corporations manager:

Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601

3. Records

The place where the corporation's records can be inspected and contact details:

Jessica Deeth
Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
e: certificates@civium.com.au

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **4551** Lot No. **30** Unit Number. **30**

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund \$46,759.56

Sinking Fund \$119,745.75

Total \$166,505.31

6. Additional Information

6.1. Developer Control Period

Developer control period expiry date: *N/A*

6.2. Details of any borrowings:

See Annexure

6.3. Details of installed sustainability infrastructure:

See Annexure

6.4. Summary of current service contracts:

Civium Holdings Pty Ltd - Managing Agent Agreement - 29/02/2024 - 28/02/2027

6.5. Application for Crown Lease extension:

Nil

6.6. Details of any ongoing Development Approval Conditions:

Nil

6.7. Details of any embedded network:

Is there an embedded network for water*?

Is there an embedded network for electricity*?

Is there an embedded network for telecommunications*?

6.8. Details of any pool or insulation compliance:

Is there a regulated swimming pool*?

*if these are left blank, the answer is 'no'

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

Date: **07/04/2026**

The Common Seal of
The Owners – Units Plan No 4551

Was hereunto affixed in
The presence of



Signature:





Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
Ph: 1300 724 256
levies@civium.com.au
Principal: Doug O'Mara

TAX INVOICE

Date: 07/04/2026

UP 4551 - Lot No. 30 Unit Number. 30

Preparation of S119 Certificate & Attachments	
UP 4551 Lot No. 30 Unit Number. 30	\$342.00
Invoice Total	\$342.00
	(Includes \$31.09 GST)

PAID

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300

Ph: 1300 724 256 Email: levies@civium.com.au

Printed: 07/04/2026 01:29 pm User: Rebekah Morton

Asset Register

4551 Hillside Villas 1 11 Wanderlight Avenue

Description	Type	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
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Nil

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300

Ph: 1300 724 256 Email: levies@civium.com.au

Printed: 07/04/2026 01:29 pm User: Rebekah Morton

Fund Proposals

4551 Hillside Villas 1 11 Wanderlight Avenue

Date Determined

Title

Particulars

Nil



AMENDED MINUTES

MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS CORPORATION - 4551

**Hillside Villas 1
11 Wanderlight Avenue
LAWSON ACT 2617**

Held on :

Wednesday, 16 July 2025 04:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=33728>

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Hillside Villas 1 4551

Held Wednesday, 16 July 2025 4:00 PM at

Present	Ji Ahn (Lot 20), John Randall (Lot 10), Jonathan Hon-Yiu Chan (Lot 8), Miss Amy Leigh Spence (Lot 26)
Civium Rep(s)	Alyce Wangemann (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	Katerina Eleni Kanaridis (Lot 15), Chelsea Chau & David Synan (Lot 25)
Other Attendees	None
CFM	None
Chairperson	John Randall

Meeting Opened 04.05pm

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>It was resolved that the minutes of the previous General Meeting of the Owners Corporation, held on 02/04/2024, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>

2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>It was resolved that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation.</p> <p style="text-align: right;">Motion Defeated</p>
3	<p>Insurance Renewal (SPECIAL RESOLUTION)</p> <p>It was resolved:</p> <p>a) To confirm the Owners Corporation's current insurance cover as detailed in the attached policy within the agenda.</p> <p>b) To delegate authority to the Executive Committee to select the appropriate insurance policy and, if necessary, arrange premium funding for the policy.</p> <p>c) To authorise the Strata Managing Agent to obtain quotations for insurance cover prior to the expiry of the current policy. These quotations are to be presented to the Executive Committee for consideration. In the event that no advice or decision is provided by the Executive Committee, the Managing Agent is authorised to proceed with the recommendation provided by the insurance broker and, if necessary, arrange for premium funding of the policy.</p> <p>Current Policy Details:</p> <p><i>Insurer: Strata Unit Underwriters</i> <i>Building Sum Insured (BSI): \$19,400,000.00</i> <i>Excess: \$2,000.00</i> <i>Policy Expiry: 16/05/2026</i></p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Claims (ACKNOWLEDGEMENT)</p> <p>It was resolved that the Owners Corporation consider any open or new Insurance Claims.</p> <p><i>NOTE: There are no current open claims.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
5	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>It was resolved that the financial statement of accounts for the financial year ending 28/02/2025 be adopted.</p> <p style="text-align: right;">Motion Carried</p>
6	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p><i>NOTE: An audit report is not a requirement for UP4551, due to the size and nature of the complex and budget.</i></p> <p style="text-align: right;">Motion Defeated</p>

7	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p style="text-align: right;">Motion Carried</p>
8	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p><i>NOTE:</i></p> <ul style="list-style-type: none"> • <i>Water-proofing issues of some balconies- please refer to the engineers report .- EC is currently reviewing the report.</i> • <i>Metal strips(garage lintels) are corroding of some garages-please refer to the engineers report .-EC is currently reviewing the report. It hasn't been distributed to all owners yet.</i> • <i>Garbage area door motor being replaced- Quotes received. EC are seeking clarification of what actually needs fixing. Motor or doors?</i> • <i>Visitors carpark area light malfunctioning- Work order requested to repair the light.</i> • <i>Bollard under unit 40 Installation- EC awaiting quotes. EC is waiting for strata manager to get back to the EC siting and the need for a pole and signage.</i> <p style="text-align: right;">Motion Carried</p>
9	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>NOTE: A fire safety review is not applicable to UP4551.</i></p> <p style="text-align: right;">Motion Defeated</p>
10	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>NOTE:</i></p> <ul style="list-style-type: none"> • <i>Water-proofing issues of some balconies- please refer to the engineers report .- EC is currently reviewing the report.</i> • <i>Metal strips(garage lintels) are corroding of some garages-please refer to the engineers.-EC is currently reviewing the report.</i> <p style="text-align: right;">Motion Carried</p>
11	<p>Review of Sinking Fund Plan (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation resolves to review the 15-year Sinking Fund Plan and decide whether to revise the plan or replace the plan.</p> <p><i>NOTE: The last Sinking Fund Plan was reviewed in 2018. The cost to have a new report provided by QIA Group will be approximately \$790.</i></p> <p style="text-align: right;">Motion Carried</p>

<p>12</p>	<p>Budget (ORDINARY RESOLUTION)</p> <p>1. It was resolved that contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>Total Expenditure \$153,052.50 Total Administrative Fund Income \$153,052.20</p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>Total Expenditure \$4,501.00 Total Sinking Fund Income \$31,026.00</p> <p>c. It was resolved that the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 31/08/2025 2nd instalment 31/10/2025 3rd instalment 31/01/2026 4th instalment 30/04/2026</p> <p>d. It was resolved that in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</p> <p style="text-align: right;">Motion Carried</p>
<p>13</p>	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation appoint 3 Owners to form the Executive Committee.</p> <p>It was resolved that the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. This includes nominating one or several invoice approvers on behalf of the Owners Corporation.</p> <p><i>Note: Members elected for the executive committee are John Randall, Jonathan Chan, Amy Spence, and Katherine Kanaridis.</i></p> <p><i>John Randall- Chairperson/treasurer/secretary</i></p> <p style="text-align: right;">Motion Carried</p>

<p>General Business</p>	
	<ul style="list-style-type: none"> OC has noted that rubbish and bulky waste is being dumped in the Bin Enclosure. Signs have been proposed and its been suggested that the code for the bin doors be changed once the motor is repaired. Some unit owners have caught owners from the complex next door trying to dump bulky rubbish in UP4551's bin enclosure.

There being no further business the chairperson declared the meeting closed at 04:49 pm
Dated: 16 July 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 4551

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made

16/07/2025

A3 Reduced quorum decisions

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

Date of decision 16/07/2025	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 26/08/2025

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



MINUTES OF THE EXECUTIVE COMMITTEE MEETING 2025

OWNERS CORPORATION - 4551

**Hillside Villas 1
11 Wanderlight Avenue
LAWSON ACT 2617**

Held on :

Wednesday, 18 June 2025 04:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=38451>

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF OWNERS CORPORATION Hillside Villas 1 4551

Held Wednesday, 18 June 2025 4:00 PM at

Present	Jonathan Hon-Yiu Chan (Lot 8), John Randall for MBC Burnside Pty Ltd (Lot 10)
Civium Rep(s)	Ruchika Arora (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	Ruchika Arora

Meeting Opened 4:02PM

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>MINUTES</p> <p>It was resolved that the minutes of the previous Executive Committee (EC) Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceedings at that meeting.</p> <p>Secretarial Note - The EC members present stated that this isn't the first EC meeting for the complex.</p> <p style="text-align: right;">Motion Deferred</p>

2	<p>FINANCIAL STATEMENT</p> <p>It was resolved that the Executive Committee review and accept the Financial Report attached for the period 01/03/2024 - 04/06/2025.</p> <p style="text-align: right;">Motion Carried</p>
3	<p>ITEMS FOR DISCUSSION</p> <p>It was resolved that the following items were discussed:</p> <ol style="list-style-type: none"> 1. Budget Review - The EcC decided to add \$20,000 as a legal expense and engineering cost of \$25,000 to the admin fund. 2. Leo & Associates' Report and Recommended Actions - The EC agreed to investigate who holds the builder's warranty, as the inspection report suggests that the fault in the waterproofing membrane may be due to the builder's negligence. The Strata Manager (SM) will advise the next steps. 3. Current Insurance and Warranty Claims: <ul style="list-style-type: none"> o Rectification Work Undertaken and Planned o Potential Legal Actions <p style="margin-left: 40px;">Note - The SM will read through the report and advise next steps to the Executive committee.</p> 4. Levies: Overview and Available Options - The EC present discussed that the strata fees will be increased for this financial year due to the rectification works. Owners can request for a payment plan if required. 5. Proposed Amendments to By-Laws - The SM will revise the current Bylaws and advise of any changes that can be made to implement rules specifically for solar installation. 6. Garage door repairs - The EC present decided to investigate the cause of damage to the garbage door. <p style="text-align: right;">Motion Carried</p>

There being no further business the chairperson declared the meeting closed at 4:41pm
Dated: 18 June 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.



MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS CORPORATION - 4551

**Hillside Villas 1
11 Wanderlight Avenue
LAWSON ACT 2617**

Held on :

Tuesday, 02 April 2024 04:00 PM

Held at :

Google Meet joining info

Video call link: <https://meet.google.com/hmc-viuv-enr>

Or dial: (AU) +61 3 8594 9195

PIN: 787 916 496#



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF OWNERS CORPORATION Hillside Villas 1 4551

Held Tuesday, 02 April 2024 4:00 PM at
Google Meet joining info Video call link: <https://meet.google.com/hmc-viuv-enr> Or dial: (AU) +61 3
8594 9195 PIN: 787 916 496#

Present	Jonathan Hon-Yiu Chan (Lot 8)
Civium Rep(s)	Madison Duberal (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None

Reduced Quorum Meeting

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 4551

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **02/04/2024**

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
02/04/2024	As attached

A4 Owners corporation declaration

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

DATE: 02/04/2024

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

AMENDED - MOTION 12

MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS CORPORATION - 4551

**Hillside Villas 1
11 Wanderlight Avenue
LAWSON ACT 2617**

Held on :

Tuesday, 09 April 2024 04:00 PM

Held at :

**Google Meet joining info
Video call link: <https://meet.google.com/hmc-viuv-enr>
Or dial: (AU) +61 3 8594 9195
PIN: 787 916 496#**

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF OWNERS CORPORATION Hillside Villas 1 4551

Held Tuesday, 09 April 2024 4:00 PM at
Google Meet joining info Video call link: <https://meet.google.com/hmc-viuv-enr> Or dial: (AU) +61 3
8594 9195 PIN: 787 916 496#

Present	John Randall on behalf of MBC Burnside Pty Ltd (Lot 10), Jonathan Hon-Yiu Chan (Lot 8)
Civium Rep(s)	Melanie Peek (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	John Randall on behalf of MBC Burnside Pty Ltd

Meeting Opened 4:00PM

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>It was resolved that the minutes of the previous General Meeting of the Owners Corporation, held on 01/06/2023, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>

2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>It was resolved that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation.</p> <p style="text-align: right;">Motion Deferred</p>
3	<p>Insurance Renewal (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolves:</p> <p>a) It was resolved that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and</p> <p>b) the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation.</p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Claims (ACKNOWLEDGEMENT)</p> <p>It was resolved that the Owners Corporation consider any open or new Insurance Claims.</p> <p><i>NOTE: There are no current open claims.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
5	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>It was resolved that the financial statement of accounts for the financial year ending 28/02/2024 be adopted.</p> <p><i>NOTE: Any questions relating to the financial statements should be directed to our office PRIOR to the meeting.</i></p> <p style="text-align: right;">Motion Carried</p>
6	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p>NOTE: An audit report is not a requirement for UP4551, due to the size and nature of the complex and budget.</p> <p style="text-align: right;">Motion Deferred</p>
7	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p style="text-align: right;">Motion Carried</p>

<p>8</p>	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p><i>NOTE: Any new common property maintenance issues are to be reported to the Strata Manager prior to the meeting.</i></p> <p style="text-align: right;">Motion Carried</p>
<p>9</p>	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>NOTE: A fire safety review is not applicable to UP4551.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>10</p>	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>NOTE: The Owners Corporation are reminded that the Owners Corporation may only consider defects associated with the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property is the responsibility of the unit owner to progress through the appropriate channels.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>11</p>	<p>Review of Sinking Fund Plan (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation resolves to review the 10-year Sinking Fund Plan and decide whether to revise the plan or replace the plan.</p> <p style="text-align: right;">Motion Deferred</p>

12

Budget (ORDINARY RESOLUTION)

1. It was resolved that contributions be determined:

a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure \$86,221,00

Total Administrative Fund Income \$86,2221.00

b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure \$5,335.00

Total Sinking Fund Income \$30,122.00

c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be

1st instalment 01/05/2024

2nd instalment 01/08/2024

3rd instalment 01/11/2024

4th instalment 01/02/2025

d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.

Motion Carried

13

Appointment of Managing Agent (ORDINARY RESOLUTION)

It was resolved that in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that:

1. Civium Holdings Pty Ltd t/as Civium Property Group ("**Agent**") be appointed as strata managing agent of Units Plan No.4551;
2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
3. The Owners Corporation execute a written agreement, ("**Agreement**"), to give effect to this appointment and delegation;
4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and
5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting

NOTE: Two representatives from the Executive Committee will be required to execute the Agency Agreement digitally, noting the agreement will be enacted after 21 days should the Agreement not be signed.

Motion Carried

14

Election of Executive Committee (ORDINARY RESOLUTION)

It was resolved that the election of the Executive Committee takes place:

1. That the Owners Corporation resolves to appoint 3 to 7 Owners to form the Executive Committee.

Lot 8 - J Chan

Lot 10 - J Randall

2 That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. This includes nominating one or several invoice approvers on behalf of the Owners Corporation.

Motion Carried

There being no further business the chairperson declared the meeting closed at 04:35 pm

Dated: 9 April 2024

Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners–Units Plan No 4551

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **09/04/2024**

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
09/04/2024	As attached

A4 Owners corporation declaration

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

DATE: 11/04/2024

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



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

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 UP4551

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 1st June 2023

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
1 st June 2023	As per attached minutes

A4 Owners corporation declaration

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

8th June 2023

Suboral



[†] 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 owner's 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 owner's corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owner's 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 owner's 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 owner's corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

Minutes of the Annual General Meeting

4551 - Hillside Villas 1

11 Wanderlight Avenue

Date: On the 1st June 2023 at 5:00 PM

Venue: Online via Zoom

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Unit 2 K. Sutherland
Unit 8 C. Fulluck
Unit 10 J. Randall (MBC Burnside Pty Ltd)
Unit 11 F. McGee

Chairperson: Unit 10 J. Randall was elected chairperson for this meeting.

Online Votes: Unit 1 Y. Han
Unit 20 J. Brown
Unit 21 J. Chen & L. Zhu
Unit 24 H. King
Unit 26 A. Spence
Unit 29 Y. Huang
Unit 40 A. Karunadasage & V. Mudiyansele

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: M. Duberal represented Independent Strata Management Pty Ltd.

1. PREVIOUS MINUTES

It was resolved that the Minutes of the previous Annual General Meeting held on the 26th of May 2022 be confirmed as a true and accurate record of the proceedings of the meeting.

Motion CARRIED.

2. INSURANCE RENEWAL

It was resolved that the Owners Corporation of UP4551 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

Motion CARRIED.

3. INSURANCE CLAIMS

It was resolved that the Owners Corporation consider any outstanding or new Insurance Claims.

Motion CARRIED.

Notes: *There is currently one outstanding claim for Unit 33 regarding their garage door. The SM will investigate the details of the claim and inform the EC accordingly.*

A new insurance claim has been lodged for the damaged downpipes and walls on common property.

4. INSURANCE - VALUATION

It was resolved that the Owners Corporation of UP4551 authorise the Managing Agent to obtain an updated Insurance Valuation report.

Motion CARRIED.

5. MAINTENANCE ISSUES

That the Owners Corporation consider any outstanding or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.

Motion CARRIED.

Note: Concerns were raised around the gardener's performance, particularly around weeding at the complex. The SM will pass on the feedback; EC to monitor and pass on any further feedback.

It was raised that some units have large trees in their courtyard; this is an owner's responsibility. SM to send out letter to all owners reminding of tree maintenance.

6. MAINTENANCE SCHEDULE/PLAN

That the Owners Corporation review the current Maintenance Plan and resolve by Ordinary Resolution whether a new Maintenance Schedule is required for the continued maintenance of the common property and its assets.

Motion FAILED.

Note: It was decided that the current maintenance plan is sufficient.

7. CONSIDERATION OF PHYSICAL BUILDING DEFECTS

That the Owners Corporation considers any Common Property physical building structural defects.

Motion CARRIED.

Note: There were no common property defects raised.

8. FIRE SAFETY REVIEW

That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.

Motion CARRIED.

Note: It was decided that quotes will be obtained for a fire company to review the complex.

9. FINANCIAL STATEMENTS

It was resolved that the Owners Corporation of UP4551 accept the financial statements as presented.

Motion CARRIED.

10. APPOINTMENT OF AUDITOR

That the Owners Corporation of UP4551 authorise the Managing Agent, in consultation with the Executive Committee, to appoint an auditor to audit the financial records of the Owners Corporation.

Motion FAILED.

11. BUDGET DEBATE - ADMINISTRATIVE FUND

It was resolved that the Owners Corporation of UP4551 adopt the proposed Administrative Fund budget of \$68,849.00.

Motion CARRIED.

12. BUDGET DEBATE - SINKING FUND

It was resolved that the Owners Corporation of UP4551 adopt the proposed Sinking Fund budget of \$27,435.00, in accordance with the Sinking Fund Forecast.

Motion CARRIED.

13. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

It was resolved that the Owners Corporation of UP4551 agree that the approved budget for the 12 month period starting 1st of March 2023 will be raised in accordance with the unit entitlements on a quarterly basis, being 1st May, 1st August, 1st November 2023 and 1st February 2024.

Motion CARRIED.

14. ELECTION OF COMMITTEE

It was resolved that the Owners Corporation of UP4551 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Motion CARRIED.

Unit 2 *K. Sutherland*
Unit 10 *J. Randall*
Unit 11 *F. McGee*

15. GENERAL BUSINESS

MULCH QUOTE	<p>A quote was presented for the mulching of the common property at the front of the complex. It was decided that the amount of mulch quoted may not be sufficient for the area. There was also discussion about the potential run off of the mulch if there is no border around the area. There may need to be work done on the depth of the areas being mulched to ensure the mulch is not higher than the border.</p> <p>Action: The SM will reach out to the gardener for their professional opinion on the mulch depth and border height and have them update their quote accordingly. One more comparative quote will be obtained and presented to the EC for their consideration.</p>
CONCRETING QUOTES	<p>Two quotes were presented for concreting a path along the back of the complex. It was decided it will be too expensive to concrete this area. A mesh overlay or steppingstones were suggested as an alternative.</p> <p>Action: The EC will send the mesh overlay quote to the SM. Options will be discussed further with the EC.</p>
EC MEETINGS	<p>It was discussed that EC meetings should be held quarterly, and before the insurance renewal is due.</p> <p>Action: SM will book tentative meeting dates with the EC.</p>
PARKING	<p>It was raised that there are some unfavourable parking habits at the complex.</p> <p>Action: The SM will send a letter to all owners regarding parking. A default letter will also be given to the EC to place on windshields as required.</p>
UNIT REPAIRS	<p>It was raised that some unit repairs have gone ahead without expenditure approval from the EC.</p> <p>Action: The SM will investigate these invoices in consultation with the EC.</p>
NOTICE BOARD	<p>There was discussion about installing a noticeboard near the bin area.</p> <p>Action: The SM will work with the EC to explore options.</p>

Meeting closed: 6:00 PM

Yours faithfully

Independent Strata Management Pty Limited

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 4551

A2 General meeting

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

26 May, 2022

Tick applicable box, or both boxes if applicable:



Regularly convened

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



Convened after adjournment

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

A3 Reduced quorum decisions

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

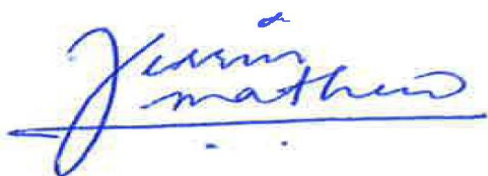
Date of decision	Full text of reduced quorum decision
26 May, 2022	(attached)

A4 Owners corporation declaration

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

26 May, 2022 *[insert date of affixing of seal]*

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A **reduced quorum decision** is a decision of a general meeting of the owner's 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 owner's corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owner's 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 owner's 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 owner's corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

**Minutes of the Annual General Meeting
4551 - Hillside Villas 1
11 Wanderlight Avenue**

Date: May 26, 2022

Commencement: 17:00 PM

Venue: Online – Zoom

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Lot 2 Ms K Sutherland
Lot 10 Mr J Randall (MBC Burnside Pty Ltd)
Lot 15 Mr D Dong

Chairperson: Lot 10 Mr J Randall (MBC Burnside Pty Ltd)

Online Votes: Lot 6 Ms H Chan & Mr Wai Wong
Lot 24 Ms H King
Lot 29 Ms Y Huang
Lot 39 Ms K Mitchell

Proxy Votes: NIL

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Mr J Mathew & Ms B Tibbitts represented Independent Strata Management Pty Ltd.

1. ALTERNATIVE VOTING MECHANISMS

That the Owners Corporation of UP4551 agree to accept online pre-voting as a valid vote as per Schedule 3, section 3.31A of the Unit Titles (Management) Act 2011. **CARRIED**

2. PREVIOUS MINUTES

That the Minutes of the previous Annual General Meeting held on the 14th of April 2021 be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

3. INSURANCE RENEWAL

That the Owners Corporation of UP4551 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee. **CARRIED**

4. FINANCIAL STATEMENTS

That the Owners Corporation of UP4551 accept the financial statements as presented. **CARRIED**

5. BUDGET DEBATE - ADMINISTRATIVE FUND

That the Owners Corporation of UP4551 adopt the proposed Administrative Fund budget of \$64,218.00. **CARRIED**

6. BUDGET DEBATE - SINKING FUND

That the Owners Corporation of UP4551 adopt the proposed Sinking Fund budget of \$24,748.00, in accordance with the Sinking Fund Forecast. **CARRIED**

7. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

That the Owners Corporation of UP4551 agree that the approved budget for the 12 month period starting 1st of March 2022 will be raised in accordance with the unit entitlements on a Quarterly basis, being 1/5/22, 1/8/22, 1/11/22, 1/2/23 **CARRIED**

8. ELECTION OF COMMITTEE

That the Owners Corporation of UP4551 agree to appoint 3 Owners to form the Executive Committee until the next Annual General Meeting. **CARRIED**

The Executive Committee consists of Ms K Sutherland (Lot 2), Mr J Randall (Lot 10) & Ms F Dollie (Lot 11).

9. GENERAL BUSINESS

- | | |
|------------------------|--|
| BIN ENCLOSURE | The outgoing Executive Committee approved Suez to carry out additional bin collection, and A1 Pest Control to carry out pest control in the bin enclosure area. |
| CONVEX MIRROR | The Strata Manager (SM) to organise for the reinstalling of the broken convex mirror at the complex. |
| CONCRETE | SM to organise 3 quotes to replace the gravel pathway with concrete at the back of the complex. |
| LIGHTING | SM to check with Maritex on the lighting options at the back of the complex. |
| Unit 2 DRAINAGE | SM to provide the quote/scope of work from Johns Lyng to the Committee for their consideration to install downpipe without any bends resulting in a different appearance to the rest of the apartment block. |
| GARDENER | SM to enquire who is responsible for the maintenance of the reserve and mitigate the grass/fire hazard at the back of the complex. SM to check with the gardener if they were able to just trim the grass. |

Meeting closed: 17:45 PM

Yours faithfully
Independent Strata Management Pty Limited

Jerrin Mathew
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 4551
Email: teamalfa@independent.com.au
Phone: 02 6209 1469

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 UP4551

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 14th of April 2021

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision

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.

14th of April 2021

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



A handwritten signature in black ink, appearing to be "D. M. ...", written over a horizontal line.

[†] 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 owner's 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 owner's corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owner's 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 owner's 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 owner's corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

**Minutes of the Annual General Meeting
4551 - Hillside Villas 1
11 Wanderlight Avenue**

Date: On 14 Apr 2021 at 05:30 PM
Commencement: 06:00 PM
Venue: Level 2 Boardroom, 91 Northbourne Avenue, Turner, ACT, 2612

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Lot 2 Ms Kylie Sutherland (**Zoom**)
Lot 6 Ms Helen Chan
Lot 10 MBC Burnside Pty Ltd (Mr John Randall) (**Zoom**)
Lot 15 Mr Daoyi Dong (**Zoom**)
Lot 16 Ms Nicole Cady (**Zoom**)

Chairperson: Ms Helen Chan was elected chairperson for this meeting.

Apologies/

Online Votes: Lot 11 Mr Mitchell & Ms Fatima McGee
Lot 24 Ms Harriet King
Lot 29 Ms Yin-fan Huang
Lot 39 Ms Kylie Mitchell

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Mr Josh Dennis & Ms Jaimii Burge representing Independent Strata Management Pty Ltd.

1. ALTERNATIVE VOTING MECHANISMS

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 agree to accept online pre-voting as a valid vote that will also count towards a quorum of the meeting as per Schedule 3, section 3.31A of the Unit Titles (Management) Act 2011.

Passed by Simple Majority

2. PREVIOUS MINUTES

PASSED BY SIMPLE MAJORITY that the Minutes of the previous Annual General Meeting held on the 21st of May 2020 be confirmed as a true and accurate record of the proceedings of the meeting.

Passed by Simple Majority

3. INSURANCE RENEWAL

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

Passed by Simple Majority

4. MAINTENANCE PLAN

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 agree to authorise the managing agent, in conjunction with the executive committee to obtain a Maintenance Plan, to be approved and maintained by the executive committee.

Passed by Simple Majority

5. FINANCIAL STATEMENTS

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 accept the financial statements as presented.

Passed by Simple Majority

6. BUDGET DEBATE - ADMINISTRATIVE FUND

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 adopt the proposed Administrative Fund budget of \$56,653.00 .

Passed by Simple Majority

7. BUDGET DEBATE - SINKING FUND

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 adopt the proposed Sinking Fund budget of \$22,061.00, in accordance with the sinking fund forecast.

Passed by Simple Majority

8. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 agree that the approved budget for the 12 month period starting 1st of March 2021 will be raised in accordance with the unit entitlements on a Quarterly basis being the 1st of April, 1st of August and 1st of November 2021 and 1st of February 2022.

Passed by Simple Majority

9. ELECTION OF COMMITTEE

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Passed by Simple Majority

Lot 10 - MBC Burnside Pty Ltd (Mr John Randall)

Lot 11 - Ms Fatima McGee

Lot 15 - Mr Daoyi Dong

Lot 16 - Ms Nicole Cady

10. STRATA MANAGEMENT AGENCY AGREEMENT

PASSED BY SIMPLE MAJORITY that the Owners Corporation of UP4551 enter into the following arrangements:

Passed by Simple Majority

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

11. GENERAL BUSINESS

- Waste Management-** Strata Manager has received multiple complaints regarding the cleanliness of the bin room. A once-off deep clean has been completed (quarterly deep cleans to be scheduled) and the gardener to continue general tidy ups as part of his scope of works.
Bin allocations have been reviewed, and an extra recycling pick up has been initiated. Strata Manager to investigate the possibility of extra general waste collection.
- Parking-** Owners raised concerns regarding visitors spaces being misused and people from outside the complex using these spaces.
Owners also raised the issue of continued parking on common driveways and non-parking areas.
Strata Manager to draft letter reminding residences of parking rules and revisit the idea of a boom gate with the new committee.
Additional signage for parking and speeds was also discussed. Owners present agreed that current and future signs will simply be ignored.

Meeting closed: 06:10 PM

Yours faithfully

Independent Strata Management Pty Limited

Josh Dennis
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 4551
Email: teambravo@independent.com.au
Phone: 0262091466

Sinking Fund Plan

Hillside Villas 1

11 Wanderlight Avenue, Lawson, ACT 2617

Scheme Number: 4551



COMPILED BY SIMON VINCENT

**On 8 January 2019 for the
15 Years Commencing: 1 November 2018
QIA Job Reference Number: 136453**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 2412,
Tuggeranong DC ACT 2901

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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

11 Wanderlight Avenue, Lawson, ACT 2617

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:	\$1.40

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.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

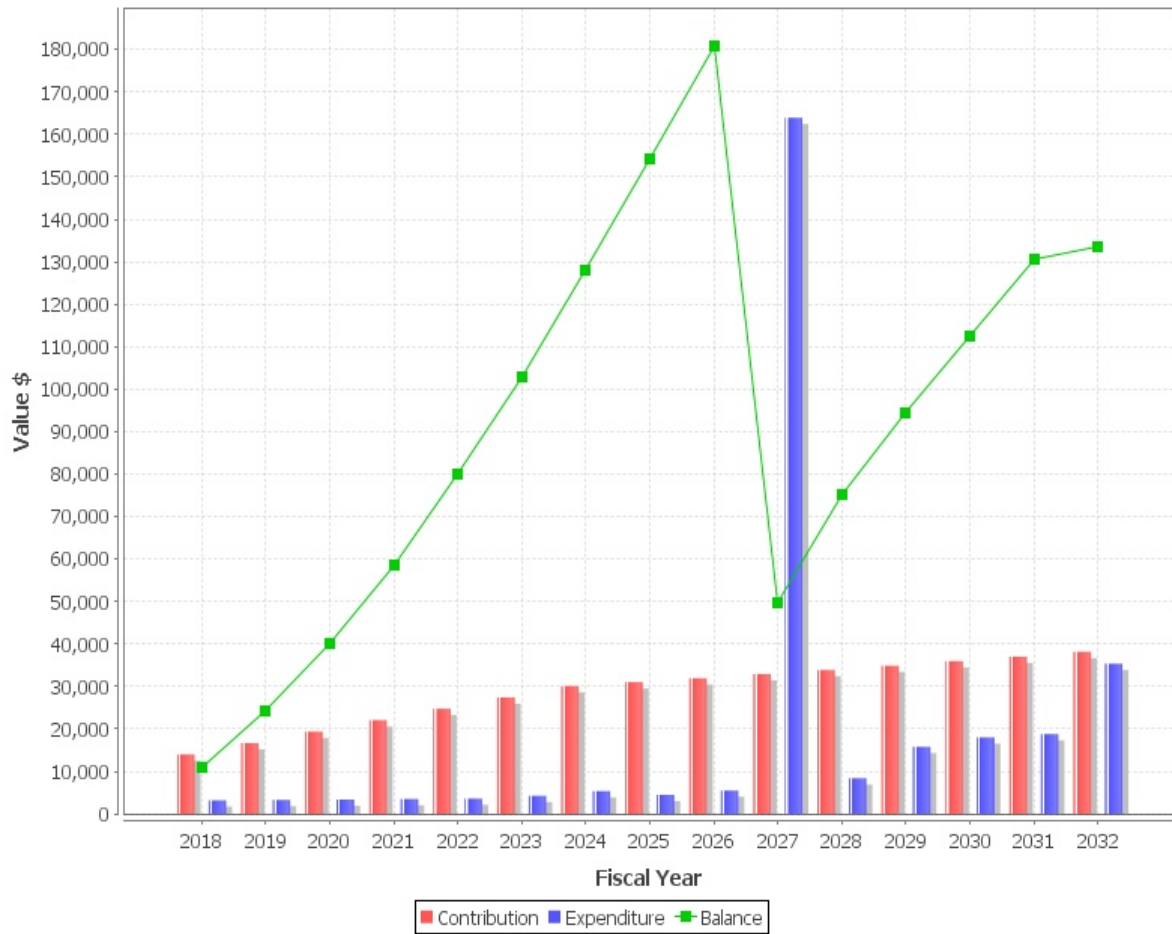
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

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	01/11/2018	\$0	\$14,000	\$1.40	\$3,200	\$10,800
2	01/11/2019	\$10,800	\$16,687	\$1.67	\$3,296	\$24,192
3	01/11/2020	\$24,192	\$19,374	\$1.94	\$3,394	\$40,171
4	01/11/2021	\$40,171	\$22,061	\$2.21	\$3,496	\$58,736
5	01/11/2022	\$58,736	\$24,748	\$2.47	\$3,601	\$79,883
6	01/11/2023	\$79,883	\$27,435	\$2.74	\$4,242	\$103,075
7	01/11/2024	\$103,075	\$30,122	\$3.01	\$5,336	\$127,862
8	01/11/2025	\$127,862	\$31,026	\$3.10	\$4,501	\$154,387
9	01/11/2026	\$154,387	\$31,956	\$3.20	\$5,517	\$180,826
10	01/11/2027	\$180,826	\$32,915	\$3.29	\$163,915	\$49,826
11	01/11/2028	\$49,826	\$33,903	\$3.39	\$8,393	\$75,336
12	01/11/2029	\$75,336	\$34,920	\$3.49	\$15,792	\$94,463
13	01/11/2030	\$94,463	\$35,967	\$3.60	\$18,028	\$112,403
14	01/11/2031	\$112,403	\$37,046	\$3.70	\$18,768	\$130,681
15	01/11/2032	\$130,681	\$38,158	\$3.82	\$35,366	\$133,473

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

November 2018	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,200
<u>Total Forecast Expenditure for year - November 2018 (Inc GST):</u>	<u>\$3,200</u>
Includes GST amount of :	\$291
November 2019	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,296
<u>Total Forecast Expenditure for year - November 2019 (Inc GST):</u>	<u>\$3,296</u>
Includes GST amount of :	\$300
November 2020	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,394
<u>Total Forecast Expenditure for year - November 2020 (Inc GST):</u>	<u>\$3,394</u>
Includes GST amount of :	\$309
November 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,496
<u>Total Forecast Expenditure for year - November 2021 (Inc GST):</u>	<u>\$3,496</u>
Includes GST amount of :	\$318

November 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,601
<u>Total Forecast Expenditure for year - November 2022 (Inc GST):</u>		<u>\$3,601</u>
Includes GST amount of :		\$327
November 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,709
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$533
<u>Total Forecast Expenditure for year - November 2023 (Inc GST):</u>		<u>\$4,242</u>
Includes GST amount of :		\$386
November 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,820
DRIVEWAY		
- Repaint line marking		\$1,515
<u>Total Forecast Expenditure for year - November 2024 (Inc GST):</u>		<u>\$5,336</u>
Includes GST amount of :		\$485
November 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,935

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$566

Total Forecast Expenditure for year - November 2025 (Inc GST): \$4,501

Includes GST amount of : \$409

November 2026

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings 10% of total \$1,464

- Capital Replacement - General \$4,053

Total Forecast Expenditure for year - November 2026 (Inc GST): \$5,517

Includes GST amount of : \$502

November 2027

Expense
Inc GST

SUPERSTRUCTURE

- Repaint buildings \$72,733

- Repaint balcony ceilings \$8,870

- Repaint soffits \$22,175

- Scaffold/access equip allowance \$32,523

- Repaint door faces \$1,996

- Capital Replacement - General \$4,175

EXTERNAL WORKS

- Repaint bin enclosure ceiling \$1,330

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$600

STAIRWELL

- Repaint walls \$14,783

- Repaint ceiling \$4,731

<u>Total Forecast Expenditure for year - November 2027 (Inc GST):</u>	<u>\$163,915</u>
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Includes GST amount of :	\$14,901
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November 2028	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$4,300
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FENCING

- Provision to replace cyclone/mesh fencing in 35 years 20% of total	\$4,093
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<u>Total Forecast Expenditure for year - November 2028 (Inc GST):</u>	<u>\$8,393</u>
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Includes GST amount of :	\$763
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November 2029	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade fixings 10% of total	\$1,600
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- Capital Replacement - General	\$4,429
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EXTERNAL WORKS

- Maintain common pipework	\$2,823
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FENCING

- Provision to replace timber fencing in 20 years 33% of total	\$6,304
--	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$637
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<u>Total Forecast Expenditure for year - November 2029 (Inc GST):</u>	<u>\$15,792</u>
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Includes GST amount of :	\$1,436
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November 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,562
FENCING		
- Provision to replace metal baluster fencing in 28 years 25% of total		\$2,100
- Provision to replace timber sleeper retaining wall in 25 years 33% of total		\$4,904
ROOF		
- Maintain metal roof fixings/flashings		\$6,462
<u>Total Forecast Expenditure for year - November 2030 (Inc GST):</u>		<u>\$18,028</u>
Includes GST amount of :		\$1,639
November 2031		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$4,699
DRIVEWAY		
- Maintain driveway 3% of total		\$9,060
- Repaint line marking		\$1,864
EXTERNAL WORKS		
- Ongoing partial maintenance of pathways 10% of total		\$2,471
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$676
<u>Total Forecast Expenditure for year - November 2031 (Inc GST):</u>		<u>\$18,768</u>
Includes GST amount of :		\$1,706

November 2032	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade fixings 10% of total	\$1,748
- Capital Replacement - General	\$4,840
DRIVEWAY	
- Provision to replace individual garage doors in 35 years 20% of total	\$15,081
EXTERNAL WORKS	
- Provision to replace bin enclosure roller doors in 30 years 25% of total	\$943
FURNITURE & FITTINGS	
- Provision to replace mail boxes in 30 years 25% of total	\$3,509
ROOF	
- Provision to replace guttering in 30 years 25% of total	\$4,233
- Provision to replace down pipes in 30 years 25% of total	\$5,013
<u>Total Forecast Expenditure for year - November 2032 (Inc GST):</u>	<u>\$35,366</u>
Includes GST amount of :	\$3,215

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
SUPERSTRUCTURE																		
- Repaint buildings	\$49,200	2027	10										72733					
- Repaint balcony ceilings	\$6,000	2027	10										8870					
- Repaint soffits	\$15,000	2027	10										22175					
- Scaffold/access equip allowance	\$22,000	2027	10										32523					
- Repaint door faces	\$1,350	2027	10										1996					
- Provision to replace balustrade fixings 10% of total	\$1,020	2026	3									1464			1600			1748
- Capital Replacement - General	\$2,824	2018	0	3200	3296	3394	3496	3601	3709	3820	3935	4053	4175	4300	4429	4562	4699	4840
DRIVEWAY																		
- Maintain driveway 3% of total	\$5,445	2031	4														9060	
- Provision to replace individual garage doors in 35 years 20% of total	\$8,800	2032	5															15081
- Repaint line marking	\$1,120	2024	7							1515								1864
EXTERNAL WORKS																		
- Repaint bin enclosure ceiling	\$900	2027	10										1330					
- Maintain common pipework	\$1,800	2029	4												2823			
- Ongoing partial maintenance of pathways 10% of total	\$1,485	2031	4														2471	
- Provision to replace bin enclosure roller doors in 30 years 25% of total	\$550	2032	5															943
FENCING																		
- Provision to replace cyclone/mesh fencing in 35 years 20% of total	\$2,688	2028	6											4093				
- Provision to replace metal baluster fencing in 28 years 25% of total	\$1,300	2030	5													2100		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
- Provision to replace timber fencing in 20 years 33% of total	\$4,019	2029	4												6304			
- Provision to replace timber sleeper retaining wall in 25 years 33% of total	\$3,036	2030	6													4904		
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 30 years 25% of total	\$2,048	2032	5															3509
- Ongoing partial replacement of exterior lighting	\$406	2023	2						533		566		600		637		676	
ROOF																		
- Provision to replace guttering in 30 years 25% of total	\$2,470	2032	5															4233
- Maintain metal roof fixings/flashings	\$4,000	2030	4													6462		
- Provision to replace down pipes in 30 years 25% of total	\$2,925	2032	5															5013
STAIRWELL																		
- Repaint walls	\$10,000	2027	10										14783					
- Repaint ceiling	\$3,200	2027	10										4731					
Total				3200	3296	3394	3496	3601	4242	5336	4501	5517	163915	8393	15792	18028	18768	35366
Includes GST amount of				291	300	309	318	327	386	485	409	502	14901	763	1436	1639	1706	3215

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
SUPERSTRUCTURE																		
- Repaint buildings	\$49,200	2027	10	6345	12879	19610	26543	33684	41039	48615	56418	64455	72733	8346	16942	25796	34916	44309
- Repaint balcony ceilings	\$6,000	2027	10	774	1571	2392	3237	4108	5005	5929	6880	7860	8870	1018	2066	3146	4258	5404
- Repaint soffits	\$15,000	2027	10	1934	3927	5979	8093	10270	12512	14822	17201	19651	22175	2544	5165	7865	10645	13509
- Scaffold/access equip allowance	\$22,000	2027	10	2837	5759	8769	11869	15062	18351	21738	25228	28821	32523	3732	7576	11535	15613	19813
- Repaint door faces	\$1,350	2027	10	174	353	538	728	924	1126	1334	1548	1769	1996	229	465	708	958	1216
- Provision to replace balustrade fixings 10% of total	\$1,020	2026	3	144	293	445	603	765	932	1104	1281	1464	518	1051	1600	566	1148	1748
- Capital Replacement - General	\$2,824	2018	0	3200	3296	3394	3496	3601	3709	3820	3935	4053	4175	4300	4429	4562	4699	4840
DRIVEWAY																		
- Maintain driveway 3% of total	\$5,445	2031	4	530	1076	1639	2218	2815	3430	4063	4715	5387	6079	6791	7525	8281	9060	2404
- Provision to replace individual garage doors in 35 years 20% of total	\$8,800	2032	5	811	1646	2506	3392	4305	5245	6213	7210	8238	9296	10385	11508	12664	13855	15081
- Repaint line marking	\$1,120	2024	7	198	401	611	827	1050	1279	1515	243	494	752	1018	1292	1574	1864	336
EXTERNAL WORKS																		
- Repaint bin enclosure ceiling	\$900	2027	10	116	236	359	485	616	750	889	1032	1179	1330	153	310	472	638	810
- Maintain common pipework	\$1,800	2029	4	199	404	615	832	1056	1287	1524	1769	2021	2280	2548	2823	756	1535	2337
- Ongoing partial maintenance of pathways 10% of total	\$1,485	2031	4	145	294	447	605	768	935	1108	1286	1469	1658	1852	2052	2259	2471	656
- Provision to replace bin enclosure roller doors in 30 years 25% of total	\$550	2032	5	51	103	157	212	269	328	389	451	515	581	649	720	792	866	943
FENCING																		
- Provision to replace cyclone/mesh fencing in 35 years 20% of total	\$2,688	2028	6	320	649	988	1337	1697	2067	2449	2842	3247	3664	4093	749	1520	2315	3133
- Provision to replace metal baluster fencing in 28 years 25% of total	\$1,300	2030	5	134	273	416	563	714	870	1030	1196	1366	1541	1722	1908	2100	452	918
- Provision to replace timber fencing in 20 years 33% of total	\$4,019	2029	4	444	902	1373	1858	2358	2873	3404	3950	4513	5092	5689	6304	1688	3427	5218

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
- Provision to replace timber sleeper retaining wall in 25 years 33% of total	\$3,036	2030	6	314	637	971	1314	1667	2031	2406	2792	3190	3600	4022	4456	4904	889	1805
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 30 years 25% of total	\$2,048	2032	5	189	383	583	789	1002	1220	1446	1678	1917	2163	2416	2678	2947	3224	3509
- Ongoing partial replacement of exterior lighting	\$406	2023	2	82	167	255	345	437	533	279	566	296	600	314	637	333	676	
ROOF																		
- Provision to replace guttering in 30 years 25% of total	\$2,470	2032	5	228	462	703	952	1208	1472	1744	2024	2312	2609	2915	3230	3555	3889	4233
- Maintain metal roof fixings/flashings	\$4,000	2030	4	414	840	1279	1731	2197	2676	3170	3679	4203	4743	5299	5872	6462	1723	3497
- Provision to replace down pipes in 30 years 25% of total	\$2,925	2032	5	270	547	833	1128	1431	1743	2065	2397	2738	3090	3452	3825	4209	4605	5013
STAIRWELL																		
- Repaint walls	\$10,000	2027	10	1290	2618	3986	5395	6846	8341	9881	11467	13100	14783	1696	3444	5243	7097	9006
- Repaint ceiling	\$3,200	2027	10	413	838	1276	1727	2191	2669	3162	3670	4193	4731	543	1102	1678	2271	2882
TOTAL ACCRUALS				18356	37258	56730	76783	97440	118181	138764	160957	182934	47666	68384	82885	97587	114324	117253

* 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 repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul 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 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. 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.

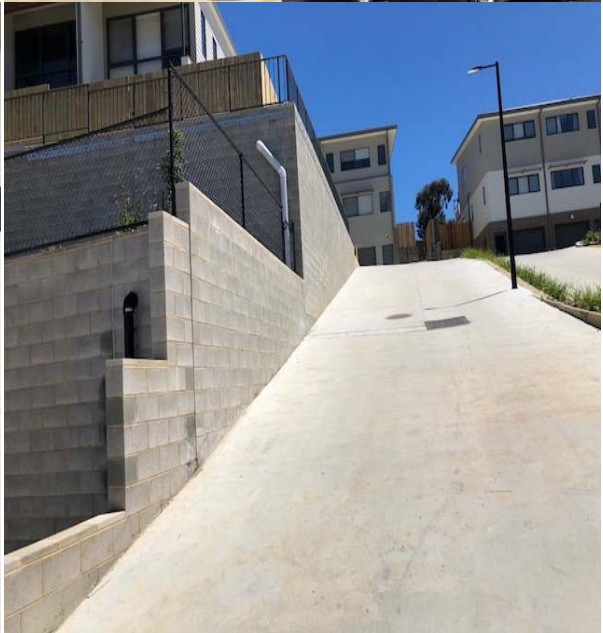
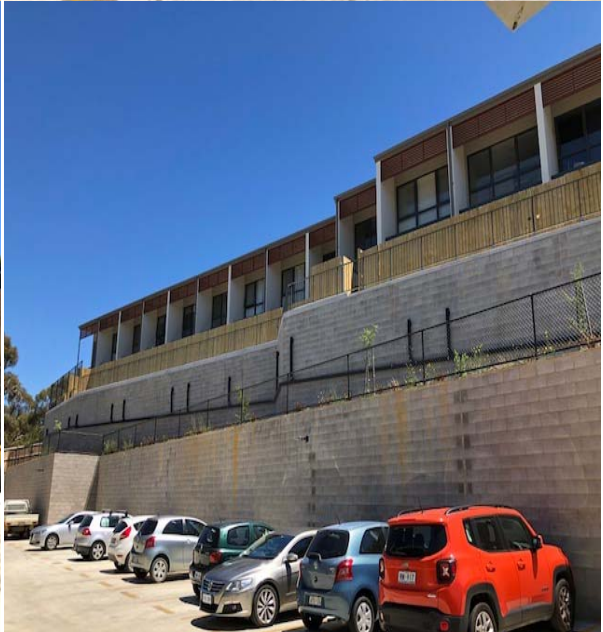
This sinking fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, 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 does not consider or make recommendations as to the condition of 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 retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.



Insurance Valuation Report

For

Hillside Villas 1

11 Wanderlight Avenue Lawson ACT 2617

Scheme Number: 4551



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 176629

2 August 2023

Professional Indemnity Insurance Policy Number 1411189338 PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report	
We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at 11 Wanderlight Avenue Lawson ACT 2617 .	
1.2 Property Address	
The property is situated at 11 Wanderlight Avenue Lawson ACT 2617.	
1.3 Description of Building	
The property is located on a steeply sloping site and comprises forty double and three storey residential houses arranged into five blocks and each with a single or double integral lock up garage at ground level. Common property includes driveway, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration of the scheme is 2018.	
1.4 Client	
The Proprietors Hillside Villas 1.	
1.5 Replacement Value	
Recommended Insured Value:	\$ 18,950,000 (Inc GST)
1.6 Inspector Details	
Inspector Number	101
 <hr style="width: 50%; margin: 0 auto;"/> Signed for and on behalf of QIA Group Pty Ltd	



SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

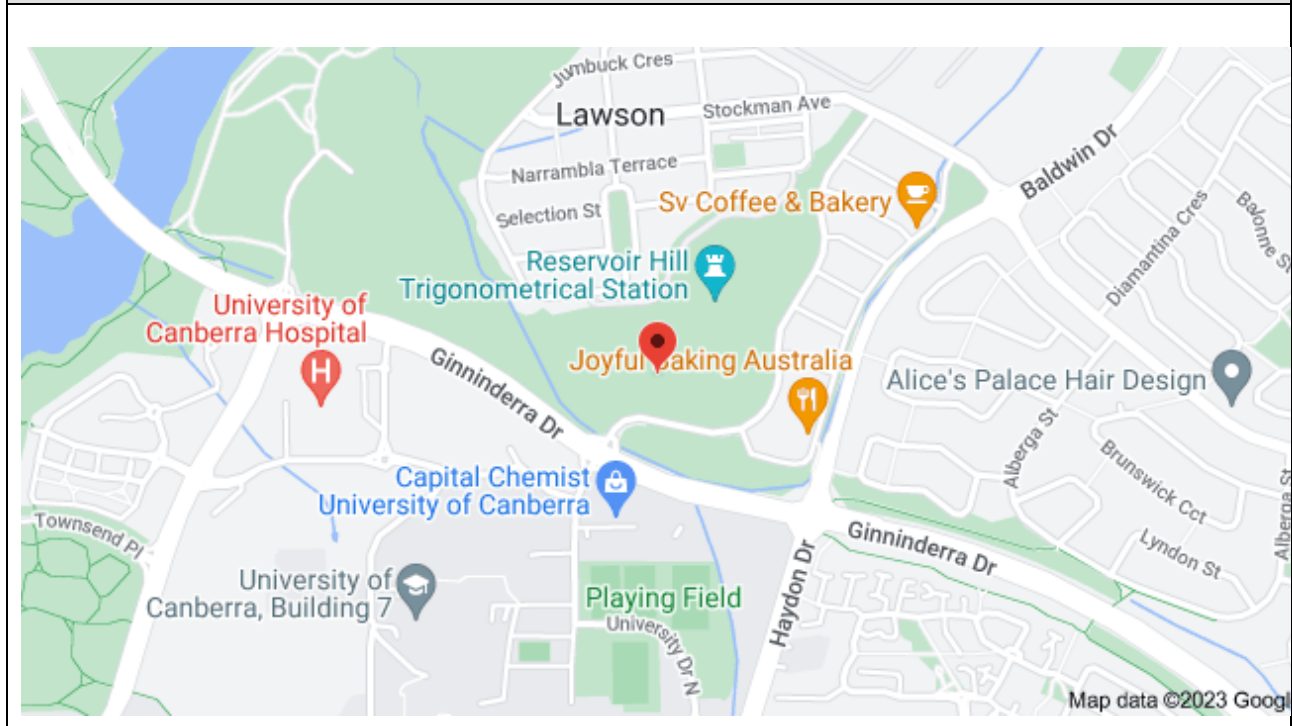
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation	
Replacement Building and Improvements Cost:	\$ 13,970,000
Allowance for Cost Escalation:	
Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 8% over the period	\$ 1,680,000
Progressive Subtotal:	\$ 15,650,000
Professional Fees:	\$ 1,250,000
Progressive Subtotal:	\$ 16,900,000
Removal of Debris:	\$ 700,000
Progressive Subtotal:	\$ 17,600,000
Cost Escalation:	\$ 1,350,000
Progressive Subtotal:	\$ 18,950,000
Recommended Insured Value:	\$ 18,950,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and Timber framed first floor.

3.4.1.2 WALL STRUCTURE

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

EXTERNAL WALL FINISHES: Combination of rendered & painted, painted weatherboarding and profiled steel sheeting.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/Steel framed pitched.

ROOFING: Powder coated metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS



Civium Strata

Statement of Financial Affairs

Prepared for Owners of Unit Title 4551

"Hillside Villas 1"

11 Wanderlight Avenue LAWSON ACT 2617

For the Financial Period 01/03/25 to 07/04/26

Balance Sheet - U/Plan 4551
"HILLSIDE VILLAS 1"
11 WANDERLIGHT AVENUE, LAWSON, ACT 2617
For the Financial Period 01/03/2025 to 07/04/2026

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
Proprietors of Unit Plan 4551	\$66,526.60	\$123,025.07	\$189,551.67
<i>Macquarie Bank BSB: 182-266 Acc No: 305103343</i>			
Levies Receivable	\$0.00	\$14.94	\$14.94
Prepaid Expenses	\$995.07	\$0.00	\$995.07
	<hr/>		
Total Assets	\$67,521.67	\$123,040.01	\$190,561.68
Liabilities			
Accounts Payable (GST Free)	\$2,807.75	\$0.00	\$2,807.75
Paid in Advance	\$17,954.36	\$3,294.26	\$21,248.62
	<hr/>		
Total Liabilities	\$20,762.11	\$3,294.26	\$24,056.37
	<hr/>		
Net Assets	\$46,759.56	\$119,745.75	\$166,505.31
Owners Funds			
Opening Balance	\$35,732.97	\$123,914.05	\$159,647.02
Net Income For The Period	\$11,026.59	\$(4,168.30)	\$6,858.29
	<hr/>		
Total Owners Funds	\$46,759.56	\$119,745.75	\$166,505.31

Income and Expenditure Statement - U/Plan 4551
"HILLSIDE VILLAS 1"
11 WANDERLIGHT AVENUE, LAWSON, ACT 2617
For the Financial Period 01/03/2025 to 07/04/2026

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$241.49	\$0.00	\$243.50
Levy Income	\$114,789.42	\$153,052.50	\$86,221.04
Total Administrative Fund Income	\$115,030.91	\$153,052.50	\$86,464.54
Expenses			
Arrears Recovery Costs	\$0.00	\$0.00	\$(165.00)
Building Repairs & Maintenance	\$3,625.25	\$1,000.00	\$297.00
Civium Disbursements	\$(805.00)	\$0.00	\$1,223.00
Electricity - Utility	\$765.81	\$13,000.00	\$1,050.92
Engineering & Building Report	\$0.00	\$25,000.00	\$0.00
Gardens & Grounds	\$6,585.55	\$6,000.00	\$5,524.20
Insurance Charges	\$185.00	\$0.00	\$0.00
Insurance Claims	\$2,000.00	\$2,000.00	\$0.00
Insurance Premiums	\$31,806.25	\$36,500.00	\$27,526.91
Legal expense	\$0.00	\$20,000.00	\$0.00
Management Fee	\$24,538.75	\$21,105.00	\$20,100.00
Pest Control	\$0.00	\$1,300.00	\$0.00
Plumbing & Drainage	\$0.00	\$0.00	\$0.00
Roller Door Maintenance	\$5,301.00	\$500.00	\$0.00
Rubbish Bin Cleaning & Repair	\$3,920.40	\$3,600.00	\$3,310.11
Sinking Fund Forecast Report	\$0.00	\$800.00	\$0.00
Tax Agent Fees - Income Tax	\$137.50	\$115.50	\$132.00
Taxation Reporting (Civium)	\$132.00	\$132.00	\$132.00
Waste collection	\$13,772.81	\$11,000.00	\$10,550.90
Water - Utility	\$12,039.00	\$11,000.00	\$9,527.66
Total Administrative Fund Expenses	\$104,004.32	\$153,052.50	\$79,209.70
Administrative Fund Surplus/Deficit	\$11,026.59	\$0.00	\$7,254.84
Opening Balance for the period	\$35,732.97	\$0.00	\$28,478.13
Closing Balance for the period	\$46,759.56	\$0.00	\$35,732.97

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300

Ph: 1300 724 256 Email: levies@civium.com.au

Printed: 07/04/2026 12:26 pm User: Rebekah Morton

Page 4

Income and Expenditure Statement - U/Plan 4551
"HILLSIDE VILLAS 1"
11 WANDERLIGHT AVENUE, LAWSON, ACT 2617
For the Financial Period 01/03/2025 to 07/04/2026

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$62.11	\$0.00	\$95.37
Levy Income	\$23,269.59	\$31,026.00	\$30,122.28
Total Sinking Fund Income	\$23,331.70	\$31,026.00	\$30,217.65
Expenses			
Building Repairs & Maintenance	\$27,500.00	\$3,935.00	\$0.00
Electrical Replacement/Upgrade	\$0.00	\$566.00	\$0.00
Total Sinking Fund Expenses	\$27,500.00	\$4,501.00	\$0.00
Sinking Fund Surplus/Deficit	\$(4,168.30)	\$26,525.00	\$30,217.65
Opening Balance for the period	\$123,914.05	\$0.00	\$93,696.40
Closing Balance for the period	\$119,745.75	\$26,525.00	\$123,914.05

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 14/05/2025

Reference No: DOC0001024824

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Unit Plan 4551

Type of Insurance: Residential Strata

Policy Number: 06S2140018

Period of Insurance: From 4:00PM 16/05/2025
To 4:00PM 16/05/2026

OVERVIEW

Insured:	Unit Plan 4551
Situation:	11 WANDERLIGHT AVENUE, LAWSON ACT 2617
Section 1:	Building including common contents \$19,400,000
	Loss of Rent/Temporary Accommodation (15%) \$2,910,000
	Catastrophe or Emergency (15%) \$2,910,000
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Not included
	Flood Not included
Section 2:	Glass Automatically Included
Section 3:	Theft Automatically Included
Section 4:	Liability \$ 20,000,000
Section 5:	Fidelity Guarantee \$100,000
Section 6:	Office Bearers Liability \$ 1,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit) \$2,000/\$200,000
Section 8:	Government Audit Costs \$25,000
Section 9:	Legal Expenses \$50,000
Section 10:	Workplace, Health and Safety Breaches \$100,000
Section 11:	Machinery Breakdown Not Insured
Section 12:	Lot Owners Improvements (Per Lot) \$250,000

CERTIFICATE OF CURRENCY



Policy Number: 06S2140018

Insured: Unit Plan 4551

EXCESSES

Section 1 - Building including Common Contents

\$2,000.00 all other claims + as per policy wording

\$10,000.00 all impact claims

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★★★★ **5 STARS**
in Climate: 24 **SCORE: 10 POINTS**

Name: Jangchub Lhamo **Ref No:** 46386

House Title: Unit 30, Block 1, Section 21 **Date:** 25-03-2026

Address: Unit 30 of 11 Wanderlight Avenue
Lawson 2617

Reference: C:\REPORTS\...\WANDERLIGHT AVENUE LAWSON 30 OF 11

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	10											
Potential	37											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

Change glass to Double Glazing	100 %	10
Change curtain to	Heavy Drapes & Pelmets	16

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 30, Block 1, Section 21, Unit 30 of 11 Wanderlight Avenue, Lawson

Assessor's Name: Lindsay Collison

			Points			
Feature			Winter	Summer	Total	
CEILING			10	1	11	
Surface Area:	5	Insulation:	6			
WALL			9	-2	7	
Surface Area:	3	Insulation:	6	Mass:	-1	
FLOOR			7	0	7	
Surface Area:	5	Insulation:	-5	Mass:	8	
AIR LEAKAGE (Percentage of score shown for each element)			1	0	1	
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	25 %			
Exhaust Fans	32 %	Doors	33 %			
Down Lights	0 %	Gaps (around frames)	10 %			
DESIGN FEATURES			0	1	1	
Cross Ventilation	1					
ROOF GLAZING			0	0	0	
Winter Gain	0	Winter Loss	0			
WINDOWS			-29	-13	-42	
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	5	9%	-19	20	-5	-5
S	11	18%	-41	12	-8	-37
Total	17	27%	-60	32	-13	-42

* 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 1 point

		Winter	Summer	Total
RATING	★★★★★	-2	-14	10*
SCORE				

* includes 26 points from Area Adjustment

Detailed House Data

House Details

ClientName Jangchub Lhamo
HouseTitle Unit 30, Block 1, Section 21
StreetAddress Unit 30 of 11 Wanderlight Avenue
Suburb Lawson
Postcode 2617
AssessorName Lindsay Collison
FileCreated 25-03-2026
Comments

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	9.4m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	15.8m ²
3	Timber	NA	Yes	No	No	Float Timb	R0.0	22.5m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0	3.8m ²
5	Timber	Enclosed	No	No	No	Float Timb	R0.5	12.9m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	3.5m	2.7m
2	Framed: FC Sheet Clad	No	R2.5	3.5m	2.7m
3	Brick Cavity	Yes	R0.0	12.8m	2.7m
4	Framed: FC Sheet Clad	No	R2.0	3.5m	2.6m
5	Framed: Metal Clad	No	R2.0	3.5m	2.6m
6	Framed: FC Sheet Clad	Yes	R2.0	22.5m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R4.0	38.1m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	S	2.4m	2.0m	No	SG	ALSTD	HD	No	2.4m	2.4m	3.3m
2	S	2.0m	3.3m	No	SG	ALSTD	HD	No	2.4m	2.4m	0.6m
3	N	2.0m	2.7m	No	SG	ALSTD	HD	No	0.6m	0.6m	1.8m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	S	2.4m	2.0m	0.0m	0.0m	0.0m	0.0m	2.4m	0.1m	1.4m	1.2m
2	S	2.0m	3.3m	0.0m	0.0m	0.0m	0.0m	2.4m	0.1m	1.4m	1.2m
3	N	2.0m	2.7m	9.0m	20.0m	24.6m	-11.0m	0.3m	4.5m	0.3m	0.1m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	1
External Doors	0	1
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Rater Comments

House Details

ClientName	Jangchub Lhamo
HouseTitle	Unit 30, Block 1, Section 21
StreetAddress	Unit 30 of 11 Wanderlight Avenue
Suburb	Lawson
Postcode	2617
AssessorName	Lindsay Collison
FileCreated	25-03-2026

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Certificate of Currency

- Policy Number** BP20200022
- Item 1 **The Insured:** Residential Reports Pty Ltd
- Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605
- Item 3 **Professional Services covered by this policy:**
Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)
- Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)
- Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026
- Item 6 **Particulars of Risk:**
Civil Liability Professional Indemnity
- | | | |
|-----------------------------|-------------|------------------------------------|
| 6.1 The Policy Limit is | \$5,000,000 | which includes all policy sections |
| 6.2 The Policy Excess is | \$20,000 | |
| 6.3 The Retroactive Date is | 20/07/2020 | |
- Public Liability**
- | | |
|-----------------|--------------|
| 6.4 Sum Insured | \$20,000,000 |
| 6.5 Excess | \$2,500 |

Date and Place of Issue 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



Tax Invoice

Inspection Number 46386

Please ensure this number is used when making payment

23 March 2026

Jangchub Lhamo


For the Property at: 30/11 Wanderlight Avenue Lawson ACT 2617

NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
TOTAL INC GST	\$451.00

Thank you for your business

We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46386
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 46386 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 info@residentialreports.com.au

Member- Master Builders Association & The Australian Environmental Pest Managers Association

If a home was built before 1990 it may contain dangerous asbestos material

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



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

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

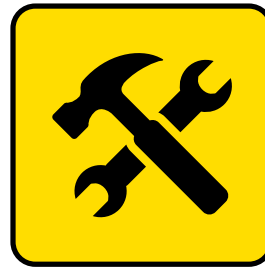
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



Manage asbestos safely

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

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