

Schedule

Land	The unexpired term of the Lease	Unit 4	UP No. 4714	Block 6	Section 59	Division/District DENMAN PROSPECT
	and known as 4/92 McMichael Terrace, Denman Prospect					
Seller	Full name	Madeleine Alexa Sanfrancesco				
	ACN/ABN					
	Address	4/92 McMichael Terrace, Denman Prospect, ACT 2611				
Seller Solicitor	Firm	Mills Oakley				
	Email	kcross@millsoakley.com.au				
	Phone	02 6196 5200	Ref Karen Cross			
	DX/Address	GPO Box 724, Canberra ACT 2601				
Stakeholder	Name	Hive property(act) Pty Ltd				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	leanne@hiveproperty.co				
	Phone	02 6182 1802	Ref Leanne Palmer			
	DX/Address	Level 1/4 Campion, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments, dishwasher, washing machine, dryer, and fridge, as inspected.				
Date for Registration of Units Plan	N/A					
Date for Completion	On or before 30 days from the date herein.					
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 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					
	Phone		Ref			
	DX/Address					
Price	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price)			<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance					
Date of this Contract						

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name	Signature Strata	Phone	02 6185 0347
Address	17/11 National Circuit, Barton ACT 2600		

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 *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.
- 4.4 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.

- 4.5 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 4 UP No. 4714
Block 6 Section 59 Denman Prospect
4/92 McMichael Terrace, Denman
Prospect ACT 2611

1 Interpretation

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

2 Amendment to General Conditions

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

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

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

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

3 Whole Contract

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

4 Condition of Property

4.1 Reliance on own inspections and enquiries

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

4.2 Compliance with laws and regulations

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

4.3 No representation or warranty as to contamination

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

4.4 No claim or requisition

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

5 Death, Mental Illness, Liquidation, etc.

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

6 Adjustments

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

7 Non-Merger of Moneys Due

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

8 Keys

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

9 Agents

9.1 Buyer Warranty

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

10 Caveat

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

11 Release of Deposit on Settlement

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

12 Guarantee if the Buyer is a company

12.1 Application and interpretation

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

12.2 Each director must sign

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

12.3 Guarantee and indemnity

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

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

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

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

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Denman Prospect Section 59 Block 6 on Deposited Plan 11590 with 38 units on Unit Plan 4714

Unit 4 (Class A) entitlement 241 of 10000, 3 subsidiaries

Lease commenced on 16/08/2019, terminating on 03/07/2117

Proprietor

MADELEINE ALEXA SANFRANCESCO

4/92 MCMICHAEL TERRACE, DENMAN PROSPECT ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
16/08/2019	2231628	Caveat by Homes for Homes Limited
08/11/2024	3348319	Mortgage to GERARDO SANFRANCESCO and SYLVIA CYNTHIA SANFRANCESCO

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201833495	Development Application	01/05/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	05/10/2018

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 11 new two storey town houses, a 3 storey building with 27 apartments, basement car parking, landscaping and associated works.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Denman Prospect Section 59 Block 6 on Deposited Plan 11590 with 38 units on Unit Plan 4714

Lease commenced on 16/08/2019, terminating on 03/07/2117

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4714

Signature Strata 4/21 Napier Close Deakin ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
08/09/2020	3021714	Application to Note Special Resolution
12/01/2024	3290737	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

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PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 11 new two storey town houses, a 3 storey building with 27 apartments, basement car parking, landscaping and associated works.



ACT
Government

**Access
Canberra.**

Chief M



2231628

TLES
ERRA
grate
EAT

Form 036 - X

Land Titles Act 1925

I/We forbid the registration of any instrument affecting the land stated below in the "Action required by this Caveat" section of the form, unless this Caveat is withdrawn by me/us or by order of the court or lapses fully or partially in order to allow registration of an instrument.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
CLAYTON UTZ	<u>CONVEYANCING@CLAYTONUTZ.COM</u>	6276 4020

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
2419.54	DENMAN PROSPECT	59	6	4

CAVEATOR (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
HOMES FOR HOMES LIMITED ACN 143 151 544	GPO Box 4911 MELBOURNE VIC 3001

REPRESENTING SOLICITOR DETAILS FOR CAVEATOR (Complete if applicable – otherwise state below "Not Applicable")		
Name of Firm	Solicitor Email Address	Solicitor Name
CLAYTON UTZ	<u>CONVEYANCING@CLAYTONUTZ.COM</u>	DANIELLE MILDREN

FORM OF TENANCY – (to be completed where more than one Caveator is listed)
<input type="checkbox"/> Joint Tenants <input checked="" type="checkbox"/> Tenants in Common in Equal Shares <input type="checkbox"/> Tenants in Common in (the following shares) - (Please state Caveator's name and shares out in full)

REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ACN 609 763 153 & TJR PTY LTD ACN 618 153 003	Unit 3 57 Dacre Street, MITCHELL, ACT, 2911

NATURE OF THE ESTATE OR INTEREST IN THE LAND (for information regarding what is considered a caveatable interest see instructions)
An equitable interest as charge pursuant to a charge granted under the Homes for Homes Donation Deed to secure payment of 0.1% of the sale proceeds upon the sale of the Land

ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (Must be an address in the Australian Capital Territory – including postcode)
PO Box 253 Canberra ACT 2601

ACTION REQUIRED BY THIS CAVEAT (Tick the appropriate box – one box should be Ticked)

- (a) Prevention of all instruments with the land (refer to statutory exceptions overleaf)
- (b) Prevention of all instruments with the land other than those dealings as identified at S104(5) Land Titles Act 1925
- (c) Prevention of instruments as follows; *transfer without Caveator's consent*

STATUTORY DECLARATION

(must be an individual – a corporation cannot make a declaration – this form cannot be executed under Power of Attorney)

I, Danielle Mildren, of Clayton Utz, Level 10 2 Phillip Law St Canberra ACT, legal practitioner

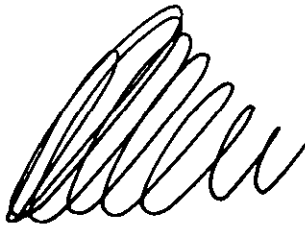
~~I am the caveator~~ / I act for the caveator in the capacity of (please state) – legal adviser

I/we declare that to the best of my knowledge, information and belief, that the Caveator has a good and valid claim to the Estate and Interest set out in "Nature of Estate or Interest in the land"; and the caveat does not require leave of the Supreme Court (S107c(1) Land Titles Act 1925).

And I make this solemn declaration by virtue of the *Statutory Declarations Act 1959*, and subject to the penalties provided by that Act for the making of false declarations, conscientiously believing the statements contain in this declaration to be true in every particular.

STUATUTORY DECLARATION EXECUTION

Declared at Canberra on the 14th day of August 2019



Signature of person making the declaration

Full name, qualification* and address of person before whom the declaration is made (in printed letters) (*Must be authorised under the *Statutory Declarations Act 1959*)



Helen Elizabeth Sheridan
Lawyer
Level 10, 2 Phillip Law St Canberra ACT

Signature of person before whom the declaration is made

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	<input checked="" type="checkbox"/>
Registration date	16 AUG 2019	Production number	



ACT
Government

**Access
Canberra.**

Cappello Developments No 7 Pty Limited
TJR1 Pty Ltd
C/- Core Developments 3/57 Dacre Street
Mitchell Act 2911

NOTICE TO REGISTERED PROPRIETOR OF LODGEMENT OF CAVEAT
Section 105(1) Land Titles Act 1925

This letter is to provide notice that a caveat has been lodged with this office affecting the land of which you are the registered owner. A copy of the caveat is attached (interest in land provided).

A caveat is a document, which is entered in the land titles register to protect an interest in land. The existence of a caveat on the register relating to your land does not give the caveator the right to do anything with the land. However, it does prevent the registration of any change in the register until notice of that change has been given to the caveator.

Upon receiving notice of any proposed changes in the register relating to your land the caveator may apply to the Supreme Court for an order preventing the registration of that change. If the caveator elects not to seek such an order the changes can be registered.

The caveat will remain on the register until it is withdrawn or otherwise disposed of. You should seek independent legal advice if you require further information regarding the caveat and its effect.

LAND AFFECTED BY CAVEAT

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Denman Prospect	59	6	4	2419:54	

CAVEAT NUMBER

2231628

CAVEATOR

Homes for Homes Limited

REGISTERED PROPRIETOR

Cappello Developments No 7 Pty Limited
TJR1 Pty Ltd

Access Canberra
Land Titles

GPO Box 158 Canberra ACT 2601 / Phone 132 281



Chief Minister



LAND TITLES
ACCESS CANBERRA
nt Directorate

3021714

OLUTION
ORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Trevor Deithe	L.J. HOOKER STRATA, 1st floor 182-200 City Walk CANBERRA ACT	6249 7000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2419:50	Denman Prospect	59	6	4714

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

RULES

SUPPORTING DOCUMENTATION

(Please tick appropriate item – Original signed copy must be supplied)

- Sealed copy of Minutes of Meeting
- Sealed copy of Resolution/Motion
- Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature	Signature
Full Name (Block Letters) Trevor Deithe	Full Name (Block Letters) Rob Craven
Address L.J. HOOKER STRATA 1st floor, 182-200 City Walk CANBERRA	Address L.J. HOOKER STRATA 1st floor, 182-200 City Walk CANBERRA
Office Held STRATA MANAGER	Office Held Senior Strata Manager

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by AS	Registration Date	08/09/2020

TO THE OWNERS OF UNITS PLAN 4714
NORTHRIDGE, 92 MCMICHAEL TERRACE &, 1 SKUTA PLACE,
DENMAN PROSPECT ACT

MINUTES OF THE FIRST GENERAL MEETING

HELD: 25th November 2019

TIME: 5:30pm

PLACE: LJ Hooker Canberra City, Level 1, 182 - 200 City Walk,
Canberra, ACT.

Your presence or that of your proxy is essential.

PRESENT :

Brian Muller	Unit 4
Shuqun Zhao	Unit 11
Alysha Matthews and Beau McFarlane	Unit 14
Samantha Endall	Unit 16
Alexander Bush	Unit 22
Carolyn Morrow	Unit 23
Michael Betterton	Unit 25
Georgia Christofilou	Unit 28
Harleen Basrai	Unit 29
Anna Bradsley and Jerry Fernandez	Unit 35
Kristen Tripet	Unit 37

PROXIES :

Alan and Robyn Clancy In favour of all motions	Unit 6
Anna Turello In favour of Nick Lambert - present	Unit 26
Justine Moloney In favour of Mark Moloney – present	Unit 27
Nicole Critchley and Daniel Carey In favour of all motions	Unit 30
Dek Sum and Yee Tang In favour of all motions	Unit 36

GUEST :

Mark Morrow	Unit 23
-------------	---------



The meeting started at 6.00 pm.

As a quorum was not present, the meeting proceeded with a Reduced Quorum. Under Schedule 3 (3.11 (1) & (3)) of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote

1. Appointment of Chair : Michael Betterten was appointed Chair for the meeting.

2. Acceptance of Proxies: Proxies were accepted.

3. Minutes of Previous Annual General Meeting

Motion 1: *That the minutes of the Inaugural Meeting are confirmed.*

CARRIED

4. Financial report

Motion 2: *That the financial statements be accepted as presented for the period to 5th November 2019.*

CARRIED

5. Insurance

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

Policy No	HU0000016507
Renewal Date	23 July 2020
Building	\$10,000,000
LOSS OF RENT	\$1,500,000
CATASTROPHE	
PUBLIC LIABILITY	\$20,000,000
FIDELITY GUARANTEE	\$100,000
OFFICE BEARERS	
VOLUNTARY WORKERS	\$200,000 / \$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
LOT OWNERS IMPROVE	\$250,000
Excess	\$500
	\$1000 unoccupied premise

The Managing Agent advises that the Building Insurance Policy held by the Owners Corporation only covers the building and, public liability claims that occur on the common property. The Policy does not cover contents items. Contents items include, for example, carpet, curtains and light fittings.



Motion 3: *That the level of insurance be increased upon renewal to the figure as suggested by the insurer.*

CARRIED

The Owners present requested that the Manager arrange for the inclusion of Catastrophe and Office Bearers cover.

6. Executive Committee

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

Brian Muller	Unit 4
Alysha Matthews	Unit 14
Michael Betterton	Unit 25
Georgia Christofilou	Unit 28
Harleen Basrai	Unit 29

The Manager agreed to provide all EC members with the code of conduct from The Unit Titles Management (Act) 2011.

7. General Business

7.1 Rules of the Owners Corporation

(Special Resolution Means: That the votes cast against the motion is less than 1/3 of the total number of votes received)

Amended Motion 4: Special Resolution: *That Rule 4 of the Default Rules be amended and read as follows:*

Erections and Alterations

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

(a) in accordance with the express permission of the Owners Corporation by unopposed resolution of the executive committee; and

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

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

CARRIED

The amendment is the inclusion of the word of in part (a) as bolded.



Motion 5: Special Resolution: *That Rule 11(b) & (c) of the Default Rules be amended to read:*

(b) the strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

CARRIED

Amended Motion 6: Special Resolution: *That the Owners Corporation gives consent to any owner, to keep up to 2 animals at the unit provided, the animals do not create a nuisance or annoyance to any other resident, the animals are leashed or caged when on common property, and any damage caused by any animal is the responsibility of the unit owner of which the animal belongs, and that this consent becomes Rule 12 of the Owners Corporation*

The amendment is the removal of the word 'small'

Owners are also reminded that Denman Prospect is a cat containment area.

CARRIED WITH 1 OBJECTION.

Motion 7: Special Resolution: *That the Owners Corporation gives a general approval to any owner, to install at their own expense, a security screen door to their unit, provided the door is in keeping with the aesthetic integrity of the complex, and matches the complex colours, and that this consent becomes Rule 13 of the Owners Corporation.*

Motion failed with 11 votes against and 3 proxies in favour

Amended Motion 8: Special Resolution: *That the Owners Corporation gives consent to any owner to install, at their own expense, a satellite dish on their roof for the provision of subscription television services, provided the dish is installed as inconspicuously as possible, the dish is no larger than 90cm in diameter, and not higher than 1m from the roof sheeting, and that this consent becomes Rule 14 of the Owners Corporation. **Any damage to the roof that may cause water ingress will be the responsibility of the unit Owner installing the satellite dish.***

The amendment is shown in bold.

CARRIED

Motion 9: Special Resolution: *That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidise energy consumption for their own unit, provided the panels are installed as inconspicuously as possible, and are installed completely within the roof boundary of the unit, and that this consent becomes Rule 15 of the Owners Corporation.*

Motion failed with 11 votes against and 3 proxies in favour



GENERAL BUSINESS

- a) Owners present requested that the access doors from the stairwell to the garage and the pedestrian door to the waste room be investigated as they are very loud when they close.
- b) The Manager is requested to have the Northridge sign correctly installed. The sign is laying on ground next to the mailboxes.
- c) The Owners requested that the Manager investigate options for cleaning up rubbish from the common area grounds on a regular basis.
- d) The Manager is to also contact the builder and have all the builder's rubble – screen doors, kitchen sink and bench etc removed from the premises. There is also a large amount of other rubble (nails, concrete etc) that should be removed.
- e) The comms room door is not locked and the Manager is to investigate locking the door.
- f) The Manager is to include the duty statement for the gardener with the minutes.
- g) The Manager advised that he has spoken with Ivan's Electrical re the swipe reader in basement car park and it will be repaired 26/11.
- h) The Owners present requested that the Manager contact the Builders of the 2 neighbouring developments as they are constantly parking on the nature strip in Skuta Place and destroying the grass.

There being no further business the Chair closed the meeting at 7.15pm.



Disclosure: LJ Hooker Strata ACT is an Authorised Representative of CHU Underwriting Agencies Pty Ltd and SUU Pty Ltd. LJ Hooker Strata ACT is can only provide general advice and information about insurance, not personal advice. Unit Owners as members of the Owners Corporation should read and understand the Financial Services Guide and Product Disclosure Statement before making a decision to purchase insurance.

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 4714 Northridge

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 25/11/2019.

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

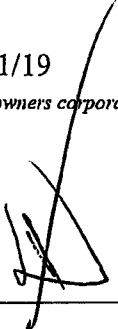
[If there is insufficient space here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decision
25/11/2019	As per attached Minutes

A4 Owners corporation declaration

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

25/11/19
[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—

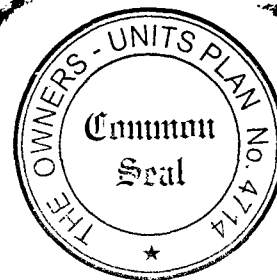
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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





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3290737

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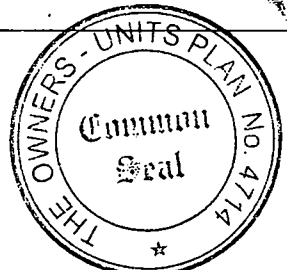
Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Signature Strata	info@signaturestrata.com.au	6185 0347

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2419:50	DENMAN PROSPECT	59	6	4714

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

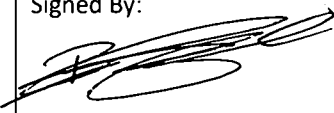
Register consolidated rules

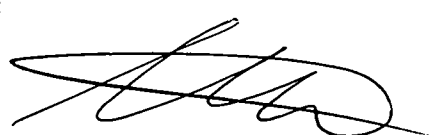
SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/>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

CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By: 
 Belinda Gai Denzel
 Senior Administrator

Witnessed by: 
 Nicole Robb
 Strata Manager

for: Signature Strata
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	12/01/2024

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 4714**

DATE HELD:	Wednesday 11 October 2023 – 03:30 PM		
VENUE:	Online via Zoom		
PRESENT:	Lot 4	Brian Muller	Owner present
	Lot 9	Sue Virgin	Owner present
	Lot 11	Aki Holloway	Owner present
	Lot 24	Alexander Wilson	Owner present
	Lot 25	M Betterton	Owner present
	Lot 26	Anna Turello	Owner present
PROXIES:	N/a		
CHAIR:	Sue Virgin		
ABSENTEES:	Lot 3	Elise Costigan	Electronic vote
	Lot 5	Julie Doran	Electronic vote
	Lot 13	Chris Bicker	Electronic vote
	Lot 23	Mark Morrow	Electronic vote
	Lot 29	Harleen Basrai	Electronic vote
	Lot 37	Georgie Yortis	Electronic vote

QUORUM: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011). Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MEETING FORMALITIES

1: Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

2: **MOTION 1:** *That the minutes of the previous annual general meeting held on 13th of October 2022 are accepted.*

Motion CARRIED.

Matters arising from 2022 minutes.

Gardening – It was noted that the overall gardens have improved. There are still some areas that need to be upgraded including the corner of Skuta Place.

Plumbing – O'Neill & Brown Plumbing have added regular clearing of the drain in the rubbish room to the maintenance contract.

Cleaners – The strata manager is to ensure quarterly bin and enclosure cleaning is occurring and schedule the next car park clean.



INSURANCE

- 3: The Owners Corporation holds insurance cover with CHU as follows:

Policy Number	Current To	Risk Type	Coverage Amount
HU0000016 507-3	23 Jul 2024	BUILDING	\$15,755,000.00
		LOSS OF RENT	\$2,363,250.00
		PUBLIC LIABILITY	\$30,000,000.00
		LOT OWNERS FIXTURES	\$250,000.00
TOTAL PREMIUM: \$20,423.24			

Last insurance valuation report: 9 FEB 2021

MOTION 2: *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

Motion CARRIED.

INSURANCE RENEWAL

- 4: **MOTION 3:** *That the Owners Corporation of UP4714 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

Motion CARRIED.

INSURANCE VALUATION

- 5: To ensure the Owners Corporation is protecting their building assets adequately, Signature Strata endorses the insurers recommendation to obtain an insurance valuation at a minimum, every 2 years.

MOTION 4: *That the Owners Corporation of UP 4714 authorise the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance with the Valuer's conclusion and recommendation.*

Motion CARRIED.

INSURANCE CLAIMS

- 6: The summary of insurance claims was attached to the agenda and noted.

FINANCIAL REPORT

- 7: **MOTION 5:** *That the financial statements from 1st of September 2022 to 31st of August 2023 be accepted as presented.*

Motion CARRIED.



INVESTMENT OF FUNDS

- 8:** **MOTION 6:** *That the Owners Corporation of UP4714 agree to open an investment account, hence authorising the Executive Committee to make determinations concerning investment of surplus funds into such accounts.*

Motion CARRIED.

PHYSICAL BUILDING STRUCTURAL DEFECTS

- 9:** Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting.

The Owners Corporation considered the defects as noted in the report attached to the agenda.

Notes

The meeting noted that despite follow-up from the strata manager, Core has not responded to the defect report or provided any further assurance of repairs.

As such the meeting has agreed to take further action including seeking quotes for repairs, especially for the rattling bars. At the same time, the strata manager will seek information from Denman Prospect.

MAINTENANCE PLAN

- 10:** **MOTION 7:** *That the Owners Corporation of UP4714 adopt the Maintenance Plan dated 6th of October 2023.*

Motion CARRIED.

MAINTENANCE ITEMS

- 11:** *New or outstanding, including maintenance contracts coming up for renewal.*

Notes

A unit owner noted rust spots on the underside of the beams, for the decking to units 28 – 38. A painting contractor has assessed the area and concluded there are 2 options to fix. The short-term fix is to rub back and paint over the surface rust areas. The rust will return, and the painting will look patchy unless the full length of the beams is painted. The more permanent fix is to remove the beams, treat the unsealed ends and reinstate them. As the issue is not a structural issue, the meeting agreed to monitor it.

Lighting – A Holloway noted a light in the stairwell is still strobing. To ensure a fix, A Holloway will meet with the electricians.

Contracts: The Owners Corporation executed a Cleaning and Gardening Contract with ALMG and a fire maintenance contract with O'Neill & Brown Fire.

FIRE SAFETY

- 12:** Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting.

Please refer to the compliance certificate provided by O'Neill and Brown Fire Service, attached to the agenda.



ADMINISTRATIVE FUND

13: **MOTION 8:** *That the proposed Administrative Fund budget of \$79,565.00 for the period 31st of August 2023 to 1st of September 2024 be adopted.*

Motion CARRIED.

SINKING FUND

14: **MOTION 9:** *That the proposed Sinking Fund expenditure budget of \$6,915.04 for the period 31st of August 2023 to 1st of September 2024 be adopted.*

Motion CARRIED.

ADMINISTRATION FUND LEVY CONTRIBUTION

15: **MOTION 10:** *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$79,565.00 for the twelve month period, commencing 31st of August 2023 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st of November 2023, 1st of February 2024, 1st of May 2024 and 1st of August 2024.*

Motion CARRIED.

SINKING FUND LEVY CONTRIBUTION

16: **MOTION 11:** *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$36,880.00 for the twelve month period, commencing 31st of August 2023 and to be contributed in accordance with the unit entitlements at quarterly intervals, as per the table below.*

<i>Period From</i>	<i>Period To</i>	<i>Levy Due Date</i>
<i>01 Nov 2023</i>	<i>31 Jan 2024</i>	<i>15 Nov 2023</i>
<i>01 Feb 2024</i>	<i>30 Apr 2024</i>	<i>01 Feb 2024</i>
<i>01 May 2024</i>	<i>31 Jul 2024</i>	<i>01 May 2024</i>
<i>01 Aug 2024</i>	<i>31 Oct 2024</i>	<i>01 Aug 2024</i>

Motion CARRIED.

ACCEPTANCE OF RESVU PORTAL USAGE

17: **MOTION 12:** *That the owners corporation of UP4714 endorses the additional cost of \$4.70 incl. GST per unit per year for the ResVu Community Platform.*

Motion CARRIED.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

18: Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations and appointments.

With the exception of those outlined in the SMAA, there are no delegations or appointments.



STRATA MANAGEMENT AGENCY AGREEMENT

- 19:** The Owners Corporation's current management agreement was signed 14th of November 2022 and expires 14th of November 2025. The contract is available through the owners portal. You can access the portal via signaturestrata.com.au, using your personal log in details provided in your new owner letter/welcome letter.

Note - Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

CONTRACTOR COMPLIANCE

- 20:** **MOTION 13:** *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.*

Motion CARRIED.

SERVICE CONTRACTORS

- 21:** **MOTION 14:** *That the Executive Committee of UP4714 be authorised to make determinations concerning appointment of a service contractor.*

Motion CARRIED.

CONSOLIDATED RULES

- 22:** **MOTION 15:** *That the Owners Corporation of UP4714 adopt the Consolidated Rules as per the attached document, and that they be registered under the Land Titles (Unit Titles) Act 1970.*

Motion CARRIED.

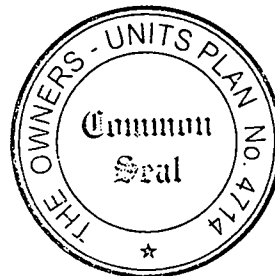
ELECTION OF THE COMMITTEE

- 23:** **MOTION 16:** *That the Owners Corporation of UP 4714 determine the number of members to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.*

Motion CARRIED.

Notes

Brian Muller
Alex Wilson
Michael Betterton
Aki Holloway
Sue Virgin
Anna Turello



GENERAL BUSINESS

24:

Birds

The meeting noted the birds returned to the bin room due to residents leaving the door open. Residents are reminded to keep the bin room roller door closed at all times.

The strata manager will arrange for the nest to be removed once the baby birds have fledged. Bike spikes will then be installed to discourage future nesting.

CLOSURE

There being no further business the meeting closed at 04:51 PM.



Units Plan 4714 – Northridge - 92 Mcmichael Terrace & 1 Skuta Place Denman Prospect

Rules

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

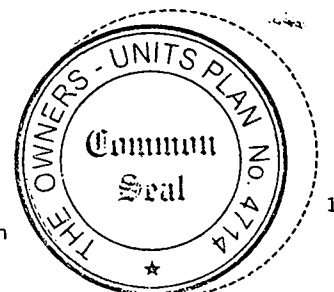
A unit owner must pay all rates, taxes and any other amount payable for the unit.

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 pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (b) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (c) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (d) 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

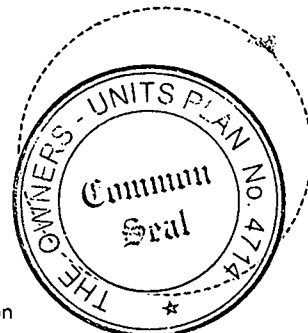
The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

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).

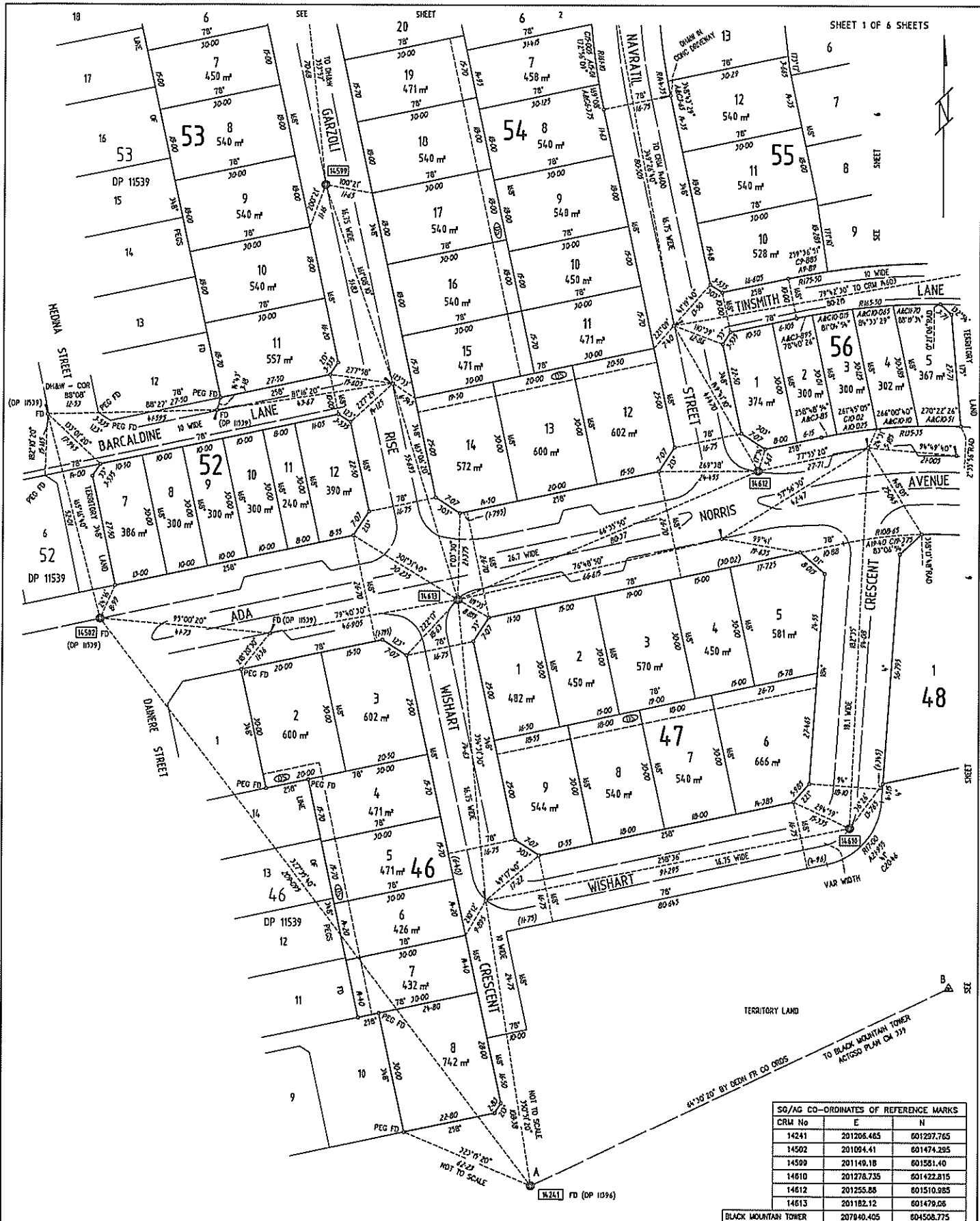


- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in 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).



Strata Manager
Signature Strata
Unit 17, 11 National Circuit, Barton ACT 2600
Phone: 02 6185 0347
Email: info@signaturestrata.com.au



SO/AG CO-ORDINATES OF REFERENCE MARKS	E	N
CRW No 14241	201206.465	601297.765
14502	201029.41	601474.295
14509	201149.18	601581.40
14610	201278.735	601422.815
14612	201255.88	601510.985
14613	201182.12	601479.08
BLACK MOUNTAIN TOWER	207840.405	604508.775

I, WILLIAM ROBERT CAMPBELL
 of YEROS AUSTRALIA Pty Limited
 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 1 JUNE 2018
 (Signature) 26 JUNE 2018
 Surveyor registered under the Surveyors Act 2007.
 I certify that this plan is the plan prepared in accordance with the
 Ordinance Act 2002.
 2 July 2018
 Surveyor-General of the ACT

PLAN OF
BLOCKS 2-8 SECTION 46, BLKS 1-9 SEC 47, BLK 1 SEC 48,
BLKS 7-12 SEC 52, BLKS 5-11 SEC 53, BLKS 2-21 SEC 54, BLKS 1-14 SEC 55
BLKS 1-10 SEC 56, BLKS 1-14 SEC 57, BLKS 2-23 SEC 58, BLKS 5,6,10 SEC 59
BLKS 1-28 SEC 60, BLKS 1-15 SEC 61, BLKS 1-19 SEC 62,
BLKS 1-22 SEC 63, BLKS 18-17 SEC 64 & BLK 1 SEC 70
BEING A SUBDIVISION OF BLOCK 20 SECTION 1
 DIVISION: DENMAN PROSPECT
 DISTRICT: MOLONGLO VALLEY
 AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:500 0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra
 in the Australian Capital Territory at
 1:30 pm, 12/07/2018
 Approved
 Dave Pether
 Registrar-General
 Registrar of Titles
DEPOSITED PLAN
11590/1
 AMENDS DP 11588

REFERENCE MARKS
 ○ Denote CP
 ⊕ Denote PLaque in KERB
 ⊕ Denote DEEP DRIVEN ROD
 ⊕ Denote ENH in KERB
 (except as otherwise shown)
 ⊕ DENOTES PROPOSED DRAINAGE & SEWERAGE SERVICE EASEMENT
NOTE
 All Enamels are 3.5 metres wide
 (except as otherwise shown)
 NOTE
 Azimuth: A-B (Stream)
 Field Book:
 Surveyor's Ref: 000482B

SG/AC CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
14505	201144.75	601887.40
14508	201137.34	601775.585
14599	201149.18	601581.40
14600	201220.20	601625.925
14601	201306.095	601674.26
14615	201288.085	601759.485

SEE

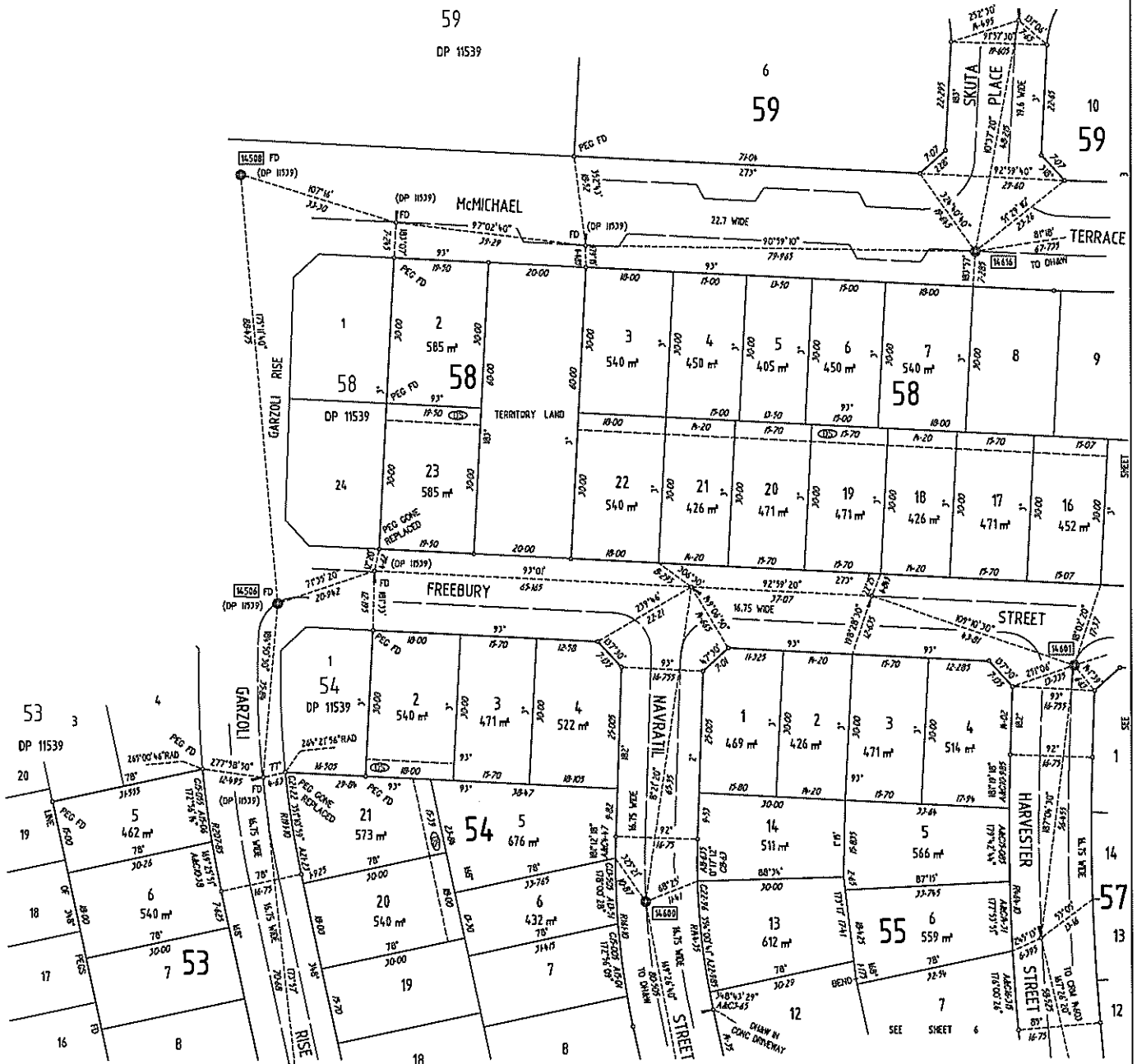
SHEET

3

4
59
DP 11539

6
59

10
59



THIS IS SHEET 2 OF MY PLAN IN 6 SHEETS

DATED 1 JUNE 2018

(Signature) *[Signature]* 24 JUNE 2018
 Surveyor registered under the Surveyors Act 2007

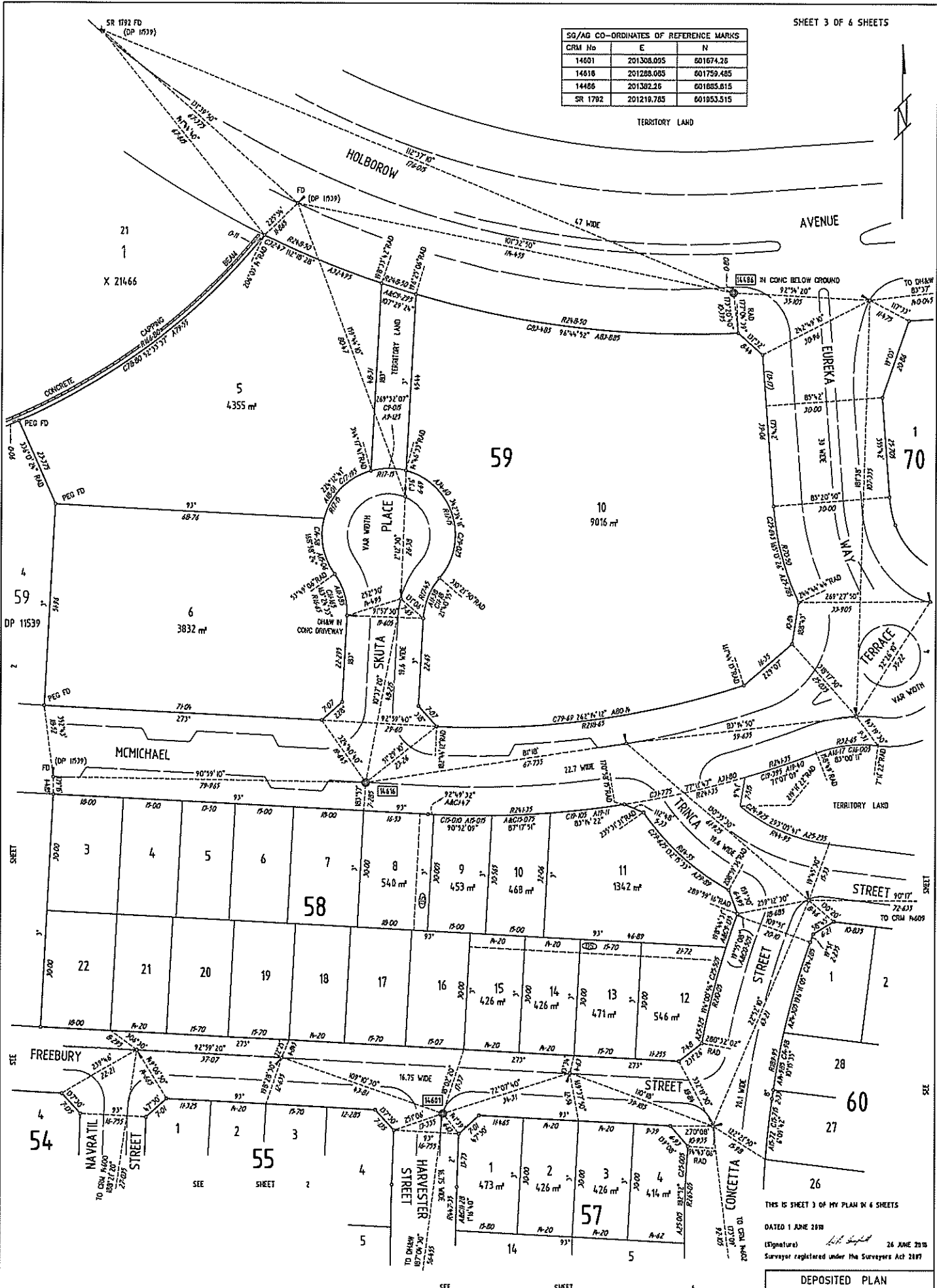
SEE SHEET 1

SCALE 1:500 0 5 10 20 30 40 METRES

DEPOSITED PLAN
 11590/2

CRM No	E	N
14601	201308.095	601674.28
14618	201288.085	601759.485
14486	201302.26	601885.815
SR 1792	201219.785	601853.515

TERRITORY LAND



SCALE 1:500

THIS IS SHEET 3 OF MY PLAN IN 6 SHEETS
 DATED 1 JUNE 2018
 (Signature)
 Surveyor registered under the Surveyors Act 2017

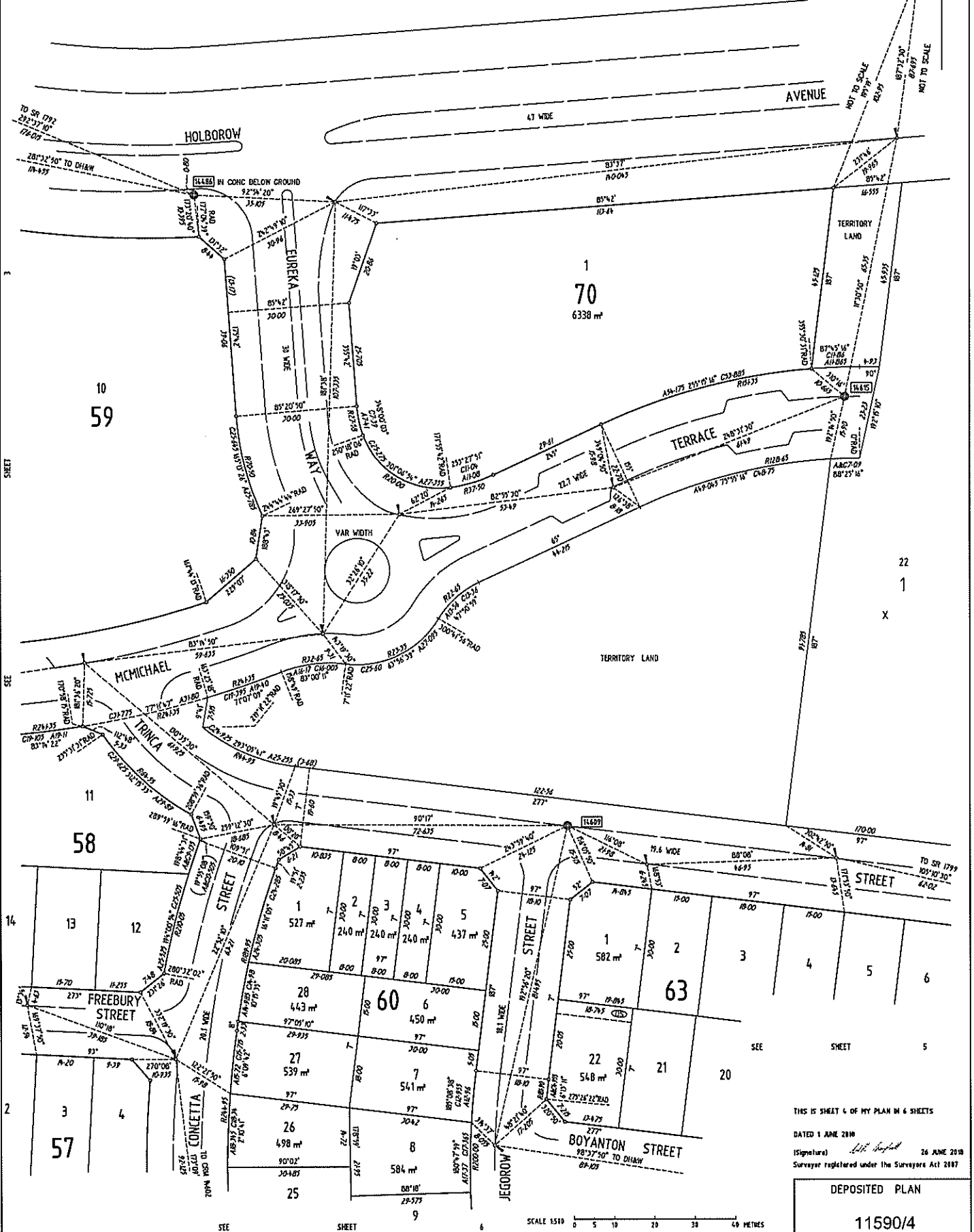
DEPOSITED PLAN

11590/3

CRM No	E	N
14609	201474.70	601729.08
14615	201543.455	601835.57
14486	201382.26	601885.815
SRM 805	201568.01	601886.54

TERRITORY LAND

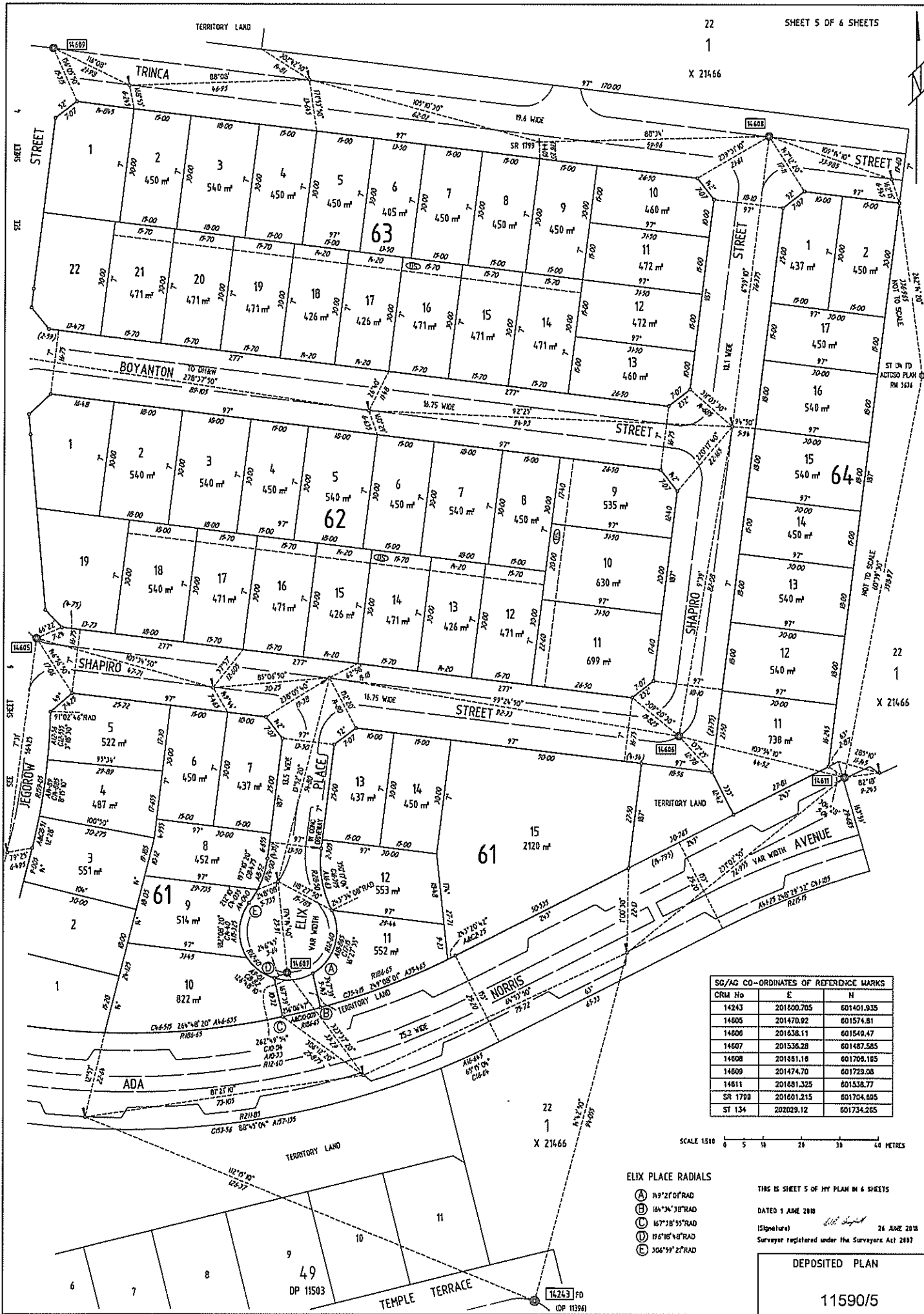
SRM 805 PD
STAR PICKET
AGTCSO PLAN
RM 3695
CP 1017



THIS IS SHEET 4 OF MY PLAN IN 6 SHEETS
DATED 1 APRIL 2018
Signature: *[Handwritten Signature]* 26 APRIL 2018
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN
11590/4

SCALE 1:500 0 5 10 20 30 40 METRES



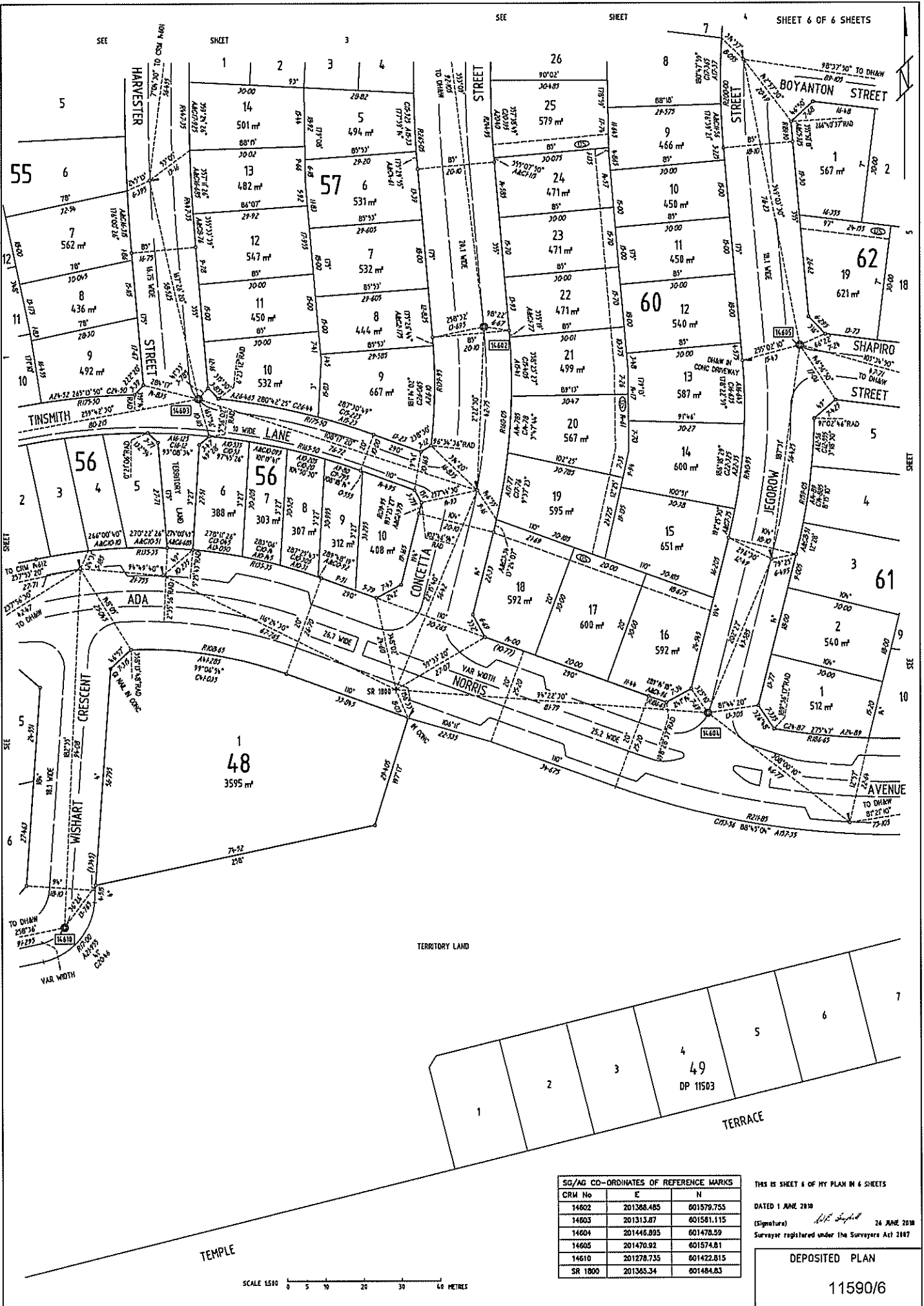
CRM No	E	N
14243	201800.705	601401.935
14605	201470.92	601574.81
14606	201638.11	601548.47
14607	201536.28	601487.585
14608	201861.16	601706.185
14609	201474.70	601729.08
14611	201681.325	601538.77
SR 1799	201601.215	601704.805
ST 134	202029.12	601734.265

SCALE 1:500 0 5 10 20 30 40 METRES

- ELIX PLACE RADIALS**
- (A) 89°21'00"RAD
 - (B) 164°34'30"RAD
 - (C) 167°38'55"RAD
 - (D) 196°16'48"RAD
 - (E) 306°49'21"RAD

THIS IS SHEET 5 OF MY PLAN IN 6 SHEETS
DATED 1 JUNE 2018
Signature: *[Signature]* 24 JUNE 2018
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN
11590/5



SG/AG CO-ORDINATES OF REFERENCE MARKS

CRM No	E	N
14602	201368.485	601579.755
14603	201313.87	601581.115
14604	201448.895	601478.59
14605	201470.92	601574.81
14610	201278.735	601422.815
SR 1800	201365.34	601484.83

THIS IS SHEET 6 OF MY PLAN IN 6 SHEETS
 DATED 1 JUNE 2010
 (Signature) *Neil Snyper* 24 JUNE 2010
 Surveyor registered under the Surveyors Act 2007

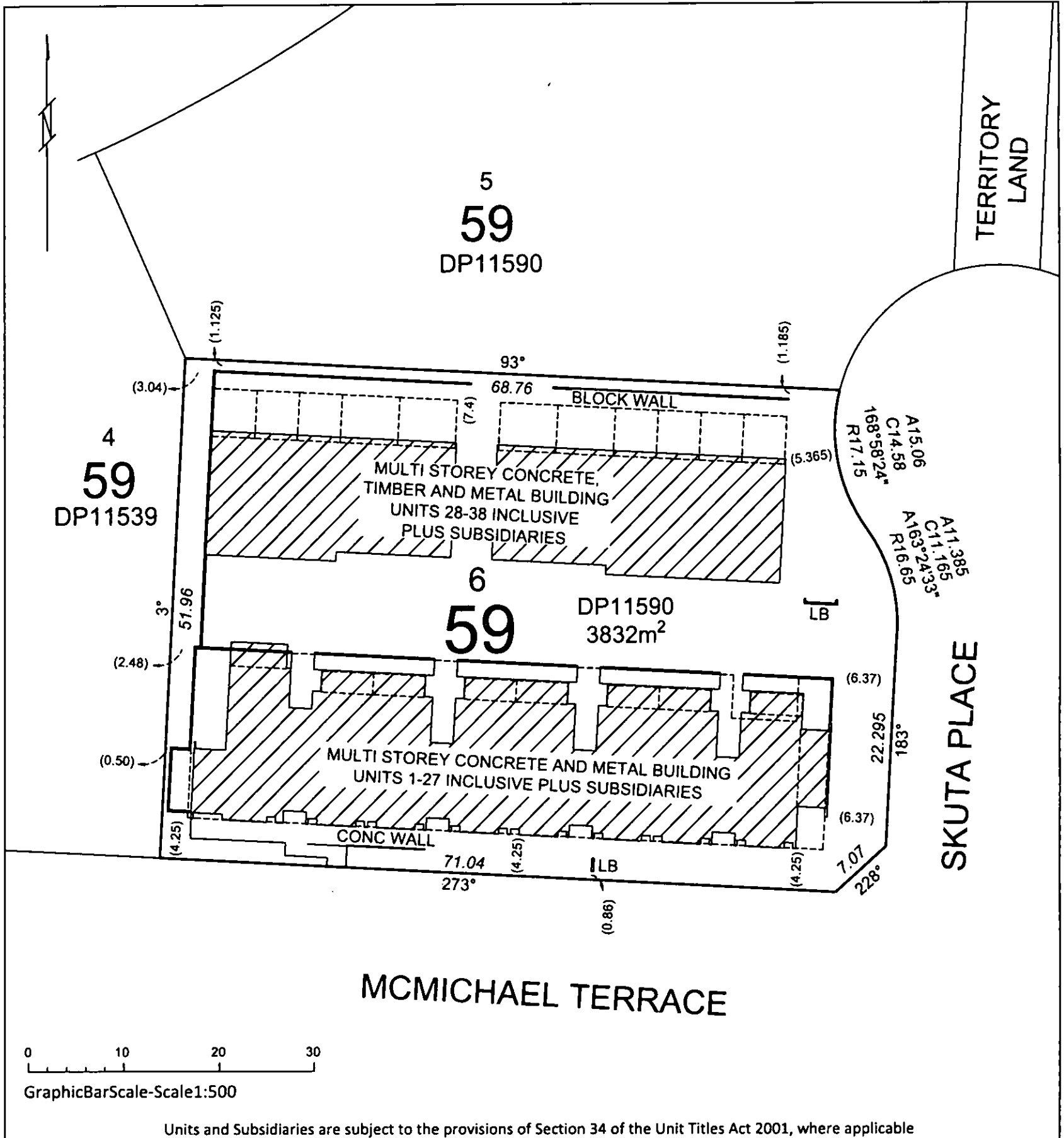
DEPOSITED PLAN
 11590/6

SCALE 1:1000 0 5 10 20 30 40 METRES

Form 088 - SP

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

Division	Section	Block	Class of Units (A or B)	Units Plan No.
DENMAN PROSPECT	59	6	A	4714



EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

R.C.
RYAN CAPPELLO
DIRECTOR

Rebecca McMillan
Rebecca McMillan
Director
Registered Proprietor

Erin Fal
Registered Surveyor

Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

UP 21767



ACT
Government

Justice and Community Safety

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2358:30	Molonglo Valley/Denman Prospect	59	6	11590	4714

NAME OF MANAGER / OWNERS CORPORATION
LI Hooker Strata ACT

ADDRESS FOR SERVICE OF NOTICE
1st Floor 182 -200 City Walk, Canberra City, ACT, 2601

SURVEYOR'S DECLARATION

I, **Gregory Ireton Gibson** of **GEOSURV PTY LTD, 16/27 Yallourn Street, Fyshwick 2609**

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

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / ~~under my immediate supervision (delete whichever is not applicable) and was completed on 1st November 2017 -~~
- The survey is in accordance with the following Acts:
 - *Unit Titles Act 2001*;
 - *Land Titles (Unit Titles) Act 1970*;
 - *Land Titles Act 1925*; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

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

OR

- 3 (a), (b), (c)
- All units and unit subsidiaries shown in the diagrams are wholly within the parcel;
 - The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including 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.

Gregory
Signature of Registered Surveyor 10th July 2019 Dated

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

Lyn Tankey
Lyn Tankey Delegate of the Authority / Executive 15 August 2019 Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	<i>[Signature]</i>
EXAMINED BY		REGISTRATION DATE	16 AUG 2019
DATA ENTERED BY	<i>[Signature]</i>		

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District/Division	Section	Block
MOLONGLO VALLEY / DENMAN PROSPECT	59	6

Unit Plan No
4714

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	186	3	2419	51
2	184	3	2419	52
3	241	3	2419	53
4	241	3	2419	54
5	241	3	2419	55
6	247	4	2419	56
7	241	3	2419	57
8	241	3	2419	58
9	316	4	2419	59
10	181	3	2419	60
11	181	3	2419	61
12	238	3	2419	62
13	238	3	2419	63
14	238	3	2419	64
15	238	3	2419	65
16	247	4	2419	66
17	238	3	2419	67
18	316	4	2419	68
19	184	3	2419	69
20	184	3	2419	70
21	252	4	2419	71
22	252	4	2419	72
23	258	5	2419	73
24	250	4	2419	74
25	258	5	2419	75

Aggregate

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

Volume

Folio

2419

50

~~Rebecca McMillan~~
Rebecca McMillan
Director

Ryan C Appello
Ryan C Appello
Director
Signature of Lessee

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

Dated Fifteenth this day of August 2019

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General



Deputy Registrar-General

Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

SUBSIDIARY INDEX

UNIT IDENTIFIER			STREET	SUBSIDIARIES						SUBSIDIARY TOTAL			
UNIT No.	SHEET No.	Door No.		COURTYARD		BALCONY		CARSPACE/GARAGE			STORAGE CAGE		
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		SUB No.	SHEET No.	
1	11	1	92 MCMICHAEL STREET	1	11			2	9	3	9	3	
2	11	2		1	11			2	9	3	9	3	
3	11	3		1	11			2	9	3	9	3	
4	11	4		1	11			2	9	3	9	3	
5	11	5		1	11			2	9	3	10	3	
6	12	6		1	12			2,3	9	4	9	4	
7	12	7		1	12			2	9	3	10	3	
8	12	8		1	12			2	9	3	10	3	
9	12	9		1	12			2,3	10	4	10	4	
10	13	10				1	13	2	9	3	10	3	
11	13	11				1	13	2	9	3	10	3	
12	13	12				1	13	2	10	3	10	3	
13	13	13				1	13	2	10	3	10	3	
14	13	14				1	13	2	10	3	10	3	
15	14	15				1	14	2	10	3	10	3	
16	14	16				1	14	2,3	9	4	9	4	
17	14	17				1	14	2	10	3	10	3	
18	14	18				1	14	2,3	9	4	10	4	
19	15	19				1	15	2	9	3	9	3	
20	15	20				1	15	2	9	3	9	3	
21	15	21				1,2	15	3	9	4	9	4	
22	15	22				1,2	15	3	9	4	9	4	
23	15	23				1,2	15	3,4	9	5	9	5	
24	16	24				1,2	16	3	9	4	9	4	
25	16	25				1,2	16	3,4	10	5	10	5	
26	16	26				1,2	16	3,4	9	5	9	5	
27	16	27				1,2,3	16	4,5	10	6	10	6	
28	8,10,12	28	1 SKUTA PLACE	1	10	2	8					2	
29	8,10,12	29		1	10	2	8						2
30	8,10,12	30		1	10	2	8						2
31	8,10,12	31		1	10	2	8						2
32	8,10,12	32		1	10	2	8						2
33	7,9,11	33		1	9	2	7						2
34	7,9,11	34		1	9	2	7						2
35	7,9,11	35		1	9	2	7						2
36	7,9,11	36		1	9	2	7						2
37	7,9,11	37		1	9	2	7						2
38	7,9,11	38		1	9	2	7						2

EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

R. C.
 RYAN CAPPELLO
 DIRECTOR

Rebecca McMillan
 Rebecca McMillan
 Director
 Registered Proprietor

V. Vally
 V. Vally
 Delegate of the
 ACT Planning and Land Authority

Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

LEGEND and SPECIFICATION SHEET

- G - DENOTES GARAGE
- LB - DENOTES LETTER BOX
- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- CY - DENOTES COURT YARD
- S - DENOTES STAIRS
- CS - DENOTES CAR SPACE 2.4x5.4m
- SC - DENOTES STORAGE CAGE
- - DENOTES STORAGE CAGE, 2m²
- - DENOTES STORAGE CAGE, 3m²

LIFT, STAIR AND RAMP THROUGHOUT ARE COMMON PROPERTY

COURT YARDS ,BALCONYS , CAR SPACE'S & PATIOS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 5 OF THE UNIT TITLES ACT 2001

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTERLINES OF WALL, UNLESS NOTED OTHERWISE

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

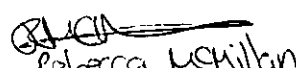
ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS AND DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

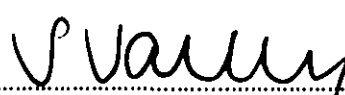
THE OWNERS CORPORATION OR OTHER UNITS OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTION 34 AND 35 OF THE UNIT TITLES ACT 2001

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

EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY
LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT
TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST
IN ACCORDANCE WITH S.127 OF THE
CORPORATIONS ACT 2001


RYAN CAPPELLO
DIRECTOR


Rebecca McMillan
Director
Registered Proprietor


Lyn Tonkey Delegate of the
ACT Planning and Land Authority

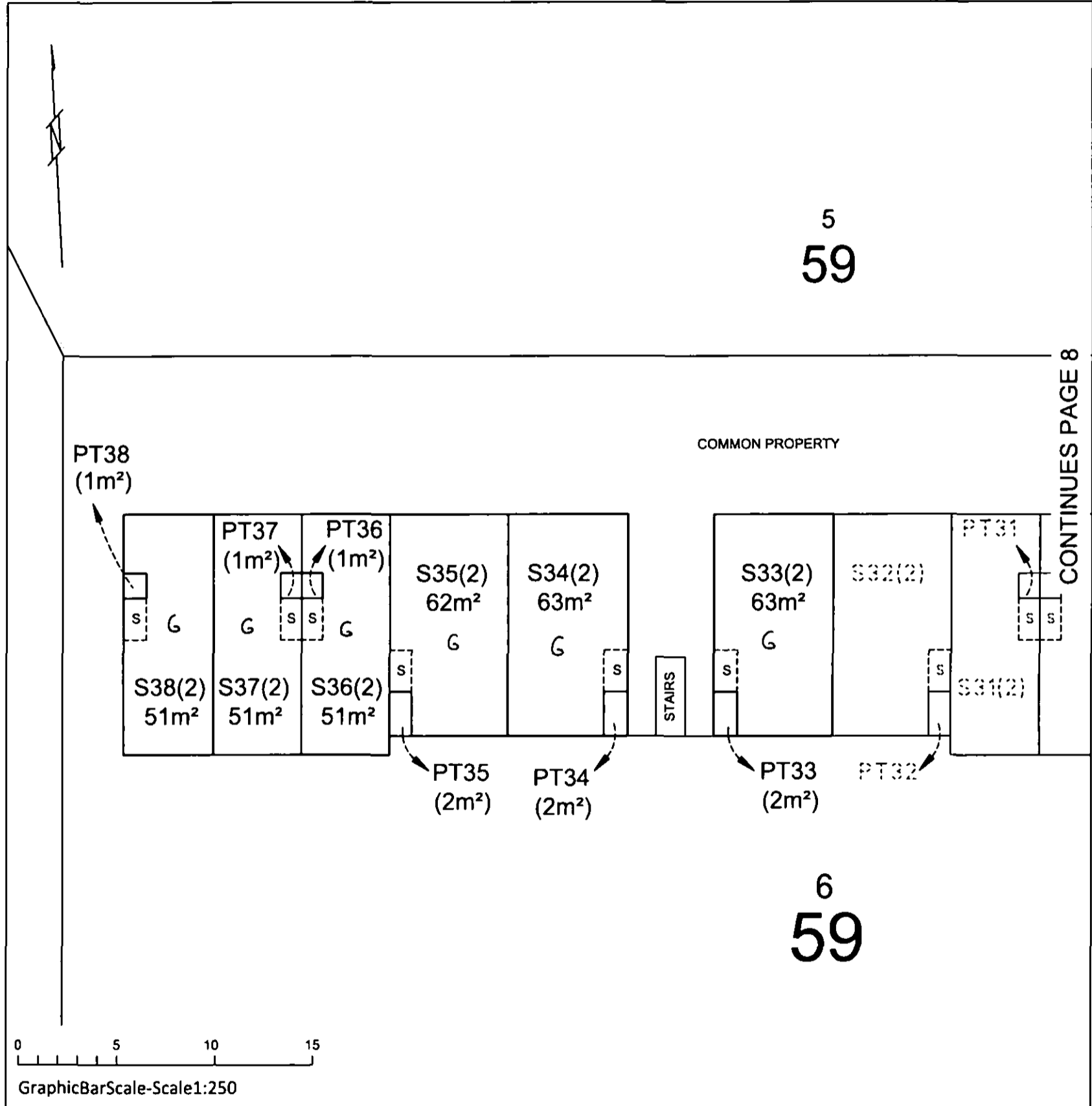
Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER	LOWER GROUND - WEST
--------------	---------------------



EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

R.C.
RYAN CAPPELLO
DIRECTOR

Rebecca McKilbr
Rebecca McKilbr
Director
Registered Proprietor

Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

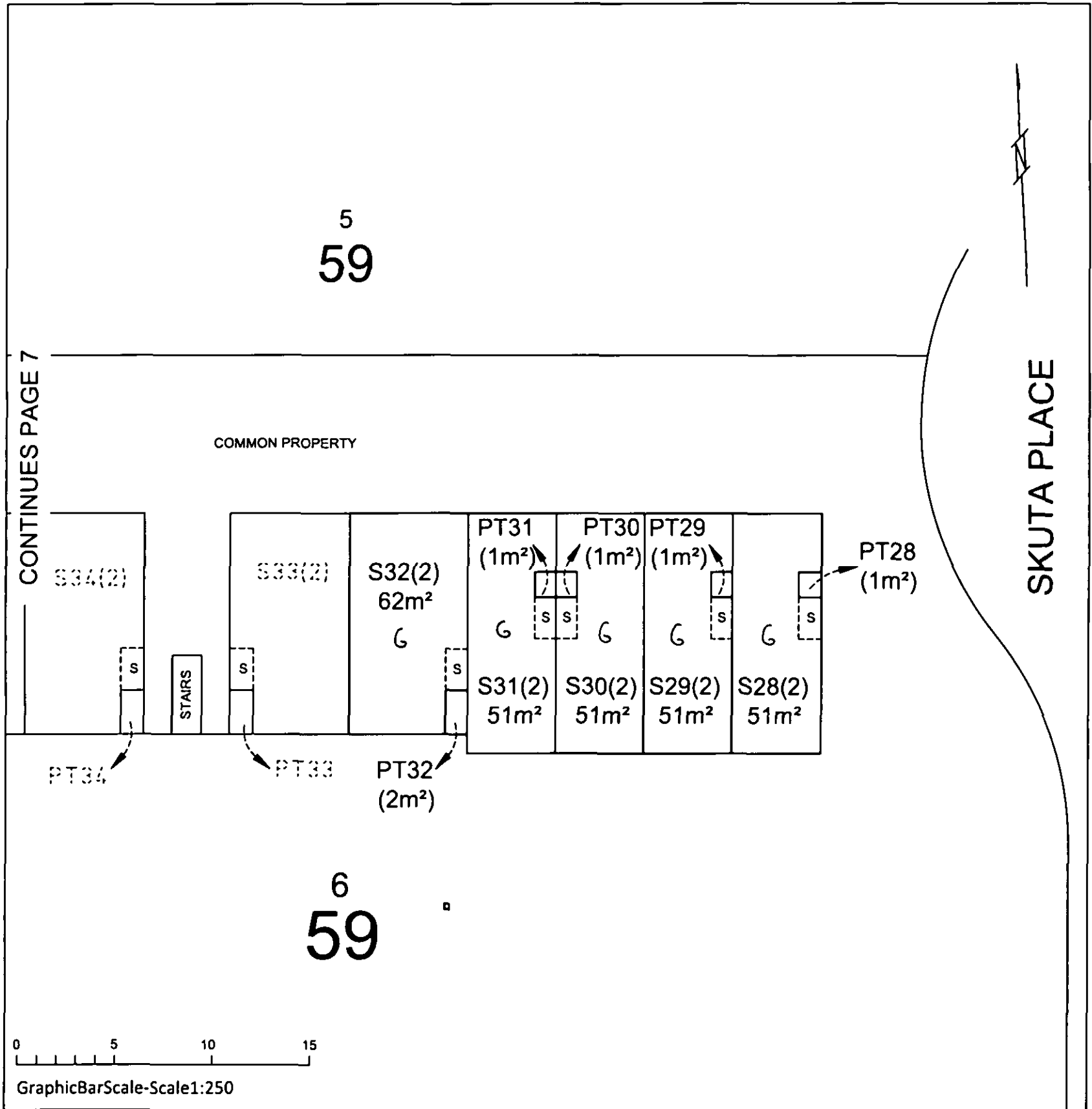
Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER	LOWER GROUND - EAST
--------------	---------------------



EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

R.C.
RYAN CAPPELLO
DIRECTOR

Rebecca McMillan
Rebecca McMillan
Director
Registered Proprietor

Lyn Tenkey
Lyn Tenkey Delegate of the
ACT Planning and Land Authority

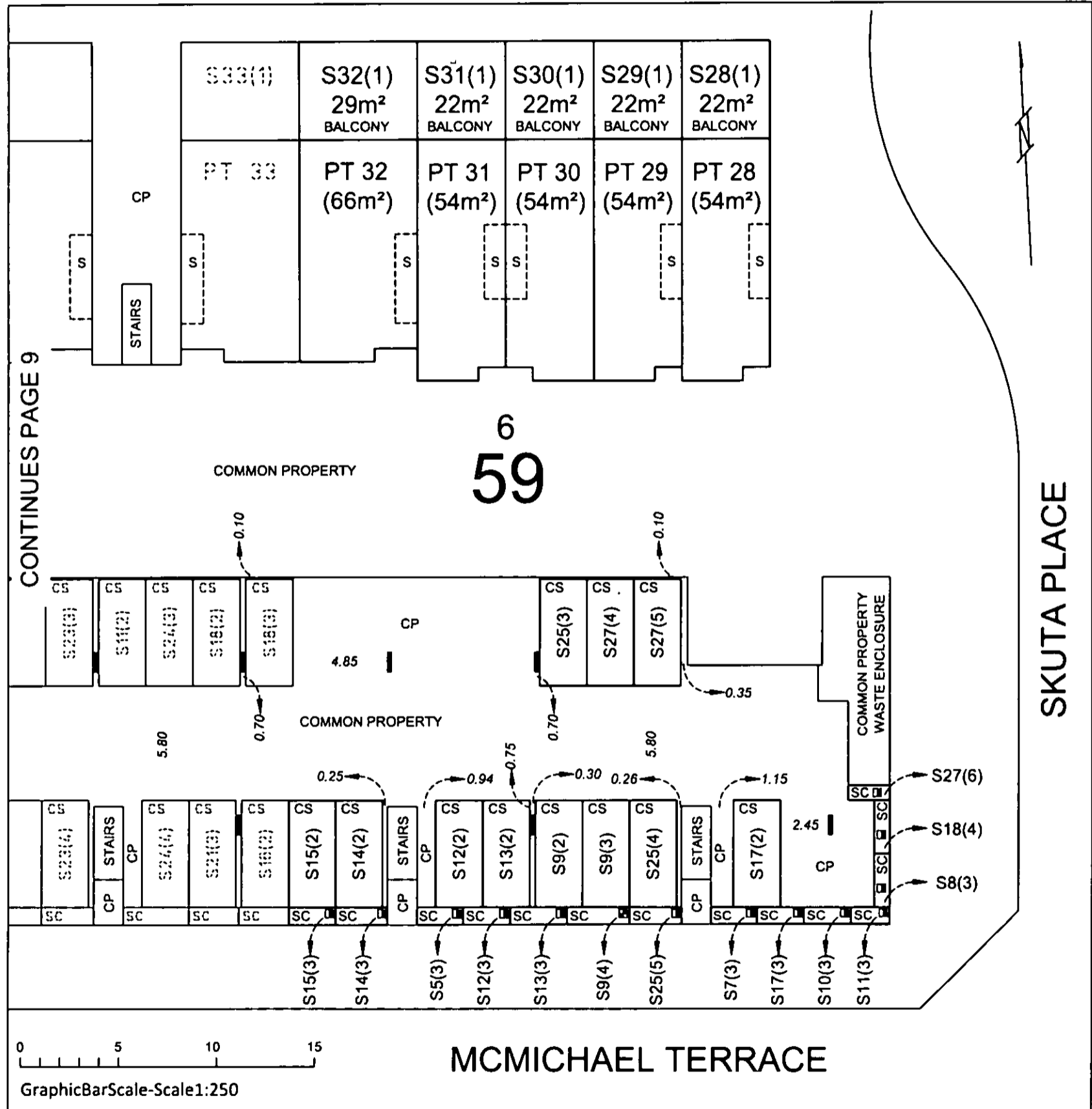
Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER	GROUND - EAST
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EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

[Signature]
RYAN CAPPELLO
DIRECTOR

[Signature]
Rebecca McMillan
Director
Registered Proprietor

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

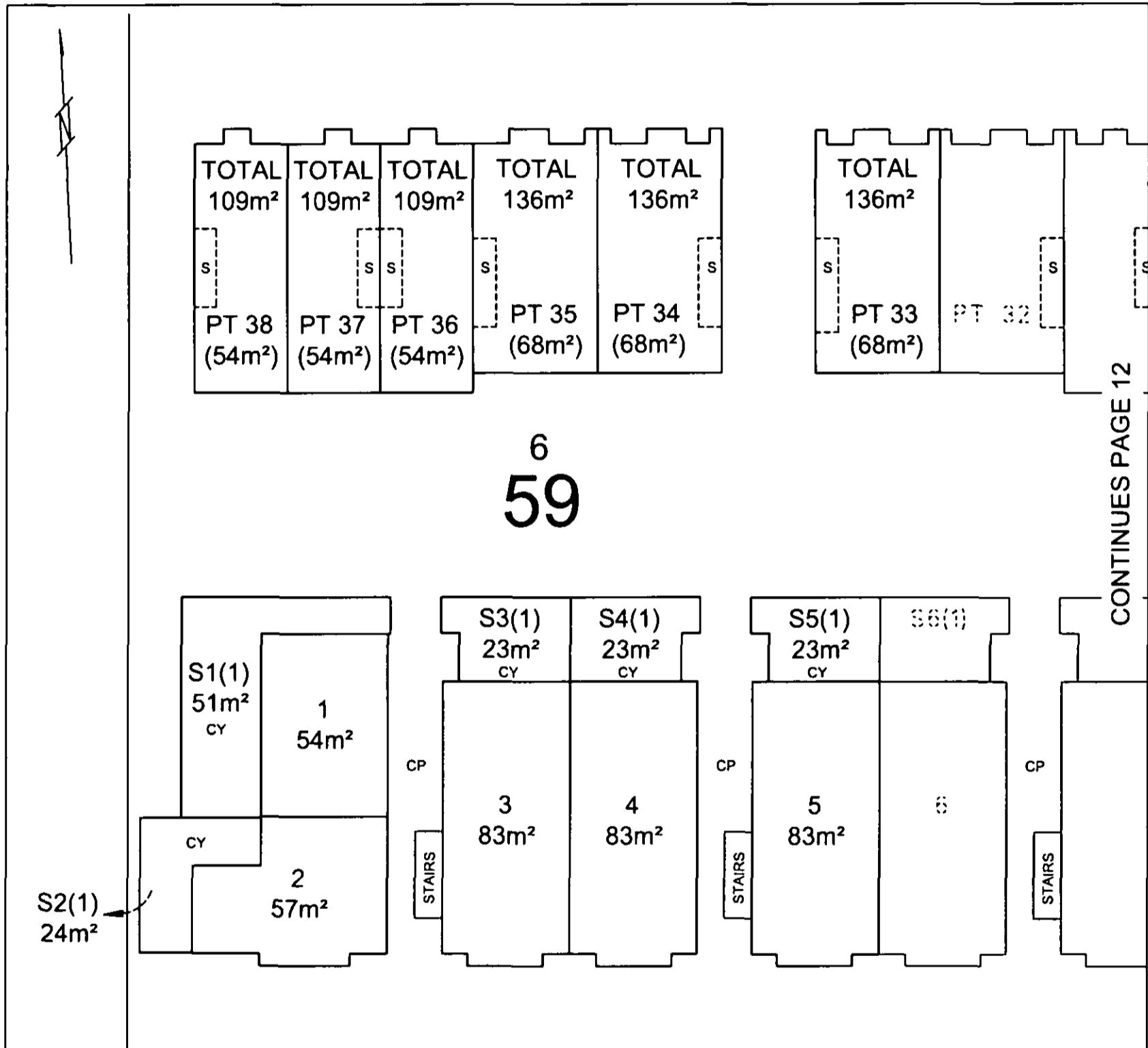
Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER	LEVEL 1 WEST



CONTINUES PAGE 12



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MCMICHAEL TERRACE

EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

R. C.
RYAN CAPPELLO
DIRECTOR

Rebecca McMillan
Rebecca McMillan
Director
Registered Proprietor

Lyn Terkey
Lyn Terkey
Delegate of the
ACT Planning and Land Authority

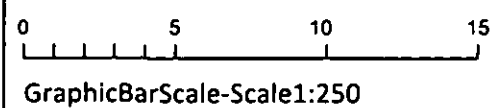
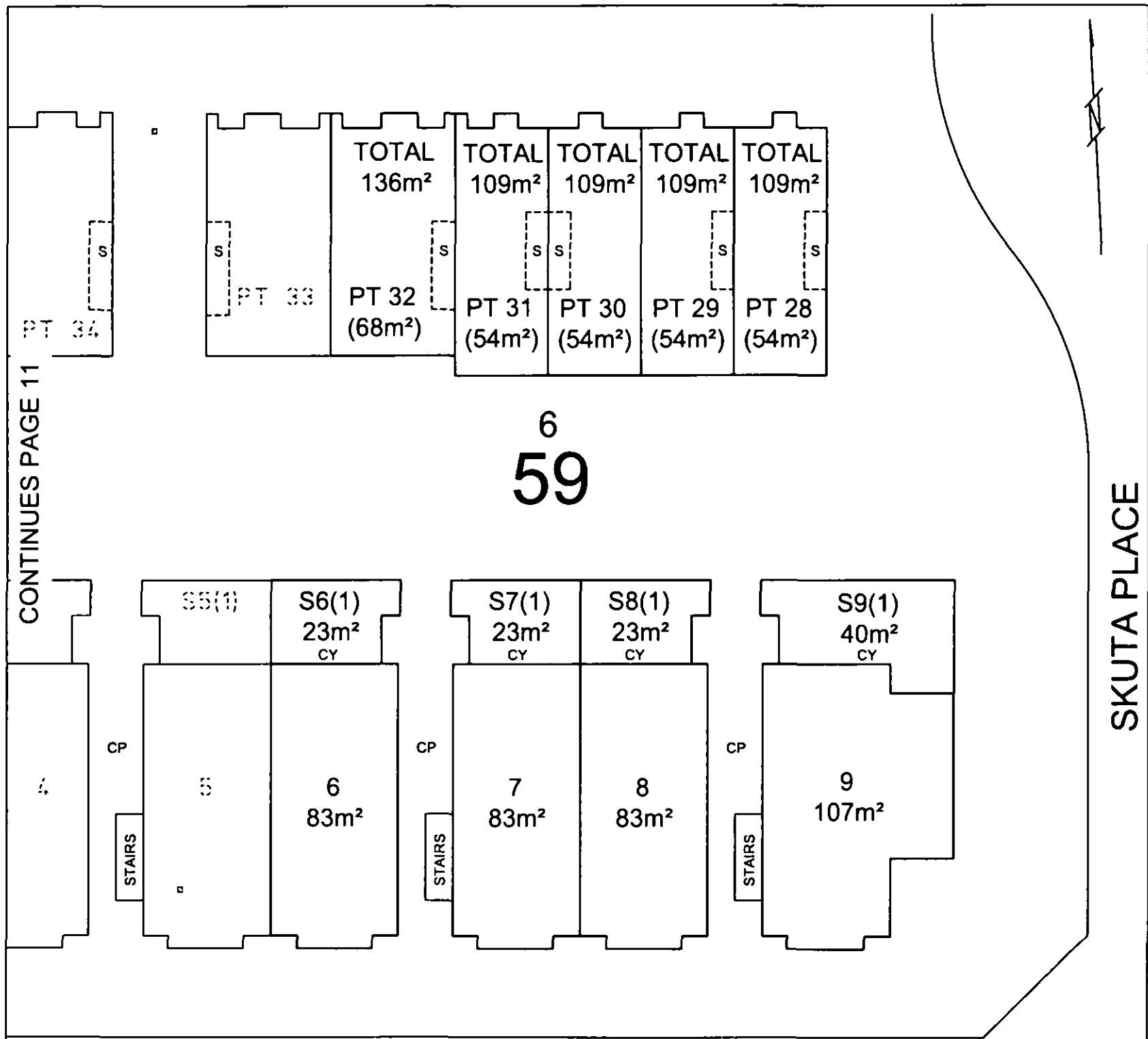
Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER	LEVEL 1 EAST
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EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

R. C.
RYAN CAPPELLO
DIRECTOR

Rebecca McMillan
Rebecca McMillan
Director
Registered Proprietor

Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

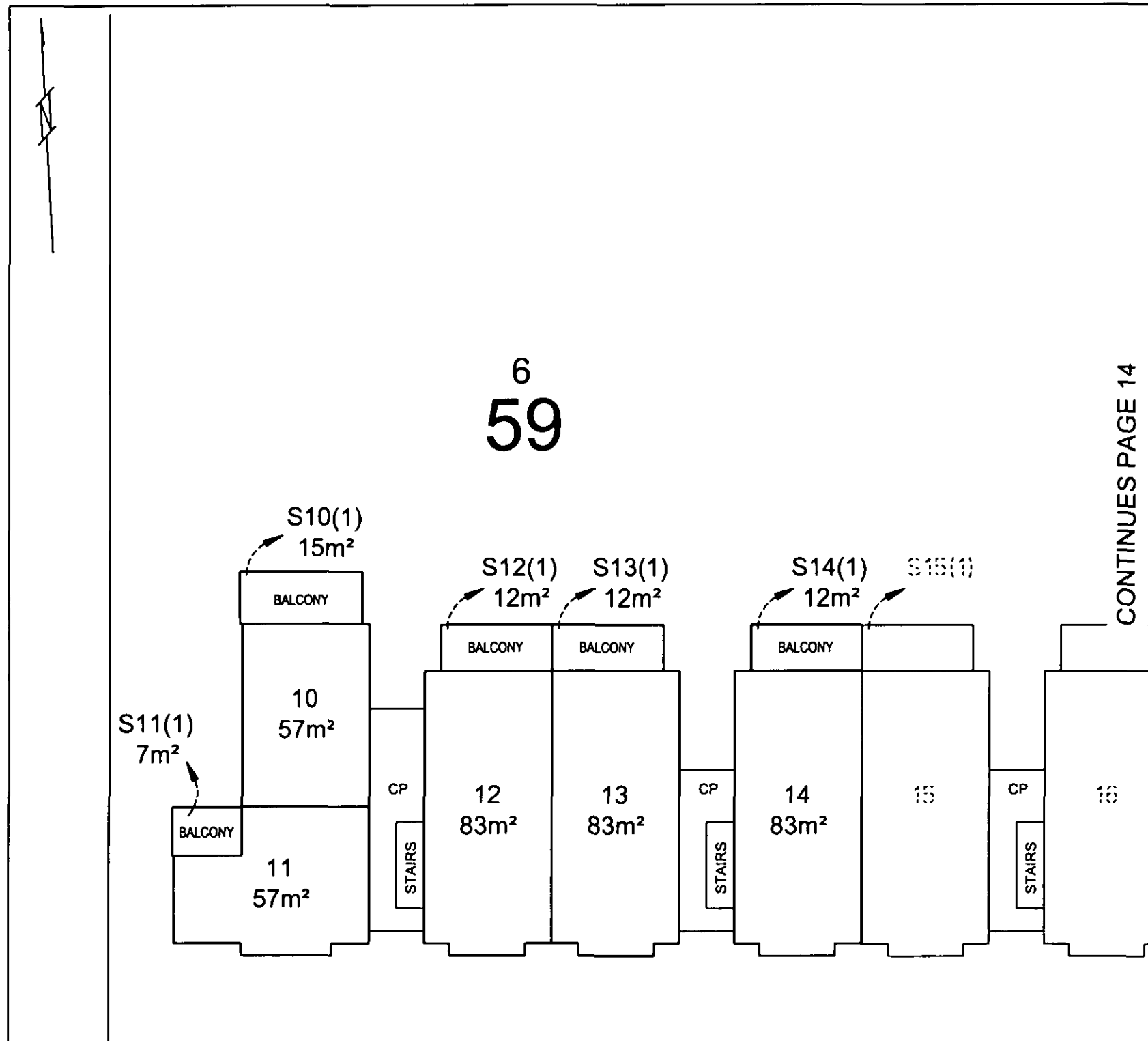
Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER	LEVEL 2 WEST
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CONTINUES PAGE 14

6
59



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MCMICHAEL TERRACE

EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

[Signature]
RYAN CAPPELLO
DIRECTOR

[Signature]
Rebecca McMillan
Director
Registered Proprietor

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

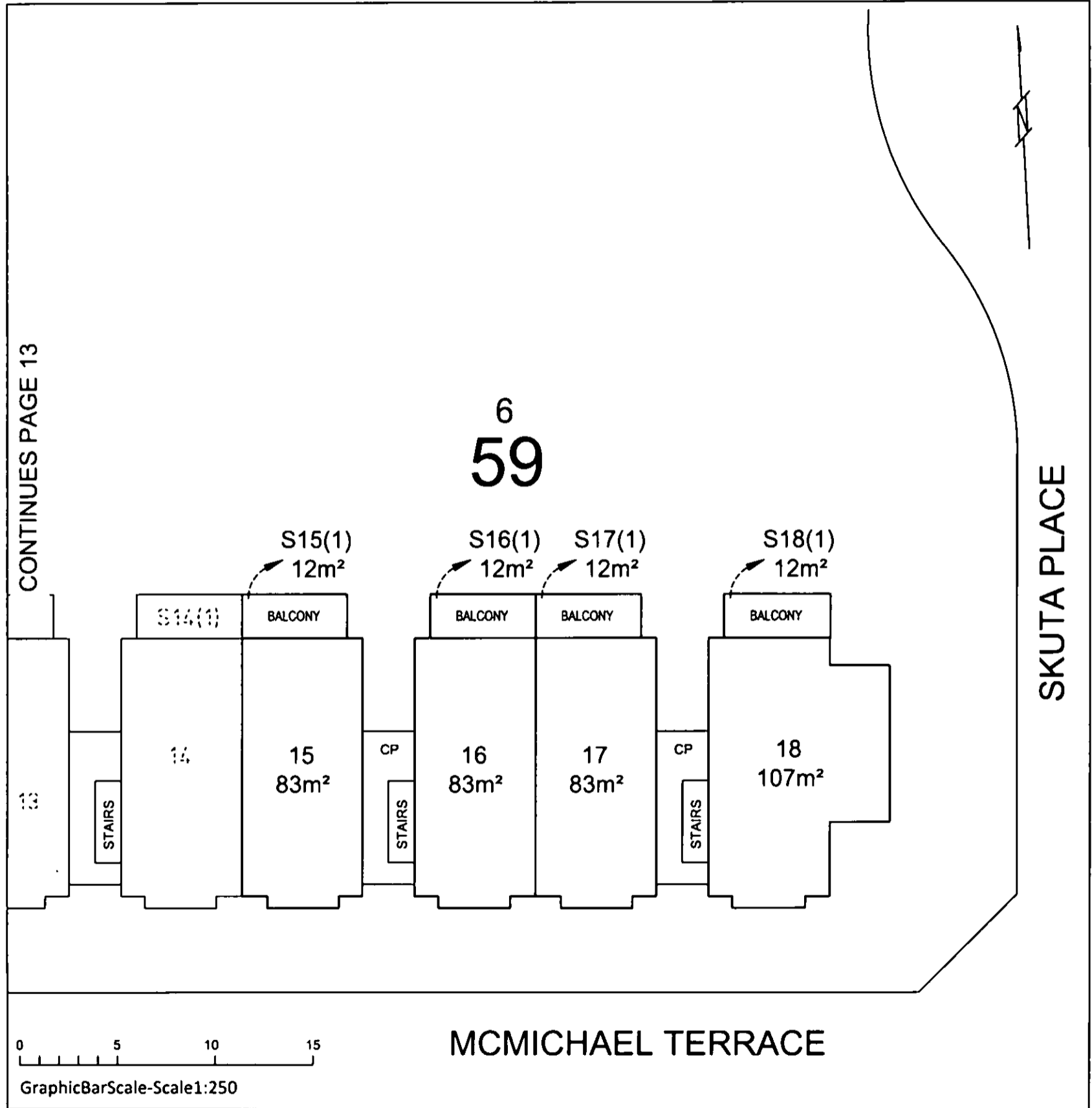
Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER	LEVEL 2 EAST



EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

R. C.
RYAN CAPPELLO
DIRECTOR

Rebecca McMillan
Rebecca McMillan
Director
Registered Proprietor

Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 091 - FP

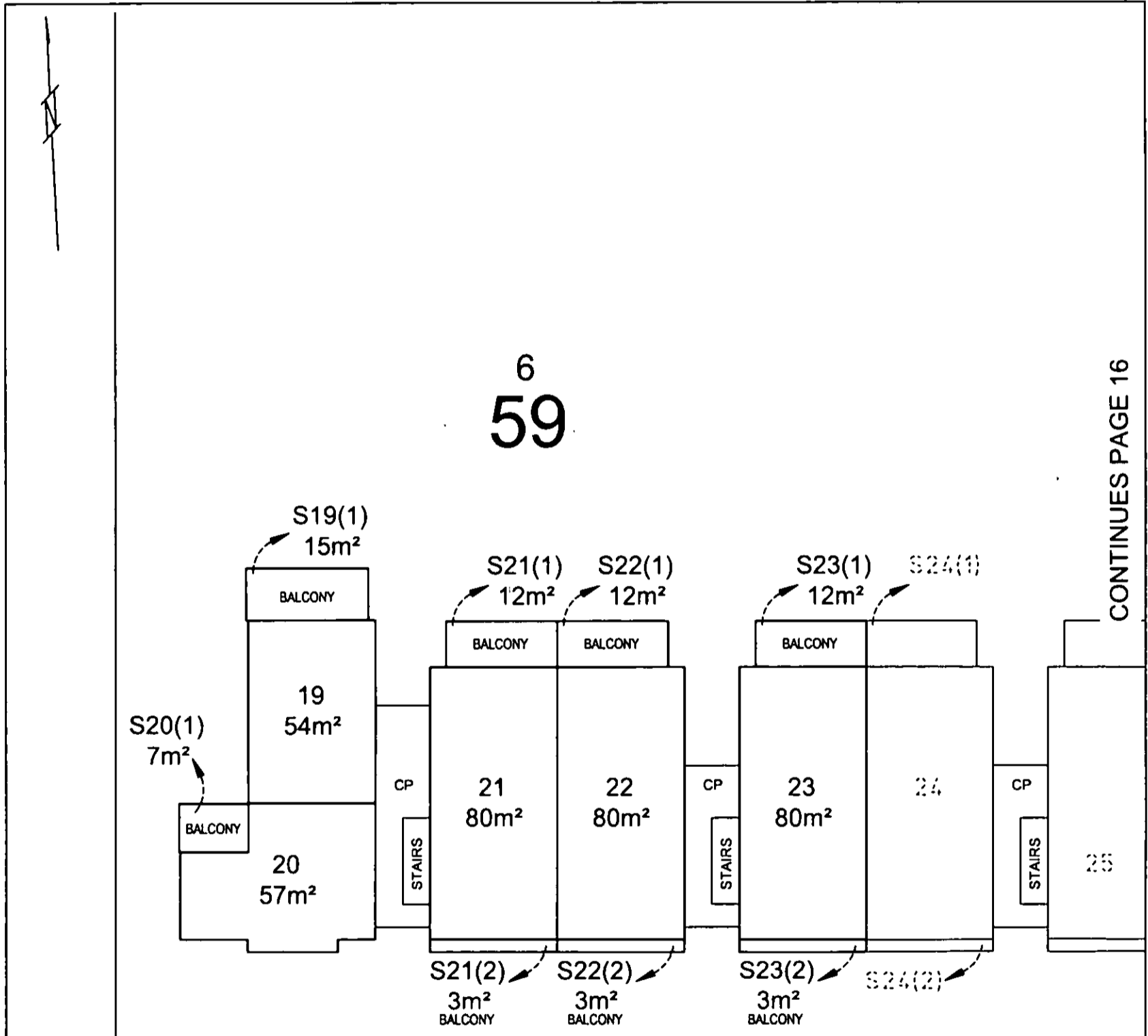
LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate
FLOOR PLAN

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER

LEVEL 3 WEST



CONTINUES PAGE 16

6
59



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MCMICHAEL TERRACE

EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT 2001

R.C.
RYAN CAPPELLO
DIRECTOR

Rebecca McMillan
Rebecca McMillan
Director
Registered Proprietor

Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

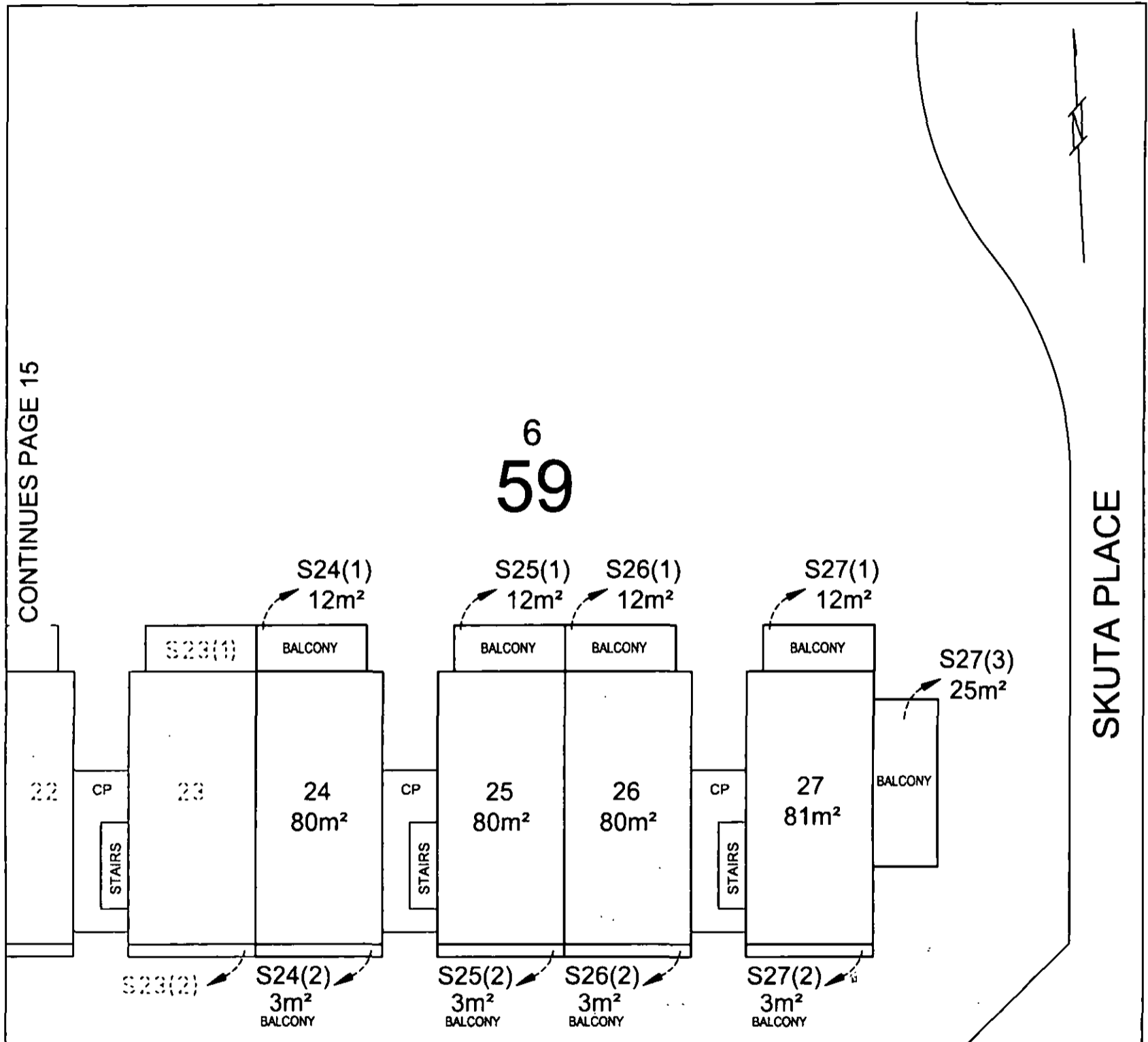
Form 091 - FP

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

Division	Section	Block
DENMAN PROSPECT	59	6

Units Plan No.
4714

FLOOR NUMBER	LEVEL 3 EAST
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MCMICHAEL TERRACE

EXECUTED BY CAPPELLO DEVELOPMENTS NO 7 PTY
LIMITED ATF CAPPELLO DEVELOPMENTS NO 7 UNIT
TRUST AND TJR1 PTY LIMITED ATF TJR1 TRUST
IN ACCORDANCE WITH S.127 OF THE
CORPORATIONS ACT 2001

R.C.
RYAN CAPPELLO
DIRECTOR

Rebecca McMillan
Rebecca McMillan
Director
Registered Proprietor

Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

FORM 4

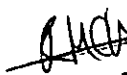
Land Titles (Unit Titles) Act 1970

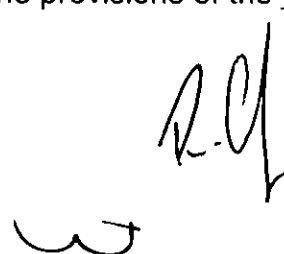
UNITS PLAN NO: 1714

Block 6 Section 59 Division of DENMAN PROSPECT

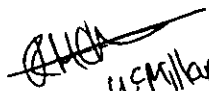
SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

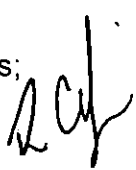
1. The term of the lease of each of the units expires on the third day of July Two thousand one hundred and seventeen.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 38 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) the Lessee shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
 - (e) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (f) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;



Rebecca McMillan
Director


Ryan Cappello
Director

- (g) 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;
- (h) 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;
- (i) 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;
- (j) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (k) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
- (ii) to which the Tree Protection Act 2005, applies;


Rebecca McMillan
Director


Ryan Cappello
Director



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

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

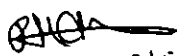
- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for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

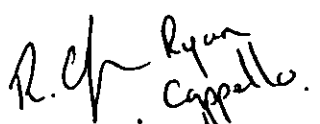
(b) that if:

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

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;


Rebecca McKilban
Director


Ryan Cappallo
Director

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

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "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":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

~~RHC~~
Rebecca McMillan
Director

WJ

R. C.
Ryan Coppetto
Director

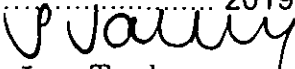
- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists 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 including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;

~~Rebecca~~
Rebecca McMillan
Director

W
R.C.
Ryan Cappello
Director

- (n) 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 Fifteenth day of August 2019.


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

LESSEE: **TJR1 PTY LIMITED A.C.N. 618 153 003**

**CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED
A.C.N. 609 763 171**

~~RICK~~
Rebecca McMillan
Director

R. C.
Ryan Cappello
Director

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4714

Block 6 Section 59 Division of DENMAN PROPSPECT

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

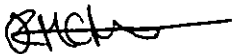
1. The term of the lease expires on the third day of July Two thousand one hundred and seventeen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 4714 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) the Owners Corporation shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;
 - (d) 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;

~~Rebecca McMillan~~
Rebecca McMillan
Director


W

R. C.
Ryan Cappello
Director

- (e) 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;
- (f) except where necessary for compliance with Clause 3(e) 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;
- (g) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority 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;


Rebecca McKillop
Director





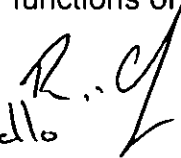

Ryan Cappello
Director

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

4. It is mutually covenanted and agreed by the Commonwealth 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 the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or


Rebecca McMillan
Director

 Ryan Cappello
Director 

- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 4714';
- (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;

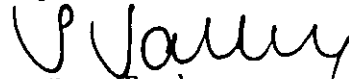
R. of Ryan Cappelto
Director

W

~~Rebecca~~
Rebecca McMillan
Director

- (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 Fifteenth day of August 2019.




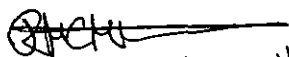
Lyn Tankey

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

LESSEE: **TJR1 PTY LIMITED A.C.N. 618 153 003**

**CAPPELLO DEVELOPMENTS NO 7 PTY LIMITED
A.C.N. 609 763 171**

 Ryan Cappello
Director

~~~~
Rebecca McMillan
Director



LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	4	Block	6	Section	59	Suburb	DENMAN PROSPECT
-------------	----------	--------------	----------	----------------	-----------	---------------	------------------------

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

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 81204 | | Dated: 12-AUG-19 |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | | (see report) |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Applicant's Name : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 7257415 - 190929927

Date: 07-APR-26 14:52:46



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

07-APR-2026 14:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

DENMAN PROSPECT Section 59/Block 6/Unit 4

Building Class: A

Area(m2): 3,832.0
Unimproved Value: \$2,280,000 **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.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201833495 **Lodged** 01-MAY-18 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 11 new two storey town houses, a 3 storey building with 27 apartments, basement car parking, landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Molonglo Valley	Denman Prospect	59	6-6	

-- Involved Parties -----

Role	Name
Lessee	Ryan Cappello
Lessee	Capital Estate Development Pty
Applicant	Stewart Architecture

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



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

07-APR-2026 14:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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 TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4714

Unit No: 4 Lot No: 4

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

Entitlements

Unit Entitlement: **241**
Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Corporation's records can be inspected at

Address: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	Aki Holloway	11/92 McMichael Terrace DENMAN PROSPECT ACT 2611
	Susan Virgin	9/92 McMichael Terrace DENMAN PROSPECT ACT 2611
	Harleen Basrai	29/1 Skuta Place DENMAN PROSPECT ACT 2611

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$2,786.72**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/25 to 30/11/25	696.68	12/11/25	19/12/25	0.00	12/11/25
01/12/25 to 28/02/26	696.68	02/02/26	09/02/26	0.00	02/02/26
01/03/26 to 31/05/26	696.68	01/05/26		0.00	01/05/26
01/06/26 to 31/08/26	696.68	01/08/26		0.00	01/08/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4714 - Unit 4

Amount (if any) outstanding (credit shown with -) **\$96.68**

Paid to **28/02/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$980.48**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/25 to 30/11/25	245.12	12/11/25	19/12/25	0.00	12/11/25
01/12/25 to 28/02/26	245.12	02/02/26	09/02/26	0.00	02/02/26
01/03/26 to 31/05/26	245.12	01/05/26		0.00	01/05/26
01/06/26 to 31/08/26	245.12	01/08/26		0.00	01/08/26

Amount (if any) outstanding (credit shown with -) **\$245.12**

Paid to **28/02/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	--------	----------	-----------	----------	------------

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

Other amounts owing

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

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

Total amount due and payable as at the date of this Certificate (credit shown with -): **(\$600.00)**

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4714 - Unit 4

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU Strata Insurance	HU0000016507	21,270,000.00	23/07/26		26,560.63
<i>LOSS OF RENT</i> CHU Strata Insurance	HU0000016507	3,190,500.00	23/07/26		
<i>PUBLIC LIABILITY</i> CHU Strata Insurance	HU0000016507	30,000,000.00	23/07/26		
<i>FIDELITY GUARANTEE</i> CHU Strata Insurance	HU0000016507	250,000.00	23/07/26		
<i>OFFICE BEARERS</i> CHU Strata Insurance	HU0000016507	5,000,000.00	23/07/26		
<i>VOLUNTARY WORKERS</i> CHU Strata Insurance	HU0000016507	1,500,000.00 / \$2,000.00	23/07/26		
<i>GOVT AUDIT COSTS</i> CHU Strata Insurance	HU0000016507	25,000.00	23/07/26		
<i>APPEAL EXPENSES</i> CHU Strata Insurance	HU0000016507	100,000.00	23/07/26		
<i>LOT OWNERS FIXTURES</i> CHU Strata Insurance	HU0000016507	250,000.00	23/07/26		
<i>WORKERS COMPENSATION</i> CHU Strata Insurance	HU0000016507	Not Selected	23/07/26		
<i>COMMON AREA CONTENTS</i> CHU Strata Insurance	HU0000016507	212,700.00	23/07/26		
<i>LEGAL DEFENSE</i> CHU Strata Insurance	HU0000016507	50,000.00	23/07/26		

Fund Balances

Balances as at: 08 April 2026

Administrative Fund	13,965.09
Sinking Fund	186,462.53

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4714 - Unit 4

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

Sustainability Infrastructure

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

Crown Lease Extension Application

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

No

Ongoing Development Approval

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

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4714 - Unit 4

Embedded Network

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

(i) Which utility service the embedded network applies to

Not applicable

(ii) The name of the embedded network provider

Not applicable

D. McCarthy



Dated at Canberra the **08 April 2026**



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000016507
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	23/07/2025 to 23/07/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4714
Situation	92 MCMICHAEL TERRACE DENMAN PROSPECT ACT 2611

Policies Selected

Policy 1 – Insured Property

Building: \$20,192,288
Common Area Contents: \$201,923
Loss of Rent & Temporary Accommodation (total payable): \$3,028,843

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

09/07/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Insurance Valuation Report

For

Northridge

**92 McMichael Terrace & 1 Skuta Place,
Denman Prospect**

Scheme Number: 4714



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 198064

09 November 2023

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E i f @ i

QIA Group Pty Ltd

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SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the 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 Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

The Insurance Valuation represents reinstatement 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 including:

- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

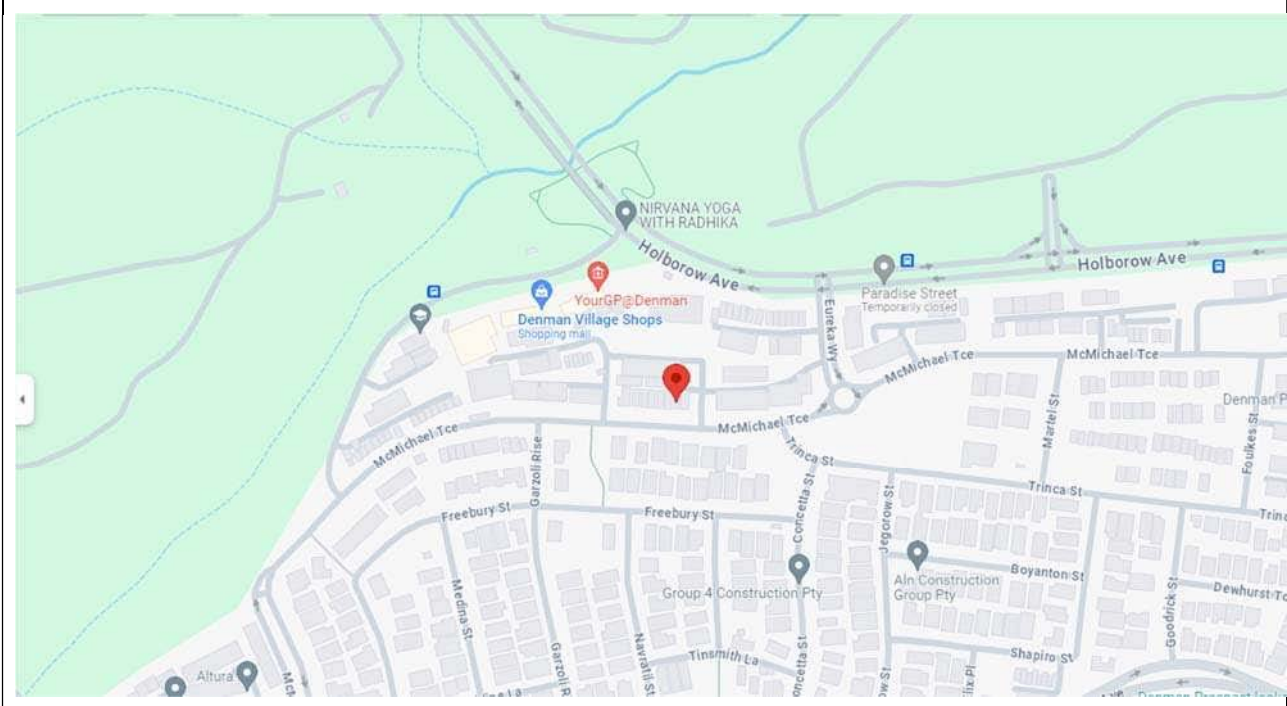
NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation

Replacement Building and Improvements Cost:	\$13,815,000
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months
Calculated at 6% per annum over the relevant period	\$1,455,000
Progressive Subtotal:	\$15,270,000
Professional Fees:	\$1,225,000
Progressive Subtotal:	\$16,495,000
Demolition and Removal of Debris:	\$830,000
Progressive Subtotal:	\$17,325,000
Cost Escalation for Insurance Policy Lapse Period:	\$990,000
Progressive Subtotal:	\$18,315,000
Reinstatement Cost Assessment Value:	\$18,315,000 (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: Concrete.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick & colorbond.

EXTERNAL WALL FINISHES: Colorbond & rendered.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Flat deck Timber/steel framed pitched.

ROOFING: Powder coated Clip lock.

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

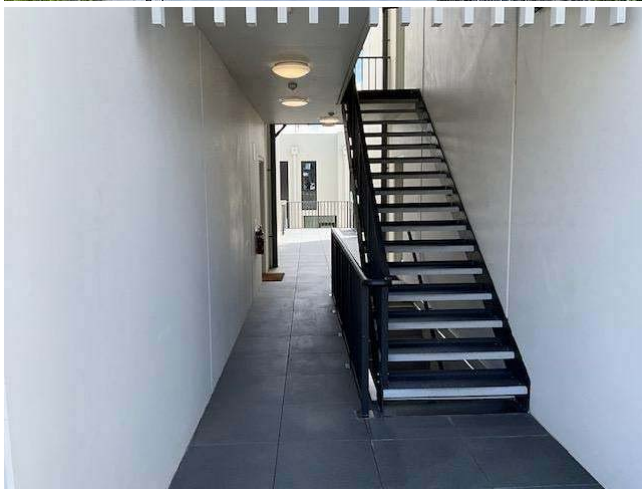
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible 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';
- Any tenancy works and contents;
- 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 specialised equipment or services not visible at the time of inspection;
- 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;
- Any heritage listing that may apply; 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

Northridge
92 McMichael Terrace , Denman Prospect,
ACT 2611
Scheme Number: 4714



COMPILED BY SIMON VINCENT

**On 7 November 2024 for the
15 Years Commencing: 1 September 2024
QIA Job Reference Number: 214380**

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

92 McMichael Terrace , Denman Prospect, ACT 2611

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$3.69
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$130,106.00
The proposed Sinking Fund Levy per entitlement is:	\$3.87

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.

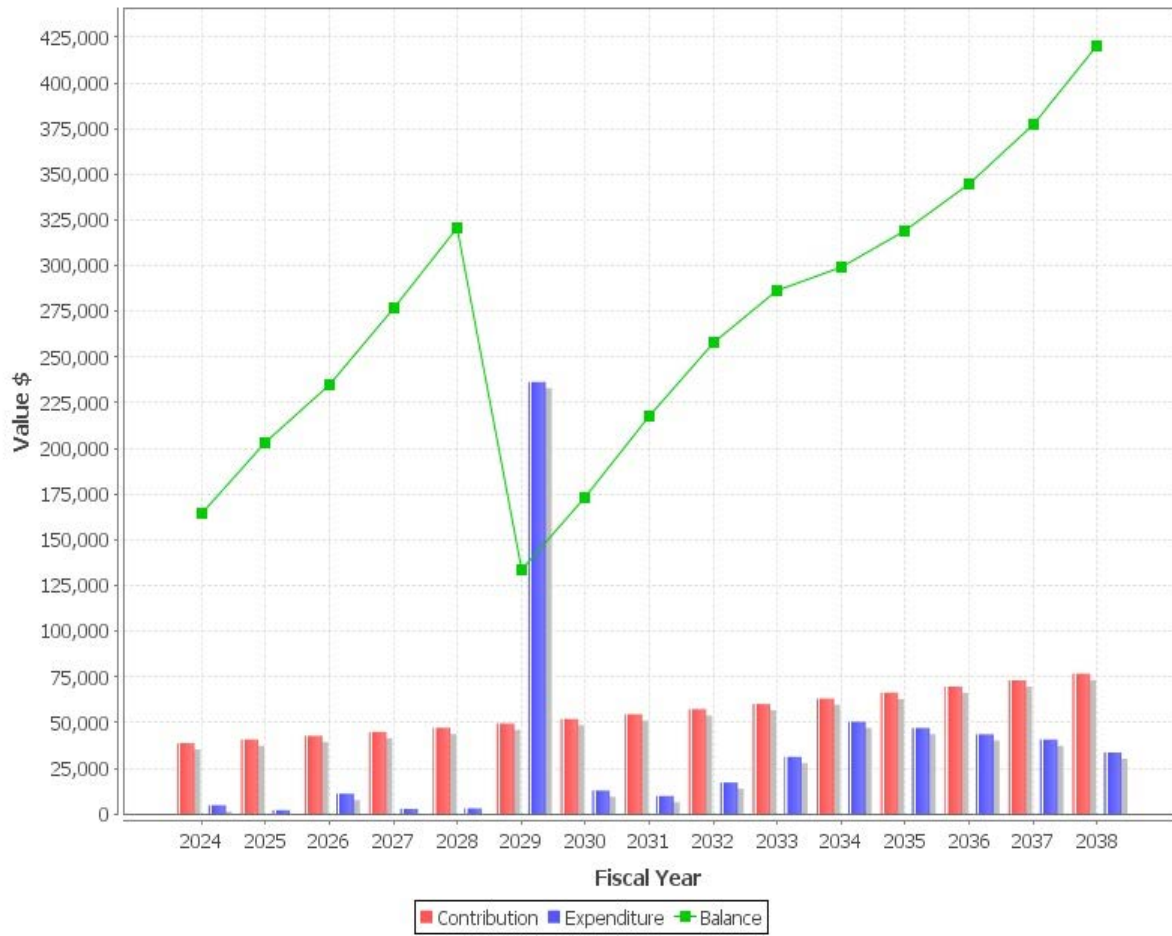
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

Report Year	Year	Opening Balance		Income		Expenses	Closing Balance
		Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)		
1	01/09/2024	\$130,106	\$38,747	\$3.87	\$4,730	\$164,123	
2	01/09/2025	\$164,123	\$40,684	\$4.07	\$1,995	\$202,813	
3	01/09/2026	\$202,813	\$42,719	\$4.27	\$11,008	\$234,523	
4	01/09/2027	\$234,523	\$44,854	\$4.49	\$2,667	\$276,710	
5	01/09/2028	\$276,710	\$47,097	\$4.71	\$3,011	\$320,796	
6	01/09/2029	\$320,796	\$49,452	\$4.95	\$236,351	\$133,897	
7	01/09/2030	\$133,897	\$51,925	\$5.19	\$12,762	\$173,060	
8	01/09/2031	\$173,060	\$54,521	\$5.45	\$9,808	\$217,773	
9	01/09/2032	\$217,773	\$57,247	\$5.72	\$17,141	\$257,878	
10	01/09/2033	\$257,878	\$60,109	\$6.01	\$31,258	\$286,730	
11	01/09/2034	\$286,730	\$63,115	\$6.31	\$50,468	\$299,377	
12	01/09/2035	\$299,377	\$66,271	\$6.63	\$47,006	\$318,642	
13	01/09/2036	\$318,642	\$69,584	\$6.96	\$43,569	\$344,657	
14	01/09/2037	\$344,657	\$73,063	\$7.31	\$40,629	\$377,091	
15	01/09/2038	\$377,091	\$76,716	\$7.67	\$33,568	\$420,239	

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

September 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,900
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card reader	\$404
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$2,426
<u>Total Forecast Expenditure for year - September 2024 (Inc GST):</u>	<u>\$4,730</u>
Includes GST amount of :	\$430
September 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,995
<u>Total Forecast Expenditure for year - September 2025 (Inc GST):</u>	<u>\$1,995</u>
Includes GST amount of :	\$181
September 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,095
BASEMENT	
- Repaint line marking	\$4,202
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	\$1,146
STAIRWELL	
- Repaint floors	\$3,565

<u>Total Forecast Expenditure for year - September 2026 (Inc GST):</u>	<u>\$11,008</u>
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Includes GST amount of :	\$1,001
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September 2027	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,199
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FURNITURE & FITTINGS

- Provision to upgrade security camera	\$468
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<u>Total Forecast Expenditure for year - September 2027 (Inc GST):</u>	<u>\$2,667</u>
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Includes GST amount of :	\$242
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September 2028	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,309
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$702
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<u>Total Forecast Expenditure for year - September 2028 (Inc GST):</u>	<u>\$3,011</u>
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Includes GST amount of :	\$274
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September 2029	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings	\$108,347
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- Repaint balcony/patio ceilings	\$7,960
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- Repaint downpipes	\$3,980
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- Repaint steel support beams/posts	\$16,215
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- Scaffold/access equip allowance	\$42,159
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- Repaint door face	\$2,432
- Repaint handrails	\$2,948
- Capital Replacement - General	\$2,425

BASEMENT

- Repaint columns/bollards	\$4,127
- Repaint door face	\$973
- Replace main garage door motor	\$5,159

DRIVEWAY

- Repaint bollards	\$973
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FENCING

- Repaint boundary walls/fencing	\$1,474
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FURNITURE & FITTINGS

- Provision to upgrade swipe/card reader	\$516
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$3,096
- Install/replace sensors/exit signage/emergency lighting	\$1,327

STAIRWELL

- Repaint walls	\$16,952
- Repaint ceiling	\$4,127
- Repaint handrails	\$2,359
- Repaint door face	\$4,378
- Repaint steel stairs	\$4,422

Total Forecast Expenditure for year - September 2029 (Inc GST): \$236,351

Includes GST amount of : \$21,486

September 2030	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,393
- Maintain balcony decking/tiles	\$8,049
- Capital Replacement - General	\$2,546

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$774
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<u>Total Forecast Expenditure for year - September 2030 (Inc GST):</u>	<u>\$12,762</u>
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Includes GST amount of :	\$1,160
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September 2031	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,673
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DRIVEWAY

- Provision to replace wheel stop	\$406
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EXTERNAL WORKS INCL WASTE ENCLOSURE

- Maintain common pipework	\$4,388
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FURNITURE & FITTINGS

- Provision to replace door closers	\$536
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STAIRWELL

- Maintain tiles 5% of total	\$1,804
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<u>Total Forecast Expenditure for year - September 2031 (Inc GST):</u>	<u>\$9,808</u>
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Includes GST amount of :	\$892
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September 2032		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,807
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior common lighting		\$853
- Provision to upgrade intercom systems & associated equipment		\$3,413
FIRE PROTECTION SYSTEMS		
- Install/replace sensors/exit signage/emergency lighting		\$1,536
ROOF		
- Maintain metal roof fixings/flashings		\$8,532
<u>Total Forecast Expenditure for year - September 2032 (Inc GST):</u>		<u>\$17,141</u>
Includes GST amount of :		\$1,558
September 2033		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$1,613
- Maintain balcony decking/tiles		\$9,317
- Capital Replacement - General		\$2,948
BASEMENT		
- Repaint line marking		\$5,913
FENCING		
- Provision to replace timber fencing in 19 years (partial accrual)		\$6,450
STAIRWELL		
- Repaint floors		\$5,017

Total Forecast Expenditure for year - September 2033 (Inc GST): \$31,258

Includes GST amount of : \$2,842

September 2034 Expense
Inc GST

SUPERSTRUCTURE

- Re-stain/lacquer plywood balcony ceilings \$11,288

- Capital Replacement - General \$3,095

BASEMENT

- Replace exhaust/supply fans + variable speed controller \$18,061

- Provision for CO sensor replacement \$2,070

- Maintain/repair main garage door running gear \$2,483

EXTERNAL WORKS INCL WASTE ENCLOSURE

- Replace exhaust fan in 11 years \$3,763

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting \$941

- Provision to upgrade swipe/card reader \$658

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels \$2,070

- Provision to replace portable fire extinguishers \$3,951

STAIRWELL

- Maintain tiles 5% of total \$2,088

Total Forecast Expenditure for year - September 2034 (Inc GST): \$50,468

Includes GST amount of : \$4,588

September 2035 Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$3,250

FURNITURE & FITTINGS

- Provision to upgrade security camera	\$691
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$41,287
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- Install/replace sensors/exit signage/emergency lighting	\$1,778
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<u>Total Forecast Expenditure for year - September 2035 (Inc GST):</u>	<u>\$47,006</u>
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Includes GST amount of :	\$4,273
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September 2036

Expense Inc GST

SUPERSTRUCTURE

- Replace external door/frame	\$2,074
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- Provision to replace balustrade/handrail fixings	\$1,867
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- Maintain balcony decking/tiles	\$10,786
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- Capital Replacement - General	\$3,412
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DRIVEWAY

- Provision to replace individual garage doors in 33 years (partial accrual)	\$12,777
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FENCING

- Provision to replace timber fencing in 19 years (partial accrual)	\$7,467
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FURNITURE & FITTINGS

- Maintain signage	\$4,148
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- Ongoing partial replacement of exterior common lighting	\$1,037
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<u>Total Forecast Expenditure for year - September 2036 (Inc GST):</u>	<u>\$43,569</u>
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Includes GST amount of :	\$3,961
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September 2037		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,583
BASEMENT		
- Provision to replace main garage door in 26 years (partial accrual)		\$3,267
DRIVEWAY		
- Maintain driveway 5% of total		\$13,939
EXTERNAL WORKS INCL WASTE ENCLOSURE		
- Ongoing partial maintenance of pathways 10% of total		\$6,534
ROOF		
- Maintain metal roof fixings/flashings		\$10,890
STAIRWELL		
- Maintain tiles 5% of total		\$2,417
<u>Total Forecast Expenditure for year - September 2037 (Inc GST):</u>		<u>\$40,629</u>
Includes GST amount of :		\$3,694
September 2038		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,762
BASEMENT		
- Maintain ventilation ducting 25% of total		\$2,859
FURNITURE & FITTINGS		
- Provision to replace mail boxes in 23 years (partial accrual)		\$3,622
- Ongoing partial replacement of exterior common lighting		\$1,143
FIRE PROTECTION SYSTEMS		
- Install/replace sensors/exit signage/emergency lighting		\$2,058

ROOF

- Provision to replace guttering/downpipes in 31 years
(partial accrual) \$20,124

Total Forecast Expenditure for year - September 2038 (Inc
GST): \$33,568

Includes GST amount of : \$3,052

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$73,500	2029	10						108347									
- Repaint balcony/patio ceilings	\$5,400	2029	10						7960									
- Re-stain/lacquer plywood balcony ceilings	\$6,000	2034	15										11288					
- Repaint downpipes	\$2,700	2029	10						3980									
- Repaint steel support beams/posts	\$11,000	2029	10						16215									
- Scaffold/access equip allowance	\$28,600	2029	10						42159									
- Repaint door face	\$1,650	2029	10						2432									
- Replace external door/frame	\$1,000	2036	17												2074			
- Provision to replace balustrade/handrail fixings	\$900	2030	3							1393			1613			1867		
- Repaint handrails	\$2,000	2029	10						2948									
- Maintain balcony decking/tiles	\$5,200	2030	3							8049			9317			10786		
- Capital Replacement - General	\$1,645	2024	0	1900	1995	2095	2199	2309	2425	2546	2673	2807	2948	3095	3250	3412	3583	3762
BASEMENT																		
- Replace exhaust/supply fans + variable speed controller	\$9,600	2034	15											18061				
- Repaint line marking	\$3,300	2026	7			4202							5913					
- Provision for CO sensor replacement	\$1,100	2034	15											2070				
- Repaint columns/bollards	\$2,800	2029	10						4127									
- Maintain ventilation ducting 25% of total	\$1,250	2038	3															2859
- Repaint door face	\$660	2029	10						973									
- Provision to replace main garage door in 26 years (partial accrual)	\$1,500	2037	4															3267

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
- Maintain/repair main garage door running gear	\$1,320	2034	15											2483				
- Replace main garage door motor	\$3,500	2029	10						5159									
DRIVEWAY																		
- Maintain driveway 5% of total	\$6,400	2037	5														13939	
- Provision to replace individual garage doors in 33 years (partial accrual)	\$6,160	2036	5													12777		
- Provision to replace wheel stop	\$250	2031	12								406							
- Repaint bollards	\$660	2029	10						973									
EXTERNAL WORKS INCL WASTE ENCLOSURE																		
- Maintain common pipework	\$2,700	2031	8								4388							
- Ongoing partial maintenance of pathways 10% of total	\$3,000	2037	5															6534
- Replace exhaust fan in 11 years	\$2,000	2034	15											3763				
FENCING																		
- Provision to replace timber fencing in 19 years (partial accrual)	\$3,600	2033	3										6450			7467		
- Repaint boundary walls/fencing	\$1,000	2029	10						1474									
FURNITURE & FITTINGS																		
- Maintain signage	\$2,000	2036	17													4148		
- Provision to replace mail boxes in 23 years (partial accrual)	\$1,584	2038	4															3622
- Ongoing partial replacement of exterior common lighting	\$500	2028	2					702		774		853		941		1037		1143
- Provision to upgrade swipe/card reader	\$350	2024	5	404					516					658				
- Provision to upgrade security camera	\$350	2027	8				468											691

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
- Provision to upgrade intercom systems & associated equipment	\$2,000	2032	13									3413						
- Provision to replace door closers	\$330	2031	12								536							
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$20,900	2035	16												41287			
- Provision to replace fire hose reels	\$1,100	2034	15											2070				
- Provision to replace portable fire extinguishers	\$2,100	2024	5	2426					3096					3951				
- Install/replace sensors/exit signage/emergency lighting	\$900	2026	3			1146			1327			1536			1778			2058
ROOF																		
- Provision to replace guttering/downpipes in 31 years (partial accrual)	\$8,800	2038	4															20124
- Maintain metal roof fixings/flashings	\$5,000	2032	5									8532					10890	
STAIRWELL																		
- Repaint walls	\$11,500	2029	10						16952									
- Repaint ceiling	\$2,800	2029	10						4127									
- Repaint handrails	\$1,600	2029	10						2359									
- Maintain tiles 5% of total	\$1,110	2031	3								1804					2088		2417
- Repaint door face	\$2,970	2029	10						4378									
- Repaint steel stairs	\$3,000	2029	10						4422									
- Repaint floors	\$2,800	2026	7			3565						5017						
Total				4730	1995	11008	2667	3011	236351	12762	9808	17141	31258	50468	47006	43569	40629	33568
Includes GST amount of				430	181	1001	242	274	21486	1160	892	1558	2842	4588	4273	3961	3694	3052

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$73,500	2029	10	15929	32654	50216	68656	88017	108347	14031	28764	44234	60477	77532	95440	114243	133987	154718
- Repaint balcony/patio ceilings	\$5,400	2029	10	1170	2399	3689	5044	6466	7960	1031	2113	3250	4443	5696	7012	8393	9844	11367
- Re-stain/lacquer plywood balcony ceilings	\$6,000	2034	15	795	1629	2505	3425	4390	5404	6469	7587	8761	9994	11288	1087	2229	3428	4687
- Repaint downpipes	\$2,700	2029	10	585	1200	1845	2522	3233	3980	515	1057	1625	2222	2848	3506	4197	4922	5683
- Repaint steel support beams/posts	\$11,000	2029	10	2384	4887	7515	10275	13172	16215	2100	4305	6620	9051	11603	14283	17097	20052	23154
- Scaffold/access equip allowance	\$28,600	2029	10	6198	12706	19540	26715	34248	42159	5460	11192	17212	23532	30168	37137	44453	52136	60202
- Repaint door face	\$1,650	2029	10	358	733	1127	1541	1976	2432	315	646	993	1357	1740	2142	2564	3007	3472
- Replace external door/frame	\$1,000	2036	17	117	240	369	505	647	796	953	1118	1291	1473	1663	1864	2074	184	377
- Provision to replace balustrade/handrail fixings	\$900	2030	3	171	351	539	737	945	1164	1393	512	1049	1613	592	1214	1867	685	1405
- Repaint handrails	\$2,000	2029	10	433	888	1366	1868	2395	2948	382	782	1203	1645	2109	2596	3108	3645	4209
- Maintain balcony decking/tiles	\$5,200	2030	3	989	2027	3116	4261	5463	6724	8049	2955	6059	9317	3421	7014	10786	3961	8119
- Capital Replacement - General	\$1,645	2024	0	1900	1995	2095	2199	2309	2425	2546	2673	2807	2948	3095	3250	3412	3583	3762
BASEMENT																		
- Replace exhaust/supply fans + variable speed controller	\$9,600	2034	15	1271	2606	4008	5479	7025	8647	10351	12140	14018	15990	18061	1740	3567	5485	7500
- Repaint line marking	\$3,300	2026	7	1333	2732	4202	726	1489	2289	3130	4013	4940	5913	1022	2095	3221	4404	5646
- Provision for CO sensor replacement	\$1,100	2034	15	146	299	459	628	805	991	1186	1391	1607	1833	2070	199	409	629	859
- Repaint columns/bollards	\$2,800	2029	10	607	1244	1913	2615	3353	4127	534	1096	1685	2303	2953	3635	4351	5103	5893
- Maintain ventilation ducting 25% of total	\$1,250	2038	3	132	272	418	571	732	901	1079	1265	1461	1666	1882	2109	2347	2597	2859

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
- Repaint boundary walls/fencing	\$1,000	2029	10	217	444	683	934	1197	1474	191	391	602	822	1054	1298	1554	1822	2104
FURNITURE & FITTINGS																		
- Maintain signage	\$2,000	2036	17	234	480	738	1009	1294	1593	1907	2236	2582	2945	3327	3727	4148	368	754
- Provision to replace mail boxes in 23 years (partial accrual)	\$1,584	2038	4	168	344	529	723	927	1142	1367	1603	1851	2111	2385	2672	2973	3290	3622
- Ongoing partial replacement of exterior common lighting	\$500	2028	2	127	260	401	548	702	378	774	416	853	459	941	506	1037	558	1143
- Provision to upgrade swipe/card reader	\$350	2024	5	404	93	191	294	402	516	119	244	375	513	658	152	311	479	654
- Provision to upgrade security camera	\$350	2027	8	109	223	342	468	72	148	228	312	400	492	589	691	107	219	337
- Provision to upgrade intercom systems & associated equipment	\$2,000	2032	13	310	635	976	1334	1710	2105	2520	2956	3413	363	745	1145	1566	2007	2471
- Provision to replace door closers	\$330	2031	12	56	115	177	242	310	382	457	536	60	124	191	260	334	411	492
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$20,900	2035	16	2594	5317	8177	11180	14333	17643	21119	24769	28602	32625	36851	41287	3810	7810	12010
- Provision to replace fire hose reels	\$1,100	2034	15	146	299	459	628	805	991	1186	1391	1607	1833	2070	199	409	629	859
- Provision to replace portable fire extinguishers	\$2,100	2024	5	2426	560	1149	1766	2415	3096	715	1466	2254	3082	3951	912	1871	2877	3933
- Install/replace sensors/exit signage/emergency lighting	\$900	2026	3	364	745	1146	421	863	1327	487	999	1536	564	1156	1778	653	1338	2058
ROOF																		
- Provision to replace guttering/downpipes in 31 years (partial accrual)	\$8,800	2038	4	933	1912	2940	4020	5153	6343	7593	8905	10283	11730	13249	14844	16519	18278	20124

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
- Maintain metal roof fixings/flashings	\$5,000	2032	5	774	1586	2439	3335	4276	5263	6300	7389	8532	1971	4040	6213	8494	10890	2515
STAIRWELL																		
- Repaint walls	\$11,500	2029	10	2492	5109	7857	10742	13771	16952	2195	4500	6921	9462	12131	14933	17875	20964	24207
- Repaint ceiling	\$2,800	2029	10	607	1244	1913	2615	3353	4127	534	1096	1685	2303	2953	3635	4351	5103	5893
- Repaint handrails	\$1,600	2029	10	347	711	1093	1495	1916	2359	305	626	963	1317	1688	2078	2487	2917	3368
- Maintain tiles 5% of total	\$1,110	2031	3	189	387	596	814	1044	1285	1538	1804	662	1358	2088	767	1572	2417	887
- Repaint door face	\$2,970	2029	10	644	1319	2029	2774	3557	4378	567	1162	1787	2444	3133	3856	4616	5414	6251
- Repaint steel stairs	\$3,000	2029	10	650	1333	2049	2802	3592	4422	573	1174	1805	2468	3164	3895	4662	5468	6314
- Repaint floors	\$2,800	2026	7	1131	2318	3565	616	1263	1943	2656	3405	4191	5017	867	1777	2733	3737	4791
TOTAL ACCRUALS				49467	102051	148358	204361	262891	91380	131233	178513	221654	254345	272557	296711	327008	365426	418096

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

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

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

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

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

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

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

AREAS NOT INSPECTED

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





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	UP4714
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p style="text-align: right;">08/10/2025</p> <p><input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment</p> <p>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p>	
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	13/10/2025	See attached Minutes
___ / ___ / ____		
A4	<p>Owners Corporation declaration</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">13/10/2025 Date of affixing of seal</p> <p>Signature: </p> <p>Designation: Strata Manager</p> </div> <div style="width: 45%; text-align: center;">  </div> </div>	

Part B. Details of reduced quorum decisions

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 (3) or (6) (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 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), 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) or (6) (a), 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 (3) or (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 (UTMA s 3.9 (3) or (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 reduce quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
 OWNERS OF UNITS PLAN 4714 "NORTHRIDGE"
 9/2 MCMICHAEL TERRACE &, 1 SKUTA PLACE , DENMAN PROSPECT ACT 2611**

DATE HELD: Wednesday 08 October 2025 - 5:00 PM
VENUE: 9/92 McMichael Terrace, Denman Prospect ACT, Australia
 On site - Unit 9 + Zoom |
<https://us02web.zoom.us/j/89460771222?pwd=8LuUK6MjChrbf8o1ljGRjbRstbeb4v.1> | Meeting ID: 894 6077 1222 | Passcode: 398175

Present	S & R Virgin	Unit 9
	A Holloway	Unit 11
	H Basari	Unit 29
	E Palmer	Signature Strata

Absentee Voting Nil

Apologies Nil

Proxy Holder Nil

Chairperson S Virgin

Quorum

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 24th October 2024 are accepted.*

MOTION CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Honan is summarised below.

Insurer & Policy No:	CHU / HU0000016507-3
Renewal Date:	23 July 2026
Building Sum Insured:	\$20,192,288.00
Excesses:	\$2,000.00 all claims
Base Premium:	\$19,996.69

Underwriting Agency Fee	\$150.00
Broker Fee	\$3,999.34
GST	\$2,414.60
Signature Strata Commission	\$3,999.34
Workers Compensation	
Renewal Date	23 July 2026
Base Premium	\$250.00
Broker Fee	\$50.00
Fire Levy	\$4.50
GST	\$30.45
Signature Strata Commission	\$12.50
Commission Schedule	Up to 25% of the base premium
Last insurance valuation report:	9 November 2023

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP4714 endorse continued Brokerage services through the existing broker, Honan and provide informed consent to payment of commissions under the policy.*

MOTION CARRIED

MOTION 4. *That the Owners Corporation of UP4714 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

MOTION 5. *That the Owners Corporation authorises the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance with Valuer's conclusion and recommendation.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted that there are no open claims.

FINANCIALS

MOTION 6. *That the independent audit report prepared by Kelly & Partners for the period ending 31st August 2025 be accepted.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP4714 obtained their Sinking Fund Forecast Report on 7th November 2024 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 7th November 2028. A copy of the Sinking Fund Forecast is available through the owners portal.

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

NORTHRIDGE is just outside of the Builders Warranty period and no new matters will be recorded as building defects. All new items will be covered in Maintenance Items.

There are a some ongoing defects currently being attended to by Core Developments which includes roof leaks to units 28 & 36, as well as rusting steel beams located underneath the decks, above the driveway. *Signature Strata to continue following up this matter.*

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

Garden beds - The EC would like to discuss with the Owners Corporation, the possibility of re-planting some of the dead areas of the garden beds, specifically the corner of McMichael Terrace and Skuta Place, and some internal garden beds. The estimated cost has been included in the proposed budget.

Owners present agreed to proceed with the 2 small garden bed plant replacements and mulching, however requested Signature Strata obtain 1-2 more comparison quotes before proceeding.

The centre courtyard garden beds involve replacing 450 ground plants and is in excess of \$20K. It was agreed the OC may look at this in stages over time, however will not proceed this financial year.

Light cover in stairwell and wire balustrad - *a light cover is missing from one light fitting in the middle stairwell, and the McMichael street side balustrade wire is loose. Signature Strata to engage contractor to repair.*

Basement cleaning - *It was agreed that the budget allocated to the basement cleaning for this financial year, should be used for pressure cleaning of the 2 driveways, and alternate between the basement and pressure washing of driveway each year moving forward.*

MAINTENANCE PLAN

MOTION 7. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, O'Neill & Brown Fire Services.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

With the exception of those outlined in the SMAA, there are no delegations or appointments.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

MOTION 8. *That the proposed Administrative Fund Expenditure budget of \$115,632.00 for the period 1st September 2025 to 31st August 2026 be adopted.*

MOTION CARRIED

MOTION 9. *That the proposed Sinking Fund Expenditure Budget of \$1,995.00 for the period 1st September 2025 to 31st August 2026 be adopted.*

MOTION CARRIED

MOTION 10. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$115,632.00 for the twelve-month period, commencing 1st September 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/11/2025, 01/02/2026, 01/05/2026 & 01/08/2026.*

MOTION CARRIED

MOTION 11. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$40,684.00 for the twelve-month period, commencing 1st September 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/11/2025, 01/02/2026, 01/05/2026 & 01/08/2026.*

MOTION CARRIED

* Please note – the first levy due date will be extended to 12/11/2025.

A query was made in relation to split-budgets between the apartments and townhouses. Signature Strata can investigate this option for future decision, for the incoming EC.

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 24th October 2022 and expires on 23rd October 2025. The contract is available through the owners portal, and a new contract has been prepared for the Owners Corporation's consideration.

MOTION 12. *That the Owners Corporation of UP4714 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:*

- a. That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years;*
- b. That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
- c. That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
- d. That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
- e. That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.*
- f. That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*

MOTION CARRIED

EXECUTIVE COMMITTEE

MOTION 13. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

The following owners were elected to form the Executive Committee:
S Virgin (Unit 9)
A Holloway (Unit 11)
H Basari (Unit 29)

MOTION CARRIED

GENERAL BUSINESS

Bin Room – A standing reminder to all residents to ensure they are correctly disposing of their rubbish, collapsing boxes etc. Under no circumstances should hard rubbish be dumped in the bin room.

Annual Bulky Waste – It was raised that the complex should do a complex-wide bulky waste collection once a year. Signature Strata to work with incoming EC on dates available.

Spare floorboards – There is a large amount of excess floorboards stored in the basement toilet. Signature Strata to email a photo to all owners if they would like to take any, before they are disposed of in the bulky waste collection.

Cobwebs on townhouse windows – It was raised that the cleaners have stopped clearing the cobwebs around the ground floor windows on townhouses that face the inner courtyard. Signature Strata to ask the cleaners to periodically attend to this.

Thank you – A special thank you to M Betterton from Unit 25 for all their work the last 6 years on the EC.

CLOSURE

There being no further business the chairperson declared the meeting closed at 6:05 PM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP4714
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p style="text-align: right;">24/10/2024</p> <p><input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment</p> <p>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p>	
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	24/10/2024	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	<p style="text-align: center;">25/10/2024 Date of affixing of seal</p> <p style="text-align: center;"></p> <p>Signature:</p> <p>Designation: Strata Manager</p>	

Part B. Details of reduced quorum decisions

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 (3) or (6) (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 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), 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) or (6) (a), 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 (3) or (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 (UTMA s 3.9 (3) or (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 reduce quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and

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

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

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 4714 "NORTHRIDGE"
92 MCMICHAEL TERRACE &, 1 SKUTA PLACE , DENMAN PROSPECT ACT 2611

DATE HELD: Thursday 24 October 2024 - 4:00 PM
VENUE: UP4714 - Northridge
Area between the Townhouses and Apartments

Present

Unit 9	Susan & Roger Virgin	In Person
Unit 11	Aki Holloway	In Person
Unit 22	Alex Bush	In Person
Unit 25	Michael Betterton	In Person
Unit 26	Anna Turello	Absentee Vote

In Attendance

Belinda Denzel	Strata Manager representing Signature Strata
Erica Palmer	Strata Manager representing Signature Strata

Proxy Holder	Representing
Mark Morrow	Unit 23 Carolyn Morrow

Chairperson
Michael Betterton

Quorum

The Chairperson advised that a quorum was not represented. Under the Unit Titles (Management) Act 2011, at an owner's corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 11 October 2023 are accepted.* MOTION CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Honan is summarised below.

Insurer & Policy No:	Honan / HU0000016507-3
Renewal Date:	23 July 2025
Building Sum Insured:	\$19,230,750.00
Excesses:	\$2,000.00 all claims
Base Premium:	\$19,749.48
Underwriting Agency Fee	\$150.00
Broker Fee	\$1974.95
GST	\$2,187.44
Signature Strata Commission	\$3,949.90
Workers Compensation	
Renewal Date	23 July 2025
Base Premium	\$250.00
Broker Fee	\$50.00
Fire Levy	\$5.00
GST	\$30.50
Signature Strata Commission	\$12.50
Commission Schedule	(Honan) Up to 25% of the base premium
Last insurance valuation report:	9 November 2023
Please refer to attached Certificate of Currency for details of the sum insured limits	

Note – Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit.

Insurance disclaimer

Insurance services are provided through locally represented insurance broking firms, AllInsure, Arthur J Gallagher or Honan. Utilising the services of an independent broker ensures Owners Corporations have access to competitive premium offerings, receive expert advice and claims handling, leading to better coverage and claim outcomes.

Signature Strata is qualified to give general advice and information about insurance, which does not take into consideration the needs, objectives or particular financial circumstances of the Owners Corporation. If the Owners Corporation requires specialist insurance advice, Signature Strata will refer the Owners Corporation to

your nominated Broker. The Owners Corporation should read the Product Disclosure Statement and policy wording before making a decision to purchase the insurance.

The broking firms listed above will typically receive a commission of up to 20% of the base premium and as part of our agreement with these brokers, we will receive a commission of up to 30% of the brokers commission on any transaction, or up to 20% of the base premium in the case of Honan (as per Schedule D - Disclosure Schedule in the SMAA). As an industry standard, strata managers receive a commission from a broker when insurance cover is placed, noting commissions are paid to cover costs that the broker would otherwise have incurred if they were to liaise directly with the insured and manage the policy. Commissions paid to Signature Strata are not an additional cost to the Owners Corporation and non-payment of a commission will have no effect in reducing the premium payable by the Owners Corporation. We confirm that the amount of commission received is not used to incentivise Signature Strata staff, nor do we hold any ownership in the insurance brokers we engage.

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.* MOTION CARRIED

MOTION 3. *That the Owners Corporation of authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.* MOTION CARRIED

INSURANCE CLAIMS

Please refer attached summary of insurance claims.

FINANCIALS

MOTION 4. *That the financial statements from 1st September 2023 to 31 August 2024 be accepted as presented.* MOTION CARRIED

SINKING FUND

The Owners Corporation of UP4714 obtained their Sinking Fund Forecast Report on 22 September 2020 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 22 September 2024. A copy of the Sinking Fund Forecast is available through the owners portal.

MOTION 5. *That the Owners Corporation gives consent for the Sinking Fund Forecast to be approved and accepted by the Executive Committee.*

Note – the Owners Corporation of UP4714 obtained their Sinking Fund Forecast Report on 22 September 2020 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated after the AGM as it expired on the 22 September 2024. A copy of the Sinking Fund Forecast is available through the owners portal

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

NORTHRIDGE is outside of the Builders Warranty period and does not need to record building defects. All items will be covered in Maintenance Items.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

New maintenance items: Nil advised at this time.

Ongoing maintenance items:
Unit 11 Window leak - Completed

Contracts for Review:
Andrews Lawn and Garden - Cleaning and Lawn Care
O'Neill and Brown - Fire, Electrical and Plumbing
Pacific FM - HVAC
Are any of the above contractors requiring reassessment

MAINTENANCE PLAN

MOTION 6. *That the Maintenance Plan be confirmed as adequate.* MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, O'Neill and Brown Fire Service.

Please refer to the attached compliance certificate.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

With the exception of those outlined in the SMAA, there are no delegations or appointments.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

MOTION 7. *That the proposed Administrative Fund budget of \$97,320.00 for the period 1 September 2024 to 31 August 2025 be adopted.* MOTION CARRIED

MOTION 8. *That the proposed Sinking Fund Expenditure Budget of \$12,072.00 for the period 1 September 2024 to 31 August 2025 be adopted.* MOTION CARRIED

MOTION 9. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$97,320.00 for the twelve-month period, commencing 1 September 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st November 2024, 1st February 2025, 1st March 2025, 1st August 2025.* MOTION CARRIED

MOTION 10. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$36,880.00 for the twelve-month period, commencing 1 September 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1st November 2024, 1st February 2025, 1st March 2025, 1st August 2025.* MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 24th October 2022 and expires on 24th October 2025. The contract is available through the owners portal.

EXECUTIVE COMMITTEE

MOTION 11. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.* MOTION CARRIED

Unit 9 - Sue Virgin
Unit 25 - Michael Betterton
Unit 11 - Aki Holloway

GENERAL BUSINESS

Gardens – the shrubs in the garden have grown out of control and are woody, blackberry bushes have started to appear – Strata Manager to obtain quote from the gardener to either prune, or remove and replace with another plant.

Water Entry into common stairwell – Water is pooling and leaking down the wall to the stairs into the basement, from two adjoining tiles above. Strata Manager to seek quotes for repair for EC decision.

Disposal Of Rubbish – Strata Manager to issue notice to all residents regarding the correct way to dispose of rubbish into the bins, and a reminder that hard rubbish is not to be left in the bin room.

Bin Room

Cleaning – Unit 23 raised the possibility of compensating Unit 9 who has regularly been cleaning the bins in the waste enclosure out of her own volition. The Chair confirmed that Unit 9 is not an employee of the Owners Corporation and therefore can't be paid, noting there are risks and liability to the OC. Following discussion, the Strata Manager advised the current cleaners will be asked if they are able to undertake this work, with quotes sent to the EC for further review.

Yellow Bins

- SM to advise ACT government one lid is broken, and seek a replacement.
- Noted that yellow bins have not been cleaned since the building was established, and need it, Unit 9 is unable to do this, SM to seek quotes for EC decision.

Bird Feeding and Faeces in Hallways – Strata Manager to issue notice to residents regarding the feeding of the birds in the open hallways. Encouraging birds into the complex is adding to the issue of bird faeces in the hallways, which is already difficult to clean as no common water is available.

Owners are advised that feeding of birds from the balconies is not permitted, and increasing costs of cleaning affects all owners.

Cleaners Room – A service key is available in the SM's office and the Strata Manager will check when next on site if this key opens the cleaner's room, if not a lock smith will be required to rekey the door so the light can be turned off.

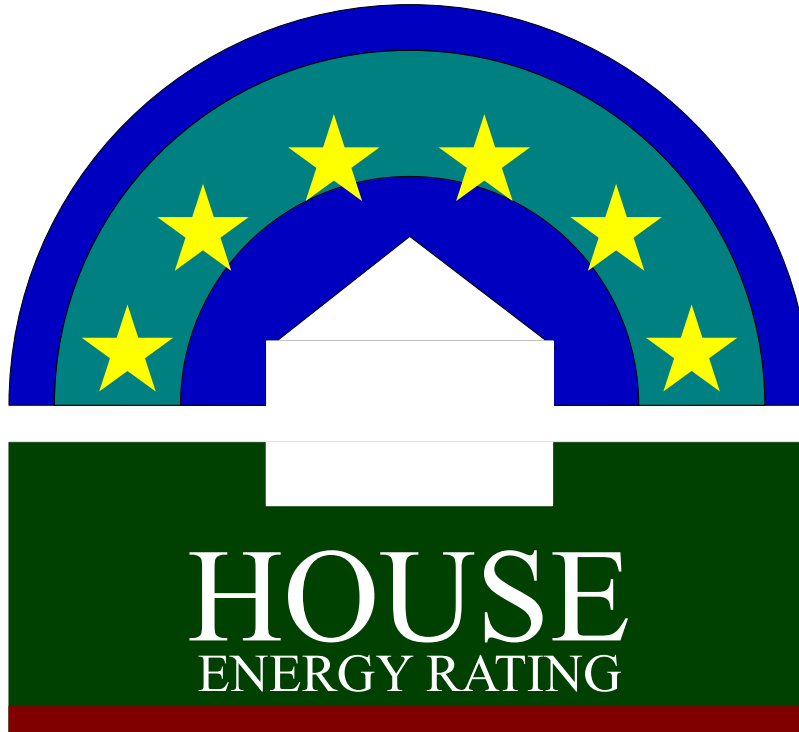
CLOSURE

There being no further business the chairperson declared the meeting closed at 4:36 PM

Energy Efficiency Report



FirstRate Report

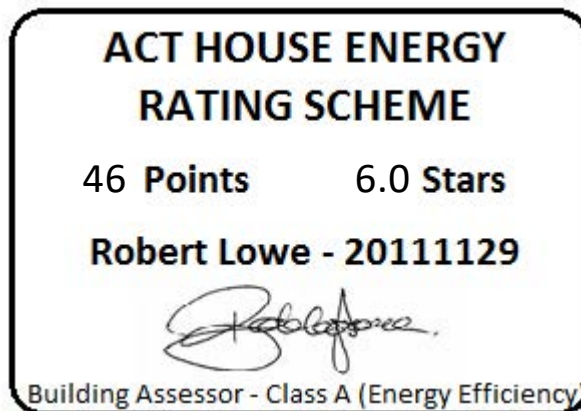


YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 46 POINTS**

Name: Sanfrancesco **Ref No:** 69308

House Title: Unit 4 Block 6 Sec 59 DENMAN PROSPECT **Date:** 02-04-2026

Address: 4/92 McMichael Terrace, Denman Prospect ACT 2611



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	46	<div style="border: 1px solid black; background-color: #cccccc; height: 20px;"></div>										
Potential	52	<div style="border: 1px solid black; background-color: #cccccc; height: 20px;"></div>										

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

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

6

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	46	★★★★★★
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Largest windows in the dwelling;

Direction : North

Area : 12 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North	46	★★★★★★
2. North East	46	★★★★★★
3. East	43	★★★★★★
4. South East	39	★★★★★★
5. South	39	★★★★★★
6. South West	39	★★★★★★
7. West	40	★★★★★★
8. North West	43	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 4 Block 6 Sec 59 DENMAN PROSPECT, 4/92 McMichael Terr, Denman Prospect ACT,

Assessor's Name:

Net Conditioned Floor Area: 79.3 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	116	Insulation:	-102			
WALL				3	1	4
Surface Area:	-1	Insulation:	5	Mass:	0	
FLOOR				9	-2	7
Surface Area:	0	Insulation:	5	Mass:	1	
AIR LEAKAGE (Percentage of score shown for each element)				7	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	39 %			
Exhaust Fans	25 %	Doors	14 %			
Down Lights	0 %	Gaps (around frames)	22 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-6	-3	-8
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	12	15%	-18	14	-2	-6
S	2	3%	-3	2	-1	-3
Total	14	17%	-21	16	-3	-8

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 1 point

				Winter	Summer	Total
RATING	★★★★★★			28	-4	46*
SCORE				28	-4	46*

* includes 21 points from Area Adjustment

Detailed House Data

House Details

ClientName Sanfrancesco
HouseTitle Unit 4 Block 6 Sec 59 DENMAN PROSPECT
StreetAddress 4/92 McMichael Terrace, Denman Prospect
Postcode ACT 2611
FileCreated 02-04-2026

Climate Details

State
Town
Postcode 0
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	No	No	Carp	R1.0	24.1m ²
2	Suspended Slab	Enclosed	No	No	No	Tiles	R1.0	8.0m ²
3	Suspended Slab	Enclosed	No	No	No	Float Timb	R1.0	50.9m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	Yes	R2.0	13.2m	2.5m
2	Concrete 150mm Ext	No	R2.0	13.0m	2.5m
3	Framed: Metal Clad	No	R2.0	13.7m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	83.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	2.5m	4.6m	No	DGT2	ALIMPR	CW	No	2.2m	2.2m	0.2m
2	S	2.5m	0.8m	No	DGT2	ALIMPR	HB	No	0.0m	0.0m	0.0m

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	N	2.5m	4.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.2m	0.8m
2	S	2.5m	0.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.8m	0.2m

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	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Madeleine Sanfrancesco
4/92 McMichael Tce
DENMAN PROSPECT ACT 2611
AUSTRALIA

Invoice Date
30 Mar 2026

Invoice Number
INV-69308

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 9 Apr 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

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.

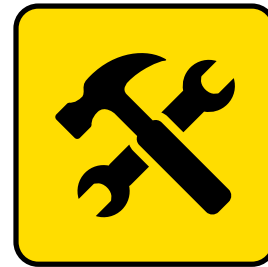
Asbestos materials become dangerous when:



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.