

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

Land	The unexpired term of the Lease	Unit 3	UP No. 15860	Block 32	Section 37	Division/District KALEEN
	and known as 3/8 Powlett Street, Kaleen ACT 2617					
Seller	Full name	Brian Charles Grening & Cassandra Jeanette Grening				
	ACN/ABN					
	Address	3/8 Powlett Street, Kaleen, ACT 2617				
Seller Solicitor	Firm	O'Connor Harris & Co Pty Limited				
	Email	enricaw@oconnorharris.com.au			Ref: Enrica Wong	
	Phone	(02) 6247 6077				
	DX/Address	GPO Box 1483, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	steph@hiveproperty.co			Ref: Steph Hunt	
	Phone	0403 524 615				
	DX/Address	PO Box 819, Dickson ACT 2602				
Restriction on Transfer	<i>Mark as applicable</i>	<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	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	<i>Mark one</i>	<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				
Goods	Description	Fixed floor coverings, window treatments, light fittings, as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date hereof						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax						
New residential premises? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Potential residential land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Buyer required to make a withholding payment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)						
Foreign Resident Withholding Tax						
Relevant Price more than \$750,000.00? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Clearance Certificates attached for all the Sellers? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

SPECIAL CONDITIONS

A. CONDITIONS OF SALE BY AUCTION

1. The auctioneer may make 1 bid for the seller of the property at any time during the auction.
2. Each person bidding must be entered on the bidders record.
3. The auctioneer may refuse any bid.
4. The auctioneer may decide the amount by which the bidding is to be advanced.
5. The auctioneer may withdraw the property from sale at any time.
6. The auctioneer may refer a bid to the seller at any time before the end of the auction.
7. If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
8. If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
9. The sale is subject to a reserve price unless the auctioneer announces otherwise.
10. The highest recorded bidder will be the buyer, subject to any reserve price.
11. If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.
12. The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

1. ELECTRONIC SIGNATURE AND EXCHANGE CONDITION

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

2. AMENDMENTS TO THE STANDARD TERMS

The ACT Law Society Printed Terms are amended as follows:

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

3. SPECIAL CONDITIONS ESSENTIAL AND PREVAILING

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

4. CONDITION OF PROPERTY

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

5. AGENT'S COMMISSION

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

6. TERMINATION ON INCAPACITY OF A PARTY

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

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

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

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

7. ADJUSTMENTS

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

8. COMMUNITY TITLE CERTIFICATE

If the Property is:

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

then

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

9. KEYS ON COMPLETION

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

10. ASBESTOS

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

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

11. ENTIRE AGREEMENT

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

12. RELIANCE AND REPRESENTATIONS

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

13. FIRB APPROVAL

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

14. ENERGY EFFICIENCY RATING

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

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

15. RELEASE OF DEPOSIT

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

16. DEPOSIT BOND

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

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

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

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

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

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

17. DEFT AUCTION PAY

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

18. DIRECTOR'S GUARANTEE AND INDEMNITY

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

SCHEDULE 1 – GUARANTEE AND INDEMNITY

- (a) In consideration of the Seller entering into this Contract at the Guarantor’s request, the Guarantor guarantees to the Seller:
 - (i) payment of all money payable by the Buyer under this Contract; and
 - (ii) the performance of all of the Buyer’s other obligations under this Contract.
- (a) The Guarantor:
 - (i) indemnifies the Seller against any claim, action, Loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
 - (ii) must pay on demand any money due to the Seller under this indemnity.
- (b) The Guarantor is jointly and separately liable with the Buyer to the Seller for:
 - (i) the performance by the Buyer of its obligations under this Contract; and
 - (ii) any damage incurred by the Seller as a result of the Buyer’s failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
- (c) The Guarantor must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller’s exercise or attempted exercise of any right under this clause.
- (d) If the Seller assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor’s obligations under this clause.
- (e) The Guarantor’s obligations under this clause are not released, discharged or otherwise affected by:
 - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
 - (v) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the Buyer.
- (f) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (g) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (h) This clause operates as a deed between the Seller and the Guarantor.

EXECUTED BY

)
)
)

Name of Guarantor

Signature of Guarantor

in the presence of:

Name of Witness

Signature of Witness

EXECUTED BY

)
)
)

Name of Guarantor

Signature of Guarantor

in the presence of:

Name of Witness

Signature of Witness

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

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

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

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

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

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

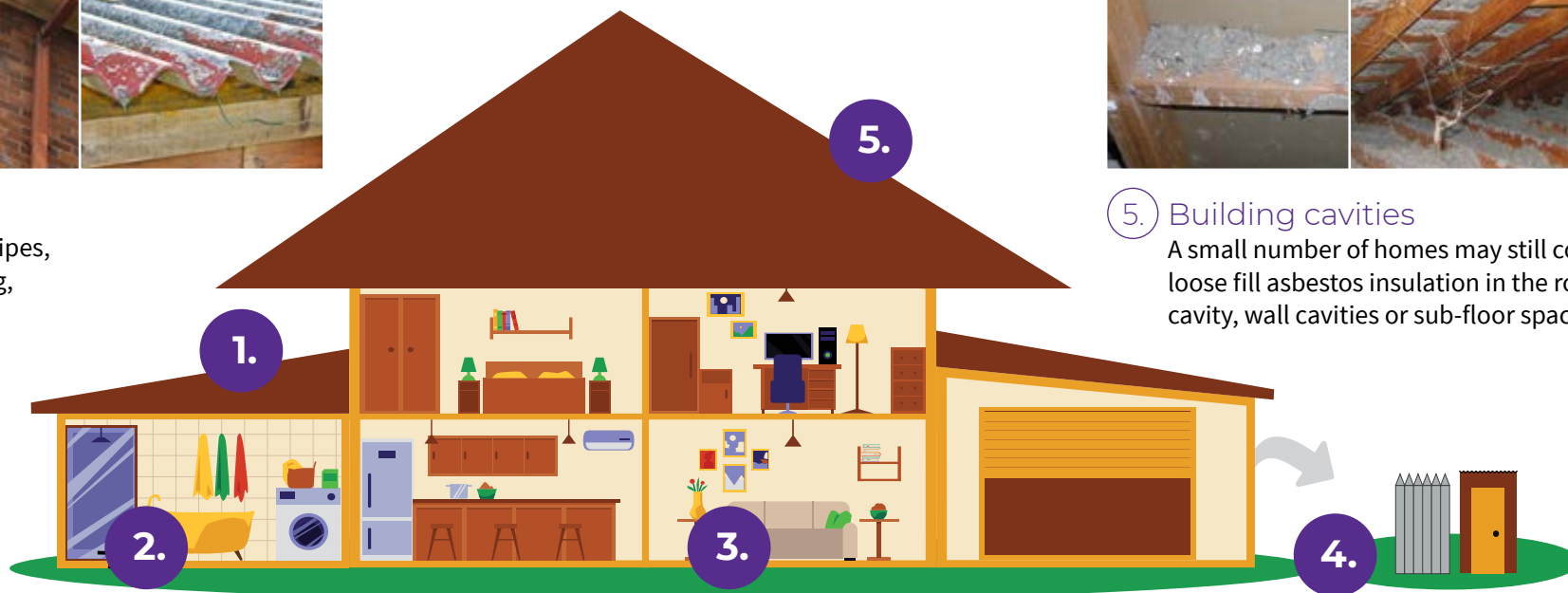
Unit 3 UP No. 15860
Block 32 Section 37 Kaleen

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.

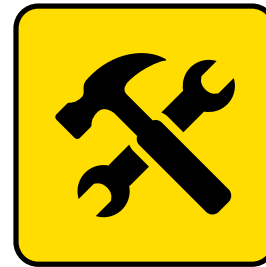
Asbestos materials become dangerous when:



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.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Kaleen Section 37 Block 32 on Deposited Plan 13092 with 9 units on Unit Plan 15860

Unit 3 (Class B) entitlement 11 of 100, 0 subsidiaries

Lease commenced on 26/05/2023, terminating on 13/02/2075

Proprietor

CASSANDRA JEANETTE GRENING

3/8 12 POWLETT STREET KALEEN, CANBERRA ACT 2617

BRIAN CHARLES GRENING

3/8 12 POWLETT STREET KALEEN, CANBERRA ACT 2617

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
22/06/2023	3251314	Mortgage to ING BANK (AUSTRALIA) LIMITED (ACN: 000 893 292)

End of interests

LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.1..... of .14.....	
SITE PLAN	
LAND DETAILS	
Block	32
Section	37
Division	KALEEN
Deposited Plan Number	13092
Volume/Folio	3002 : 914
Class of Units (A or B)	B

POWLETT DEVELOPMENTS PTY LTD
ACN: 630 548 524

[Signature]
(director & secretary)

Signature of Lessee

Lyn Tankey

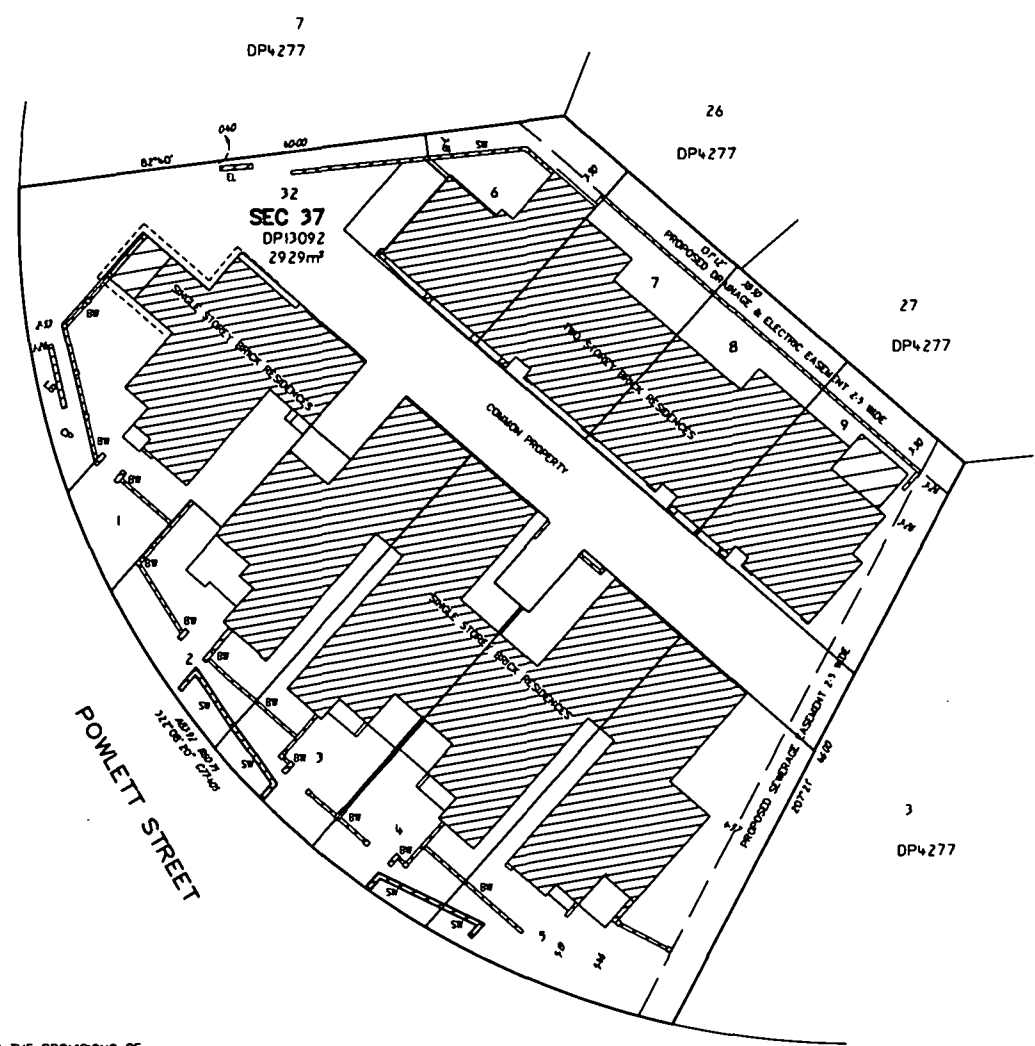
Lyn Tankey, 19th May 2023
Delegate of the
ACT Planning and Land Authority

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

[Signature]
David Pryor
Registrar-General

26/05/2023

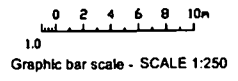
UNITS PLAN No.
15860



- CP - DENOTES COMMON PROPERTY
- E - DENOTES EAVE AND GUTTER OVERHANG
- SW - DENOTES STONE WALL
- BSW - DENOTES BRICK SCREEN WALL
- EL - DENOTES ELECTRICITY BOX
- LB - DENOTES BRICK LETTER BOX

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

Form 1
Form 088 - SP



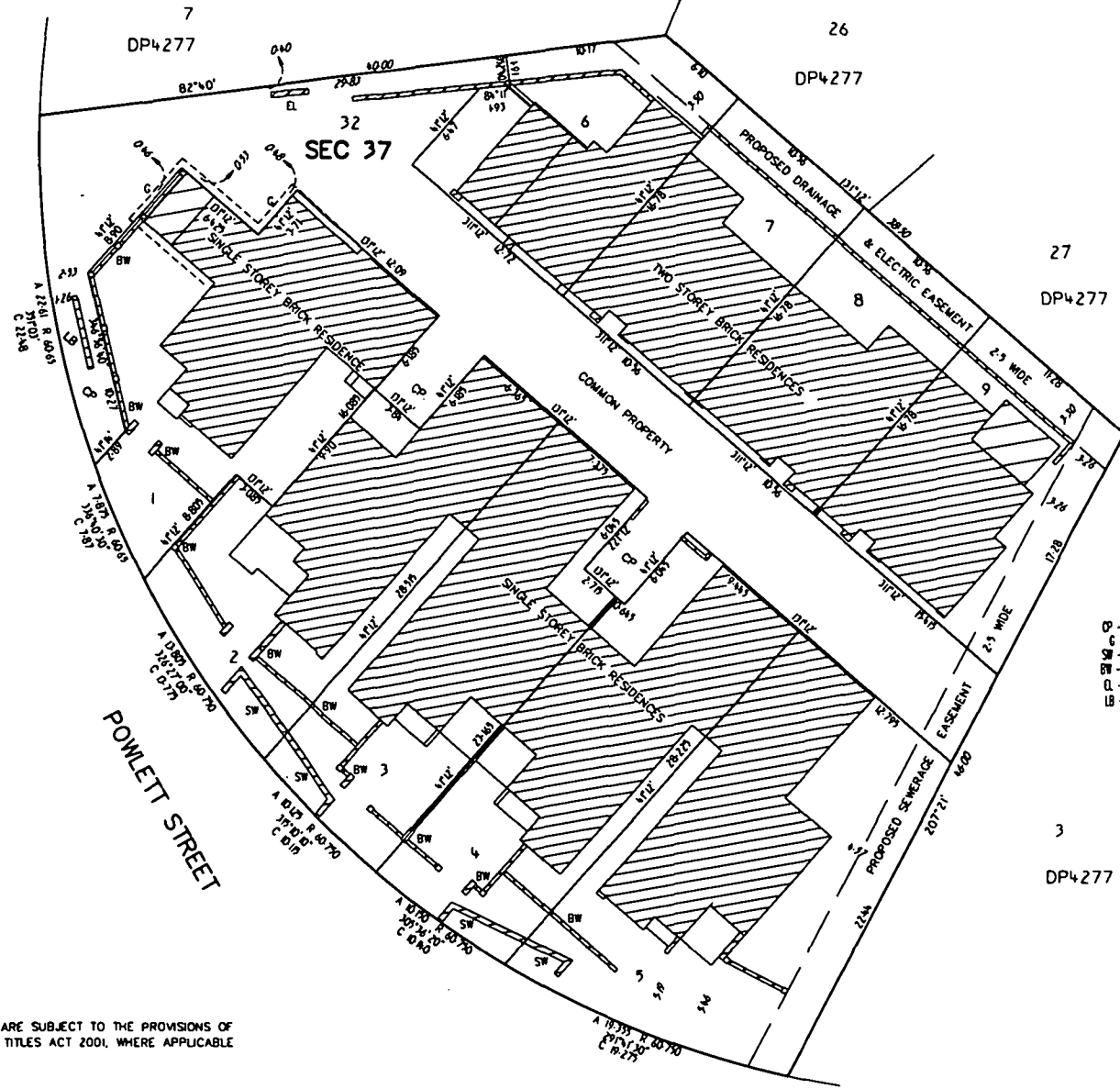
Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SURVEYORS DECLARATION
I, Andrew Blair Spain of PO Box 3977 Weston Creek ACT 2611
A surveyor registered under the Surveyors Act 2007, hereby certify that:
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 28 APRIL, 2023
2. The survey is in accordance with the following Acts:
• Unit Titles Act 2001;
• Land Titles (Unit Titles) Act 1970;
• Land Titles Act 1929; and,
• any other Regulation made under those Acts
and in accordance with the Surveyors Practice Directions.

[Signature]
Signature of Registered Surveyor
28 APRIL 2023
Date

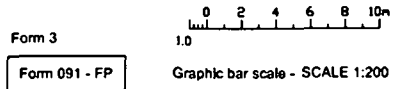
CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY - 3(d)(c) CANNOT APPLY IF AN ENCRICHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCRICHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.
OR
- All units and any subsidiaries shown in the diagrams are wholly within the parcel;
- The diagrams clearly indicate the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
- The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted, and registered upon registration of this proposed plan, pertaining to the parcel.
2/23 CHALLIS STREET DICKSON ACT 2002
Address for Service of Notice
VANTAGE STRATA
Name of Manager / Owners Corporation

LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.3.... of ...14.....	
FLOOR PLAN	
Block	32
Section	37
Division	KALEEN
FLOOR NUMBER	GROUND



- CP - DENOTES COMMON PROPERTY
- G - DENOTES GAVE AND CLITTER OVERHANG
- SM - DENOTES STONE WALL
- BW - DENOTES BRICK SCREEN WALL
- EL - DENOTES ELECTRICITY BOX
- LB - DENOTES BRICK LETTER BOX

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



UNITS PLAN No.
15860

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO:15860

Block 32 Section 37 Division of KALEEN

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

1. The term of the lease of each of the units expires on the thirteenth day of February Two thousand and seventy five.
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. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a 'proposed services easement' on the Deposited Plan a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Reservation;
- (e) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Reservation, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. Each Lessee of each of the Units Nos. 1 - 9 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) to use the unit as a single dwelling only;
- (c) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (e) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if

after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (f) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (g) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (h) the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (i) 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;
- (j) 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.

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

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

(b) that if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or 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) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
 - (d) "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;
 - (e) "dwelling" has the same meaning as in the Planning and Development Regulation 2008;
 - (f) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
 - (g) "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;
 - (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
 - (i) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
 - (j) "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;

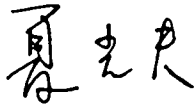
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the.....Nineteenth..... day of.....May..... 2023.

Lyn Tankey

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

LESSEE: **POWLETT DEVELOPMENTS PTY LTD ACN 630 548 524**



(director/secretary)

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 15860

Block 32 Section 37 Division of KALEEN

**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 thirteenth day of February Two thousand and seventy five.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a 'proposed services easement' on the Deposited Plan a reservation ("Reservation") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Reservation;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Reservation, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners – Units Plan No. 15860 ("the Owners Corporation") covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
- (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
- (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access

drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;

- (e) except where necessary for compliance with Clause 4(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (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) the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (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;

(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.

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

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

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) "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. _____';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

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

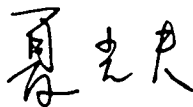
DATED the.....Nineteenth..... day of.....May..... 2023.

Lyn Tankey

Lyn Tankey

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

LESSEE: **POWLETT DEVELOPMENTS PTY LTD ACN 630 548 524**



(director/secretary)

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Kaleen Section 37 Block 32 on Deposited Plan 13092 with 9 units on Unit Plan 15860

Lease commenced on 26/05/2023, terminating on 13/02/2075

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,860

Vantage Strata, 2/23 Challis Street Dickson ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

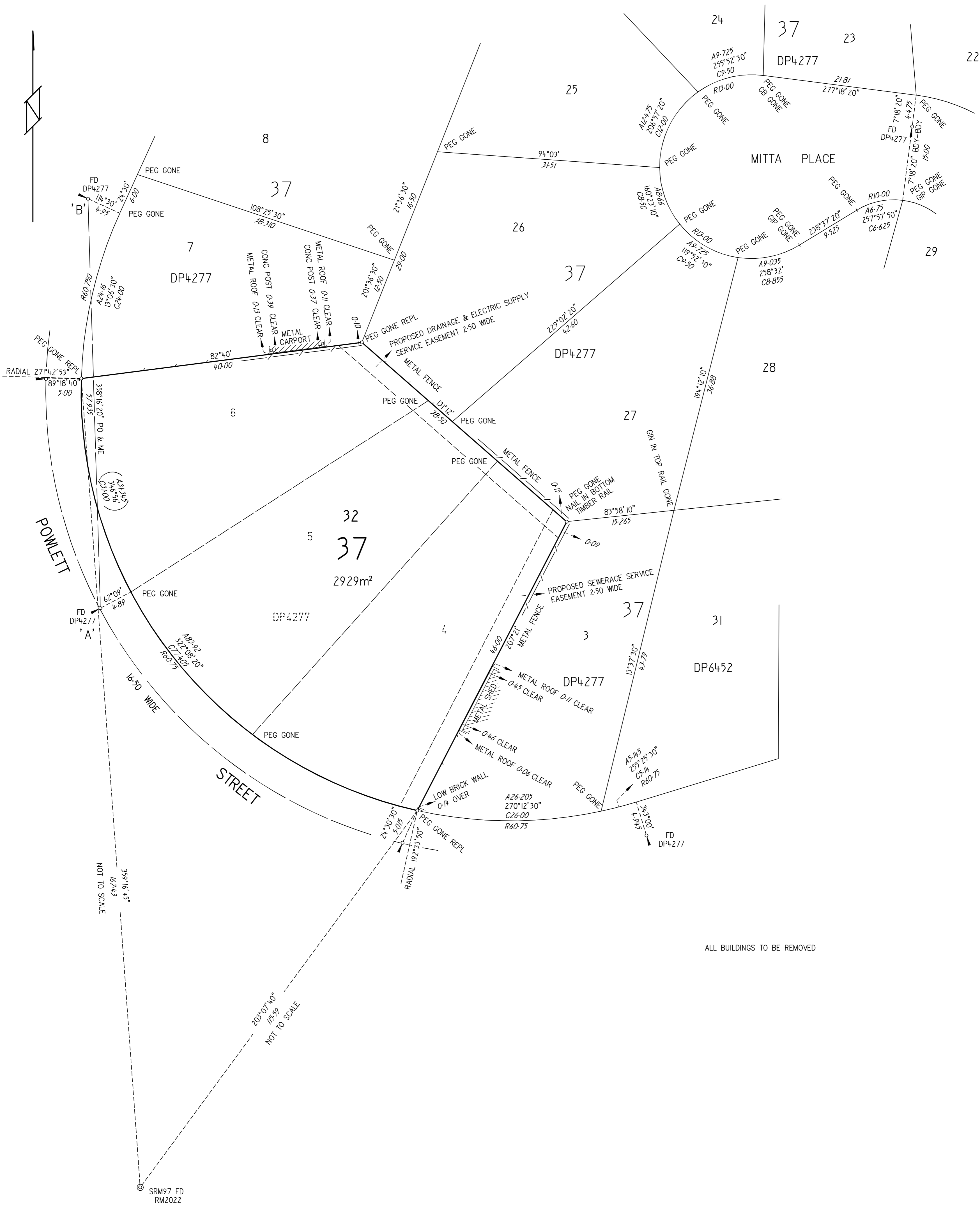
Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
05/09/2025	3403499	Application to Note Special Resolution - Refer Instrument

End of interests



ALL BUILDINGS TO BE REMOVED

- REFERENCE MARKS
- ⊙ Denotes GIP in road 483 radially from TP
 - ⊙ CB 35 TP
 - ⊙ PLAQUE IN KERB
 - ⊙ DEEP DRIVEN ROD
 - ⊙ DH&W IN KERB
- (Except as otherwise shown)

Azimuth: A-B (Strom)
Field Books:
Surv Ref 20396

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

I, Scott D McNiven of Unit 12 Torrens Place, Torrens ACT a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 2nd July 2020

(Signature) *Scott D McNiven* 16/9/20
Surveyor registered under the Surveyors Act 2007

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

21 September 2020
David Pryce
Surveyor-General of the ACT

PLAN OF
BLOCK 32 SECTION 37
BEING A CONSOLIDATION OF BLOCKS 4-6

DIVISION: KALEEN
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:300
0 5 10 15 METRES

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
1:46 pm, 17/11/2020

Approved *David Pryce*
David Pryce
Registrar-General

Registrar of Titles

DEPOSITED PLAN
13092
AMENDS DP4277



Chief Minister



SR\$3403499

21/08/2025 09:37:18 Eln P

3403499


LAND TITLES ACT 1925

094 - SR

LOGGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Vantage Strata Pty Ltd	adminsupport@vantagestrata.com.au	530000602	6171 9700

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3017:203	KALEEN	37	32	15860

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
UP 15860	03/07/2025

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

CERTIFICATION *Delete the inapplicable

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~

~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~

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

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

Signed By: Daniel Kade Leskovec
Branch Manager

Witnessed By: Carmel Fischer
Administration Manager

for: Vantage Strata Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	05/09/2025



VOI Sighted X..... 1

Change of Name by

Authority to Deal *letter*

ASIC ✓

Category *3*

Signed by *[Signature]*

Date *21 AUG 2025*



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3017:203	KALEEN	37	32	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094-SR	21

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
UP 15860

VANTAGE STRATA

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF 15860

The Est

Powlett Street 8, KALEEN, ACT, 2617

VENUE:

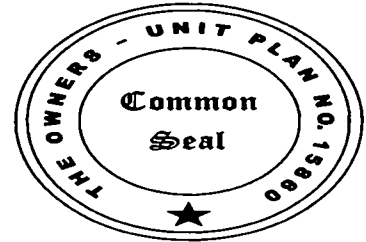
Microsoft Team

DATE:

3rd July 2025

TIME:

05:00 PM (Canberra time)



PRESENT:

Lot Number	Attendee
1	Owner - L Lane
5	Owner - M Jackson
8	Owner - X Zeng
2	Owner - N Culnane

APOLOGIES:

Lot number	Name
4	C Gurcinowska
6	G Shepherd

ABSENTEE VOTES: N/A

ADDITIONAL ATTENDEES:

Name	Description
B Goodlace	Vantage Strata
D Leskovec	Vantage Strata

QUORUM: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.1 of the Unit Titles (Management) Act 2011).

SECRETARIAL NOTE:

Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

The meeting noted a reduced quorum and commenced at 5:30 p.m.

It was **resolved** that L Lane (Lot 1) be appointed as chairperson of the meeting with D Leskovec to facilitate the meeting on the chairperson's behalf.

It was noted that no proxy votes and 2 apologies were received.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary resolution

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

MOTION CARRIED

3. INSURANCE

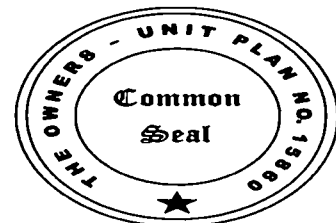
Special resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,
- b) give consideration to premium funding the policy, if necessary,
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.

NO DISSENT NOTED

MOTION CARRIED



4. INSURANCE CLAIMS (New or Outstanding)

Nothing was raised by owners of the meeting.

5. FINANCES

Ordinary resolution

It was **resolved** that the financial accounts for the period 26/05/2024 to 25/05/2025 as presented be accepted.

MOTION CARRIED

6. AUDITED FINANCIALS

Ordinary resolution

MOTION: That upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.

Daniel Leskovec advised that an audit of the complex is not mandatory at this time. Owners present felt an audit was not required at this time and can be reviewed again in the future if needed.

MOTION FAILED

7. INVESTMENT OF FUNDS - ACT

Special resolution

MOTION: That the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds from the administrative fund into interest bearing investments; specifically, term deposits and at-c. accounts, as considered appropriate.

The Owners Corporation discussed investment options and considering the financial position of the complex it was not appropriate to proceed with a term deposit or an at-call account at this time.

MOTION FAILED

8. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Administration Fund expenditure budget of \$23,900.00 for the period 26/05/2025 to 25/05/2026 be adopted.

MOTION CARRIED



9. ADMIN FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$25,000.00, to be contributed by owners in accordance with their Units of Entitlement and payable by 1 instalment due on 30th July 2025.

MOTION CARRIED

It was noted that the insurance premium for the complex is due and pending payment. Owners are requested to ensure their levy contributions are paid promptly.

10. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Sinking Fund expenditure budget of \$480.00 for the period 26/05/2025 to 25/05/2026 be adopted.

MOTION CARRIED

11. SINKING FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution of \$1,207.00 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 26/05/2025 to 25/05/2026 to be contributed by owners in accordance with their Units Of Entitlement and payable by 1 instalment due on 30th July 2025.

MOTION CARRIED

12. MAINTENANCE PLAN (Adoption)

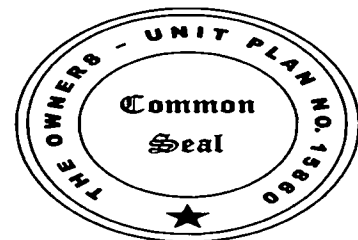
Ordinary resolution

It was **resolved** that the Owners Corporation adopt the maintenance plan.

MOTION CARRIED

13. MAINTENANCE ISSUES

It was noted that minor ground subsidence has occurred in the garden area adjacent to Units 4 and Unit 5. As a result, a section of pipe has become exposed due to displacement of mulch. This matter will be monitored, and appropriate action will be taken to rectify the issue if necessary.



14. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.

MOTION CARRIED

15. COMMON PROPERTY SAFETY REPORT - (Obtain)

Ordinary resolution

MOTION: That the Owners Corporation authorise the Executive Committee to: -

- a) Source a quote/s for a Common Property Safety Report for the common property from a suitably qualified provider.
- b) Give consideration to the quote/s provided and appoint a provider to undertake the formal Common Property Safety Report.
- c) Review the Common Property Safety Report and action any items requiring urgent and immediate attention.

The meeting discussed the motion, and the Owners Corporation agreed that a safety report is not required at the time.

MOTION FAILED

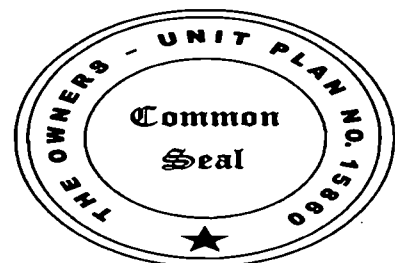
16. RULE AMENDMENTS - ALTERATIONS AND ERECTIONS

Special resolution

It was **resolved** that the Owners Corporation amends Rule 1.4 of the Default Rules and to accept and adhere to these rules which are to be registered on title by Vantage Strata with Access Canberra, all other current rules to be ratified and remain in effect.

NO DISSENT NOTED

MOTION CARRIED



17. RULES CONSOLIDATED (Adoption and Registration)

Special resolution

The Owners Corporation **resolved**, by Special Resolution to:-

- a) rescind any existing registered rules.
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).
- c) accept that the updated rules will supersede and replace all other Rules previously in force.
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.

NO DISSENT NOTED

MOTION CARRIED

18. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

MOTION CARRIED

The following nominations were received and formed the Executive Committee:

L Lane (Unit 1) N Culhane (Unit 2) D Shepherd (Unit 6) N Feeney (Unit 9).

19. STRATA MANAGEMENT AGENCY AGREEMENT (Ratify)

Ordinary resolution

It was **resolved** that the Owners Corporation ratify the appointment of Vantage Strata as per the written management agreement dated 26th May 2025 entered into by the Executive Committee, appointing Vantage Strata as follows:

- That Vantage Strata be appointed as Manager, for a period of 3 years.
- Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.
- Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

MOTION CARRIED

20. FIRE SAFETY REVIEW - NO FIRE ASSETS

Nothing was raised by owners at the meeting.



21. DELEGATIONS AND APPOINTMENTS

Noted as per Management Agency Agreement

22. DEFECTS

It was noted as per Management Agency Agreement that N Culhane contacted the builder to report a water ingress issue affecting the roof of Unit 2. The builder subsequently attended the site, and the issue was inspected and addressed accordingly.

23. GENERAL BUSINESS

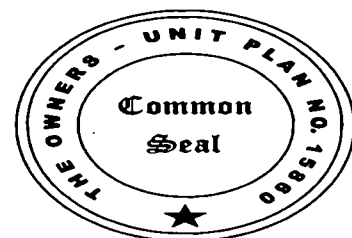
The meeting discussed the following item of General Business:

Visitor Parking Areas

It was noted by the Owners Corporation that the visitor parking space between Units 3 and 4 is being frequently used by the occupants of Unit 8. The Strata Manager will contact the property manager to address concerns regarding residents parking in visitor spaces, as all residents are reminded to park within their allocated unit entitlements only as Visitor Parking Areas are for Visitors only.

24. MEETING CLOSURE

With there being no further business to discuss, the meeting was formally closed at 5:55PM.



Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

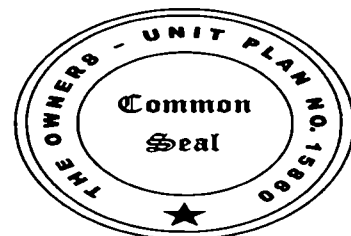
Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKS No 2, 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Page 1

Administrative Fund

	Approved Budget (26/05/2025-25/05/2026)	Current Actual (26/05/2024-25/05/2025)	Current Budget (26/05/2024-25/05/2025)
Income			
Interest	\$0.00	\$35.32	\$0.00
Levy Income	\$25,000.00	\$24,800.00	\$24,800.00
Total Admin Fund Income	\$25,000.00	\$24,835.32	\$24,800.00
Expense			
BAS & Tax Preparation (I)	\$0.00	\$440.00	\$440.00
Banking, Software & Infrastructure	\$0.00	\$403.37	\$0.00
BuildingLink	\$0.00	\$237.60	\$250.00
Contractor Compliance Fee	\$0.00	\$97.90	\$0.00
Electricity Usage	\$1,000.00	\$1,039.45	\$600.00
Gardening - Contract	\$0.00	\$0.00	\$2,000.00
Gardening - Materials	\$2,000.00	\$0.00	\$0.00
Government Permits, Fees & Charges	\$0.00	\$34.00	\$0.00
Insurance Premium	\$9,500.00	\$8,738.09	\$11,400.00
Management Fees - Strata Management	\$4,400.00	\$3,824.04	\$4,400.00
R&M - General	\$2,000.00	\$1,403.34	\$2,000.00
R&M - Plumbing	\$2,000.00	\$1,258.95	\$0.00
Reports - Maintenance Plan	\$0.00	\$200.00	\$650.00
Water Usage	\$3,000.00	\$2,184.80	\$3,000.00
Total Admin Fund Expense	\$23,900.00	\$19,861.54	\$24,740.00
TOTAL ADMIN LEVY INCOME	\$25,000.00	\$24,800.00	\$24,800.00
Increase/Reduce ADMIN FUND	\$0.00	\$0.00	\$(15,847.46)
TOTAL ADMIN BUDGET	\$25,000.00		\$8,952.54



Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

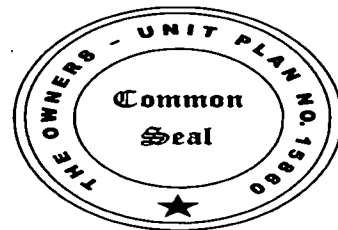
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Page 2

Sinking Fund

	Approved Budget (26/05/2025-25/05/2026)	Current Actual (26/05/2024-25/05/2025)	Current Budget (26/05/2024-25/05/2025)
Income			
Levy Income	\$1,207.00	\$990.00	\$990.00
Total Sinking Fund Income	\$1,207.00	\$990.00	\$990.00
Expense			
R&M - General	\$480.00	\$0.00	\$450.00
Total Sinking Fund Expense	\$480.00	\$0.00	\$450.00
TOTAL SINKING LEVY INCOME	\$1,207.00	\$990.00	\$990.00
TOTAL SINKING BUDGET	\$1,207.00		\$990.00



**Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860**

THE EST, 8 Powlett Street KALEEN

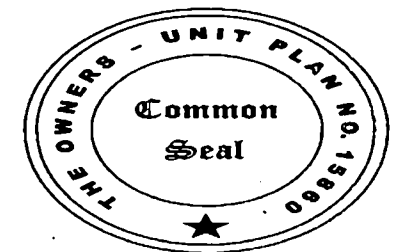
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Page 3

Budget Summary (26/05/2025-25/05/2026)

	Approved	1st Instalment 30/07/2025	TOTAL (26/05/2025-25/05/2026)
Administrative Fund	\$25,000.00	\$24,999.90	\$24,999.90
Sinking Fund	\$1,207.00	\$1,207.00	\$1,207.00
Contribution Schedule Total	\$26,207.00	\$26,206.90	\$26,206.90
Amount to Collect	\$26,207.00	\$26,206.90	\$26,206.90



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

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

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 Level 4, DKSN No 2, 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

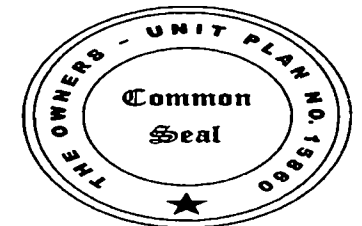
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Page 4

Levy Adjustment Summary (26/05/2025-25/05/2026)

Contribution Schedule		Aggregate Units of Entitlement (UOE) - 100		
Due Date	Levy Period	Admin	Sinking	Total
30/07/2025	26/05/2025 - 25/05/2026	\$250.00	\$12.07	\$262.07
Financial Year Total per Units of Entitlement		\$250.00	\$12.07	\$262.07
Financial Year Aggregate		\$24,999.90	\$1,207.00	\$26,206.90
Approved Budget Amount		\$25,000.00	\$1,207.00	\$26,207.00
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

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



Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

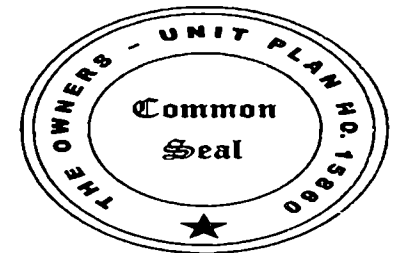
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Page 5

Owner Summary (26/05/2025-25/05/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 30/07/2025	TOTAL (26/05/2025-25/05/2026)
11	1, 3, 4, 5	Admin	\$2,749.98	\$2,749.98
		Sinking	\$132.77	\$132.77
		Owner Total	\$2,882.75	\$2,882.75
10	2	Admin	\$2,500.00	\$2,500.00
		Sinking	\$120.70	\$120.70
		Owner Total	\$2,620.70	\$2,620.70
7	6	Admin	\$1,750.01	\$1,750.01
		Sinking	\$84.49	\$84.49
		Owner Total	\$1,834.50	\$1,834.50
13	7, 8, 9	Admin	\$3,249.99	\$3,249.99
		Sinking	\$156.91	\$156.91
		Owner Total	\$3,406.90	\$3,406.90



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

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

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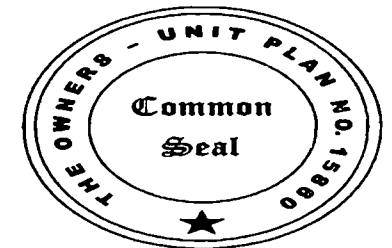
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Page 6

Contribution Summary (26/05/2025-25/05/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 3, 4, 5	Contribution Schedule	11	\$2,749.98	\$132.77	\$0.00
	Owner Total		\$2,749.98	\$132.77	\$2,882.75
2	Contribution Schedule	10	\$2,500.00	\$120.70	\$0.00
	Owner Total		\$2,500.00	\$120.70	\$2,620.70
6	Contribution Schedule	7	\$1,750.01	\$84.49	\$0.00
	Owner Total		\$1,750.01	\$84.49	\$1,834.50
7, 8, 9	Contribution Schedule	13	\$3,249.99	\$156.91	\$0.00
	Owner Total		\$3,249.99	\$156.91	\$3,406.90
Overall Total			\$24,999.90	\$1,207.00	\$26,206.90

Schedule	UOE
Contribution Schedule	100



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

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 15860**

A2 **General meeting**

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made 3rd
of July 2025

Tick applicable box, or both boxes if applicable:

 Regularly convened

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

 **Convened after
adjournment**

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

A3 **Reduced quorum decisions**

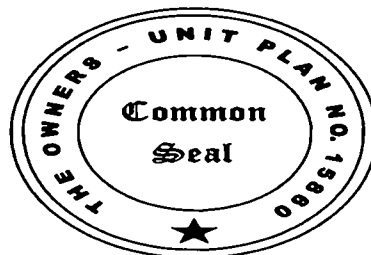
[If there is insufficient space here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decision
03/07/2025	As per attached

A4 **Owners corporation declaration**

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

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

B1 ***What is a reduced quorum decision?***

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

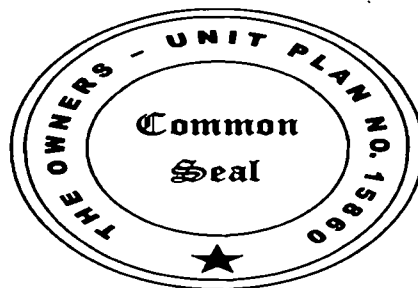
There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

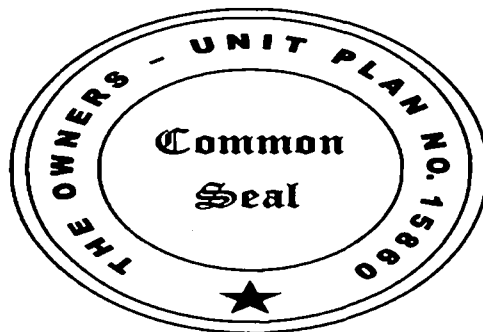
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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



Rule 1.1

1.1 Definitions – default rules

1. In these rules:

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

2. A word or expression in these rules has the same meaning as in the
Unit Titles (Management) Act 2011.**1.2 Payment of rates and taxes by unit owners**

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

1.3 Repair and maintenance

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

1.4 Erections and alterations

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld
external appearance of a unit or the units plan



R3
01/11/20

Unit Titles (Management) Regulation 2011

Effective: 01/11/20

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

1.5 Pets in Units

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

1.6 Assistance animal

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

1.7 Use of common property

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

1.8 Hazardous use of units

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

1.9 Use of unit – nuisance of annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.



R3
01/11/20

2

Unit Titles (Management) Regulation 2011

Effective: 01/11/20

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

Rule 1.10

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—



- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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

2.0 Electronic Meeting

1. Attendance

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

- I. communicate with other participants in the meeting; and
- II. participate in the meeting and engage with the other participants at the meeting.

(b) Where a unit owner has participated in meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating quorum for the meeting.

(c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may

require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

2. Participation

(a) Where a unit owner participates in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:

- I. participating in debate at the meeting; and
- II. voting on resolutions at the meeting.



3. Pre-Meeting Electronic Voting

(a) Decision-making at general meetings of the Owners Corporation and/or meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:

- I. voting by means of email submission of ballot papers;
- II. voting by means of accessing a website and submitting an online ballot paper;
- III. voting by means of utilising an electronic application and submitting a ballot paper; and
- IV. voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.

(b) When providing notice of the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:

- I. a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
- II. the resolution to be voted on (including any explanatory material);
- III. instructions for completing the ballot paper and indicating the voter's choice;
- IV. instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
- V. a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.





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	3	Block	32	Section	37	Suburb	KALEEN
-------------	----------	--------------	-----------	----------------	-----------	---------------	---------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="text" value="N/A"/>	()	()
Certificate Number:		Dated:

Please Note: There are no development covenants within the latest Units Plan, therefore a Compliance Certificate is not applicable.

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

Applicant's Name : Mitchell Mee
E-mail Address : contracts@oconnorharris.com.au
Client Reference : 20260389

Date: 27-MAR-26 08:40:42



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

27-MAR-2026 08:40

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 6

INFORMATION ABOUT THE PROPERTY

KALEEN Section 37/Block 32/Unit 3

Building Class: B

Area(m2): 2,930.1

Unimproved Value: \$2,100,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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27-MAR-2026 08:40

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

Page 2 of 6

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201732022 **Lodged** 07-SEP-17 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Demolition of three existing dwellings; construction of 4 new two storey dwellings, 5 single storey dwellings, attached garages and associated works. LEASE VARIATION consolidation and variation to specify 9 dwellings

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Kaleen	37	4-4	
Belconnen	Kaleen	37	5-5	
Belconnen	Kaleen	37	6-6	
Belconnen	Kaleen	37	32-32	

-- Involved Parties -----

Role	Name
Lessee	Aslsp Pty Ltd
Applicant	Resolution Planning
Representor	Concerned Citizen
Representor	Catherine Wells
Representor	Anna Chrysostomou
Representor	Dorothy Callaway
Representor	Helen & Philip Flaherty
Representor	Liam Pearmain
Representor	Clem Tozer
Representor	Lesley Tozer
Representor	Paul Crocker
Representor	Fionna & Ed Roberts
Representor	W & H Binder
Representor	Edwin Peter Edwards
Representor	Confidential Representor
Representor	Lorna Romcevic
Representor	Lorna Romcevic

-- Activities -----

Activity Name	Status
Da - Reconsideration	Active
Merit Track	Refused



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

Page 3 of 6

Application DA20026294 **Lodged** 29-NOV-02 **Type** Single Dwelling

-- Application Details -----

Description

Alterations to residence

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Kaleen	37	5-5	
Belconnen	Kaleen	37	32-32	

-- Involved Parties -----

Role	Name
Applicant	Pangallo

-- Activities -----

Activity Name	Status
Ba Single House	Approved

Application DA971515 **Lodged** 21-APR-97 **Type** Home Business

-- Application Details -----

Description

1. Home Business for Bread Making, 2. Approval for existing garage

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Kaleen	37	5-5	
Belconnen	Kaleen	37	32-32	

-- Involved Parties -----

Role	Name
Applicant	Pangallo
Objector	Hunt

-- Activities -----

Activity Name	Status
Da - With Dap.(Public Notif)	Approval Conditional



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27-MAR-2026 08:40

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 6

Application DA926747 **Lodged** 06-OCT-92 **Type** Single Dwelling

-- Application Details -----

Description

design & siting - single house

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Kaleen	37	5-5	
Belconnen	Kaleen	37	32-32	

-- Involved Parties -----

Role	Name
Applicant	Masterbuilt Garages Pty Ltd
Objector	Concerned Citizen
Objector	Catherine Wells
Objector	Anna Chrysostomou
Objector	Dorothy Callaway
Objector	Helen & Philip Flaherty
Objector	Liam Pearmain
Objector	Clem Tozer
Objector	Lesley Tozer
Objector	Paul Crocker
Objector	Fionna & Ed Roberts
Objector	W & H Binder
Objector	Edwin Peter Edwards
Objector	Confidential Representor
Objector	Lorna Romcevic
Objector	Lorna Romcevic

-- Activities -----

Activity Name	Status
Residential Design & Siting	Approved



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27-MAR-2026 08:40

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

Page 5 of 6

Application DA925759 **Lodged** 01-SEP-92 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Kaleen	37	5-5	
Belconnen	Kaleen	37	32-32	

-- Involved Parties -----

Role	Name
Applicant	Masterbuilt Garages Pty Ltd
Objector	Concerned Citizen
Objector	Catherine Wells
Objector	Anna Chrysostomou
Objector	Dorothy Callaway
Objector	Helen & Philip Flaherty
Objector	Liam Pearmain
Objector	Clem Tozer
Objector	Lesley Tozer
Objector	Paul Crocker
Objector	Fionna & Ed Roberts
Objector	W & H Binder
Objector	Edwin Peter Edwards
Objector	Confidential Representor
Objector	Lorna Romcevic
Objector	Lorna Romcevic

-- Activities -----

Activity Name	Status
Residential Design & Siting	Approved

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>



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27-MAR-2026 08:40

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 6

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

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

URBAN FOREST ACT 2023

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

----- END OF REPORT -----

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 15860 Lot No. 3 Unit No. 3

Unit Owner/Eligible Person: Brian Grening & Cassandra Grening

Brian Grening & Cassandra Grening
3/8 Powlett Street
KALEEN ACT 2617

1. Committee Details

Lynette Lane	
Nic Culnane	
D Shepherd	
Nicholas J Feeney	

C/O - Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602
02 6171 9700

2. Corporations Manager

The name and contact details of the corporations manager:

Central 3
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

3. Records

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

Central 3
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

7. Borrowings

Loan Amount: N/A
Loan Tenure:
Loan Start date:
Interest Rate:
Bank:

8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

9. Planning and Land Authority Crown Lease Extension



Lease Expiry Date: 13/02/2075

10. Swimming Pool

Does the Units Plan have a regulated swimming pool? **No**

If yes, refer to **attached** documents prescribed by regulation.

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: 01/04/2026 The Common Seal of The Owners – Units Plan No 15860	
Was hereunto affixed in The presence of  Signature: _____	

Vantage Strata Pty Ltd

Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

Printed: 01/04/2026 05:11 pm User: Siti Nasir

Contracts Register

15860 The Est 8 Powlett Street

Contractor Name and Address: Maritex Commercial Pty Ltd
19 Darambal Street
ARANDA ACT 2614

Details of Duties: Electrical Maintenance
Delegated Powers:
Basis of Remuneration:
Commencement Date: 19/07/2024
Termination Date: 18/07/2027
Terms: 3 years
Options:
Copy of Agreement on File? N
Workers Comp No:

Contractor Name and Address: VANTAGE STRATA PTY LTD
PO Box 919
DICKSON ACT 2602

Details of Duties: Strata Management Agreement
Delegated Powers:
Basis of Remuneration:
Commencement Date: 26/05/2023
Termination Date: 25/05/2028
Terms:
Options:
Copy of Agreement on File? N
Workers Comp No:

Vantage Strata Pty Ltd

Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

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Page 1

OWNER LEDGER from 01/01/24 to 01/04/26 Contribution Schedule

U/Plan: 15860
Building Address: 8 Powlett Street

Units: 9

Lots: 9

Suburb: KALEEN
Building Name: The Est
GST?: No

State: ACT **Post Code:** 2617

ABN: 87694902569
Manager: Central 3

Lot 3	Unit 3	Brian Grening & Cassandra Grening			
Date	Ref	Details	Debit	Credit	Balance
01/01/24		Opening Balance	\$0.00	\$0.00	\$0.00
06/05/24	11	Receipt; Interim Levy Contribution for 26/05/2024 to 25/05/2025 Levy Ref# 12	\$0.00	\$1,743.22	\$1,743.22 CR
26/05/24	12	Interim Levy Contribution From: 26/05/2024 To: 25/05/2025	\$1,743.22	\$0.00	\$0.00
15/08/24	21	Balance of Admin Fund Levy From: 26/05/2024 To: 25/05/2025	\$984.78	\$0.00	\$984.78 DR
15/08/24	30	Standard Levy Contribution From: 26/05/2024 To: 25/05/2025	\$108.90	\$0.00	\$1,093.68 DR
07/01/25	35	Receipt; Balance of Admin Fund Levy for 26/05/2024 to 25/05/2025 Levy Ref# 21 <i>Interest Paid</i>	\$0.00	\$984.78	\$108.90 DR
			\$0.00	\$39.12	
07/01/25	36	Receipt; Standard Levy Contribution for 26/05/2024 to 25/05/2024 Levy Ref# 30	\$0.00	\$69.78	\$39.12 DR
07/01/25	37	TRF: Balance of Admin Fund Levy for 26/05/2024 to 25/05/2025 Levy Ref# 21 <i>Interest Paid</i>	\$984.78	\$0.00	\$1,023.90 DR
			\$39.12	\$0.00	
07/01/25	38	Receipt; Transfer to credit	\$0.00	\$1,023.90	\$0.00 DR
07/01/25	39	TRF: Standard Levy Contribution for 26/05/2024 to 25/05/2024 Levy Ref# 30	\$69.78	\$0.00	\$69.78 DR
07/01/25	40	Receipt; Transfer to credit	\$0.00	\$69.78	\$0.00 DR
07/01/25	41	TRF: Balance of Admin Fund Levy for 26/05/2024 to 25/05/2025 Levy Ref# 21	\$0.00	\$984.78	\$984.78 CR
07/01/25	42	TRF: Standard Levy Contribution for 26/05/2024 to 25/05/2024 Levy Ref# 30	\$0.00	\$108.90	\$1,093.68 CR
07/01/25	43	Receipt; Transfer from credit	\$1,093.68	\$0.00	\$0.00 DR
21/07/25	49	Receipt; Standard Levy Contribution Schedule for 26/05/2025 to 25/05/2026 Levy Ref# 39	\$0.00	\$2,882.75	\$2,882.75 CR
30/07/25	39	Standard Levy Contribution Schedule From: 26/05/2025 To: 25/05/2026	\$2,882.75	\$0.00	\$0.00
		Closing Balance	\$7,867.89	\$7,867.89	\$0.00
		Interest Due	\$0.00		\$0.00
		Total Balance	\$7,867.89	\$7,867.89	\$0.00

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: 15/05/2025

Reference No: DOC0001027001

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: UP15860

Type of Insurance: Residential Strata

Policy Number: 06S2135370

Period of Insurance: From 4:00PM 15/05/2025
To 4:00PM 15/05/2026

OVERVIEW

Insured:	UP15860
Situation:	8 POWLETT STREET, KALEEN ACT 2617
Section 1:	Building including common contents \$5,039,900
	Loss of Rent/Temporary Accommodation (15%) \$755,985
	Catastrophe or Emergency (15%) \$755,985
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Included
	Flood Included
Section 2:	Glass Automatically Included
Section 3:	Theft Automatically Included
Section 4:	Liability \$ 30,000,000
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

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S2135370

Insured: UP15860

EXCESSES

Section 1 - Building including Common Contents

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

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

SPECIAL TERMS/CONDITIONS

Flood

This policy is extended to include flood.

The word 'flood' is deleted from exclusion 1.e on page 36 and exclusion e on page 41.

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.

Insurance Valuation Report

For

The Est

8 Powlett Street Kaleen ACT 2617

Scheme Number: 15860



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 194700

13 November 2023

Professional Indemnity Insurance Policy Number 1411189338 PLP

PO Box 1280,
Beenleigh QLD 4207

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

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

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

QIA Group Pty Ltd

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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 **8 Powlett Street Kaleen ACT 2617**.

1.2 Property Address

The property is situated at **8 Powlett Street Kaleen ACT 2617**.

1.3 Description of Building

The property comprises nine lots of double/one storey townhouses with garage at ground floor and courtyard. Common property includes driveway, paving, boundary walls & fences and site landscaping. The plans provided by the client indicate that the property was registered in 2023.

1.4 Client

The Proprietors The Est.

1.5 Replacement Value

Recommended Insured Value: \$ 4,990,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

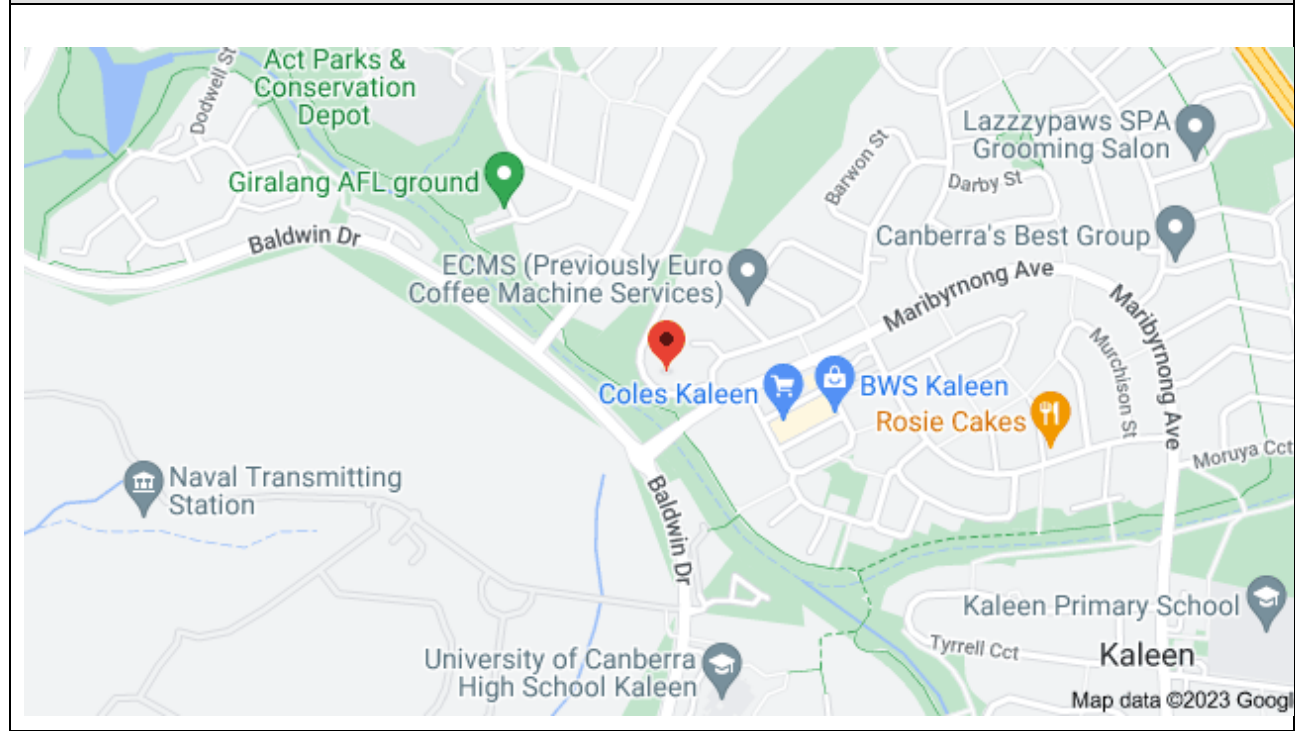
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation	
Replacement Building and Improvements Cost:	\$ 3,740,000
Allowance for Cost Escalation:	
Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	6 Months
Calculated at 8% over the period	\$ 375,000
Progressive Subtotal:	\$ 4,115,000
Professional Fees:	\$ 330,000
Progressive Subtotal:	\$ 4,445,000
Removal of Debris:	\$ 190,000
Progressive Subtotal:	\$ 4,635,000
Cost Escalation for Insurance Policy lapse Period:	\$ 355,000
Progressive Subtotal:	\$ 4,990,000
Recommended Insured Value:	\$ 4,990,000 (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.

3.4.1.2 **WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Timber/Steel framed.

EXTERNAL WALL FINISHES: Brick veneer, Villa Board, Rendered and painted.

3.4.1.3 **ROOF STRUCTURE**

ROOF CONSTRUCTION: Timber/Steel framed pitched.

ROOFING: Cliplock and 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



Sinking Fund Plan

The Est

8 Powlett Street, Kaleen, ACT 2617

Scheme Number: 15860



COMPILED BY SIMON VINCENT

**On 13 October 2023 for the
15 Years Commencing: 26 May 2024
QIA Job Reference Number: 194701**

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

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qjagroup.com.au

W www.qjagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

8 Powlett Street, Kaleen, 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:	100
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$9.00

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

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

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	26/05/2024	\$0	\$900	\$9.00	\$450	\$450
2	26/05/2025	\$450	\$1,207	\$12.07	\$472	\$1,185
3	26/05/2026	\$1,185	\$1,514	\$15.14	\$496	\$2,203
4	26/05/2027	\$2,203	\$1,821	\$18.21	\$521	\$3,503
5	26/05/2028	\$3,503	\$2,128	\$21.28	\$547	\$5,084
6	26/05/2029	\$5,084	\$2,435	\$24.35	\$2,074	\$5,445
7	26/05/2030	\$5,445	\$2,742	\$27.42	\$1,377	\$6,810
8	26/05/2031	\$6,810	\$3,049	\$30.49	\$1,013	\$8,846
9	26/05/2032	\$8,846	\$3,356	\$33.56	\$1,006	\$11,196
10	26/05/2033	\$11,196	\$3,663	\$36.63	\$1,117	\$13,742
11	26/05/2034	\$13,742	\$3,846	\$38.46	\$1,109	\$16,479
12	26/05/2035	\$16,479	\$4,038	\$40.38	\$6,797	\$13,720
13	26/05/2036	\$13,720	\$4,240	\$42.40	\$3,214	\$14,746
14	26/05/2037	\$14,746	\$4,452	\$44.52	\$5,442	\$13,757
15	26/05/2038	\$13,757	\$4,675	\$46.75	\$8,209	\$10,224

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

May 2024		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$450
<u>Total Forecast Expenditure for year - May 2024 (Inc GST):</u>		<u>\$450</u>
Includes GST amount of :		\$41
May 2025		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$472
<u>Total Forecast Expenditure for year - May 2025 (Inc GST):</u>		<u>\$472</u>
Includes GST amount of :		\$43
May 2026		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$496
<u>Total Forecast Expenditure for year - May 2026 (Inc GST):</u>		<u>\$496</u>
Includes GST amount of :		\$45
May 2027		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$521
<u>Total Forecast Expenditure for year - May 2027 (Inc GST):</u>		<u>\$521</u>
Includes GST amount of :		\$47
May 2028		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$547

<u>Total Forecast Expenditure for year - May 2028 (Inc GST):</u>	<u>\$547</u>
--	--------------

Includes GST amount of :	\$50
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May 2029	Expense Inc GST
-----------------	--------------------

MISCELLANEOUS

- Capital Replacement - General	\$574
---------------------------------	-------

EXTERNAL WORKS

- Landscaping allowance	\$1,500
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<u>Total Forecast Expenditure for year - May 2029 (Inc GST):</u>	<u>\$2,074</u>
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Includes GST amount of :	\$189
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May 2030	Expense Inc GST
-----------------	--------------------

MISCELLANEOUS

- Capital Replacement - General	\$603
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DRIVEWAY

- Repaint line marking	\$464
------------------------	-------

EXTERNAL WORKS

- Ongoing partial maintenance of pathway	\$310
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<u>Total Forecast Expenditure for year - May 2030 (Inc GST):</u>	<u>\$1,377</u>
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Includes GST amount of :	\$125
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May 2031	Expense Inc GST
-----------------	--------------------

MISCELLANEOUS

- Capital Replacement - General	\$633
---------------------------------	-------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$380
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<u>Total Forecast Expenditure for year - May 2031 (Inc GST):</u>	<u>\$1,013</u>
--	----------------

Includes GST amount of :	\$92
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May 2032	Expense Inc GST
-----------------	--------------------

MISCELLANEOUS

- Capital Replacement - General	\$665
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EXTERNAL WORKS

- Ongoing partial maintenance of pathway	\$341
--	-------

<u>Total Forecast Expenditure for year - May 2032 (Inc GST):</u>	<u>\$1,006</u>
--	----------------

Includes GST amount of :	\$91
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May 2033	Expense Inc GST
-----------------	--------------------

MISCELLANEOUS

- Capital Replacement - General	\$698
---------------------------------	-------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$419
---	-------

<u>Total Forecast Expenditure for year - May 2033 (Inc GST):</u>	<u>\$1,117</u>
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Includes GST amount of :	\$102
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May 2034	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$733
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EXTERNAL WORKS

- Ongoing partial maintenance of pathway	\$376
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<u>Total Forecast Expenditure for year - May 2034 (Inc GST):</u>	<u>\$1,109</u>
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Includes GST amount of :	\$101
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May 2035	Expense Inc GST
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MISCELLANEOUS

- Capital Replacement - General	\$769
---------------------------------	-------

EXTERNAL WORKS

- Maintain common pipework	\$3,556
- Landscaping allowance	\$2,010

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$462
<u>Total Forecast Expenditure for year - May 2035 (Inc GST):</u>	<u>\$6,797</u>
Includes GST amount of :	\$618

May 2036Expense
Inc GST**MISCELLANEOUS**

- Capital Replacement - General	\$808
---------------------------------	-------

EXTERNAL WORKS

- Ongoing partial maintenance of pathway	\$415
--	-------

FENCING

- Maintain stone retaining wall 20% of total	\$1,991
<u>Total Forecast Expenditure for year - May 2036 (Inc GST):</u>	<u>\$3,214</u>
Includes GST amount of :	\$292

May 2037Expense
Inc GST**MISCELLANEOUS**

- Capital Replacement - General	\$848
---------------------------------	-------

DRIVEWAY

- Maintain driveway 2% of total	\$3,430
- Repaint line marking	\$653

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$510
<u>Total Forecast Expenditure for year - May 2037 (Inc GST):</u>	<u>\$5,442</u>
Includes GST amount of :	\$495

May 2038	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	\$891
FENCING	
- Provision to replace colorbond fencing in 39 years (partial accrual)	\$5,946
- Provision to replace undder colorbond fencing timber sleepers 20% of total	\$1,372
<u>Total Forecast Expenditure for year - May 2038 (Inc GST):</u>	<u>\$8,209</u>
Includes GST amount of :	\$746

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
MISCELLANEOUS																		
- Capital Replacement - General	\$390	2024	0	450	472	496	521	547	574	603	633	665	698	733	769	808	848	891
DRIVEWAY																		
- Maintain driveway 2% of total	\$1,575	2037	4															3430
- Repaint line marking	\$300	2030	7							464								653
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2035	7												3556			
- Ongoing partial maintenance of pathway	\$200	2030	2							310		341		376		415		
- Landscaping allowance	\$1,018	2029	6						1500						2010			
FENCING																		
- Provision to replace colorbond fencing in 39 years (partial accrual)	\$2,600	2038	6															5946
- Maintain stone retaining wall 20% of total	\$960	2036	3													1991		
- Provision to replace under colorbond fencing timber sleepers 20% of total	\$600	2038	2															1372
FURNITURE & FITTINGS																		
- Ongoing partial replacement of exterior common lighting	\$234	2031	2								380		419		462		510	
Total				450	472	496	521	547	2074	1377	1013	1006	1117	1109	6797	3214	5442	8209
Includes GST amount of				41	43	45	47	50	189	125	92	91	102	101	618	292	495	746

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
MISCELLANEOUS																		
- Capital Replacement - General	\$390	2024	0	450	472	496	521	547	574	603	633	665	698	733	769	808	848	891
DRIVEWAY																		
- Maintain driveway 2% of total	\$1,575	2037	4	175	359	552	754	967	1190	1425	1671	1930	2201	2486	2786	3100	3430	967
- Repaint line marking	\$300	2030	7	57	117	180	246	315	388	464	80	164	253	346	443	546	653	113
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2035	7	223	458	704	963	1234	1520	1819	2133	2463	2810	3174	3556	614	1260	1937
- Ongoing partial maintenance of pathway	\$200	2030	2	38	78	120	164	210	259	310	166	341	183	376	202	415	0	0
- Landscaping allowance	\$1,018	2029	6	221	452	695	950	1219	1500	296	606	932	1274	1633	2010	396	812	1248
FENCING																		
- Provision to replace colorbond fencing in 39 years (partial accrual)	\$2,600	2038	6	276	565	869	1188	1523	1874	2244	2631	3038	3466	3915	4386	4881	5400	5946
- Replace powder coated baluster fencing in 27 years	\$520	2050	28	39	80	123	168	216	266	318	373	431	491	555	622	692	765	843
- Maintain stone retaining wall 20% of total	\$960	2036	3	112	230	354	484	621	765	915	1073	1239	1414	1597	1789	1991	731	1498
- Provision to replace undder colorbond fencing timber sleepers 20% of total	\$600	2038	2	64	130	200	274	351	432	518	607	701	800	903	1012	1126	1246	1372
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 25 years (partial accrual)	\$363	2048	5	9	19	29	40	51	63	76	89	102	117	132	148	164	182	200

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
- Ongoing partial replacement of exterior common lighting	\$234	2031	2	40	82	125	172	220	271	324	380	204	419	225	462	249	510	274
TOTAL ACCRUALS				1254	2570	3951	5403	6927	7028	7935	9429	11204	13009	14966	11388	11768	10396	7080

* **Blue items listed above are expense items that occur in that year.**

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





Certificate of Occupancy and Use

Certificate No.: **B20213345C1**

Access Canberra Land, Planning and Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	32	37	KALEEN	BELCONNEN	Australian Capital Territory

Plans
B20213345/A
B20213345/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New	DA EXEMPT-TOWNHOUSE	Townhouse Development - Units 1 to 9	NA	1 to 9	B20213345N1	VILLELAND CONSTRUCTIONS PTY LTD
10a	New	DA EXEMPT-GARAGE	Garage & Alfresco - Units 1 to 9	NA	1 to 9	B20213345N1	VILLELAND CONSTRUCTIONS PTY LTD

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Ashleigh Morris

Issued on: 14/04/2023

Delegate of the ACT Construction Occupations Registrar.

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 15860
'THE EST'
8 Powlett Street, KALEEN, ACT, 2617**

Venue: Held online via Microsoft Teams

Date: Monday, 15 July 2024

Time: 05:30 PM

Present:

L Lane	(Lot 1)	Owner present
N Culnane	(Lot 2)	Owner present
B Grening	(Lot 3)	Owner present
C Gurcinoska	(Lot 4)	Owner present
M Jackson	(Lot 5)	Owner present
D Shepherd	(Lot 6)	Owner present
N Feeney	(Lot 9)	Owner present

Chairperson: D Shepherd

Additional Attendees: D Leskovec, Vantage Strata

Apologies: NA

Proxies: NA

Absentee Votes: NA

Quorum: There being a quorum represented, the meeting opened at 05:35 PM.

CHAIRPERSON, PROXIES AND APOLOGIES

Item 1 :

D Sheppard was nominated to be the Chairperson for the meeting with D Leskovec asked to facilitate the meeting on their behalf. No Absentee, Proxy votes or apologies were received.

With a Quorum present the meeting commenced at 5:35PM

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

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

Passed by Simple Majority

INSURANCE VALUATION ADOPTION - BSI IN LINE WITH VALUATION

Motion 3 Ordinary Resolution:

It was **resolved** that the Owners Corporation adopt the Insurance Valuation provided by QIA Group Pty Ltd, dated 13/11/23

It is noted that the building sum insured is in line with the recommended insured value in the report.

Passed by Simple Majority

INSURANCE

Motion 4 Special Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,
- b) give consideration to premium funding the policy if necessary,
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.

Passed by Simple Majority. No Dissent Noted.

FINANCES

Motion 5 Ordinary Resolution:

It was **resolved** that the financial accounts for the period 26th of May 2023 to 25th of May 2024 as presented be accepted.

Passed by Simple Majority

ADMIN FUND EXPENDITURE BUDGET

Motion 6 Ordinary Resolution:

It was **resolved** that the Administration Fund expenditure budget of \$24,740.00 for the period 26th of May 2024 to 25th of May 2025 be adopted.

Passed by Simple Majority

ADMIN FUND CONTRIBUTION

Motion 7 Ordinary Resolution:

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$24,800.00, to be contributed by owners in accordance with their Units of Entitlement and payable by 1 instalment due on 15th of August 2024.

Passed by Simple Majority

SINKING FUND PLAN (Adoption) - ACT

Motion 8 Ordinary Resolution:

It was **resolved** that the Owners Corporation adopt the Sinking Fund Plan (See full report in the BuildingLink library) and make contributions to the Sinking Fund as recommended in the report.

Sinking Fund Plan Held

Dated: 13th of October 2023

Prepared By: QIA Group Pty Ltd

Date To Be Reviewed: 13th of October 2027

Passed by Simple Majority

SINKING FUND EXPENDITURE BUDGET

Motion 9 Ordinary Resolution:

It was **resolved** that the Sinking Fund expenditure budget of \$450.00 for the period 26th of May 2024 to 25th of May 2025 be adopted.

Passed by Simple Majority

SINKING FUND CONTRIBUTION

Motion 10 Ordinary Resolution:

It was **resolved** that a contribution of \$990.00 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 26th of May 2024 to 25th of May 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 1 instalment due on 15th of August 2024.

Passed by Simple Majority

MAINTENANCE PLAN (Obtain)

Motion 11 Ordinary Resolution:

It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to prepare a maintenance plan as required under the Unit Titles (Management) Act 2011.

Passed by Simple Majority

FIRE SAFETY REVIEW

Item 12 :

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2020 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Please note that UP 15860 has no common fire assets and as such is not required to have a certificate issued.

DEFECTS

Item 13 :

The meeting noted that there is a concrete lip at the end of the driveway which is preventing water from flowing off in the event of heavy rain events.

There has also been an ongoing issue with back flow of water in heavy rains. The lines have been jetted and cleared and there is a blockage reported at the tank which is being investigated by the Builder and original plumber.

CONTRACTS

Item 14 :

No maintenance contracts are currently due for renewal

CONTRACTS AND SERVICE AGREEMENTS

Motion 15 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

Passed by Simple Majority

STRATA MANAGEMENT AGENCY AGREEMENT

Motion 16 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the Executive Committee to review the Management Agreement prior to the end date (25/05/25) and to renew the agreement as they see fit.*

Passed by Simple Majority

EXECUTIVE COMMITTEE (Election)

Motion 17 Ordinary Resolution:

*It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.*

Passed by Simple Majority

The following members were nominated to form the Executive Committee for the following year:

L Lane (Unit 1), N Culnane (Unit 2), D Shepherd (Unit 6), N Feeney (Unit 9)

GENERAL BUSINESS

Item 18 :

Gutter above unit 1 - It was noted the gutter on the corner of unit 1 which overhangs the driveway has been consistently damaged by moving trucks, the meeting discussed potential options to find a way to address this including potential traffic or landscape solutions. This will be discussed further by the Executive Committee.

Bollard light - It was noted that there is a bollard light with lots of condensation developing inside the light. Strata Manager to raise this with the builder.

Water Management - Water coming into units via the driveway was discussed, further to the defect discussion the Strata Manager will arrange a quote for water stop angles to be installed in the visitors carpark bays to redirect water from flowing into courtyards back to the driveway.

Parking in Visitors parking area - It was noted that there is currently a ute with Queensland plates that is consistently parking in the visitors parking area. N Feeney believes this is a new tenant and offered to reach out either direct to them or the agent to advise they should not use this area as overflow parking.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:25 PM**.



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF 15860
The Est
Powlett Street 8, KALEEN, ACT, 2617**

VENUE: Microsoft Team

DATE: 3rd July 2025

TIME: 05:00 PM (Canberra time)

PRESENT:

Lot Number	Attendee
1	Owner - L Lane
5	Owner - M Jackson
8	Owner - X Zeng
2	Owner - N Culnane

APOLOGIES:

Lot number	Name
4	C Gurcinoska
6	G Shepherd

ABSENTEE VOTES: N/A

ADDITIONAL ATTENDEES:

Name	Description
B Goodlace	Vantage Strata
D Leskovec	Vantage Strata

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

SECRETARIAL NOTE:

Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

The meeting noted a reduced quorum and commenced at 5:30 p.m.

*It was **resolved** that L Lane (Lot 1) be appointed as chairperson of the meeting with D Leskovec to facilitate the meeting on the chairperson's behalf.*

It was noted that no proxy votes and 2 apologies were received.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary resolution

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

MOTION CARRIED

3. INSURANCE

Special resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy, if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,*
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.*

NO DISSENT NOTED

MOTION CARRIED

4. INSURANCE CLAIMS (New or Outstanding)

Nothing was raised by owners of the meeting.

5. FINANCES

Ordinary resolution

It was **resolved** that the financial accounts for the period 26/05/2024 to 25/05/2025 as presented be accepted.

MOTION CARRIED

6. AUDITED FINANCIALS

Ordinary resolution

MOTION: That upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.

Daniel Leskovec advised that an audit of the complex is not mandatory at this time. Owners present felt an audit was not required at this time and can be reviewed again in the future if needed.

MOTION FAILED

7. INVESTMENT OF FUNDS - ACT

Special resolution

MOTION: That the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds from the administrative fund into interest bearing investments; specifically, term deposits and at-call accounts, as considered appropriate.

The Owners Corporation discussed investment options and considering the financial position of the complex it was not appropriate to proceed with a term deposit or an at-call account at this time.

MOTION FAILED

8. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

It was **resolved** that the Administration Fund expenditure budget of \$23,900.00 for the period 15/08/2025 to 14/08/2026 be adopted.

MOTION CARRIED

9. ADMIN FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$25,000.00, to be contributed by owners in accordance with their Units of Entitlement and payable by 1 instalment due on 30th July 2025.*

MOTION CARRIED

It was noted that the insurance premium for the complex is due and pending payment. Owners are requested to ensure their levy contributions are paid promptly.

10. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of \$480.00 for the period 26/05/2025 to 25/05/2026 be adopted.*

MOTION CARRIED

11. SINKING FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution of \$1,207.00 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 26/05/2025 to 25/05/2026 to be contributed by owners in accordance with their Units Of Entitlement and payable by 1 instalment due on 30th July 2025.*

MOTION CARRIED

12. MAINTENANCE PLAN (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the maintenance plan.*

MOTION CARRIED

13. MAINTENANCE ISSUES

It was noted that minor ground subsidence has occurred in the garden area adjacent to Units 4 and Unit 5. As a result, a section of pipe has become exposed due to displacement of mulch. This matter will be monitored, and appropriate action will be taken to rectify the issue if necessary.

14. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

MOTION CARRIED

15. COMMON PROPERTY SAFETY REPORT - (Obtain)

Ordinary resolution

MOTION: *That the Owners Corporation authorise the Executive Committee to: -*

- a) Source a quote/s for a Common Property Safety Report for the common property from a suitably qualified provider.*
- b) Give consideration to the quote/s provided and appoint a provider to undertake the formal Common Property Safety Report.*
- c) Review the Common Property Safety Report and action any items requiring urgent and immediate attention.*

The meeting discussed the motion, and the Owners Corporation agreed that a safety report is not required at this time.

MOTION FAILED

16. RULE AMENDMENTS - ALTERATIONS AND ERECTIONS

Special resolution

*It was **resolved** that the Owners Corporation amends Rule 1.4 of the Default Rules and to accept and adhere to these rules which are to be registered on title by Vantage Strata with Access Canberra, all other current rules to be ratified and remain in effect.*

NO DISSENT NOTED

MOTION CARRIED

17. RULES CONSOLIDATED (Adoption and Registration)

Special resolution

The Owners Corporation **resolved**, by Special Resolution to:-

- a) rescind any existing registered rules.
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).
- c) accept that the updated rules will supersede and replace all other Rules previously in force.
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.

NO DISSENT NOTED

MOTION CARRIED

18. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

MOTION CARRIED

The following nominations were received and formed the Executive Committee:

L Lane (Unit 1) N Culnane (Unit 2) D Shepherd (Unit 6) N Feeney (Unit 9).

19. STRATA MANAGEMENT AGENCY AGREEMENT (Ratify)

Ordinary resolution

It was **resolved** that the Owners Corporation ratify the appointment of Vantage Strata as per the written management agreement dated 26th May 2025 entered into by the Executive Committee, appointing Vantage Strata as follows:

- That Vantage Strata be appointed as Manager, for a period of 3 years.
- Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.
- Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

MOTION CARRIED

20. FIRE SAFETY REVIEW - NO FIRE ASSETS

Nothing was raised by owners at the meeting.

21. DELEGATIONS AND APPOINTMENTS

Noted as per Management Agency Agreement

22. DEFECTS

It was noted as per Management Agency Agreement that N Culnane contacted the builder to report a water ingress issue affecting the roof of Unit 2. The builder subsequently attended the site, and the issue was inspected and addressed accordingly.

23. GENERAL BUSINESS

The meeting discussed the following item of General Business:

Visitor Parking Areas

It was noted by the Owners Corporation that the visitor parking space between Units 3 and 4 is being frequently used by the occupants of Unit 8. The Strata Manager will contact the property manager to address concerns regarding residents parking in visitor spaces, as all residents are reminded to park within their allocated unit entitlements only as Visitor Parking Areas are for Visitors only.

24. MEETING CLOSURE

With there being no further business to discuss, the meeting was formally closed at 5:55PM.

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
 Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

Printed 14/07/2025 at 11:01:41 User= Brandon Goodlace

Page 1

Administrative Fund

	Approved Budget (26/05/2025-25/05/2026)	Current Actual (26/05/2024-25/05/2025)	Current Budget (26/05/2024-25/05/2025)
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Income

Interest	\$0.00	\$35.32	\$0.00
Levy Income	\$25,000.00	\$24,800.00	\$24,800.00

Total Admin Fund Income

	\$25,000.00	\$24,835.32	\$24,800.00
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Expense

BAS & Tax Preparation (I)	\$0.00	\$440.00	\$440.00
Banking, Software & Infrastructure	\$0.00	\$403.37	\$0.00
BuildingLink	\$0.00	\$237.60	\$250.00
Contractor Compliance Fee	\$0.00	\$97.90	\$0.00
Electricity Usage	\$1,000.00	\$1,039.45	\$600.00
Gardening - Contract	\$0.00	\$0.00	\$2,000.00
Gardening - Materials	\$2,000.00	\$0.00	\$0.00
Government Permits, Fees & Charges	\$0.00	\$34.00	\$0.00
Insurance Premium	\$9,500.00	\$8,738.09	\$11,400.00
Management Fees - Strata Management	\$4,400.00	\$3,824.04	\$4,400.00
R&M - General	\$2,000.00	\$1,403.34	\$2,000.00
R&M - Plumbing	\$2,000.00	\$1,258.95	\$0.00
Reports - Maintenance Plan	\$0.00	\$200.00	\$650.00
Water Usage	\$3,000.00	\$2,184.80	\$3,000.00

Total Admin Fund Expense

	\$23,900.00	\$19,861.54	\$24,740.00
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TOTAL ADMIN LEVY INCOME

	\$25,000.00	\$24,800.00	\$24,800.00
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Increase/Reduce ADMIN FUND

	\$0.00	\$0.00	\$(15,847.46)
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TOTAL ADMIN BUDGET

	\$25,000.00		\$8,952.54
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Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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Sinking Fund

	Approved Budget (26/05/2025-25/05/2026)	Current Actual (26/05/2024-25/05/2025)	Current Budget (26/05/2024-25/05/2025)
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Income

Levy Income	\$1,207.00	\$990.00	\$990.00
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Total Sinking Fund Income

	\$1,207.00	\$990.00	\$990.00
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Expense

R&M - General	\$480.00	\$0.00	\$450.00
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Total Sinking Fund Expense

	\$480.00	\$0.00	\$450.00
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TOTAL SINKING LEVY INCOME

	\$1,207.00	\$990.00	\$990.00
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TOTAL SINKING BUDGET

	\$1,207.00		\$990.00
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Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

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Budget Summary (26/05/2025-25/05/2026)

	Approved	1st Instalment 30/07/2025	TOTAL (26/05/2025-25/05/2026)
Administrative Fund	\$25,000.00	\$24,999.90	\$24,999.90
Sinking Fund	\$1,207.00	\$1,207.00	\$1,207.00
Contribution Schedule Total	\$26,207.00	\$26,206.90	\$26,206.90
Amount to Collect	\$26,207.00	\$26,206.90	\$26,206.90

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

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Levy Adjustment Summary (26/05/2025-25/05/2026)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 100

Due Date	Levy Period	Admin	Sinking	Total
30/07/2025	26/05/2025 - 25/05/2026	\$250.00	\$12.07	\$262.07
Financial Year Total per Units of Entitlement		\$250.00	\$12.07	\$262.07
Financial Year Aggregate		\$24,999.90	\$1,207.00	\$26,206.90
Approved Budget Amount		\$25,000.00	\$1,207.00	\$26,207.00
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

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Owner Summary (26/05/2025-25/05/2026) - Contribution Schedule

UOE	Lot(s)		1st Instalment 30/07/2025	TOTAL (26/05/2025-25/05/2026)
11	1, 3, 4, 5			
		Admin	\$2,749.98	\$2,749.98
		Sinking	\$132.77	\$132.77
		Owner Total	\$2,882.75	\$2,882.75
10	2			
		Admin	\$2,500.00	\$2,500.00
		Sinking	\$120.70	\$120.70
		Owner Total	\$2,620.70	\$2,620.70
7	6			
		Admin	\$1,750.01	\$1,750.01
		Sinking	\$84.49	\$84.49
		Owner Total	\$1,834.50	\$1,834.50
13	7, 8, 9			
		Admin	\$3,249.99	\$3,249.99
		Sinking	\$156.91	\$156.91
		Owner Total	\$3,406.90	\$3,406.90

Vantage Strata Pty Ltd
Approved Budget for Unit Title 15860

THE EST, 8 Powlett Street KALEEN

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
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Contribution Summary (26/05/2025-25/05/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 3, 4, 5	Contribution Schedule	11	\$2,749.98	\$132.77	\$0.00
	Owner Total		\$2,749.98	\$132.77	\$2,882.75
2	Contribution Schedule	10	\$2,500.00	\$120.70	\$0.00
	Owner Total		\$2,500.00	\$120.70	\$2,620.70
6	Contribution Schedule	7	\$1,750.01	\$84.49	\$0.00
	Owner Total		\$1,750.01	\$84.49	\$1,834.50
7, 8, 9	Contribution Schedule	13	\$3,249.99	\$156.91	\$0.00
	Owner Total		\$3,249.99	\$156.91	\$3,406.90
	Overall Total		\$24,999.90	\$1,207.00	\$26,206.90

Schedule	UOE
Contribution Schedule	100

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 15860

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made 3rd
of July 2025

Tick applicable box, or both boxes if applicable:

Regularly convened

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

**Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
03/07/2025	As per attached

A4 Owners corporation declaration

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

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

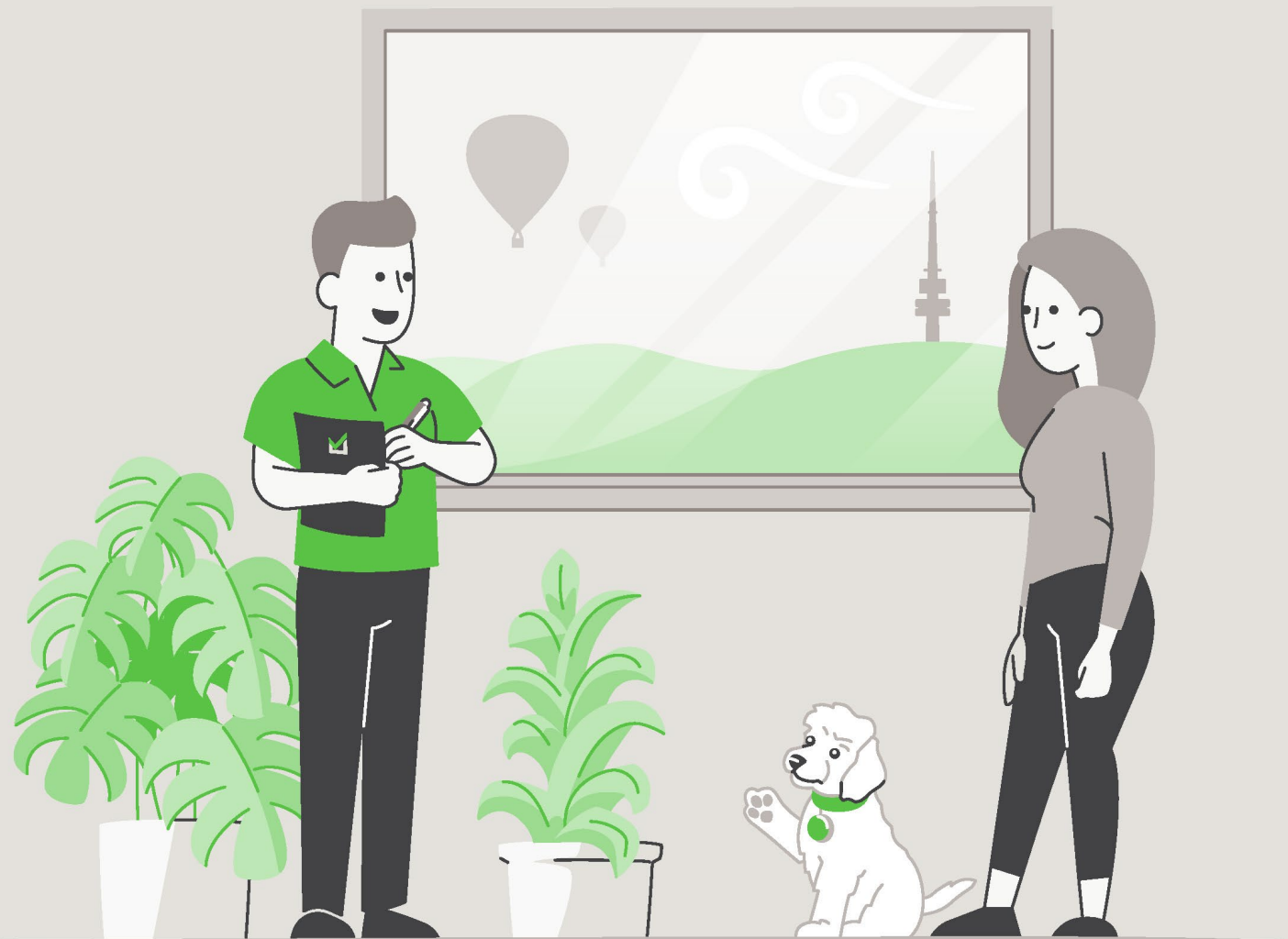
- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).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

B5 *How may reduced quorum decisions be revoked?*

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



Report



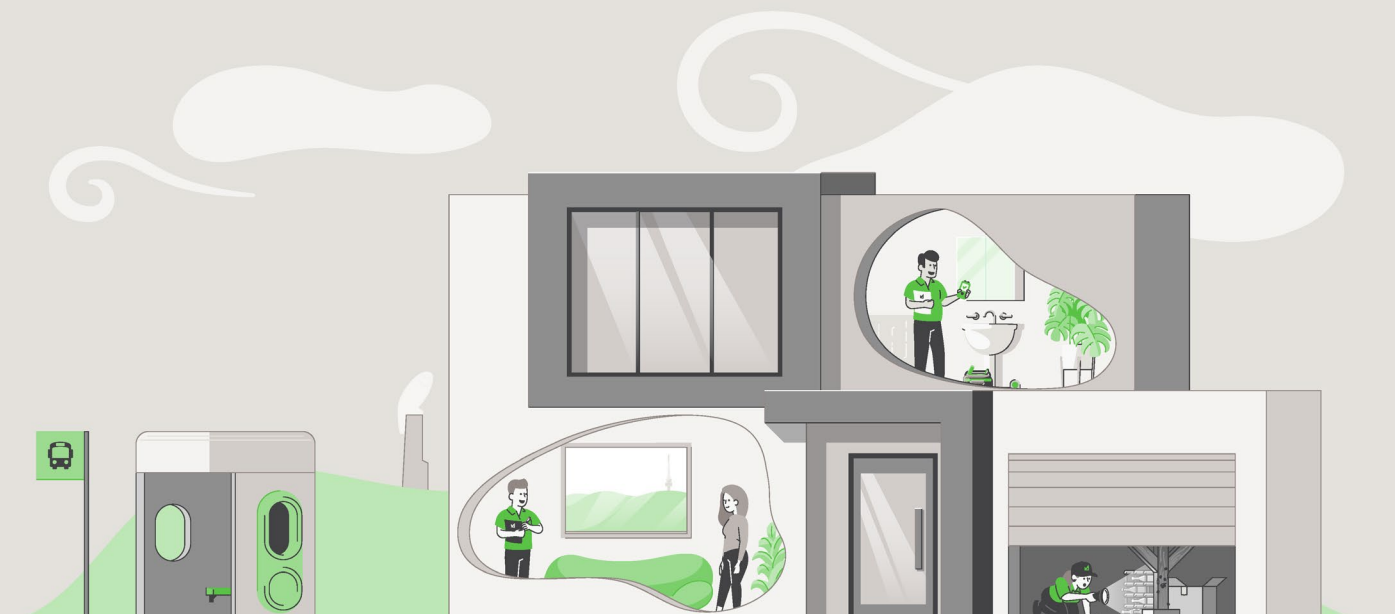
LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

The circumstances in which a Purchaser of residential property within the ACT may rely on this report in respect of the state of the property at the time of the inspection are as follows:

- (a)** The inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and
- (b)** The date on which the contract was entered into was not more than 180 days after the date of the inspection.
- (c)** The report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.
- (d)** The service requested is the Standard Inspection Report.

Building Report



CONCLUSION AND SUMMARY

The purpose of the Inspection is to identify the major defects and safety hazards associated with the property at the time of the Inspection. The Inspection and reporting are limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Above Average**

Please Note: This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Above Average
Compliance Report	No unapproved structures
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Tuesday, March 31 st 2026
Name of Assessor	Dylan Mitchell
Reference Number	69203
Address of Property Inspected	3/8 Powlett Street, Kaleen ACT 2617
Client	Grening
Unit, Block and Section	Unit 3 Block 32 Section 37 Kaleen
Year original residence COU was issued	2023
House size (approximately)	Residence: 116.00m ² Garage: 37.00m ²
Weather conditions at time of Inspection	Fine
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete and timber flooring
External walls	Predominately brick veneer
Roof framing	Timber: Truss roof framing
Roof cladding	Colorbond roof cladding
Glazing	Predominantly double-glazed windows
Cooktop	Gas cooktop
Oven	Electric oven
Dishwasher	Fisher and Paykel

*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	No inspection was made to sections of the residence and/or structures built on the side boundary
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation on top of ceiling restricting visual inspection of the ceiling framing Ducting flex and low crawl space restricting access in areas
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building
Garage	The inspection of the garage was restricted due to stored goods being kept in the area at the time of inspection

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

ENTRANCE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

KITCHEN/FAMILY/MEALS

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 3

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

ENSUITE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Bath	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

TOILET

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

ROOF CAVITY

Construction	Good
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EXTERIOR

Driveway and paths	Good. No major cracking noted
Eaves	Good
Fascia	Good
Gutters	Good
External walls	Good. No major cracking noted
Windows	Good
Fences	Good
Gate	Good
Retaining walls	Good
Site drainage	The site generally drains away from the perimeter of the building

GARAGE

Slab	Good. No major cracking noted
Ceiling	Good
Walls	Good
Garage door	Good
Is an auto opener installed on the roller door?	Yes
Access door	Good

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Client: The person or persons, for whom the Inspection Report was carried out or their Principal (i.e., the person or persons for whom the report is being obtained).

Building Consultant: A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.

Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure: The loadbearing part of the building, comprising the Primary Elements.

Primary Elements: Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams, or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

Secondary Elements: Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Finishing Elements: The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor, and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

Major Defect: A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Defect: A defect other than a Major Defect.

Safety Hazard: Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Tests: Where appropriate the carrying out of tests using the following procedures and instruments:

Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

IMPORTANT ADVICE

NB. In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The Septic Tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

1) This Report is not an all-encompassing Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

2) This is a visual Inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The Inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

4) Consumer Complaints Procedure: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

NB. In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8) Estimating Disclaimer: Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a)** The nature of the foundation material on which the building is resting,
- (b)** The design of the footings,
- (c)** The site landscape,
- (d)** The history of the cracks and,
- (e)** Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection **and** the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 3/8 Powlett Street, Kaleen ACT 2617
Client: Grening
Inspection Date: Tuesday, March 31st 2026
Inspection carried out by: Dylan Mitchell

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

(a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

(b) The inspection only covered the Readily Accessible Areas of the Building and Site. 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 and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

(c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

(d) European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

(e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

(f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

(g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

(h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexpert opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural Inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the Inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Ducting flex and low crawl space restricting access in areas.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Low/Moderate.

NB. Where the risk is considered "Moderate" or "Moderate-High" or "High", a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A termite management notice was not found in the meter box; however, due to the age of the residence a barrier system should have been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymmaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes were clear allowing the free flow of air.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard: Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

Timber Pest Detection Consultant: Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site: Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

Timber Pests: Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests: Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
- (b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
- (c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) Sounding - a technique where timber is tapped with a solid object.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 3/8 Powlett Street, Kaleen ACT 2617
Block & Section: Block 32 Section 37 Kaleen
Inspection Date: Tuesday, March 31st 2026

APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Townhouse, Garage & Alfresco – Unit 3	B20213345/A+/B	14/04/2023	Approved.

ACTPLA COMMENTS

- Block 32 was previously known as Blocks 4,5 & 6

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
M & M Surveys	Tuesday, 5 April 2022	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

Conveyancing File



CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) If yes, is there a building file with approvals on it?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there any record of incomplete building work on the building file? If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If available, copies of the following documents are provided:

• Certificate/s of Occupancy and Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Survey Certificates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Unit Plan/Unit Entitlements (if property is unit titled)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Approved Building Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Ex- government Building Plans*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If requested:

• Drainage Plan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

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) on the premises. For more information go to the Asbestos Awareness Website –

www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

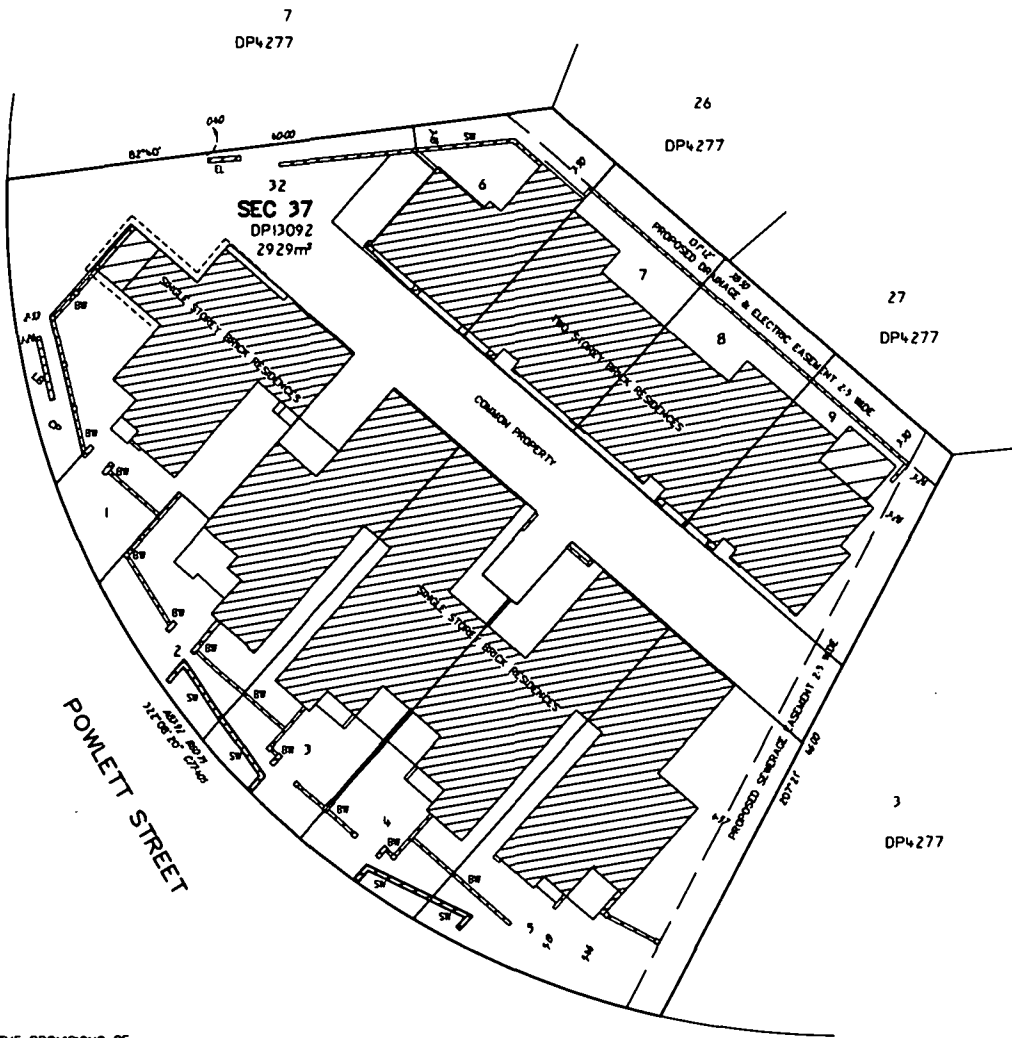
Search officer initials: Lisa

Cost of application: \$ 144.79

Date completed:

27/03/2026

LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 1 of .14.....	
SITE PLAN	
LAND DETAILS	
Block	32
Section	37
Division	KALEEN
Deposited Plan Number	13092
Volume/Folio	3002 : 914
Class of Units (A or B)	B



CP - DENOTES COMMON PROPERTY
 E - DENOTES EAVE AND GUTTER OVERHANG
 SW - DENOTES STONE WALL
 BS - DENOTES BRICK SCREEN WALL
 LB - DENOTES ELECTRICITY BOX
 LB - DENOTES BRICK LETTER BOX

POWLETT DEVELOPMENTS PTY LTD
 ACN: 630 548 524

[Signature]
 (director & secretary)

Signature of Lessee

Lyn Tankey

Lyn Tankey, 19th May 2023
 Delegate of the
 ACT Planning and Land Authority

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

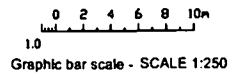
[Signature]
 David Pryor
 Registrar-General

26/05/2023

UNITS PLAN No.
15860

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

Form 1
 Form 088 - SP



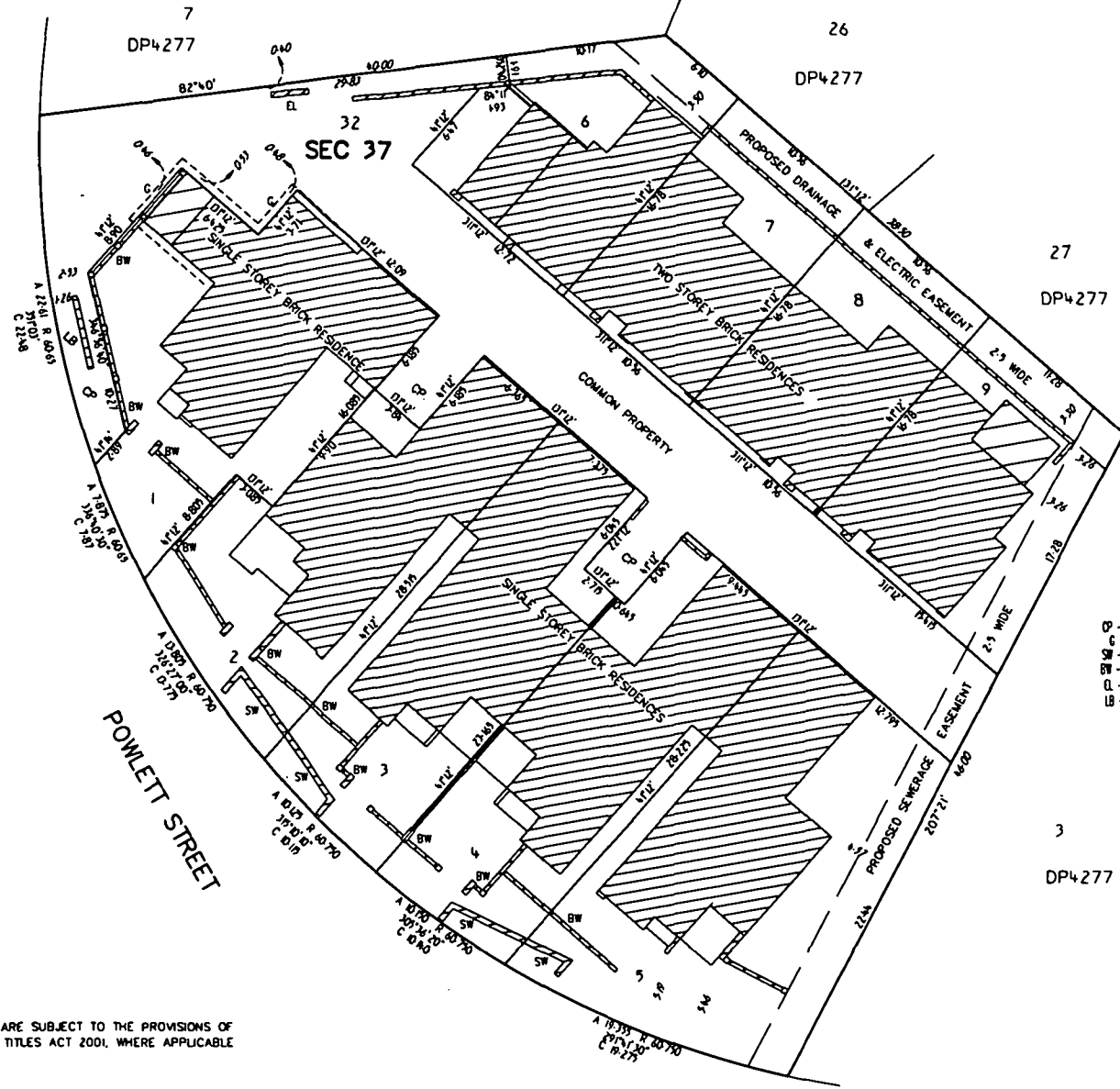
Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SURVEYORS DECLARATION
 I, Andrew Blair Spain of PO Box 3977 Weston Creek ACT 2611
 A surveyor registered under the Surveyors Act 2007, hereby certify that:
 1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 28 APRIL, 2023
 2. The survey is in accordance with the following Acts:
 • Unit Titles Act 2001;
 • Land Titles (Unit Titles) Act 1970;
 • Land Titles Act 1929 and,
 • any other Regulation made under those Acts
 and in accordance with the Surveyors Practice Directions.

[Signature]
 Signature of Registered Surveyor
 28 APRIL 2023
 Dated

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY - 3(d)(c) CANNOT APPLY IF AN ENCRICHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCRICHMENT 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
 -> All units and with subsidiaries shown in the diagrams are wholly within the parcel;
 -> The diagrams clearly indicate the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and
 -> The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted, and registered upon registration of this proposed plan, pertaining to the parcel.
 2/23 CHALLIS STREET DICKSON ACT 2002
 Address for Service of Notice
 VANTAGE STRATA
 Name of Manager / Owners Corporation

LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.3.... of ...14.....	
FLOOR PLAN	
Block	32
Section	37
Division	KALEEN
FLOOR NUMBER	GROUND



- CP - DENOTES COMMON PROPERTY
- G - DENOTES GAVE AND GUTTER OVERHANG
- SW - DENOTES STONE WALL
- BW - DENOTES BRICK SCREEN WALL
- EL - DENOTES ELECTRICITY BOX
- LB - DENOTES BRICK LETTER BOX

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

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1:200

UNITS PLAN No.
15860



Policy Number 140076100BWI-5

POWLETT DEVELOPMENTS PTY LTD
41 MARANUNGA CRESCENT
CRACE 2911

Name of Intermediary

CBN - ACT BUILDERS WARRANTY
PO BOX
Y3136 ST GEORGES TERRACE PERTH WA
6000

Account Number

14BWICBN

Date Issued

23/06/2021

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with the Building Act 2004 and Regulations have been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of Residential Building Work as described in the Schedule herein.

In Respect of	NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE
At	3/8 POWLETT STREET KALEEN ACT 2617
Carried Out By	BUILDER VILLELAND CONSTRUCTIONS PTY LT ABN: 43 647 484 464
Declared Contract Price	\$302,045.00
Contract Date	30/04/2021
Builders Registration No.	U2021158
Building Owner / Beneficiary	POWLETT DEVELOPMENTS PTY LTD

Subject to the Building Act 2004 and Regulations and the conditions of the insurance contract, cover will be provided to the Building Owner/ Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

For and behalf of

QBE Insurance (Australia) Limited.

IMPORTANT NOTICE:

This certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

Job# 47754
5 April 2022

Status Living
C/- building@statusliving.com.au

Re: 8 Powlett Street, Kaleen

Dear Sir

As instructed, we have surveyed the land at Kaleen, in the Division of Kaleen, District of Belconnen, having a curved frontage of 83.92 metres arc to Powlett Street, being **Block 32 Section 37 Deposited Plan No. 13092** as shown in the sketch on Page 2.

Upon this land stands the concrete foundations of 3 buildings in the course of erection to be on completion a 9 residences.

The sketch on Page 2 shows the position of the concrete foundations relative to the boundaries and levels of the concrete slab on Australian Height Datum (A.H.D). The land is subject to a Proposed Drainage and Electricity Supply Easement 2.5 metres wide and a Proposed Sewerage Service Easement 2.5 metres wide,

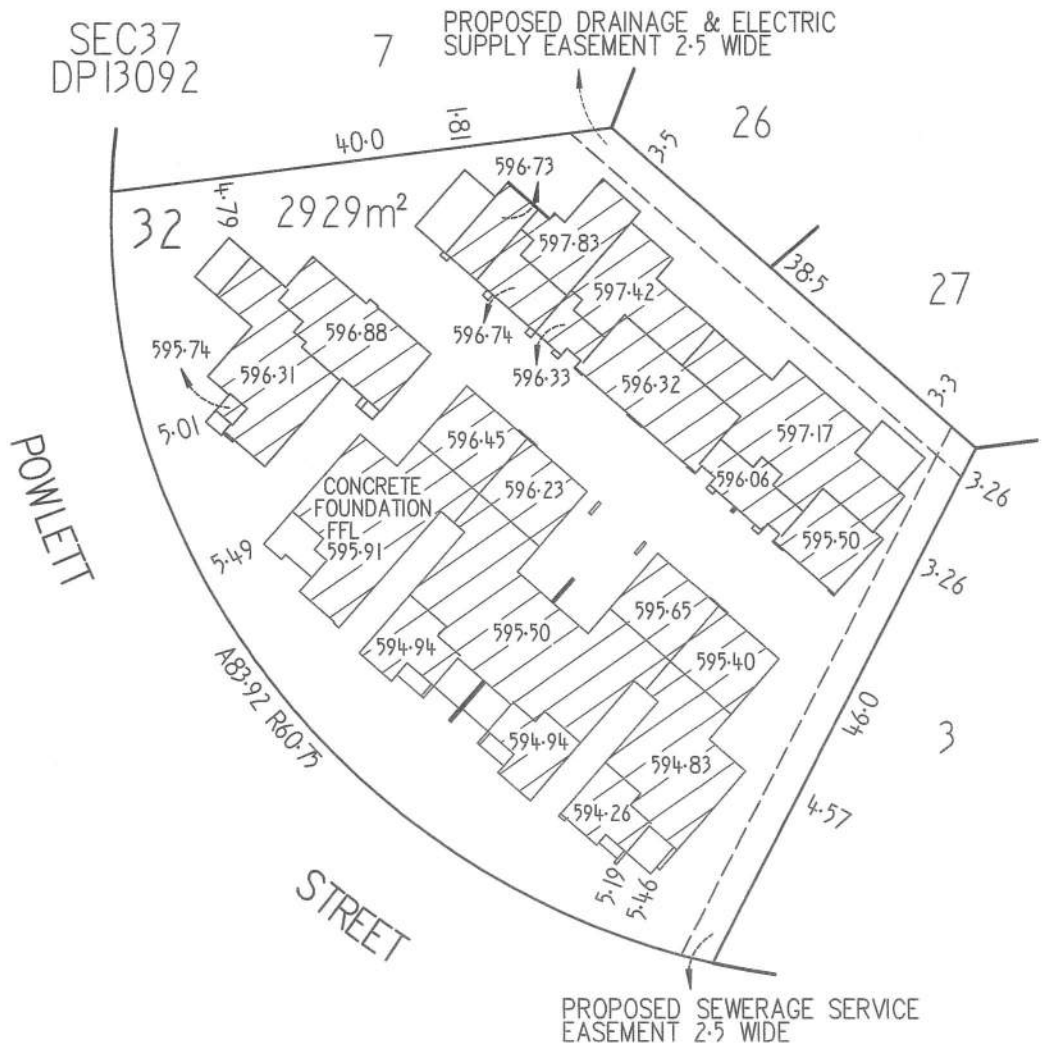
Other than as stated above, there are no apparent encroachments upon this land or by this property on adjoining lands or street.

Yours faithfully



Robert Richards
Registered Surveyor

cc. Surveyor General of the ACT



SCALE 1:600
LENGTHS ARE IN METRES





Certificate of Occupancy and Use

Certificate No.: **B20213345C1**

Access Canberra Land, Planning and Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	32	37	KALEEN	BELCONNEN	Australian Capital Territory

Plans
B20213345/A
B20213345/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New	DA EXEMPT-TOWNHOUSE	Townhouse Development - Units 1 to 9	NA	1 to 9	B20213345N1	VILLELAND CONSTRUCTIONS PTY LTD
10a	New	DA EXEMPT-GARAGE	Garage & Alfresco - Units 1 to 9	NA	1 to 9	B20213345N1	VILLELAND CONSTRUCTIONS PTY LTD

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Ashleigh Morris

Issued on: 14/04/2023

Delegate of the ACT Construction Occupations Registrar.

Area Schedule	Name	Area	Site Area	Plot Ratio
UNIT 1 LIVING	116 m ²		4.0%	
UNIT 1 GARAGE	39 m ²		1.3%	
UNIT 01 GFA	155 m ²		5.3%	
UNIT 2 LIVING	110 m ²		3.7%	
UNIT 2 GARAGE	37 m ²		1.3%	
UNIT 02 GFA	147 m ²		5.0%	
UNIT 3 LIVING	116 m ²		4.0%	
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UNIT 6 GARAGE	21 m ²		0.7%	
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UNIT 9 - GARAGE	37 m ²		1.2%	
UNIT 09 GFA	165 m ²		5.6%	
REMAINING / TOTAL AREA	1390 m ²	2930 m ²	52.6%	
GRAND TOTAL =	1540 m ²	2930 m ²	52.6%	

FENCING:
SIDE FENCES & GATES 1.8M HIGH LAP & CAP.
FENCING ON BOUNDARY TO AGREEMENT WITH NEIGHBOURS.

NOTE:

A MIN OF 50% OF THE POS IS TO BE RETAINED AS PLANTING AREA TO COMPLY WITH TERRITORY PLAN - R50 FOOTPATH IN VERGE IS NOT TO BE DISTURBED BY DRIVEWAY. RL'S TO BE WITHIN 300MM OF SPECIFIED HEIGHT. RETAINING WALLS MUST BE NO GREATER THAN 500MM ABOVE OR BELOW NGL AND COMPLY WITH BSR REQUIREMENTS.

CONCRETE DRIVEWAY:

DESIGNED TO AS3727 MIN.100MM THICK GRADE 32 CONCRETE ON 75MM LAYER OF COMPACTED SUB-BASE. GRADIENT NOT TO EXCEED 20%. TO BE CONSTRUCTED IN ACCORDANCE WITH LEASE AND DEVELOPMENT CONDITIONS AND ANY REQUIREMENTS OF TAMS.

VERGE MANAGEMENT:

INSTALL 1800MM CHAIN MESH FENCE SUPPORTED BY 2400MM TALL STAR STEEL POSTS AROUND VERGES AND RETAINED VEGETATION. ENSURE ADEQUATE WATER IS APPLIED TO THE ROOT ZONE OF RETAINED TREES THROUGHOUT THE CONSTRUCTION PERIOD. ALL WORK IS TO BE IN ACCORDANCE WITH THE "CANBERRA LANDSCAPE GUIDELINES" AND THE BASIC SPECIFICATIONS FOR ROADS HYDRAULICS AND LANDSCAPE, JULY 1991. IT IS THE RESPONSIBILITY OF THE BUILDER TO ENSURE THAT ANY DISTURBANCES TO THE VERGE GROUND COVER, TREES, PATHS, KERBS, ROADWAYS OR SERVICES OCCURRING FROM EITHER CONSTRUCTION WORKS ARE RECTIFIED TO THE SATISFACTION OF RELEVANT AUTHORITIES. AT THE COMPLETION OF CONSTRUCTION, VERGES SHOULD STILL HAVE ESTABLISHED DRYLAND GRASS COVER. TOPSOIL IS NOT TO BE REMOVED AND LEVELS NOT TO BE CHANGED. NO CAR PARKING OR EQUIPMENT PARKING PERMITTED ON VERGES OR UNDER DRIPLINE OF RETAINED TREES. NO SITE SHEDS, STORAGE SHEDS, SITE AMENITIES OR BILLBOARDS TO BE ERECTED ON VERGES OR UNDER DRIPLINE OF RETAINED TREES. NO CONSTRUCTION MATERIAL TO BE STORED ON VERGES OR UNDER DRIPLINE OF RETAINED TREES

EARTHWORKS:

ALL CUTS AND FFL TO BE VERIFIED ON SITE BY REGISTERED SURVEYOR. RESPONSIBILITY OF BUILDER TO CONFIRM. NO PART OF CUT SHOULD ENCRONCH BOUNDARY OR EASEMENT.

SEDIMENT AND EROSION CONTROL:

DEVELOPMENT COMPLIES WITH THE ACT ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION AND LAND DEVELOPMENT. PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES - BEST PRACTICES GUIDELINES

NOTE:

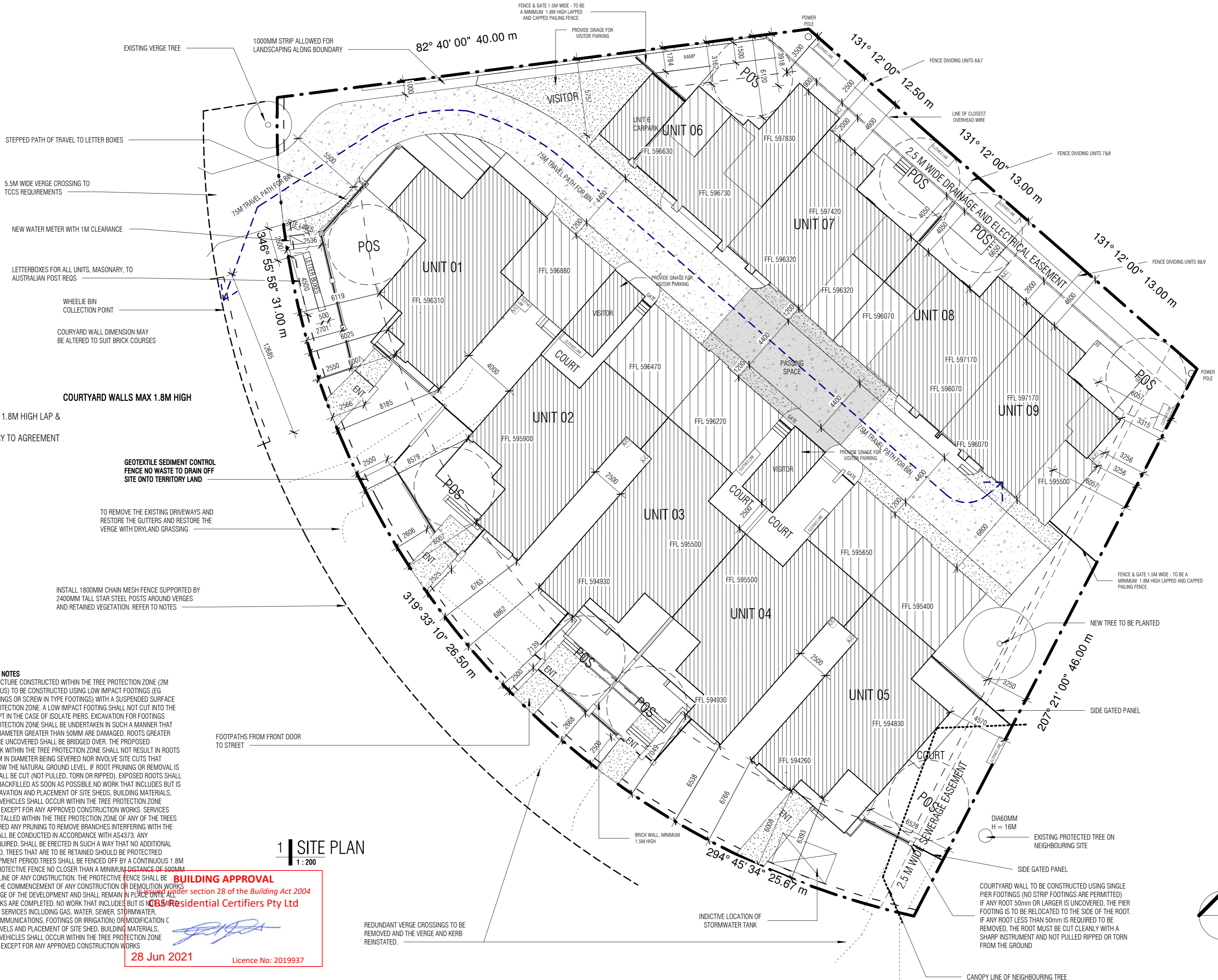
IF NO SURVEY PLAN IS PROVIDED, ALL LEVELS AND CONTOURS ARE INDICATIVE ONLY AND TO BE CONFIRMED BY BUILDER/OWNER.

WATER TANKS:

WATER TANKS TO BE PROVIDED WITH A TAP AND OVERFLOW SYSTEM. LOCATION OF WATER TANKS INDICATIVE ONLY AND TO BE CONFIRMED BY PLUMBER AND BY CLIENT. WATER TANKS FOR UNITS 6, 7, 8 & 9 TO BE LOCATED AT THE REAR POS AREAS. WATER TANK FOR UNIT 1 ON SIDE OF UNIT. WATER TANKS FOR UNITS 2, 3 & 4 TO BE LOCATED EITHER ON SIDE OF UNIT OR IN REAR COURTYARD AREAS ADJACENT TO GARAGES.

TREE MANAGEMENT NOTES

THE PROPOSED STRUCTURE CONSTRUCTED WITHIN THE TREE PROTECTION ZONE (2M FROM THE TREE RADIUS) IS TO BE CONSTRUCTED USING LOW IMPACT FOOTINGS (EG REBATED EDGE FOOTINGS OR SCREW IN TYPE FOOTINGS) WITH A SUSPENDED SURFACE WITHIN THE TREE PROTECTION ZONE. A LOW IMPACT FOOTING SHALL NOT CUT INTO THE ROOT SYSTEM, EXCEPT IN THE CASE OF ISOLATE PIERS. EXCAVATION FOR FOOTINGS WITHIN THE TREE PROTECTION ZONE SHALL BE UNDERTAKEN IN SUCH A MANNER THAT NOT ROOTS WITH A DIAMETER GREATER THAN 50MM ARE DAMAGED. ROOTS GREATER THAN 50MM THAT ARE UNCOVERED SHALL BE BRIDGED OVER. THE PROPOSED CONSTRUCTION WORK WITHIN THE TREE PROTECTION ZONE SHALL NOT RESULT IN ROOTS GREATER THAN 20MM IN DIAMETER BEING SEVERED NOR INVOLVE SITE CUTS THAT EXCEED 100MM BELOW THE NATURAL GROUND LEVEL. IF ROOT PRUNING OR REMOVAL IS REQUIRED ROOTS SHALL BE CUT (NOT PULLED, TORN OR RIPPED), EXPOSED ROOTS SHALL BE KEPT DAMP AND BACKFILLED AS SOON AS POSSIBLE. NO WORK THAT INCLUDES BUT IS NOT LIMITED TO, EXCAVATION AND PLACEMENT OF SITE SHEDS, BUILDING MATERIALS, EQUIPMENT, FILL OR VEHICLES SHALL OCCUR WITHIN THE TREE PROTECTION ZONE (CANOPY LINE +2M) EXCEPT FOR ANY APPROVED CONSTRUCTION WORKS. SERVICES THAT NEED TO BE INSTALLED WITHIN THE TREE PROTECTION ZONE OF ANY OF THE TREES SHALL BE UNDER BORED ANY PRUNING TO REMOVE BRANCHES INTERFERING WITH THE BUILDING WALLS SHALL BE CONDUCTED IN ACCORDANCE WITH AS4373. ANY SCAFFOLDING, IF REQUIRED, SHALL BE ERRECTED IN SUCH A WAY THAT NO ADDITIONAL PRUNING IS REQUIRED. TREES THAT ARE TO BE RETAINED SHOULD BE PROTECTED DURING THE DEVELOPMENT PERIOD. TREES SHALL BE FENCED OFF BY A CONTINUOUS 1.8M HIGH CHAIN MESH PROTECTIVE FENCE NO CLOSER THAN A MINIMUM DISTANCE OF 500MM FOR THE PROPOSED LINE OF ANY CONSTRUCTION. THE PROTECTIVE FENCE SHALL BE ERRECTED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION OR DEMOLITION WORKS ON ANY PART OR STAGE OF THE DEVELOPMENT AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION WORKS ARE COMPLETED. NO WORK THAT INCLUDES BUT IS NOT LIMITED TO, EXCAVATION (FOR SERVICES INCLUDING GAS, WATER, SEWER, STORMWATER, ELECTRICITY, TELECOMMUNICATIONS, FOOTINGS OR IRRIGATION) OR MODIFICATION C EXISTING GROUND LEVELS AND PLACEMENT OF SITE SHED, BUILDING MATERIALS, EQUIPMENT, FILL OR VEHICLES SHALL OCCUR WITHIN THE TREE PROTECTION ZONE (CANOPY LINE +2M) EXCEPT FOR ANY APPROVED CONSTRUCTION WORKS



BUILDING APPROVAL
PLACED UNDER SECTION 28 OF THE BUILDING ACT 2004
RESIDENTIAL CERTIFIERS PTY LTD
28 Jun 2021 Licence No: 2019937

1 | SITE PLAN
1 : 200

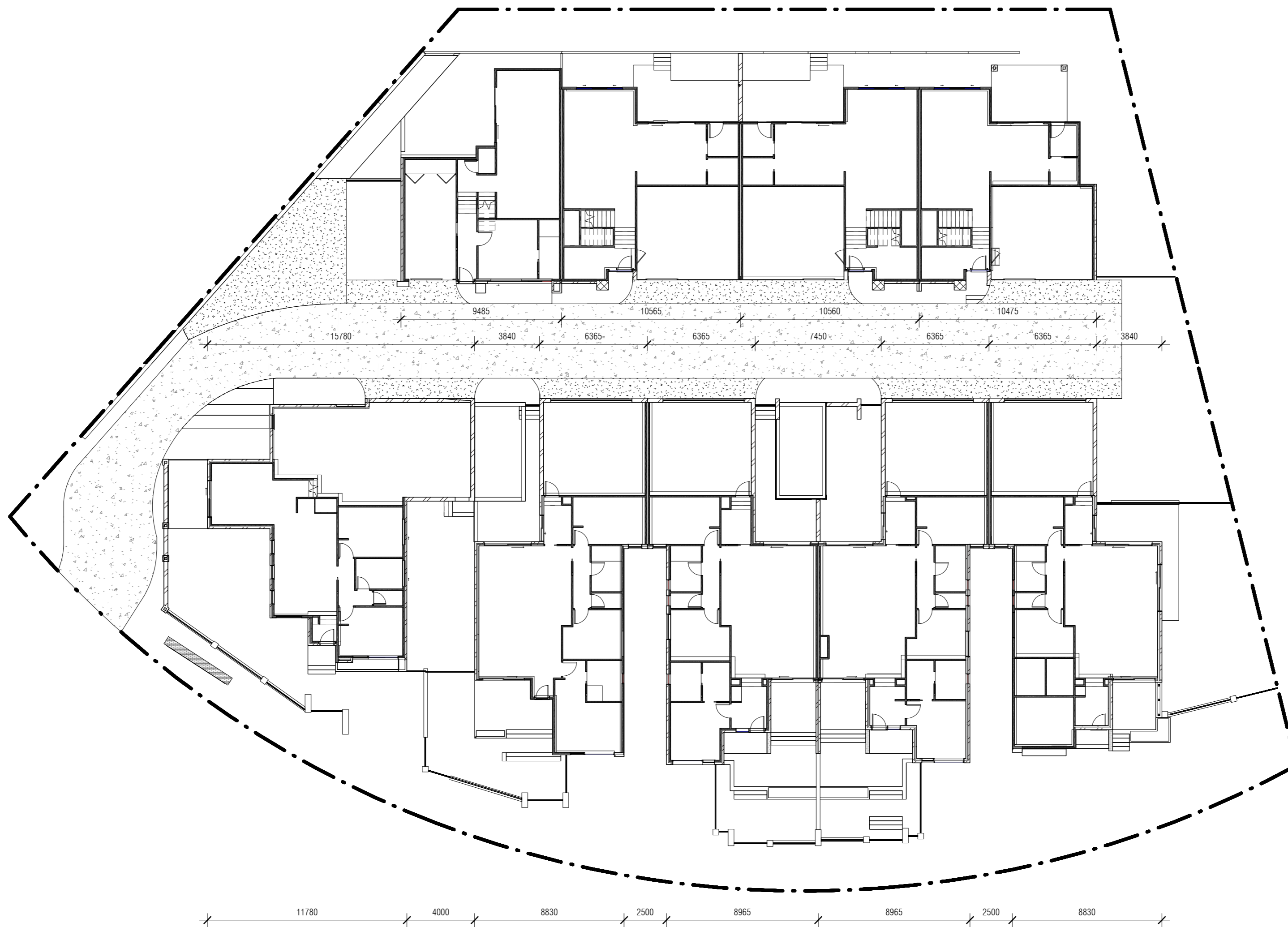
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REV	ISSUED	REVISION CONCEPT	DESCRIPTION	BLOCK	SECTION	CLIENT
2	02.06.17	REVISION CONCEPT		4+5+6	37	QI ZHANG
3	15.06.17	REVISION CONCEPT				
A	23.06.17	DA		SUBURB		
B	29.03.18	DA REVISION		KALEEN		
C	27.04.18	DA REVISION		ADDRESS		
D	22.05.18	DA REVISION		8+10+12 POWLETT STREET		
E	03.07.18	DA REVISION				
F	05.07.18	DA REVISION				
G	10.04.19	CONCEPT				
H	24.05.21	CHANGES				

AREA SCHEDULE

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 CBS Residential Certifiers Pty Ltd

[Signature]

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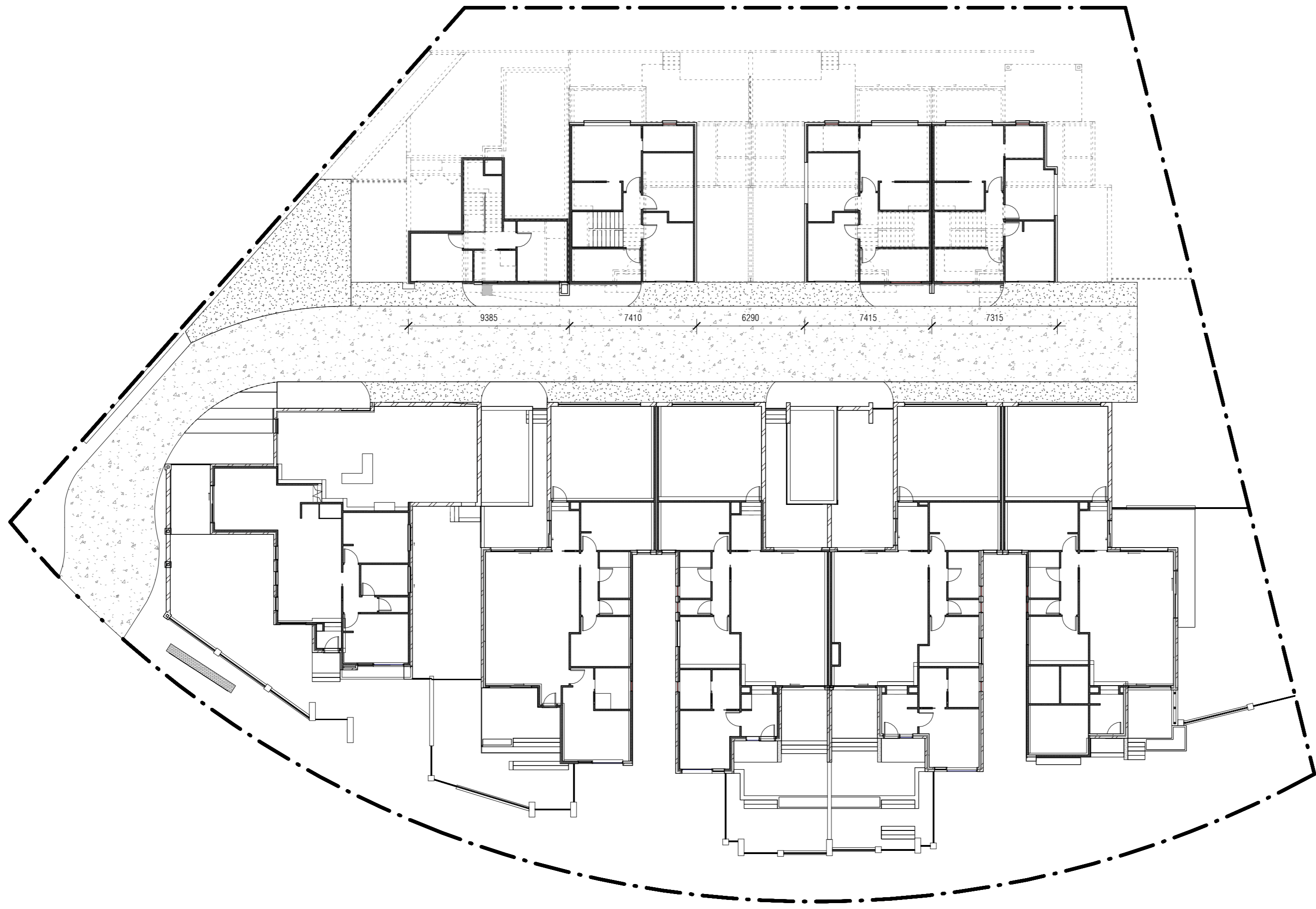
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PROJECT	UNIT COMPLEX
DRAWING TITLE	OVERALL FLOOR PLANS LOWER
PROJECT No	1634
SHEET	018
SCALE	1 : 200
SHEET SIZE	a2
DRAWN BY	PAVEL NIKOLOSKI & KURT GALBORY

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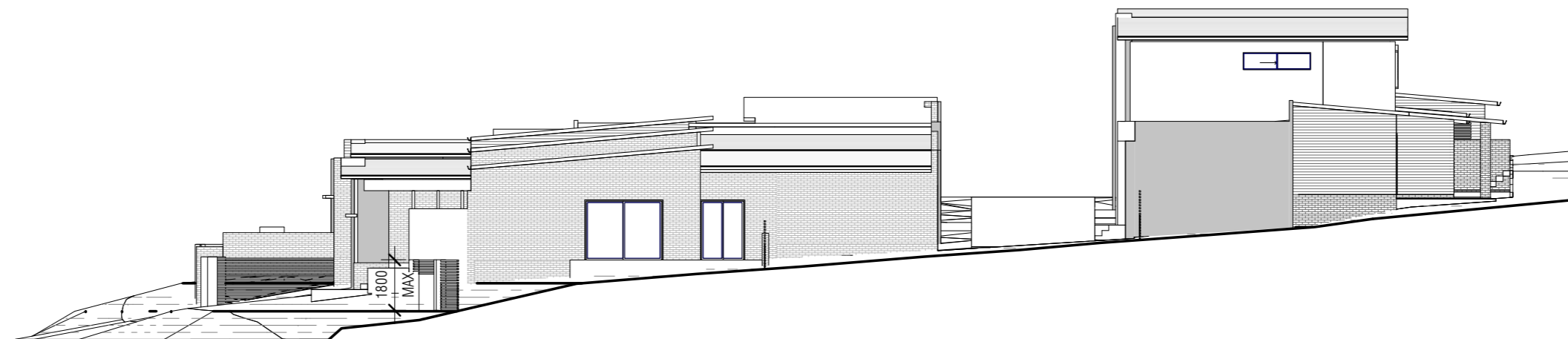
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1 | NORTH ELEVATION
1 : 200



2 | EAST ELEVATION
1 : 200



3 | SOUTH ELEVATION
1 : 200



4 | WEST ELEVATION
1 : 200

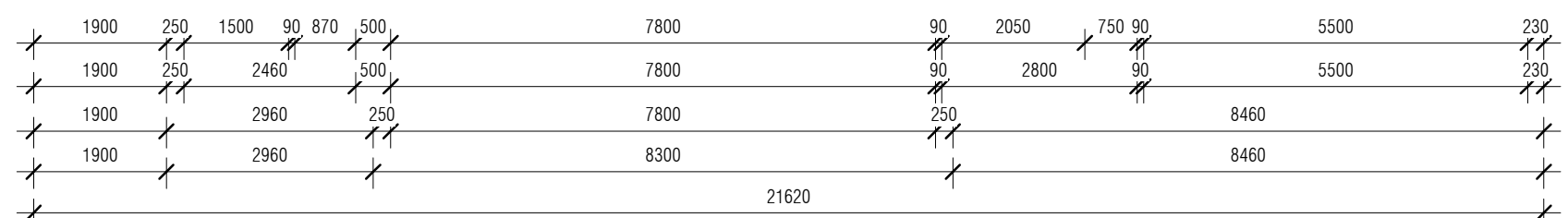
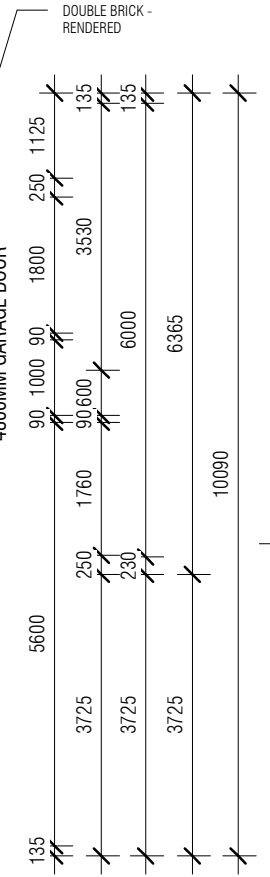
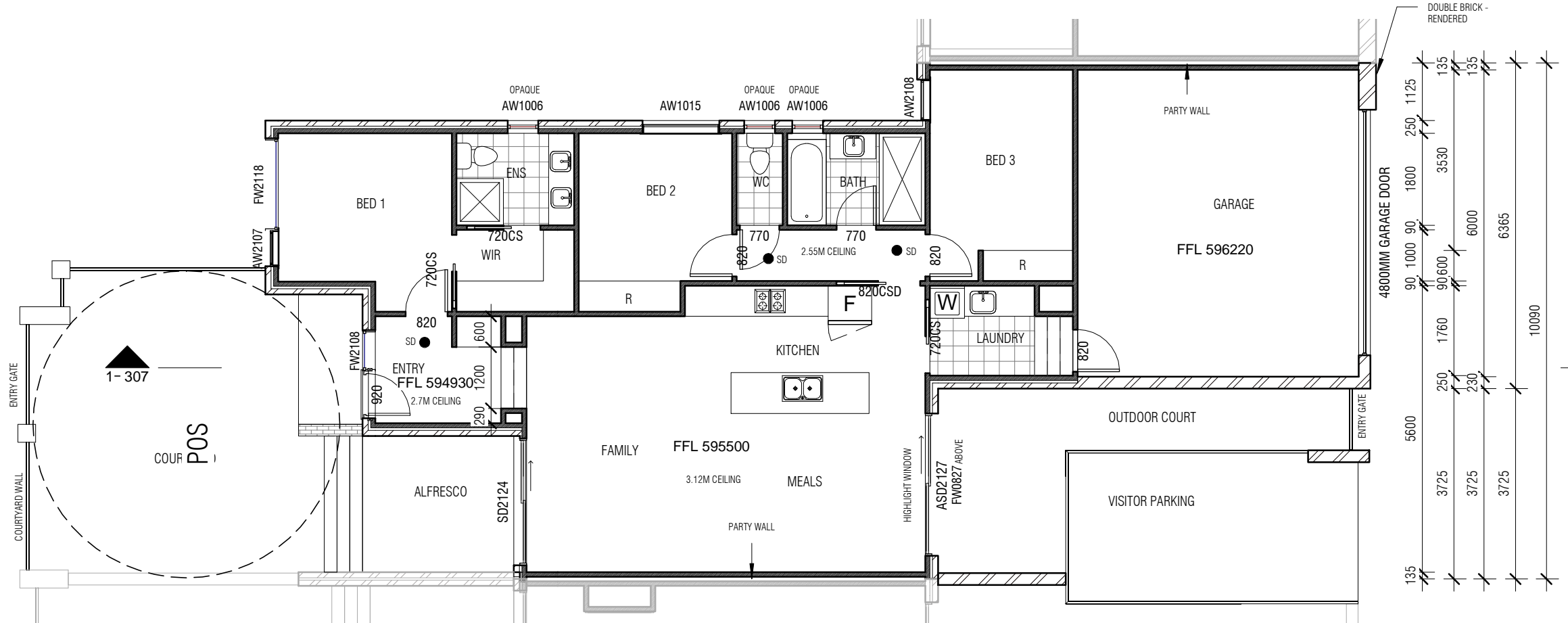
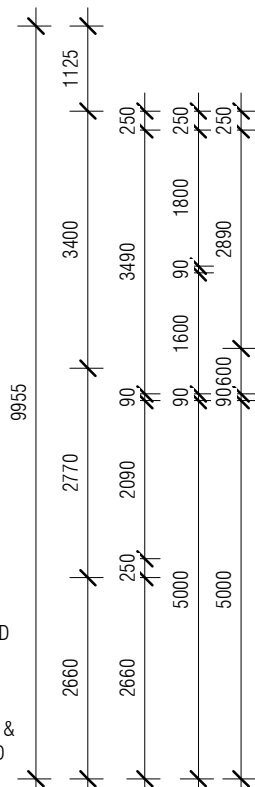
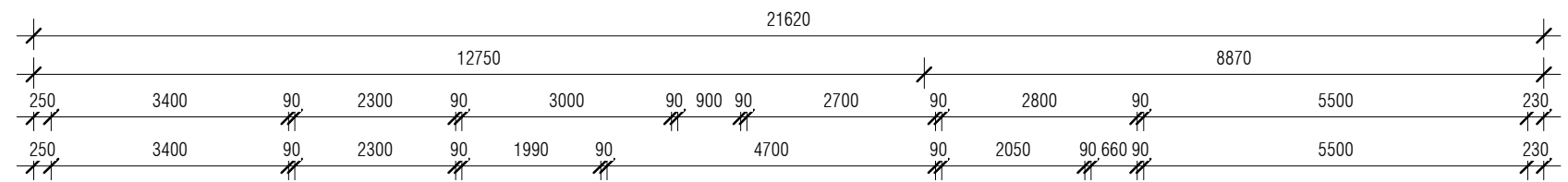
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28 Jun 2021 Licence No: 2019937



NOTES:
WINDOWS AND SLIDING DOOR
 ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED AND TO AUSTRALIAN STANDARDS. PROVIDE ALL NECESSARY MATERIAL, FIXING, FRAMES, GLAZING, FLY SCREENS & THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES & CODES. ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS & THE LIKE ENSURING CORRECT PROTECTION FROM THE WATER AND THE LIKE.

SMOKE DETECTORS: PROVIDE MAINS POWERED SMOKE ALARMS INSTALLED TO AS 3786-2010 AND WIRED IN ACCORDANCE WITH AS 3000 (LOCATIONS ARE INDICATIVE ONLY).

WATERPROOFING:
 WET AREA TO COMPLY WITH AS 3740-2010 FOR GENERAL BATHROOM FLOOR. MINIMUM 1:100 FALL TO WASTE. SHOWER FLOOR: SUFFICIENT TO PREVENT WATER BEING RETAINED ON SHOWER FLOOR, OR DISCHARGED OUTSIDE SHOWER AREA. WATERPROOFING MEMBRANE IN ACCORDANCE WITH AS/NZS 4858.

1 FLOOR PLAN
 1 : 100

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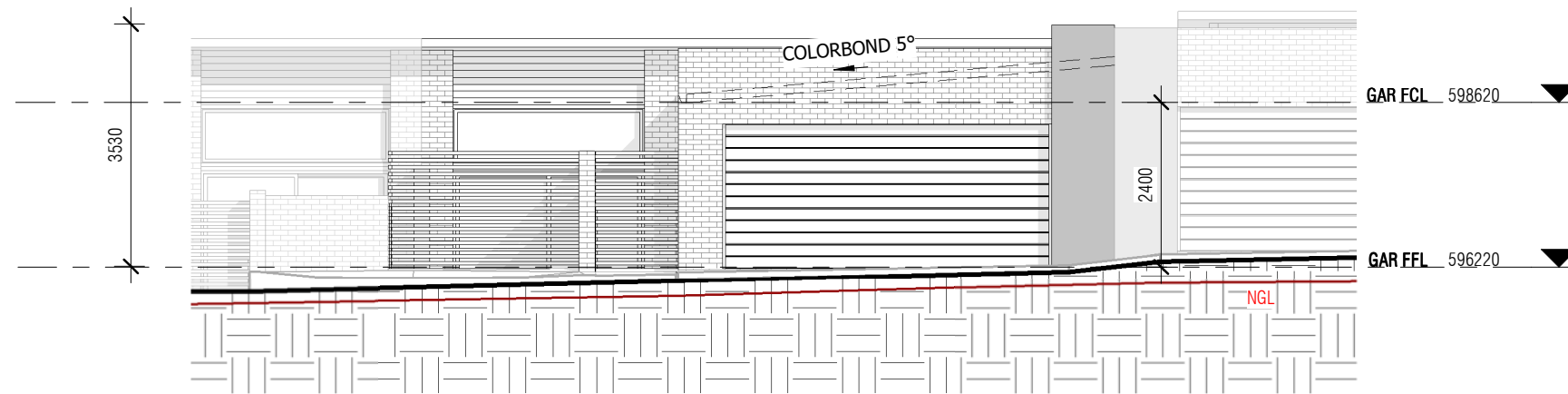
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HOME SOLUTIONS ARCHITECTURE
 DESIGN DRAFTING 3D IMAGING
 PHONE - 02 62601042 EMAIL - INFO@HSOL.COM.AU

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B	13.02.18	DA REVISION	KALEEN		
C	15.02.18	DA REVISION	ADDRESS		
D	15.03.18	DA REVISION	8+10+12 POWLETT STREET		
E	27.04.18	DA REVISION			
F	03.07.18	DA REVISION			
G	10.04.19	CONCEPT			
H	24.05.21	CHANGES			

DRAWING TITLE		
FLOOR PLAN - UNIT 3		
PROJECT N#	SHEET	SCALE
1634	304	1 : 100
SHEET SIZE	DRAWN BY	
a3	PAVEL NIKOLOSKI & KURT GALBORY	







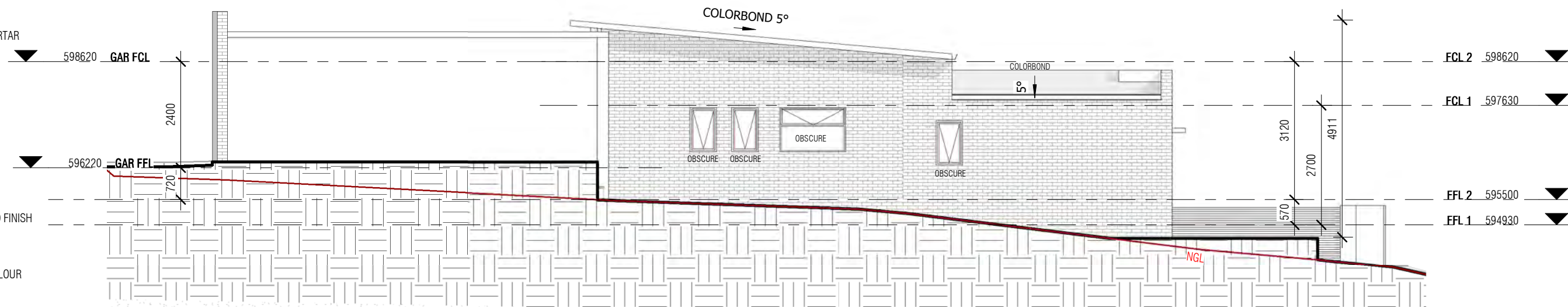
1 | EAST ELEVATION
1 : 100

BUILDING APPROVAL
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CBS Residential Certifiers Pty Ltd


28 Jun 2021 Licence No: 2019937

MATERIALS SCHEDULE

-  RENDER: BRICK WITH SMOOTH CEMENT RENDER FINISH, COLOUR AS SELECTED BY OWNER
-  FACE BRICK: AS SELECTED, WITH RAKED MORTAR JOINTS, MORTAR TO AS3700 STANDARD
-  CLADDING: HORIZONTAL WALL CLADDING - RENDERED, COLOUR AS SELECTED
-  FOAM RENDERED:
COLOUR 1: WHITE
COLOUR 2: GREY
- ROOFING: ROOF AS SELECTED
- EAVES: ALL EAVES HARDIFLEX WITH PAINTED FINISH
- FENCE: TIMBER FENCE 50% TRANSPARENT
- GARAGE DOOR: PANELIFT GARAGE DOOR, COLOUR AS SELECTED BY OWNER
- WINDOWS: ALL NEW ALUMINIUM WINDOWS AND EXTERNAL DOORS TO AUSTRALIAN STANDARD



2 | NORTH ELEVATION
1 : 100

HOME SOLUTIONS
ARCHITECTURE

DESIGN DRAFTING 3D IMAGING

PHONE - 02 62601042 EMAIL - INFO@HSOL.COM.AU

NOTE

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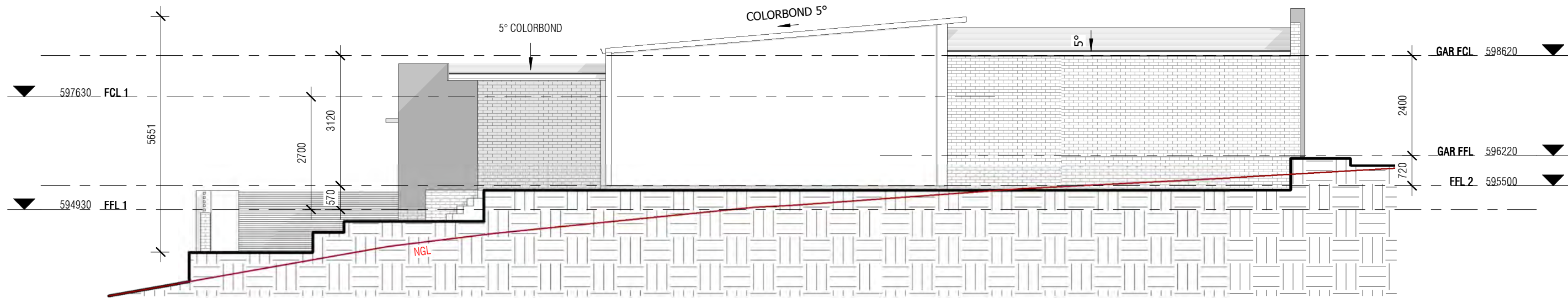
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A	21.06.17	DA
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G	10.04.19	CONCEPT
H	24.05.21	CHANGES

BLOCK 4+5+6
SECTION 37
SUBURB KALEEN
ADDRESS 8+10+12 POWLETT STREET

CLIENT **QI ZHANG**
PROJECT **UNIT COMPLEX**

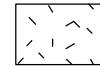
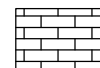
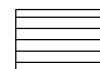

DRAWING TITLE
**ELEVATIONS PLAN
1-UNIT 3**

PROJECT N# 1634	SHEET 305	SCALE 1 : 100
SHEET SIZE a3	DRAWN BY PAVEL NIKOLOSKI & KURT GALBORY	



1 | SOUTH ELEVATION
1:100

MATERIALS SCHEDULE

-  RENDER: BRICK WITH SMOOTH CEMENT RENDER FINISH, COLOUR AS SELECTED BY OWNER
-  FACE BRICK: AS SELECTED, WITH RAKED MORTAR JOINTS, MORTAR TO AS3700 STANDARD
-  CLADDING: HORIZONTAL WALL CLADDING - RENDERED, COLOUR AS SELECTED
-  FOAM RENDERED: COLOUR 1: WHITE COLOUR 2: GREY
- ROOFING: ROOF AS SELECTED
- EAVES: ALL EAVES HARDIFLEX WITH PAINTED FINISH
- FENCE: TIMBER FENCE 50% TRANSPARENT
- GARAGE DOOR: PANELIFT GARAGE DOOR, COLOUR AS SELECTED BY OWNER
- WINDOWS: ALL NEW ALUMINIUM WINDOWS AND EXTERNAL DOORS TO AUSTRALIAN STANDARD



2 | WEST ELEVATION
1:100

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DESIGN DRAFTING 3D IMAGING

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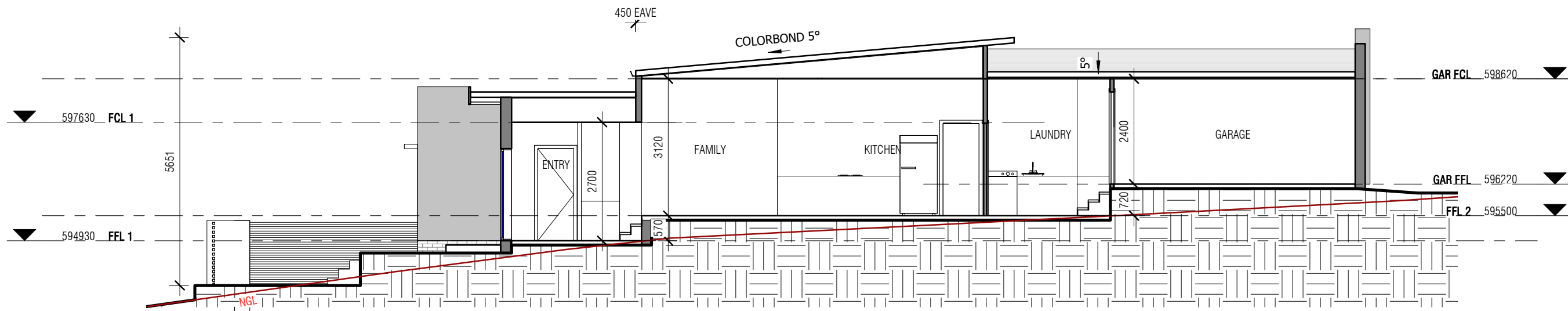
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C	15.02.18	DA REVISION
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E	27.04.18	DA REVISION
F	03.07.18	DA REVISION
G	10.04.19	CONCEPT
H	24.05.21	CHANGES

BLOCK 4+5+6
SECTION 37
SUBURB KALEEN
ADDRESS 8+10+12 POWLETT STREET

CLIENT QI ZHANG
PROJECT UNIT COMPLEX

DRAWING TITLE ELEVATIONS PLAN
2-UNIT 3
PROJECT N# 1634 SHEET 306 SCALE 1:100
SHEET SIZE a3 DRAWN BY PAVEL NIKOLOSKI & KURT GALBORY



1 | SECTION AA
1 : 100

NOTES:

- ROOF TRUSSES**
TIMBER ROOF TRUSSES@ 600C. BY UNIVERSAL TRUSSES. MANUFACTURED TO BCA & AUST.STANDARD.
- LINTEL**
SIZE TO TRUSS MANUFACTURERS CHART.COLORBOND FASCIA AND GUTTER AS SELECTED. PROVIDE ROOF LIGHTS & VENTILATION TO COMPLY WITH BCA.
ROOF PLUMBING, FLASHING & THE LIKE TO COMPLY WITH AUSTRALIAN STANDARDS
- INTERNAL LININGS**
-GYPROCK TO ALL ROOMS.
-FIBROUS CEMENT SHEET WALL LINING TO WET AREAS.
- WALL FRAMES:** TIMBER WALL FRAMES BY UNIVERSAL TRUSSES. MANUFACTURED TO BCA & AS 1684.2-1999
- FLOOR TRUSSES**
TIMBER FLOOR TRUSSES BY UNIVERSAL TRUSSES. MANUFACTURED TO BCA & AUST.STANDARD
- FOOTINGS**
ALL CONCRETE FOOTINGS AND SLABS TO BE IN ACCORDANCE WITH S.A.A CODE 2870.1 & ENGINEER'S SPECIFICATION. PROVIDE CONTINUOUS DAMPROOF MEMBRANE UNDER SLAB. PROVIDE DAMPROOF COURSE AT BEARER SEATING LEVELS, PROVIDE STEPPED CAVITY FLASHING WITH WEEP HOLE AT 1200MM CENTERS TO THE EXTERNAL BRICK SKIN AT GROUND FLOOR LEVEL, UNDER WINDOW SILLS AND BRICKWORK ABOVE WINDOWS.
- BRICKWORK**
AS SELECTED. BONDED IN STRETCHER BOND. MORTAR TO COMPLY RELEVANT CODES AND AUSTRALIAN STANDARDS.
- LINTELS FOR BRICKWORK**
ALL BEAMS & LINTELS WORK AS PER ENGINEER'S SPECIFICATION & MANUFACTURER'S TABLE.
- STAIRS, BALUSTRADES AND HANDRAILS**
THE HEIGHT OF THE BALUSTRADE ON A FINISHED FLOOR LEVEL, BALCONY, LANDING OR PATH MUST BE ABOVE 1000MM. OPENINGS IN THE BALUSTRADES MUST BE CONSTRUCTED SO THAT ANY OPENING DOES NOT PERMIT A 125MM SPHERE TO PASS THROUGH IT. THIS SPACE IS TESTED ABOVE THE NOSING LINE ONLY. A HANDRAIL SHOULD BE PROVIDED ALONG AT LEAST ONE SIDE OF THE STAIRS. THE HANDRAILS SHOULD BE CONTINUOUS. ALL STAIRS, BALUSTRADES AND HANDRAILS SHALL COMPLY WITH AS AND BCA.

BUILDING APPROVAL
Is issued under section 28 of the *Building Act 2004*
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28 Jun 2021 Licence No: 2019937



DESIGN DRAFTING 3D IMAGING

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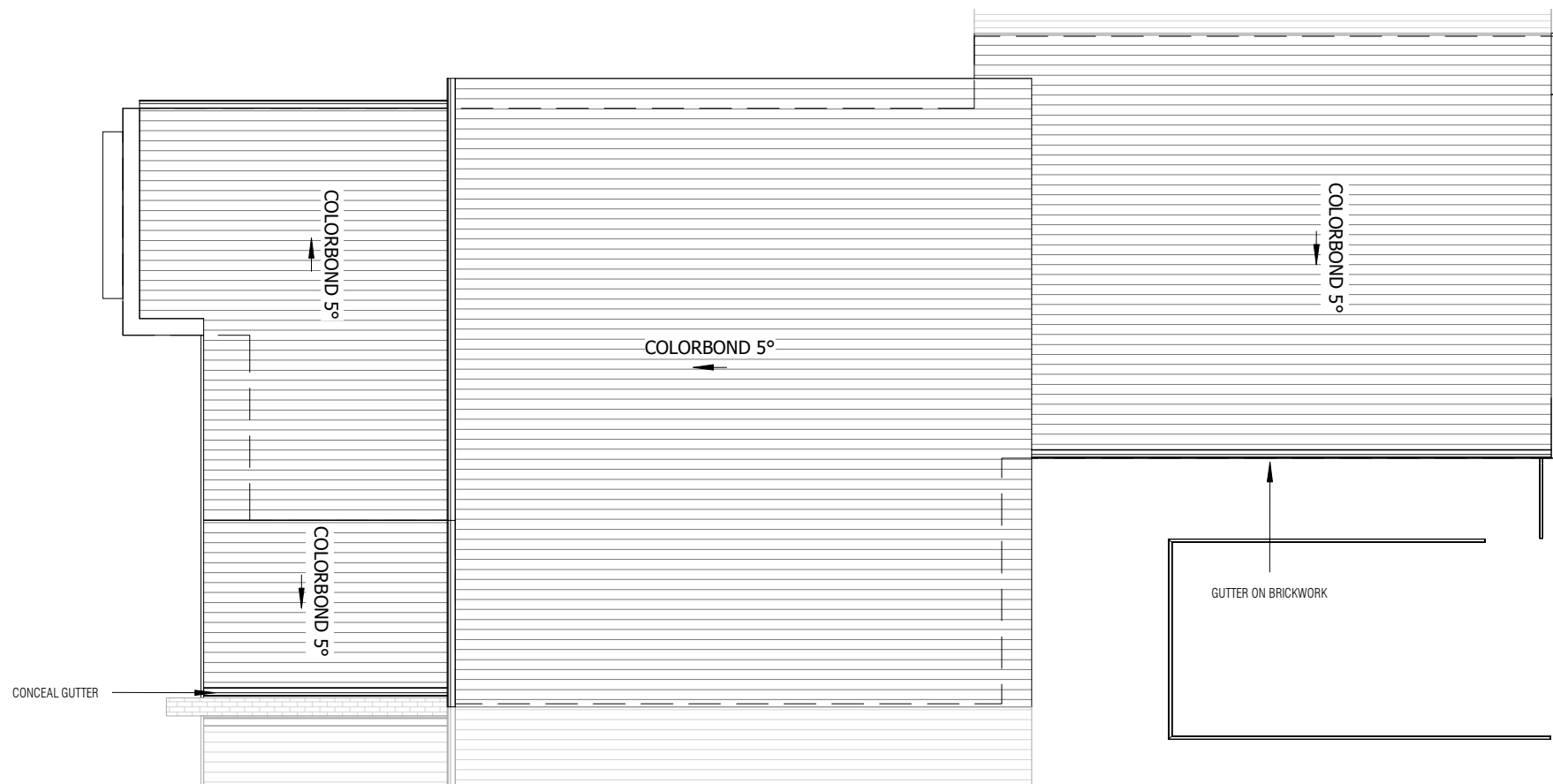
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G	10.04.19	CONCEPT
H	24.05.21	CHANGES

Page 53 of 71

BLOCK	4+5+6
SECTION	37
SUBURB	KALEEN
ADDRESS	8+10+12 POWLETT STREET

CLIENT	QI ZHANG
PROJECT	UNIT COMPLEX

DRAWING TITLE		
SECTION - UNIT 3		
PROJECT N#	SHEET	SCALE
1634	307	1 : 100
SHEET SIZE	DRAWN BY	
a3	PAVEL NIKOLOSKI & KURT GALBORY	



BUILDING APPROVAL
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28 Jun 2021 Licence No: 2019937

NOTE:

- WATER EFFICIENCY:**
- MINIMUM 3 STARS WELS RATED PLUMBING FIXTURES TO ALL POINTS
 - WATER TANK - MINIMUM LITRES REQUIRED AS PER L&DS 50% OR 100M2 OF ROOF AREA, WHICHEVER IS THE LESSER, TO BE CONNECTED TO TANK, AND TANK CONNECTED TO AT LEAST TOILET, LAUNDRY COLD WATER AND ALL EXTERNAL TAPS.
 - FASCIA AND GUTTER TO MATCH ROOF COLOUR
 - DOWNPIPES TO BE MAXIMUM DISTANCE APART 6M, AS PER SANITARY DRAINAGE PLAN. PAINTED TO BLEND WITH BRICKWORK/RENDER COLOUR
 - YARD SUMPS AS PER DRAINAGE PLAN
 - STORM WATER DRAINAGE DISCHARGE TO LEGAL POINT AS PER LOCAL AUTHORITY
 - PROVIDE AGRI DRAINS TO BASE OF BATTERS AS REQUIRED & CONNECT TO STORMWATER DRAINS VIA SILT PITS.

HOME SOLUTIONS ARCHITECTURE

DESIGN DRAFTING 3D IMAGING

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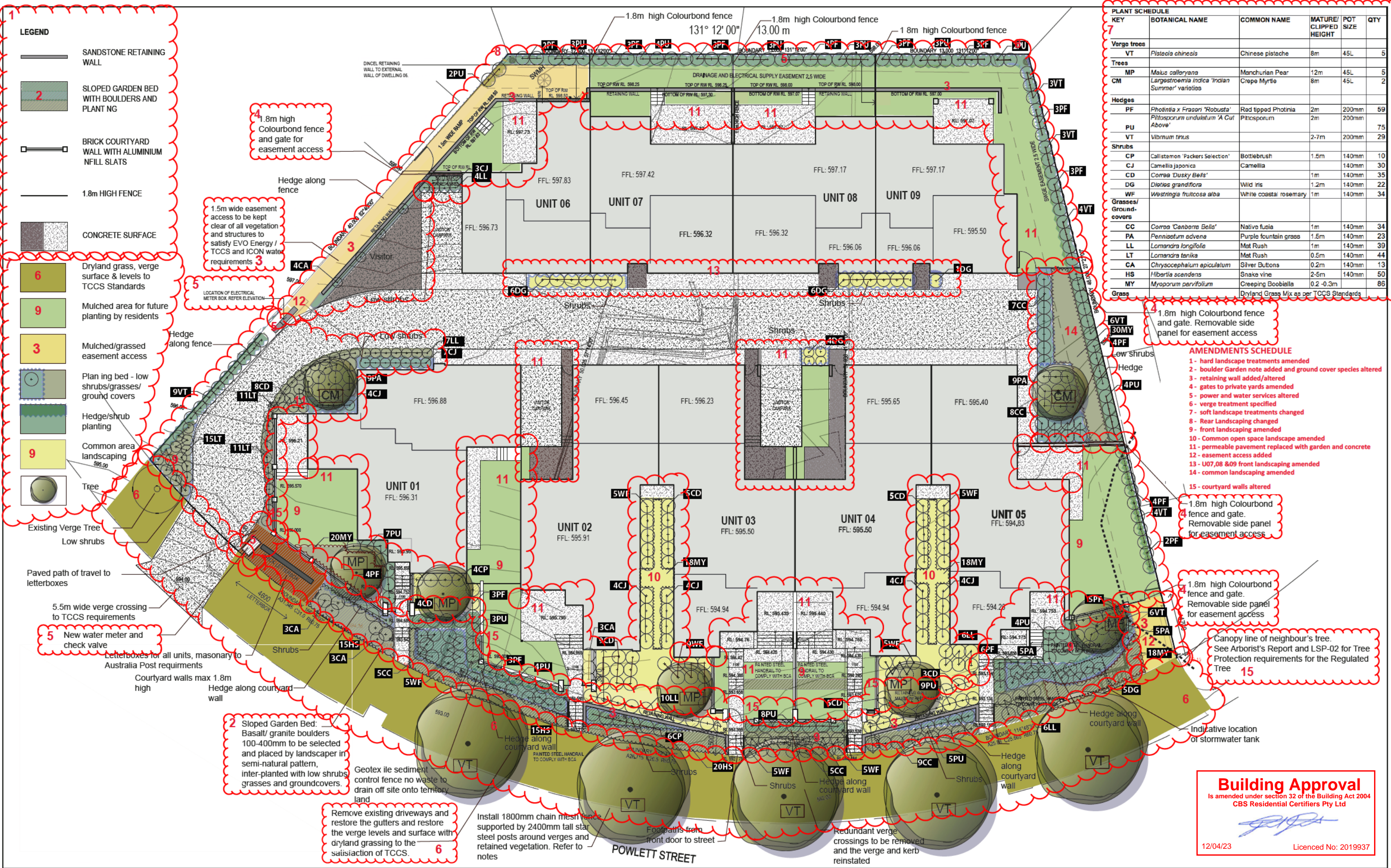
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G	10.04.19	CONCEPT
H	24.05.21	CHANGES

Page 54 of 71

BLOCK	4+5+6
SECTION	37
SUBURB	KALEEN
ADDRESS	8+10+12 POWLETT STREET

CLIENT	QI ZHANG
PROJECT	UNIT COMPLEX

DRAWING TITLE		
ROOF PLAN - UNIT 3		
PROJECT N#	SHEET	SCALE
1634	309	1 : 100
SHEET SIZE	DRAWN BY	
a3	PAVEL NIKOLOSKI & KURT GALBORY	



LEGEND

- SANDSTONE RETAINING WALL
- SLOPED GARDEN BED WITH BOULDERS AND PLANT NG
- BRICK COURTYARD WALL WITH ALUMINIUM NFILL SLATS
- 1.8m HIGH FENCE
- CONCRETE SURFACE
- Dryland grass, verge surface & levels to TCCS Standards
- Mulched area for future planting by residents
- Mulched/grassed easement access
- Plan ing bed - low shrubs/grasses/ground covers
- Hedge/shrub planting
- Common area landscaping
- Tree
- Existing Verge Tree
- Low shrubs
- Paved path of travel to letterboxes
- 5.5m wide verge crossing to TCCS requirements
- New water meter and check valve
- Letterboxes for all units, masonry to Australia Post requirements
- Courtyard walls max 1.8m high
- Hedge along courtyard wall
- Sloped Garden Bed: Basalt/ granite boulders 100-400mm to be selected and placed by landscaper in semi-natural pattern, inter-planted with low shrubs grasses and groundcovers.
- Geotextile sediment control fence no waste to drain off site onto territory land
- Remove existing driveways and restore the gutters and restore the verge levels and surface with dryland grassing to the satisfaction of TCCS.
- Install 1800mm chain mesh fence supported by 2400mm tall star steel posts around verges and retained vegetation. Refer to notes
- Footpaths from front door to street
- Redundant verge crossings to be removed and the verge and kerb reinstated

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	MATURE/CLIPPED HEIGHT	POT SIZE	QTY
VT	<i>Pistacia chinensis</i>	Chinese pistache	8m	45L	5
MP	<i>Malus calleryana</i>	Manchurian Pear	12m	45L	5
CM	<i>Largstroemia indica</i> 'Indian Summer' varieties	Crope Myrtle	8m	45L	2
PF	<i>Photinia x Fraseri</i> 'Robusta'	Red tipped Photinia	2m	200mm	59
PU	<i>Pittosporum undulatum</i> 'A Cut Above'	Pittosporum	2m	200mm	75
VT	<i>Viburnum tinus</i>		2-7m	200mm	29
CP	Callistemon 'Packers Selection'	Bottebrush	1.5m	140mm	10
CJ	<i>Camellia japonica</i>	Camellia		140mm	30
CD	<i>Correa Dusky Bells</i>		1m	140mm	35
DG	<i>Dieties grandiflora</i>	Wild Iris	1.2m	140mm	22
WF	<i>Westringia tritocosa alba</i>	White coastal rosemary	1m	140mm	34
CC	<i>Correa Canberre Bellis</i>	Native fusia	1m	140mm	34
PA	<i>Pennisetum advena</i>	Purple fountain grass	1.5m	140mm	23
LL	<i>Lomandra longifolia</i>	Mat Rush	1m	140mm	39
LT	<i>Lomandra tanika</i>	Mat Rush	0.5m	140mm	44
CA	<i>Chryscephalum apiculatum</i>	Silver Buttons	0.2m	140mm	13
HS	<i>Hibertia scandens</i>	Snake vine	2-5m	140mm	50
MY	<i>Myoporum parvifolium</i>	Creeping Boobialla	0.2-0.3m		86
Grass		Dryland Grass Mix as per TCCS Standards			

- AMENDMENTS SCHEDULE**
- hard landscape treatments amended
 - boulder Garden note added and ground cover species altered
 - retaining wall added/altered
 - gates to private yards amended
 - power and water services altered
 - verge treatment specified
 - soft landscape treatments changed
 - Rear Landscaping changed
 - front landscaping amended
 - Common open space landscape amended
 - permeable pavement replaced with garden and concrete
 - easement access added
 - U07,08 & 09 front landscaping amended
 - common landscaping amended
 - courtyard walls altered

Building Approval
 Is amended under section 32 of the Building Act 2004
 CBS Residential Certifiers Pty Ltd
 12/04/23 Licenced No: 2019937

Note 1: Redundant driveway crossing(s) are to be removed and the verge and kerb to be restored.

(Dryland grass to be used in the verge).

Note 2: Shrubs @1m centres within garden bed.

Repeat for units in locations as shown.

Note 3: Root barrier (300-400mm depth) to be provided between small trees and the closest units. Small trees to be provided with staking as per Canberra Landscape Guidelines.

Note 4: Paths are either concrete and/or paved as per clients preference.

Note 5: Planting of trees and shrubs and of mulched garden beds as per Canberra Landscape Guidelines.

Tree Management notes

The proposed structure constructed within the tree protection zone (2m from the tree radius) to be constructed using low impact footings (eg. rebated edge footings or screw in type footings) with a suspended surface within the tree protection zone. A low impact footing shall not cut into the root system, except in the case of isolate piers.

Excavation for footings within the tree protection zone shall be undertaken in such a manner that no roots with a diameter greater than 50mm are damaged. Roots greater than 50mm that are uncovered shall be bridged over.

The proposed construction work within the tree protection zone shall not result in roots greater than 20mm in diameter being severed nor involve site cuts that exceed 100mm below the natural ground level. If root pruning or removal is required, roots shall be cut (not pulled, torn or ripped). Exposed roots shall be kept damp and backfilled as soon as possible.

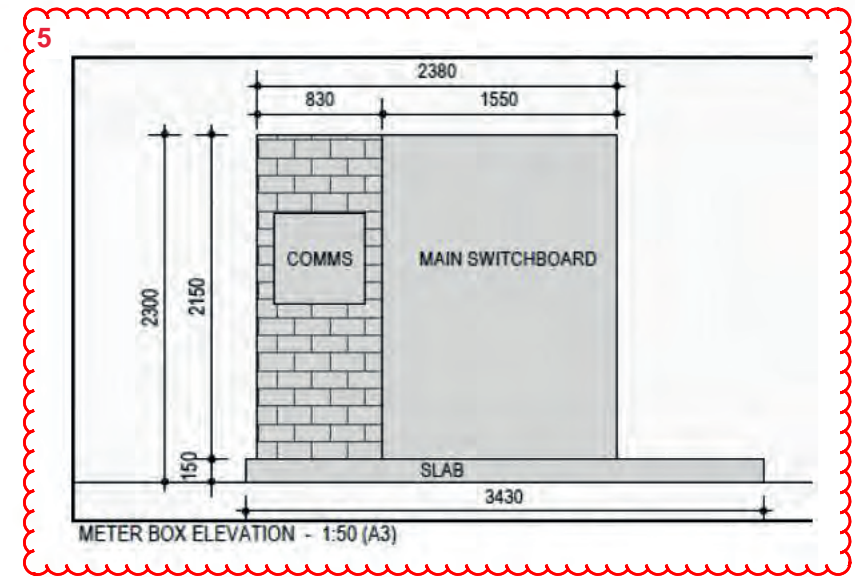
No work that includes but is not limited to, excavation and placement of site shed, building materials, equipment, fill or vehicles shall occur within the tree protection zone (canopy line +2m) except for any approved construction works.

Services that need to be installed within the tree protection zone of any of the trees shall be under bored.

Any pruning to remove branches interfering with the building walls shall be conducted in accordance with AS4373. Any scaffolding, if required shall be erected in such a way that no additional pruning is required.

Trees that are to be retained should be protected during the development period. Trees shall be fenced off by a continuous 1.8m high chain mesh protective fence no closer than a minimum distance of 500mm for the proposed line of any construction or demolition works on any part or stage of the development and shall remain in place until all construction works are completed.

No work that includes but is not limited to excavation (for services including gas, water, sewer, stormwater, electricity, telecommunications, footings or irrigation) or modification of existing ground levels and placement of site shed, building materials, equipment, fill or vehicles shall occur within the tree protection zone (canopy line +2m) except for any approved construction works.



AMENDMENTS SCHEDULE

- 1 - hard landscape treatments amended
- 2 - boulder garden note added and ground cover species altered
- 3 - retaining wall added/altered
- 4 - gates to private yards amended
- 5 - power and water services altered
- 6 - verge treatment specified
- 7 - soft landscape treatments changed
- 8 - Rear Landscaping changed
- 9 - front landscaping amended
- 10 - Common open space landscape amended
- 11 - permeable pavement replaced with garden and concrete
- 12 - easement access added
- 13 - U07,08 &09 front landscaping amended
- 14 - common landscaping amended
- 15 - courtyard walls altered

Building Approval
Is amended under section 32 of the Building Act 2004
CBS Residential Certifiers Pty Ltd

12/04/23

Licensed No: 2019937

Client ARIES XIA	Drawing Title SERVICES BOX DETAIL & LANDSCAPE NOTES	Project Architect AL&CH	Coord. North	Rev Description G Issue for Client review H For Construction	drawn Date RG&OP 24.03.23 RG&OP 30.3.23	Notes All dimensions are in m unless stated. All levels are in metres. Do not scale a drawing. All structures to engineer's specification. All dimensions, levels and site conditions must be verified by contractor prior to commencement of any work. All work must be carried out in accordance with the current edition of the Building Code of Australia and all relevant Australian Standards.
Project BLOCKS 4,5,6 SECTION 37 KALEEN MULTI UNIT DEVELOPMENT	Scale 1:250 (A3)	Project Director Date 30.3.23	Rev H	Page 56 of 71		Copyright © copyright heyward lance architecture Reproduction of this design and/or document in whole or in part without prior written consent is an infringement of copyright.
Project No: 2223	Drawn RG&OP	Drawing Number LSP-02	North			

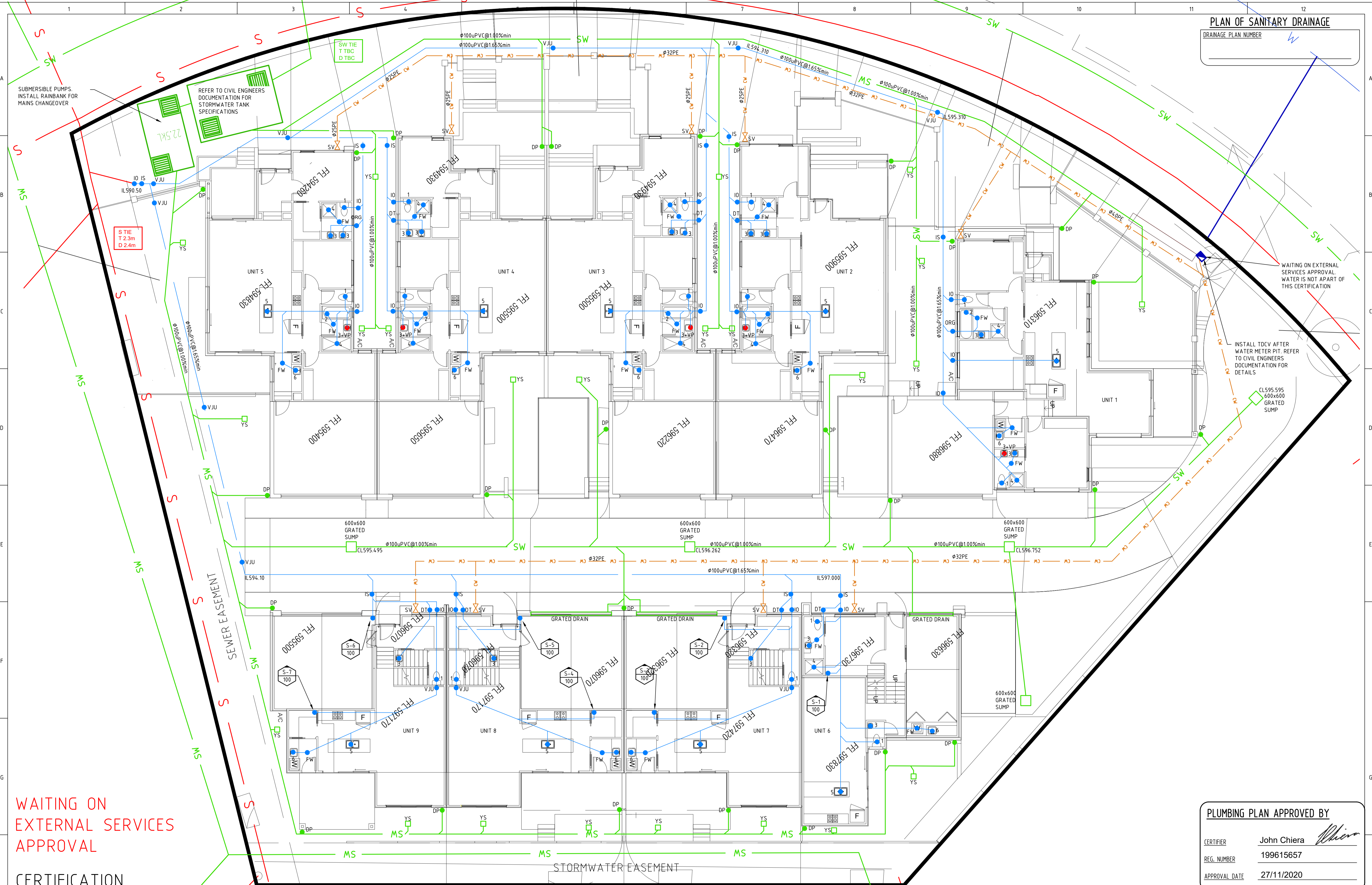
EA & JJ Streatfeild
Town Planning
Consultancy

heyward lance architecture
147 army ackman st. | torde ACT 2914 | p: 02 6255 4454



PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN NUMBER



WAITING ON EXTERNAL SERVICES APPROVAL

WAITING ON EXTERNAL SERVICES APPROVAL WATER IS NOT APART OF THIS CERTIFICATION

INSTALL TDCV AFTER WATER METER PIT. REFER TO CIVIL ENGINEERS DOCUMENTATION FOR DETAILS

CERTIFICATION

PLUMBING PLAN APPROVED BY	
CERTIFIER	John Chiera <i>John Chiera</i>
REG. NUMBER	199615657
APPROVAL DATE	27/11/2020

ACT CONSULTING ENGINEERS
CIVIL • STRUCTURAL • HYDRAULIC
 UNIT 14 / 160 LYSAGHT STREET MITCHELL ACT 2911
 WWW.ACTCE.COM.AU - OFFICE@ACTCE.COM.AU - 02 6103 0671

Scale: 1:100 @ A1
 NORTH:

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REV	REVISION	DATE	DESIGNED	DRAWN	APPROVED	CLIENT
A	CERTIFICATION	23.10.20	IK	JP		STATUS LIVING

PROJECT:	PROPOSED UNIT DEVELOPMENT
SITE ADDRESS:	BLOCK 4 - 6 SECTION 37 KALEEN

SCALE:	DATE:	DWG No.:
1:100@A1	23.10.20	H01
PROJECT No.:	REVISION:	
20-773	A	
DRAWING TITLE:		
HYDRAULIC SERVICES GROUND & FIRST FLOOR OVERALL		

Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

- 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
- Air leakages

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 27 POINTS**

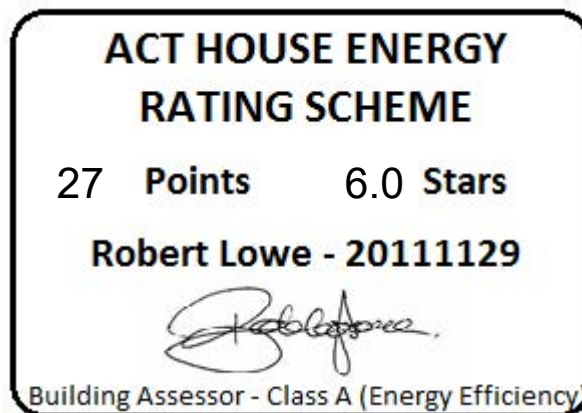
Name: Grening

Ref No: 69203

House Title: Unit 3 Block 32 Section 37 KALEEN

Date: 31-03-2026

Address: 3/8 Powlett Street, Kaleen ACT 2617



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	27	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>										
Potential	27	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>										

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

Design options

Additional points

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	27	★★★★★★
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Largest windows in the dwelling;

Direction : South West

Area : 14 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. South West	29	★★★★★★
2. West	27	★★★★★★
3. North West	30	★★★★★★
4. North	34	★★★★★★
5. North East	29	★★★★★★
6. East	26	★★★★★★
7. South East	28	★★★★★★
8. South	30	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 3 Block 32 Section 37 KALEEN, 3/8 Powlett Street, Kaleen ACT 2617,

Assessor's Name:

Net Conditioned Floor Area: 99.8 m²

Feature		Points				
		Winter	Summer	Total		
CEILING		8	0	8		
Surface Area:	0	Insulation:	8			
WALL		5	-1	4		
Surface Area:	-2	Insulation:	7	Mass: -1		
FLOOR		10	0	10		
Surface Area:	0	Insulation:	-4	Mass: 14		
AIR LEAKAGE (Percentage of score shown for each element)		7	0	6		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	39 %			
Exhaust Fans	10 %	Doors	36 %			
Down Lights	0 %	Gaps (around frames)	15 %			
DESIGN FEATURES		0	1	1		
Cross Ventilation	1					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss	0			
WINDOWS		-6	-11	-17		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	8	8%	-9	16	-4	3
SW	14	14%	-21	9	-6	-19
NW	3	3%	-3	3	-1	-1
Total	25	25%	-33	28	-11	-17

* 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 3 points

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	24	-11	27*

* includes 15 points from Area Adjustment

Detailed House Data

House Details

ClientName Grening
HouseTitle Unit 3 Block 32 Section 37 KALEEN
StreetAddress 3/8 Powlett Street, Kaleen ACT 2617
FileCreated 31-03-2026

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	56.0m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	11.0m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	41.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.8	4.0m	3.3m
2	Brick Veneer	No	R2.8	24.7m	2.7m
3	Weatherboard	Yes	R0.0	3.5m	2.6m
4	Weatherboard	Yes	R0.0	8.0m	3.3m
5	Weatherboard	No	R2.8	6.4m	2.6m
6	Framed: FC Sheet Clad	No	R2.8	2.0m	3.3m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R5.0	108.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SW	2.1m	0.8m	No	SG	TIMB	NC	No	1.0m	1.0m	1.0m
2	SW	2.1m	2.7m	No	DG	ALIMPR	HB	No	0.4m	0.4m	0.0m
3	NW	1.0m	0.6m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m
4	NW	1.0m	1.5m	No	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m
5	NW	1.0m	0.6m	Yes	DG	ALIMPR	HB	No	0.1m	0.1m	0.0m
6	NW	1.0m	0.6m	Yes	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
7	SW	2.1m	0.8m	No	DG	ALIMPR	NC	No	0.1m	0.1m	0.0m
8	NE	2.1m	2.7m	No	DG	ALIMPR	CP	No	0.7m	0.7m	2.0m
9	NE	0.8m	2.7m	No	DG	ALIMPR	CP	No	0.7m	0.7m	0.5m
10	SW	2.1m	2.4m	No	DG	ALIMPR	NC	No	4.0m	4.0m	0.3m

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	SW	2.1m	0.8m	0.0m	0.0m	0.0m	0.0m	1.5m	3.0m	1.5m	1.0m
3	NW	1.0m	0.6m	3.0m	3.0m	22.6m	-11.0m	0.0m	0.0m	10.0m	5.0m
4	NW	1.0m	1.5m	3.0m	3.0m	22.6m	-11.0m	0.0m	0.0m	10.0m	3.0m
5	NW	1.0m	0.6m	3.0m	3.0m	22.6m	-11.0m	0.0m	0.0m	10.0m	2.0m
6	NW	1.0m	0.6m	3.0m	3.0m	22.6m	-11.0m	0.0m	0.0m	10.0m	1.0m
8	NE	2.1m	2.7m	0.0m	0.0m	0.0m	0.0m	8.0m	0.6m	0.0m	0.0m
10	SW	2.1m	2.4m	0.0m	0.0m	0.0m	0.0m	5.0m	0.5m	4.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	2
External Doors	0	0

Unflued Gas Heaters 0
Percentage of Windows Sealed 98%
Windows - Average Gap Small
External Doors - Average Gap Small
Gaps & Cracks Sealed Yes

Insurance Certificates & Tax Invoice

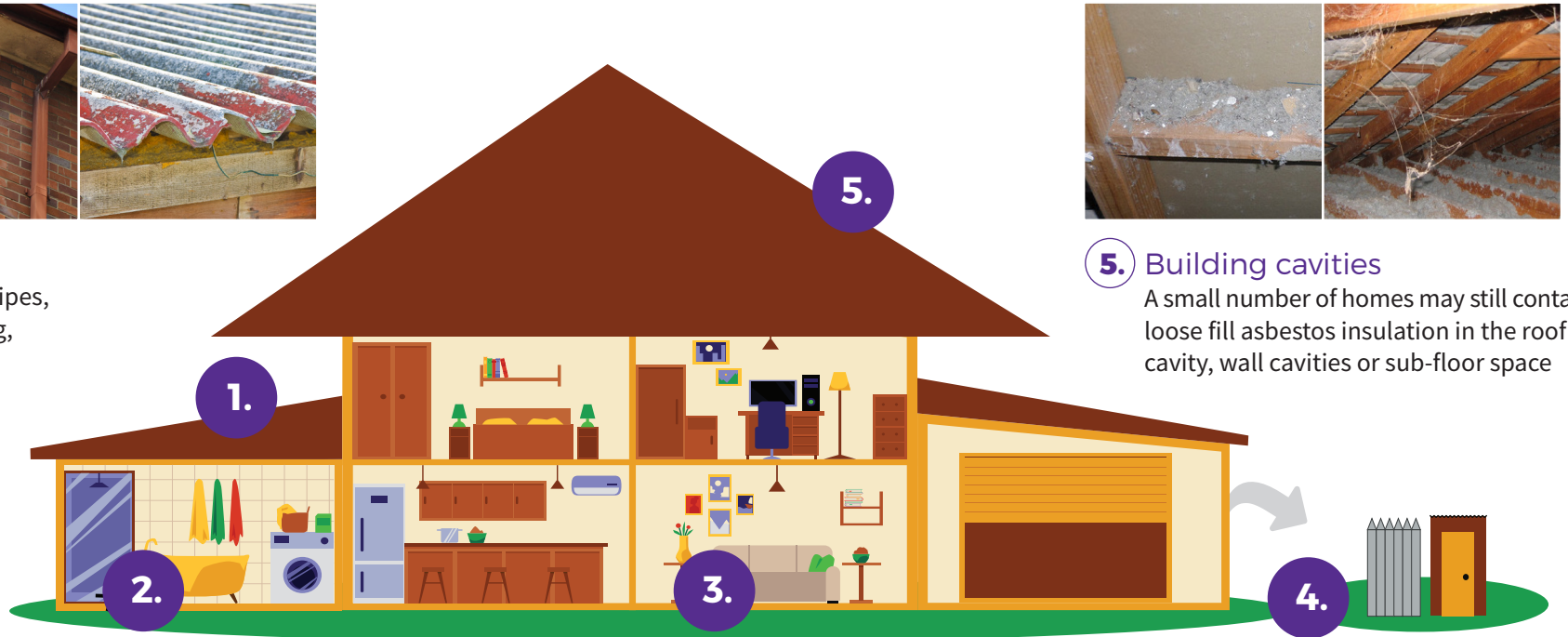


If a home was built before 1990 it may contain dangerous asbestos material

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 panels, 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

Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Brian Grening & Cassandra Grening
3/8 Powlett St
KALEEN ACT 2617
AUSTRALIA

Invoice Date
24 Mar 2026

Invoice Number
INV-69203

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	186.70	GST Free	186.70
Property Report	1.00	1,475.73	10%	1,475.73
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,662.43
			TOTAL GST 10%	147.57
			TOTAL AUD	1,810.00

Due Date: 20 Sep 2026

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)