

Schedule

Land	The unexpired term of the Lease	Unit 4	UP No. 4301	Block 3	Section 1	Division/District Braddon
	and known as 4/79 Torrens Street, Braddon ACT 2612					
Seller	Full name	Andrew Victor Serchen				
	ACN/ABN					
	Address	1A Pine Street, Rozelle, NSW 2039				
Seller Solicitor	Firm	WMG Legal				
	Email	office@wmglegal.com.au				
	Phone	(02) 6253 9766	Ref CM:21435			
	DX/Address	PO Box 3, Gungahlin ACT 2912				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	matt@hivecbr.com.au				
	Phone	(02) 6182 1802	Ref Matt Shipard			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents.				
Goods	Description	All Fixed Floor Coverings, Light Fittings and Window Treatments as Inspected. Including Washing Machine, Dryer and Built in Microwave.				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
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 type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Potential residential land?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Buyer required to make a withholding payment?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input type="checkbox"/> Yes

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

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

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

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		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 4 UP No. 4301
Block 3 Section 1 Braddon
4/79 Torrens Street, Braddon ACT 2612

SPECIAL CONDITIONS

1. REQUIRED DOCUMENTS

- 1.1 The Buyer acknowledges it has had the opportunity to make its own enquiries and obtain its own advice regarding the matters contained in the Required Documents.
- 1.2 The Buyer certifies it has received the Required Documents.
- 1.3 The Buyer agrees not to:
- (a) Raise any objection or requisition;
 - (b) Make any claim for compensation or damages;
 - (c) Delay completion; or
 - (d) Rescind or terminate this Contract.

As a result of anything disclosed in the Required Documents except in accordance with the Buyer's rights under the Sale of Residential Property Act.

In this clause the term "Required Documents" means the documents attached to this Contract as set out on page 2 of this Contract.

- 1.4 The Buyer acknowledges that the Buyer has inspected the improvements and is purchasing them in their present state of repair and condition and other than as prescribed in the *Civil Law (Sale of Residential Property) Act 2003*.
- 1.5 The Buyer may make no objection, requisition or claim for compensation in respect of the state of repair or condition of the improvements. In particular, the Buyer acknowledges that the provision of remote controls to any appliance or garage door motor does not constitute a representation as to the working condition or otherwise of those appliances/motors or those remote controls.

2. INCONSISTENCIES

If there is any inconsistency between these Special Conditions and the Printed Terms numbered 1 to 53 (or as otherwise amended), the provisions of these Special Conditions shall prevail.

3. KEYS

The Seller will supply all keys in the Seller's possession or control in respect of the Property to the Buyer on Completion. The Buyer will make no objection, requisition or claim for compensation whatsoever in relation to any keys in respect of the Property.

4. DEATH OR INCAPACITY

Should either party die, become insolvent or otherwise lose their capacity then either party may by written notice to the other party rescind this Contract, provided the party giving the notice is not in default, and the provisions of Clause 21 of the Printed Terms will apply.

5. AMENDMENT TO THE PRINTED TERMS

The ACT Law Society blue pages (pages 3-21) "The Printed Terms" are amended as follows:

- a) Clause 26.2.4 is deleted and replaced with the following clause:
"26.2.4 by sending via email to the Buyer or the Buyer Solicitor (a notice is taken to have been received at the time the email was sent); or"
- b) The words "...the date 7 days after ..." is deleted from Clause 22.1.2

6. DEPOSIT BOND

- 6.1 In this Contract, the word 'Bond' means the Deposit Protect Bond issued to the Seller at the request of the Buyer, a copy of which is annexed hereto.
- 6.2 Subject to Special Condition 6.3 below, the delivery of the Bond upon or before the making of this Contract, to the Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.
- 6.3 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit then, to the extent that the amount has not already been paid by the issue of the Bond under the Bond, the Buyer must immediately pay the Deposit (or so much of it as has not been paid) to the Stakeholder.
- 6.4 The Seller acknowledges that payment by the issuer of the Bond under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay part of the Deposit under Clause 6.3 above.
- 6.5 If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Bond, in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of the essence of this Contract and, if the Buyer fails to do so, the Seller may terminate this Contract and Clause 2.1 of the Printed Terms shall apply as if the Buyer had failed to pay the Deposit.
- 6.6 If the issuer of the Bond is placed under external administration of any nature before the Completion Date, the Buyer must, within twenty-four (24) hours, secure the Deposit referred to in the Schedule to the Seller by either:
- (a) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
 - (b) Payment of the Deposit in accordance with Clause 2.1.
- 6.7 This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

7. BUYER'S WARRANTY & INDEMNITY

- 7.1 The Buyer warrants that is has not been introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent and indemnifies the Seller against any claim or demand for commission arising from a breach of this warranty.
- 7.2 This Special Condition shall survive Completion, Termination or Rescission of this Contract.

8. ELECTRONIC TRANSACTION

- 8.1 If the Parties agree that this Contract is to be an electronic transaction, then the following will apply;

- (a) Each Party consents to:
 - (i) The electronic signing of this Contract; and
 - (ii) The electronic exchange of this Contract.

- (b) The Parties warrant that:
 - (i) The electronically signed and exchanged Contract; and
 - (ii) If reasonably required by any party, a printout of the Contract which has been electronically signed and exchanged;

Is sufficient evidence of:

- (iii) The Parties' intention to enter into and be bound by the Contract;
- (iv) The Parties' consent to conducting this Contract electronically; and
- (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

- (c) The Parties acknowledge and agree that:
 - (i) This special condition does not diminish the obligations of the Parties to:
 - i. Provide the transfer and other documents or instruments on paper signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - ii. Sign and duly attest, in accordance with Civil Law (Property) Act 2006 (ACT);
 - (ii) Documents, pursuant to a power of attorney; and
 - (iii) Deeds generally; and

The Parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

9. DIRECTOR'S GUARANTEE

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract in the form attached as Annexure B.

10. CAVEAT

The Buyer may not (for any reason) lodge a caveat for registration in respect of the Property on or prior to Completion.

Annexure B

Director's Guarantee

I/we, (name of Director/s)

of (address).....

.....agree as follows:

1. I/We am/are a Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller:
 - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
 - (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - (c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this _____ day of _____ 201 _____

Signed by

in the presence of:

Signature of witness

Signature

Full name of witness

Capacity

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

15. SHUTDOWN PERIOD – ACT

15.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 15 has the meaning given to it in this clause.

Isolate means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and **Isolation** has a corresponding meaning.

Pandemic means the COVID 19 (or a variant of it) pandemic as declared by WHO.

WHO means the World Health Organisation.

15.2 Shutdown Period

In this clause 15 **Shutdown Period** means any day:

(a) When any of the following is closed:

- (i) The ACT Law Society
- (ii) The bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
- (iii) The bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
- (iv) The place of business of the Seller's Solicitor;
- (v) The place of business of the Buyer's solicitor;
- (vi) The ACT Land Titles Office; or
- (vii) The ACT Revenue Office,

In accordance with any direction by a Government Department or Authority or company policy; or

(b) When the Buyer or the Seller is not able to attend any of the places of business listed in clause 15.2(a) due to being Isolated, in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

15.3 Notice of Closure

(a) Either party to this Contract may invoke clause 15 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

(b) Either party may notify the other party of the end of the Shutdown Period.

(c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

15.4 Completion extended

In the event that, Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

15.5 Extension of the Notice to Complete

In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period then the date for the expiration notice is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

15.6 Extension of other notice

If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.

15.7 Payment of damages

If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Braddon Section 1 Block 3 on Deposited Plan 239 with 7 units on Unit Plan 4301

Unit 4 (Class A) entitlement 125 of 1000, 4 subsidiaries

Lease commenced on 24/03/2017, terminating on 03/03/2068

Proprietor

ANDREW VICTOR SERCHEN

4 MORLEY WAY, JERRABOMBERRA NSW 2619

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
14/11/2022	3204360	Mortgage to NATIONAL AUSTRALIA BANK LIMITED (ACN: 004 044 937)

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
201426168	Development Application	30/09/2014	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	08/12/2014

Description

MULTI DWELLING-DEMOLITION-LEASE VARIATION-7 NEW UNITS. Proposed demolition of the existing residence and structures; Construction of seven (7) new residential units; Includes basement carparking, rooftop for outdoor living and associated landscaping. Please see the application form for detail of the lease variation.

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
201629530	Development Application	08/09/2016	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	16/09/2016

Description

The proposal is for 2 new drainage service easements and adjustment to an approved drainage service easement.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Braddon Section 1 Block 3 on Deposited Plan 239 with 7 units on Unit Plan 4301

Lease commenced on 24/03/2017, terminating on 03/03/2068

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4301

Bright & Duggan (ACT) Pty Ltd, PO Box 281 Crows Nest NSW 1585

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

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
201426168	Development Application	30/09/2014	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	08/12/2014

Description

MULTI DWELLING-DEMOLITION-LEASE VARIATION-7 NEW UNITS. Proposed demolition of the existing residence and structures; Construction of seven (7) new residential units; Includes basement carparking, rooftop for outdoor living and associated landscaping. Please see the application form for detail of the lease variation.

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.



ACT
Government

Product	Title Details
Date/Time	05/12/2025 12:27PM
Customer Reference	21435
Order ID	20251205000769
Cost	\$35.00

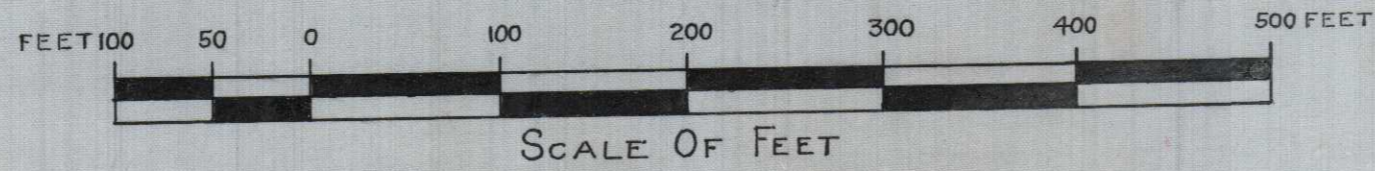
Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201629530	Development Application	08/09/2016	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	16/09/2016

Description

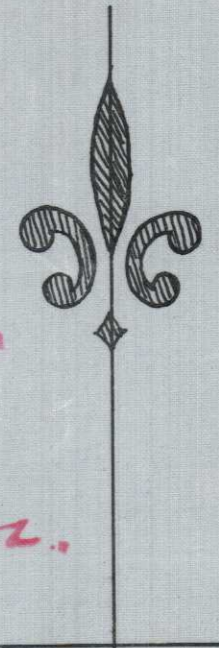
The proposal is for 2 new drainage service easements and adjustment to an approved drainage service easement.

DEPOSITED PLAN No. S.P. 239.

PLAN OF Sections 1, 10, 11, 15, 16, 58, & 59, DIVISION OF BRADDON AUSTRALIAN CAPITAL TERRITORY



Deposited in the office of the
Registrar of Titles at Canberra in the
Australian Capital Territory
the day of _____, 19____
at _____ minutes past _____ o'clock in
the _____ noon
Approved *J. B. Button*
Registrar of Titles



AMENDED
SEE D.P. No. 1003
AMENDED
BY D.P. No. 2339
ON 15th DEC. 1969

AMENDED
BY D.P. No. 10779
ON 24th March 2011

AMENDED
BY D.P. No. 9704
ON 3 October 2001

AMENDED
BY D.P. No. 9691
ON 7 September 2001

AMENDED
BY D.P. No. 9087
ON 15 May 1997

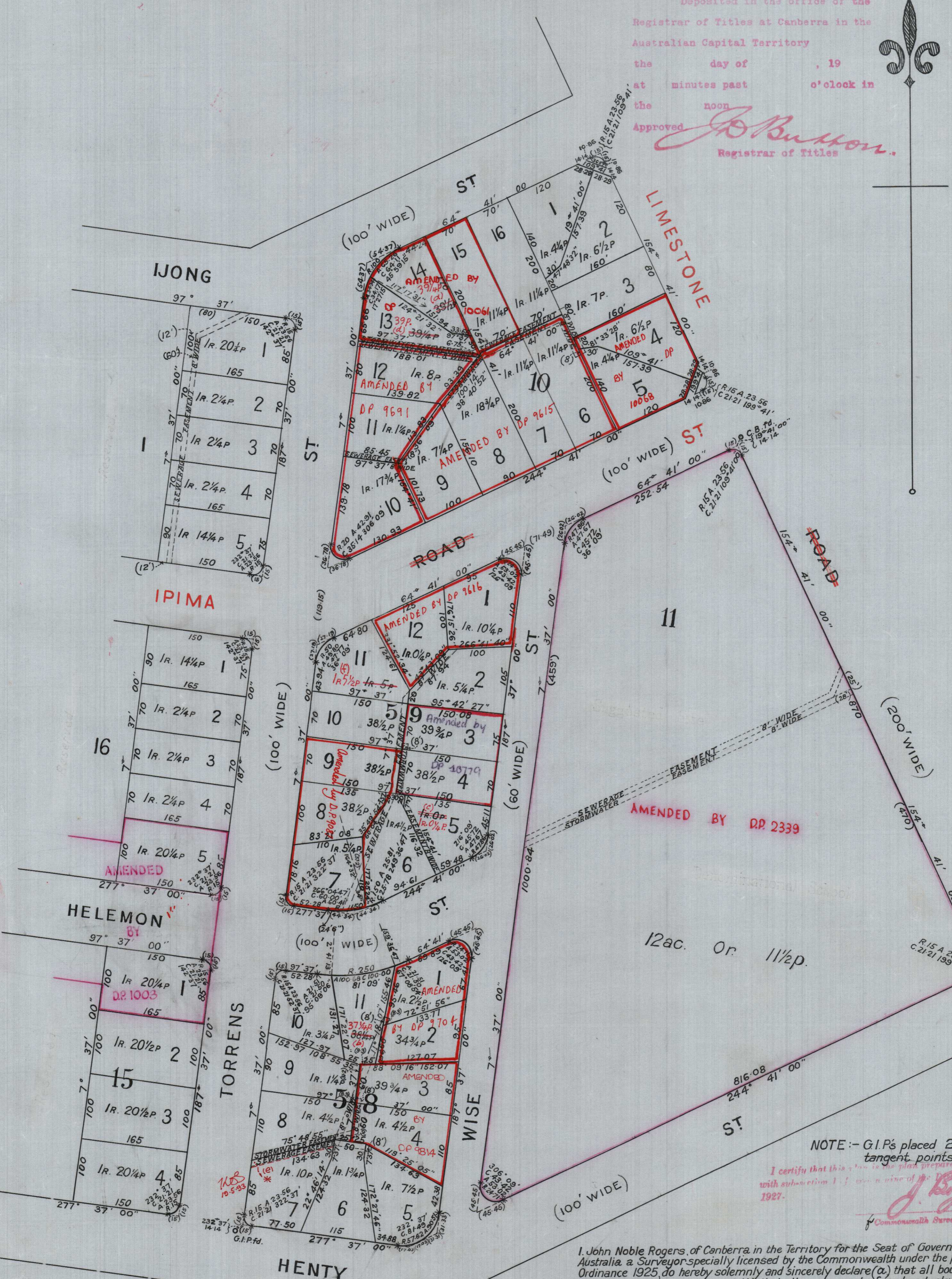
AMENDED
BY D.P. No. 9615
ON 22 December 2000

AMENDED
BY D.P. No. 9616
ON 22 December 2000

AMENDED
BY D.P. No. 9814
ON 2nd September 2002

AMENDED
BY D.P. No. 10061
ON 11th NOVEMBER 2004

AMENDED
BY D.P. No. 20068
ON 17th DECEMBER 2004



NOTE: - G.I.P.s placed 2' radially from all tangent points
I certify that this plan is a true and correct copy of the plan prepared in accordance with subsection 1.1 of the Statutory Declarations Act 1911-1922.
J. Boyle
Commonwealth Surveyor General

I, John Noble Rogers, of Canberra, in the Territory for the Seat of Government of the Commonwealth of Australia, a Surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made by me and completed on the 15th day of May 1939, and I make this solemn declaration by virtue of the Statutory Declarations Act 1911-1922 conscientiously believing the statements contained herein to be true in every particular.
J. N. Rogers
Licensed Surveyor.

(F) AMENDED BY REQUEST OF O.C.S.
REF FOLIO No 1050 ON FILE No DO/2404
19th Nov 1968 13.10.00

(12) AMENDED BY REQUEST OF L.T.O.
REF FOLIO No 452 ON FILE No 83-2417
* PROPOSED ELECTRIC SUPPLY SERVICE EASEMENT 8' WIDE
J. Boyle 13/5/93

Nomenclature Amended To 17.5.56

Drawn by *F.* Date 25.10.40
Examined by *F.A.M.* Date 27.10.40
Date of Survey May 1939,
Field Books. B.1154, 2134, S.1466,
Strom Meridian.

Amendments
(a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z)
Date 17.6.80

Declared at Canberra the twenty ninth day of October, 1940,
before me.

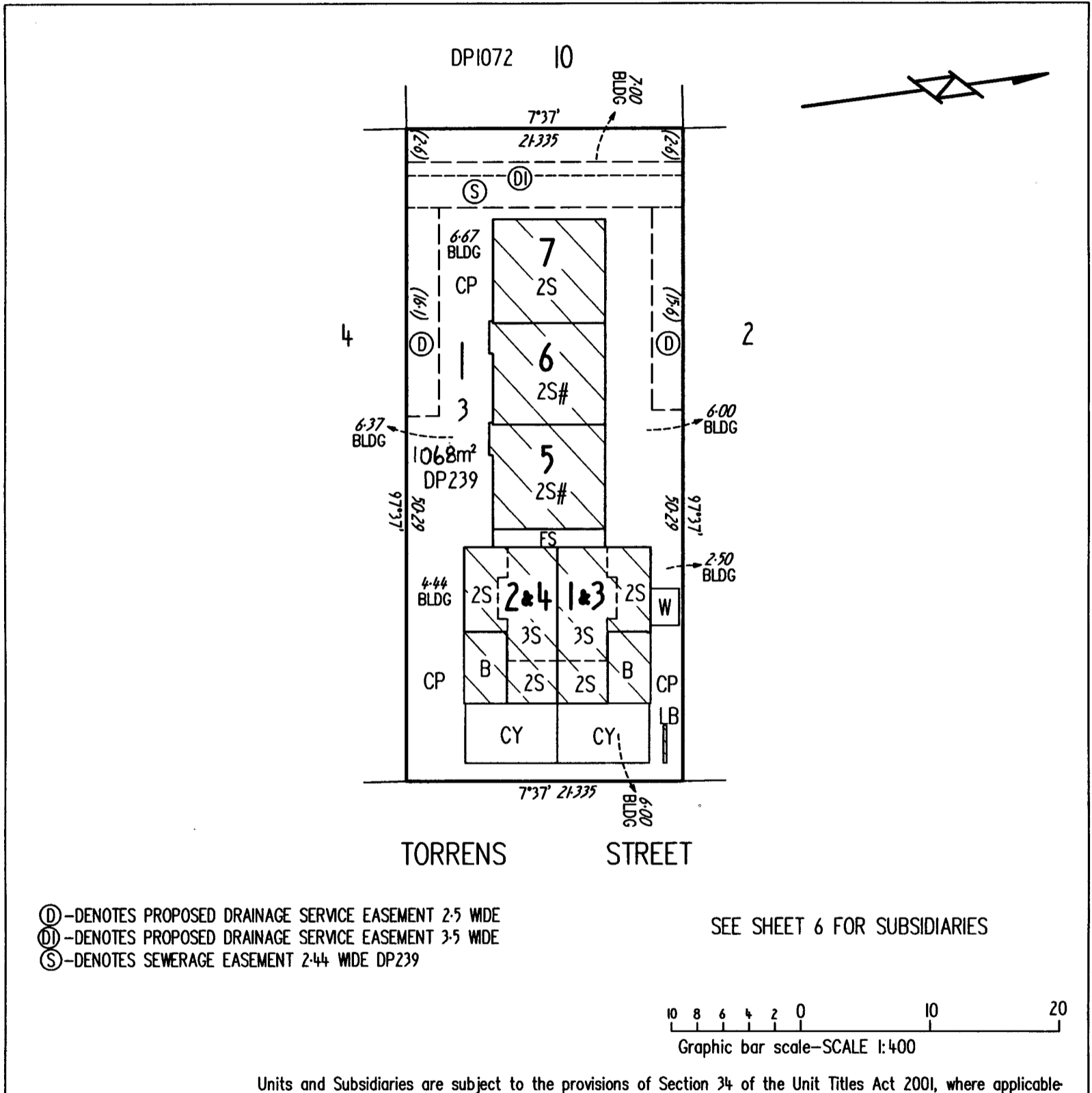
W. J. ...
Commissioner for Declarations under the
Statutory Declarations Act 1911-1922.

Form 088-SP

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

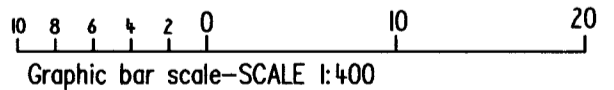
SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
BRADDON	1	3	A	4301



- (D) - DENOTES PROPOSED DRAINAGE SERVICE EASEMENT 2.5 WIDE
- (D) - DENOTES PROPOSED DRAINAGE SERVICE EASEMENT 3.5 WIDE
- (S) - DENOTES SEWERAGE EASEMENT 2.44 WIDE DP239

SEE SHEET 6 FOR SUBSIDIARIES



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

<p><i>MICE KLJUSURIC</i> ACN 088384427 SOLE DIRECTOR M.M. ENTERPRISES P/L Registered Proprietor</p>	<p>ROBERT RICHARDS M & M SURVEYS PO Box 851, Mitchell ACT 2911 Ph.02 6241 0012 Email. admin@mmsurveys.com.au <i>Robert Richards</i> 28 November 2016 Registered Surveyor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
---	--	---

XUP 21135



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
719:70	BRADDON	1	3	239	4301

NAME OF MANAGER / OWNERS CORPORATION
Vantage Strata

ADDRESS FOR SERVICE OF NOTICE
PO Box 5159, BRADDON, ACT, 2612

SURVEYOR'S DECLARATION

I, **Robert Richards** of **M & M Surveys Pty Ltd**

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 (insert date) – 28 November 2016
- The survey is in accordance with the following Acts:
 - *Unit Titles Act 2001*;
 - *Land Titles (Unit Titles) Act 1970*;
 - *Land Titles Act 1925*; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

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

OR

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

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

Robert Richards
Signature of Registered Surveyor

28 November 2016 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

23 February 2017 Dated

OFFICE USE ONLY			
LODGED BY	<i>[Signature]</i>	REGISTERED BY	<i>[Signature]</i>
EXAMINED BY		REGISTRATION DATE	24 MAR 2017
DATA ENTERED BY	<i>[Signature]</i>		



SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	1	3	4301

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	104	2	2268	91
2	104	2	2268	92
3	125	4	2268	93
4	125	4	2268	94
5	178	2 3 ut	2268	95
6	175	2 3 ut	2268	96
7	189	1 2 RR KM ut	2268	97

Aggregate	1000	KM 17 18 20 RR	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:	
MICE KLJUSURIC MHL ENTERPRISES P/L 088 384 427 SOLR DIRECTOR			Volume	Folio
Signature of Lessee Dated Twenty third this day of February 2017 Lyn Tankey Delegate of the Authority/Executive			2268	90
Column 1 above is the schedule of unit entitlement approved for the subdivision.			David Snowden Registrar-General Deputy Registrar-General	

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	1	3	4301

LEGEND & NOTES

LEGEND

- B - DENOTES BALCONY
- CS - DENOTES ALLOCATED CAR SPACE 5.5x2.4 AREA 12m²
- CW - DENOTES CHAINWIRE FENCE
- CY - DENOTES COURTYARD
- D - DENOTES TIMBER DECK
- LB - DENOTES BRICK LETTERBOX
- FS - DENOTES FOYER & STAIRS - COMMON PROPERTY
- P - DENOTES LINE OF FACE OF PIER IS SUBSIDIARY BOUNDARY
- S - DENOTES STAIRS WITHIN THE UNIT
- V - DENOTES VOID
- W - DENOTES WASTE AREA
- 2S# - DENOTES TWO STOREY RESIDENTIAL BUILDING WITH COURTYARD ON ROOF
- 2S - DENOTES TWO STOREY RESIDENTIAL BUILDING
- 3S - DENOTES THREE STOREY RESIDENTIAL BUILDING
- G - DENOTES GARAGE
- MB - DENOTES METRE BOX

UNIT IDENTIFIER				SUBSIDIARIES								
UNIT No	SHEET No	FLOOR	ADDRESS	CARSPACE		COURTYARD		BALCONY		DECK		SUBSIDIARY TOTAL
				Sub N°	Sheet N°	Sub N°	Sheet N°	Sub N°	Sheet N°	Sub N°	Sheet N°	
1	6	GROUND	79 TORRENS STREET	1	5	2	6					2
2	6	GROUND	79 TORRENS STREET	1	5	2	6					2
3	7,8	FIRST & SECOND	79 TORRENS STREET	1,2	5			3,4	7,8			4
4	7,8	FIRST & SECOND	79 TORRENS STREET	1,2	5			3,4	7,8			4
5	5,6,7	BASE, GRD & FIRST	79 TORRENS STREET			1,2	6,8			3	6	3
6	5,6,7	BASE, GRD & FIRST	79 TORRENS STREET			1,2	6,8			3	6	3
7	5,6,7	BASE, GRD & FIRST	79 TORRENS STREET			1	6			2	6	2

TOTAL 20

NOTES

- UNITS AND SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE
- UNIT BOUNDARIES & AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE OUTER FACE OF EXTERNAL WALLS AND THE CENTRELINE OF INTERNAL WALLS, UNLESS NOTED OTHERWISE
- THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED TO DETERMINE THE UNIT AREA
- UNIT AREAS SHOWN MUST NOT BE USED FOR ANY OTHER PURPOSE

M. K. Kljusuric
MICK KLJUSURIC
MHK ENTERPRISES P/L
088 384 427
SOLE DIRECTOR
Registered Proprietor

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

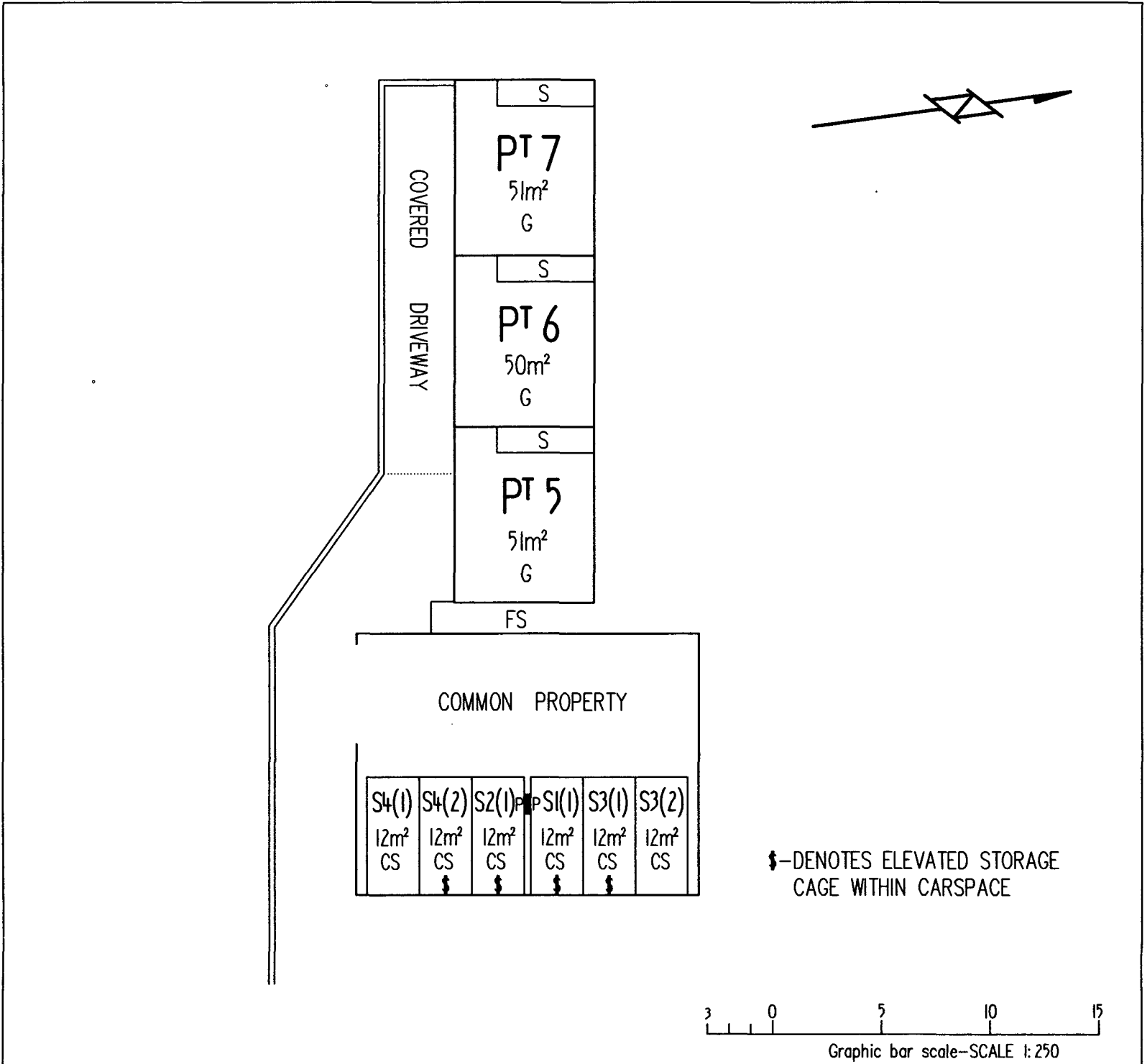
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	1	3	4301

BASEMENT FLOOR



Jup
MICE KLJUSURIC
MHC ENTERPRISES P/L
088 384 427
SOLE DIRECTOR Registered Proprietor

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

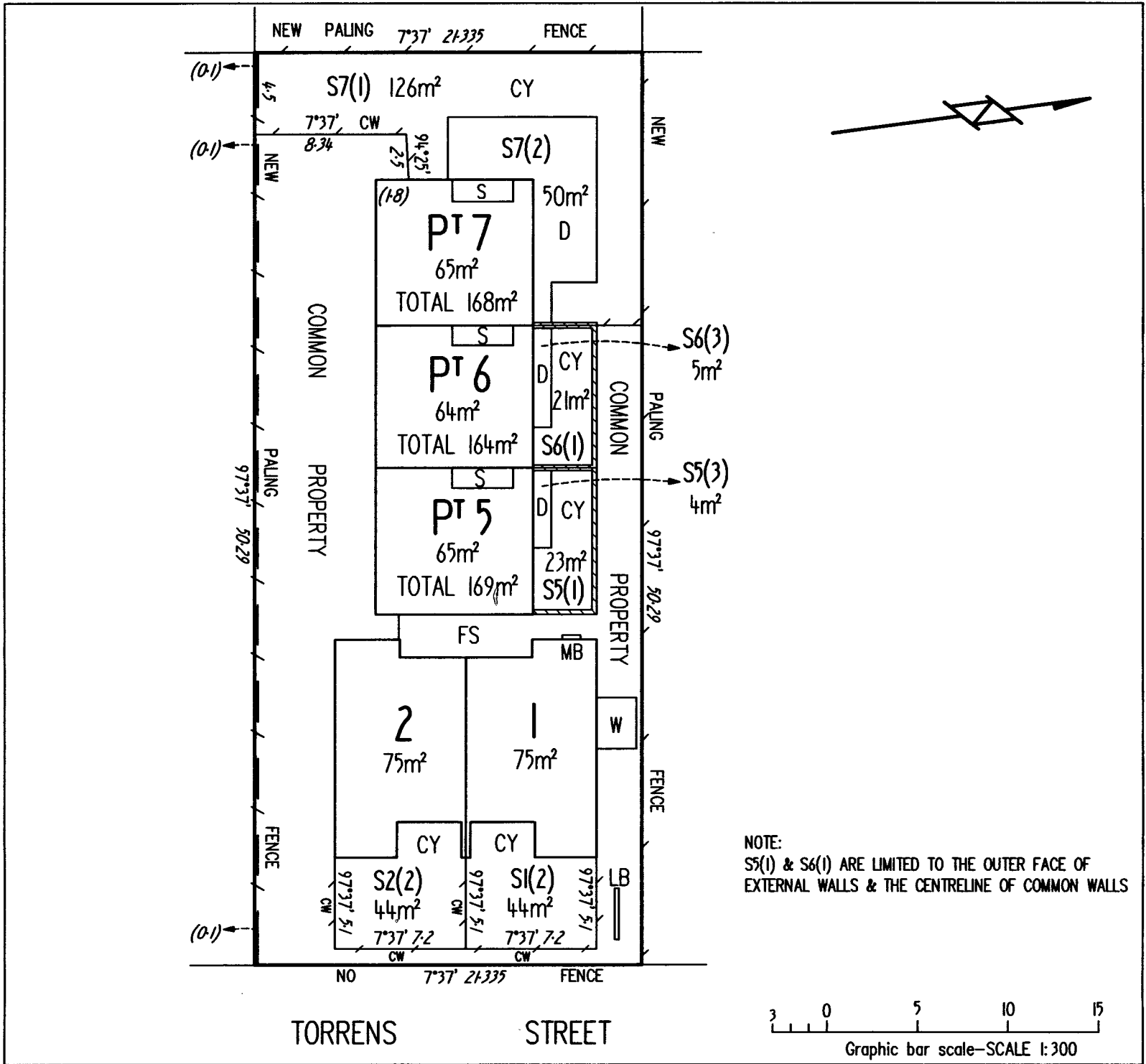
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	I	3	4301

GROUND FLOOR



NOTE:
S5(1) & S6(1) ARE LIMITED TO THE OUTER FACE OF EXTERNAL WALLS & THE CENTRELINE OF COMMON WALLS

Handwritten:
MICE ICLJUSURIC
MML ENTERPRISES P/L
088 384 427
SOLE DIRECTOR Registered Proprietor

Handwritten Signature: Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

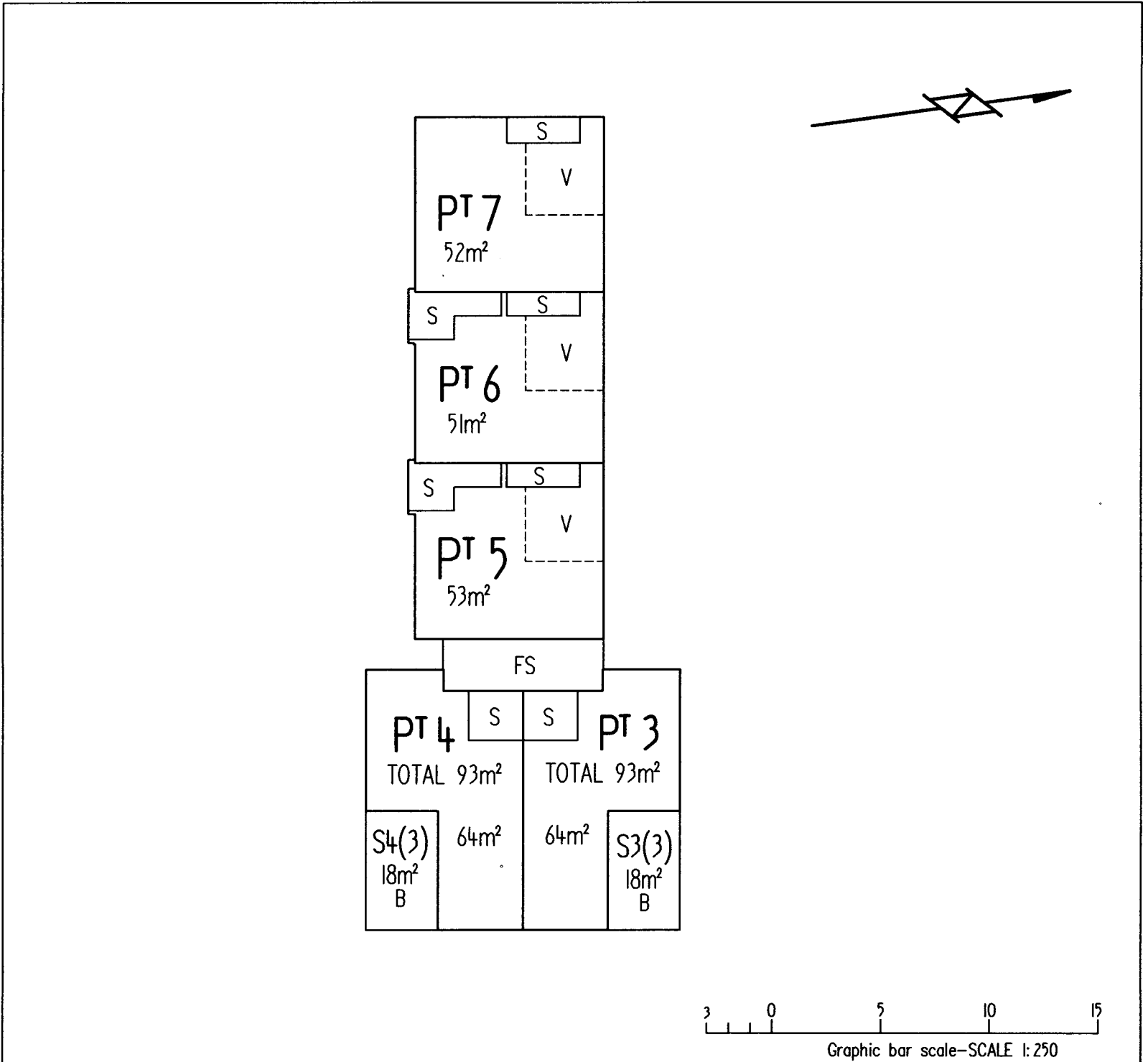
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	I	3	4301

FIRST FLOOR



JWP
 MICE KLJU SURIC
 MHC ENTERPRISES P/L
 088 384 427
 SOLE DIRECTOR Registered Proprietor

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

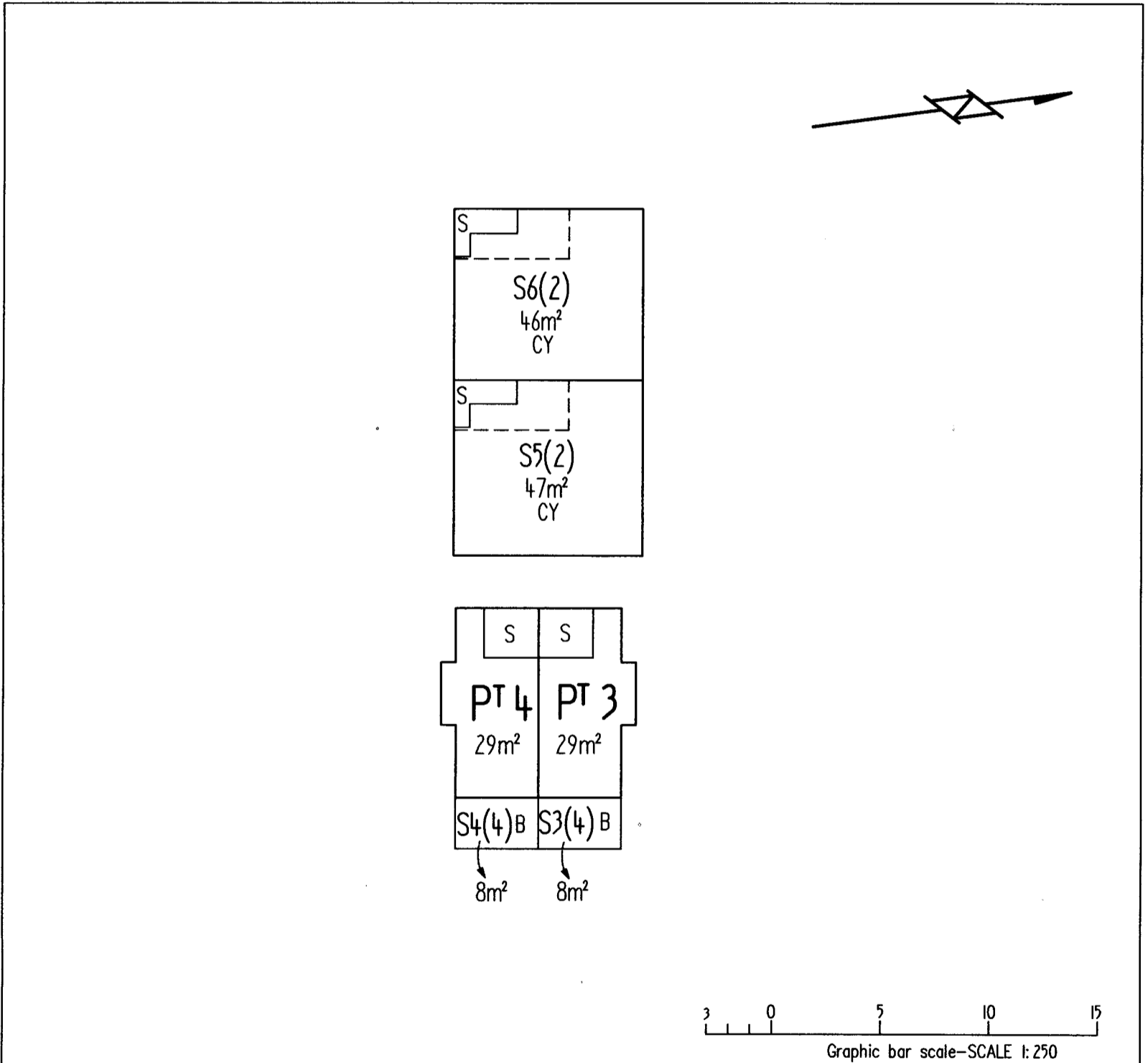
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	1	3	A301

SECOND FLOOR



[Signature]
 MICE KLJUSURAC
 MHL ENTERPRISES P/L
 OBB 384 427
 SOLE DIRECTOR Registered Proprietor

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

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4301

Block 3 Section 1 Division of BRADDON

**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 March Two thousand and sixty eight.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement and shown on the Plan attached at Sheet 22 of 22 Sheets an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:

Handwritten signature and initials in black ink, located at the bottom of the page.

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

4. Each Lessee of each of the Units Nos. 1 – 7 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;

Handwritten signatures and initials, including a large stylized signature on the left and a smaller signature or set of initials on the right.

- (c) not to use any unit subsidiary to that unit as a habitation;
- (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

The image shows two handwritten marks in black ink. On the left is a stylized signature that appears to be 'Jug'. To its right is a smaller, simpler mark that looks like a cursive 'W' or 'u'.

- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (j) all minerals on or in the unit are reserved to the Territory.

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

- (a) the Lessee may at any time upon payment of all rent and all other money due to the Authority under this lease surrender this lease to the Authority but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Authority, the Territory or from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements comprising the unit;
- (b) that if:
 - (i) any rent or other moneys payable under this lease shall remain unpaid for twelve 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 5(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of 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

x  

behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;



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

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "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

x  

- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (e) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the 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;
- (f) "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;
- (g) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (h) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (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;

x  


- (m) words importing one gender include the other genders;
- (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 Twenty third day of February 2017.



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

LESSEE: **MHK ENTERPRISES PTY LIMITED A.C.N. 088 384 427**

x 
SOLE DIRECTOR
MICE KLJUSURIC

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 4301

Block 3 Section 1 Division of BRADDON

**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 March Two thousand and sixty eight.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement and shown on the Plan attached at Sheet 22 of 22 Sheets an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

Handwritten signature and initials in black ink.

- (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners – Units Plan No. 4301 ("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;

x  w

- (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
- (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;
- (e) except where necessary for compliance with Clause 4(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building 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

x  w

demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) 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;
- (i) all minerals on or in the common property are reserved to the Territory.

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

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

x  w

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

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 4301';
- (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;

x Jey w


- (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 Twenty third day of February 2017.

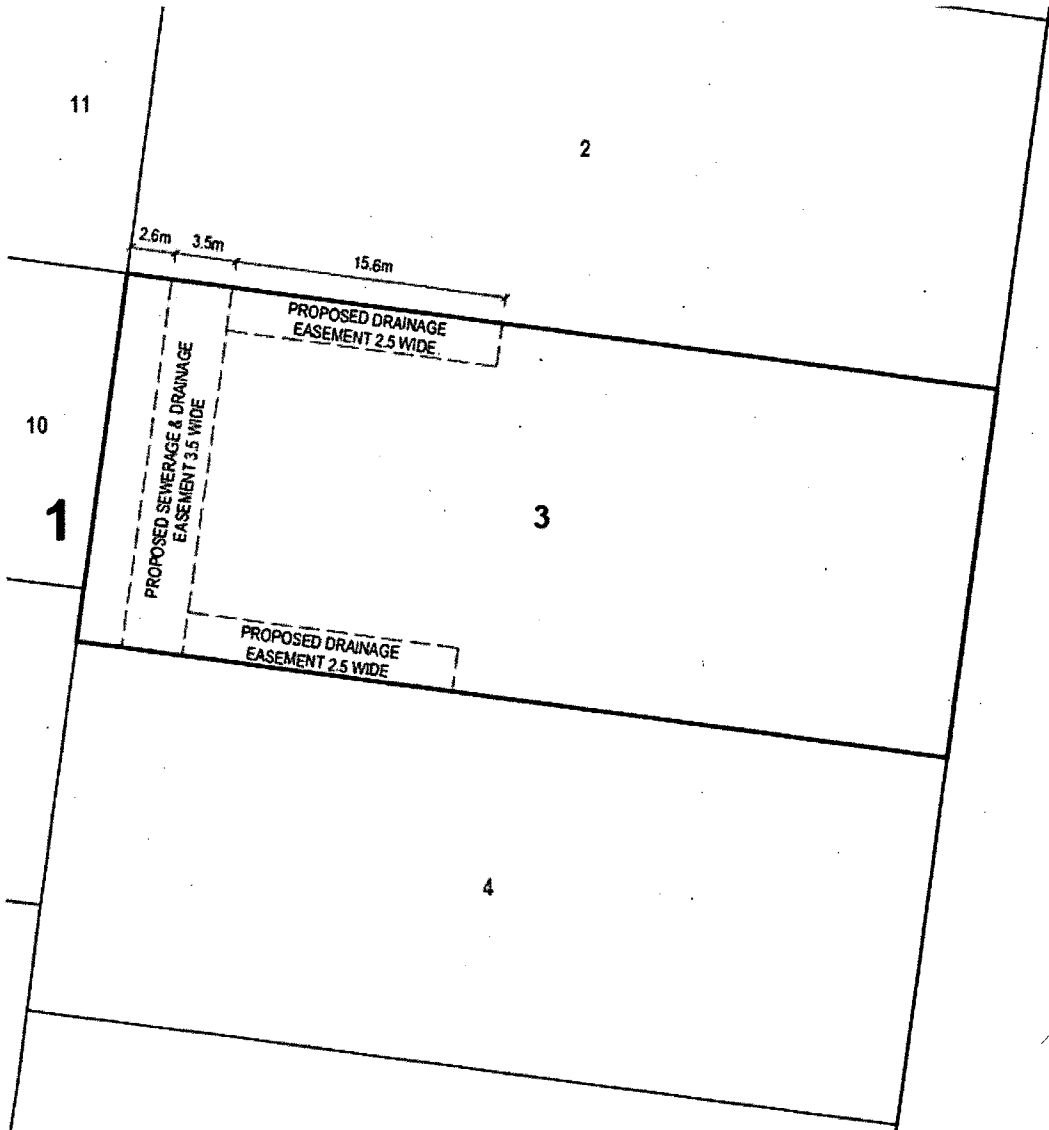


Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: **MHK ENTERPRISES PTY LIMITED A.C.N. 088 384 427**

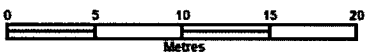


SOLE DIRECTOR
MICE KLJUSURIC



TORRENS STREET

TORRENS



x [Handwritten signature]



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	3	Section	1	Suburb	BRADDON
-------------	----------	--------------	----------	----------------	----------	---------------	----------------

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

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

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

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

Applicant's Name : Info Track
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 21435 - 181061714

Date: 08-DEC-25 15:29:47



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

08-DEC-2025 15:29

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

BRADDON Section 1/Block 3/Unit 4

Building Class: A

Area(m2): 1,073.0

Unimproved Value: \$1,575,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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

08-DEC-2025 15:29

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

Page 2 of 4

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201629530 **Lodged** 08-SEP-16 **Type** See Subclass

-- Application Details -----

Description

The proposal is for 2 new drainage service easements and adjustment to an approved drainage service easement.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	1	3-3	

-- Involved Parties -----

Role	Name
Lessee	Mark Ciampa
Lessee	Alex'S Sand And Gravel Pty Ltd
Lessee	Mhk Enterprises Pty Ltd
Lessee	Peter Ciampa
Applicant	Stewart Architecture

-- Activities -----

Activity Name	Status
Code Track	Approval Conditional



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

08-DEC-2025 15:29

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

Page 3 of 4

Application DA201426168 **Lodged** 30-SEP-14 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-DEMOLITION-LEASE VARIATION-7 NEW UNITS. Proposed demolition of the existing residence and structures; Construction of seven (7) new residential units; Includes basement carparking, rooftop for outdoor living and associated landscaping. Please see the application form for detail of the lease variation.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	1	3-3	

-- Involved Parties -----

Role	Name
Representor	Gerlinde Sullivan
Representor	Geoff & Susan Davidson
Lessee	Mark Ciampa
Lessee	Peter Ciampa
Lessee	Alex'S Sand And Gravel Pty Ltd
Applicant	Stewart Architecture
Representor	Greg Duffy
Representor	Denise Taunton

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA20014426 **Lodged** 22-OCT-01 **Type** Single Dwelling

-- Application Details -----

Description

Carport & New Driveway

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	1	3-3	

-- Involved Parties -----

Role	Name
Applicant	Alex'S Sand And Gravel
Objector	Duffy & Bissaker
Objector	Carpenter

-- Activities -----

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Withdrawn



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

08-DEC-2025 15:29

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

Page 4 of 4

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>

Please Note: A section master plan exists or is being considered over this section.

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 ----



Bright&Duggan
Strata Management

ACT | customercare@bright-duggan.com.au | bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585 | P 02 6156 3305
ABN 96 144 703 435

Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

15 January 2026

Units Plan No. 4301
Not registered for GST

ABN: 50 467 742 542

WMG Legal
4/6 Pelle St
MITCHELL
ACT 2911

Ref

Re	Lot	4	Units Plan No. 4301
Fee	342.00		Paid

Should you require an updated Certificate or information the cost is \$154.00

We have included the below payment method for settlement payments only. Do not use to pay the certificate fee.

BSB 067-970
StrataPay Ref 158321308

Biller Code 74625
StrataPay Ref 158321308

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4301

Unit 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: **125**
Total Building Entitlements: **1,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Bright & Duggan (ACT) Pty Ltd**
PO Box 281
CROWS NEST NSW 1585

Contact Phone Number: **02 6156 3305**

Corporation's records can be inspected at

Address: **Bright & Duggan (ACT) Pty Ltd**
PO Box 281
CROWS NEST NSW 1585

Contact Phone Number: **02 6156 3305**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	Jennefer Newton	1/79 Torrens Street BRADDON ACT 2612
	James Wilson	45 Cope Street LANE COVE NSW 2066
	Megan Dalton	5/79 Torrens Street BRADDON ACT 2612

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$4,131.64**
Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	1,032.91	24/10/25	24/10/25	0.00	24/10/25
01/10/25 to 31/12/25	1,032.91	01/11/25	24/10/25	0.00	01/11/25
01/01/26 to 31/03/26	1,032.91	01/02/26		0.00	01/02/26
01/04/26 to 30/06/26	1,032.91	01/05/26		0.00	01/05/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4301 - Unit 4

Amount (if any) outstanding (credit shown with -) **\$1,032.91**

Paid to **31/12/25**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,427.36**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	356.84	24/10/25	24/10/25	0.00	24/10/25
01/10/25 to 31/12/25	356.84	01/11/25	24/10/25	0.00	01/11/25
01/01/26 to 31/03/26	356.84	01/02/26		0.00	01/02/26
01/04/26 to 30/06/26	356.84	01/05/26		0.00	01/05/26

Amount (if any) outstanding (credit shown with -) **\$356.84**

Paid to **31/12/25**

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 -): **Nil**

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4301 - 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> Strata Community Insurance	POL11026405	4,930,000.00	30/11/26	18/12/25	8,076.19
<i>PUBLIC LIABILITY</i> Strata Community Insurance	POL11026405	20,000,000.00	30/11/26	18/12/25	Included
<i>COMMON AREA CONTENTS</i> Strata Community Insurance	POL11026405	49,300.00	30/11/26	18/12/25	Included
<i>LOSS OF RENT</i> Strata Community Insurance	POL11026405	739,500.00	30/11/26	18/12/25	Included
<i>FIDELITY GUARANTEE</i> Strata Community Insurance	POL11026405	100,000.00	30/11/26	18/12/25	Included
<i>WORKERS COMPENSATION</i> CGU Insurance	O/25-4116	Insured	30/11/26	05/12/25	279.95
<i>VOLUNTARY WORKERS</i> Strata Community Insurance	POL11026405	Insured	30/11/26	18/12/25	Included
<i>OFFICE BEARERS</i> Strata Community Insurance	POL11026405	1,000,000.00	30/11/26	18/12/25	Included
<i>CATASTROPHE</i> Strata Community Insurance	POL11026405	739,500.00	30/11/26	18/12/25	Included
<i>GOVERNMENT AUDIT COS</i> Strata Community Insurance	POL11026405	25,000.00	30/11/26	18/12/25	Included
<i>WH&S APPEAL EXPENSES</i> Strata Community Insurance	POL11026405	100,000.00	30/11/26	18/12/25	Included
<i>LEGAL EXPENSES</i> Strata Community Insurance	POL11026405	50,000.00	30/11/26	18/12/25	Included
<i>LOT OWNERS IMPROVEME</i> Strata Community Insurance	POL11026405	300,000.00	30/11/26	18/12/25	Included
<i>FLOOD</i> Strata Community Insurance	POL11026405	Insured	30/11/26	18/12/25	Included
<i>FLOATING FLOORS</i> Strata Community Insurance	POL11026405	Insured	30/11/26	18/12/25	Included
<i>PAINT / WALLPAPER</i> Strata Community Insurance	POL11026405	Insured	30/11/26	18/12/25	Included
<i>TERRORISM</i> Strata Community Insurance	POL11026405	Insured	30/11/26	18/12/25	Included

Fund Balances

Balances as at: 15 January 2026

Administrative Fund	29,991.17
Sinking Fund	690.19

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4301 - Unit 4

Developer Control Period

Developer Control Period Expiry Date:

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:

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. 4301 - 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

(ii) The name of the embedded network provider

That the execution of documents is delegated to the managing agent for the Owners Corporation. Bright & Duggan (ACT) is authorised by Owners Corporation to sign all document on behalf of the Owners Corporation.

Dated at Canberra the **15 January 2026**



The Owners – Units Plan No.4301 Rules

(79 Torrens Street, Braddon ACT 2612)

1 Definitions—default rules

In these rules:

- (1) In these rules:
 - executive committee representative** means a person authorised in writing by the executive committee under rule 10 (4).
 - owner, occupier or user**, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in the Act has the same meaning in these rules.

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

4 Erections and alterations

- (1) A unit owner or occupier may erect or alter any non-load bearing structure inside a unit provided the erection or alteration is not visible from the street or the common property of the owners corporation, and the erection or alteration complies with the requirements of any applicable law, regulation or standard in force in the Australian Capital Territory.
- (2) A unit owner or occupier may erect or alter any load-bearing structure whether inside the unit or on the outside of the unit, or erect or alter any structure on the outside of a unit, only if:
 - (a) The unit owner or occupier has made an application in writing to the executive committee of the owner's corporation through the owners corporation's managing agent detailing the proposed erection or alteration; and
 - (b) The erection or alteration is in accordance with the express written permission of the executive committee (including any conditions set by the committee), or where the committee chooses to call a general meeting of the owners corporation to decide on the application, the erection or alteration is in accordance with the decision of the general meeting of the owners corporation by ordinary resolution; and
 - (c) Where the executive committee decides on the permission for the erection or alteration, the permission and any conditions set by the committee will be communicated in writing to the unit owner or occupier by the owners corporation's managing agent; and
 - (d) The erection or alteration complies with the requirements of any applicable law, regulation or standard in force in the Australian Capital Territory.

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

8 Noise

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

9 Illegal use of unit

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

10 What may an executive committee representative do?

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

11 Seal of owners corporation

- (1) For the attaching of the seal of the owners corporation to a document to be effective, the seal must be attached:
 - (a) by decision of the owners corporation or of the executive committee; or
 - (b) by the owners corporation's managing agent provided the owners corporation or the executive committee has delegated authority to the managing agent to attach the seal. Authority is automatically given to the owners corporation's managing agent to attach the seal for unit title certificates, for minutes of reduced quorum general meetings, and to any documents for the owners corporation lodged with government agencies, utility or regulatory authorities, and courts or tribunals.
- (2) Where the seal is attached by a decision of the executive committee, the seal must be attached in the presence of at least 1 executive committee member and the executive committee member/s witnessing the attaching of the seal must sign the document as witnesses.
- (3) Where the seal is attached by the owners corporation's managing agent, the managing agent must sign the document.
- (4) The owners corporation's managing agent is not permitted to attach the seal to any agreement for management services between the owners corporation and the managing agent.

12 Pets in units

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

- (1) The executive committee for and on behalf of the owners corporation makes decisions regarding the owners corporation giving, denying or revoking consent; and
- (2) Prior to any unit seeking to keep an animal, the unit owner or occupier must make an application in writing to the executive committee through the owners corporation's managing agent including providing details of the type and breed of animal/s, the number of animals, and how the animal/s will be housed and controlled while in the unit or on the common property; and
- (3) If a unit occupier who is not the unit owner applies to keep an animal, the unit occupier must also provide with their application written consent from the unit owner authorizing the unit occupier to keep the animal which the unit occupier proposes to keep at the unit; and
- (4) The owners corporation's managing agent will communicate in writing to the unit owner and/or occupier the decision of the executive committee regarding the consent to the keeping of the animal/s, including any conditions regarding the animal/s and its keeping set by the executive committee, whether in providing consent or from time to time thereafter; and
- (5) There is no consent by the owners corporation to the keeping of an animal/s unless subrules (2), (3) and (4) are complied with; and
- (6) The unit owner and/or unit occupier must ensure the keeping of the animal/s complies with all of the written conditions set by the executive committee; and
- (7) The unit owner shall be liable for injury to a person on the common property or on unit property caused by the animal/s; and
- (8) The unit owner shall be liable for any damage to the common property or any unit property caused by the animal/s; and
- (9) If the animal/s causes a nuisance, or there is a failure to comply with any of the written conditions concerning the animal/s set by the executive committee, the executive committee can revoke consent to the keeping of the animal/s and require it to be immediately removed from the 79 Torrens Street, Braddon ACT 2612 site; and
- (10) The animal/s must be kept in accordance with the requirements of any applicable law in force in the Australian Capital Territory; and
- (11) If the animal is a cat, it must be desexed and kept either indoors in the unit or in a cat run on the unit property.
- (12) If the animal is a dog, it must be registered with the ACT Government, desexed and microchipped. Documentary proof that these criteria have been fulfilled must be provided with the application made to the owners corporation to keep the dog.

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

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

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

Insurance Valuation Report

For

Jamieson House

79 Torrens Street, Braddon ACT 2612

Scheme Number: 4301



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 209689

3 October 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

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

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

QIA Group Pty Ltd

REPORT CONTENTS

SECTION 1 – INSURANCE VALUATION SUMMARY	3
1.1 PURPOSE OF REPORT	3
1.2 PROPERTY ADDRESS	3
1.3 DESCRIPTION OF BUILDING	3
1.4 CLIENT	3
1.5 REPLACEMENT VALUE.....	3
1.6 INSPECTOR DETAILS.....	3
SECTION 2 – INSURANCE VALUATION REPORT.....	4
2.1 RECOMMENDED INSURED VALUE	4
2.2 LOSS OF REVENUE	4
2.3 CURRENT TRENDS.....	4
2.4 PERIODIC REVIEWS	4
2.5 ELEMENTS USED IN THE CALCULATED VALUE OF THE BUILDING REPLACEMENT	4
2.6 VALUATION.....	5
2.7 SITE LOCATION MAP	5
SECTION 3 – REPORTING PROCESS AND CONTENT	6
3.1 SITE FACTORS	6
3.2 ADDITIONS & IMPROVEMENTS.....	6
3.3 MAINTENANCE	6
3.4 SUMMARY OF CONSTRUCTION	6
3.5 AREAS NOT INSPECTED - TYPICAL	6
3.6 SCOPE.....	6
3.7 EXCLUSIONS.....	7
SECTION 4 – SITE PHOTOGRAPHS.....	8

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **79 Torrens Street, Braddon ACT 2612**.

1.2 Property Address

The property is situated at **79 Torrens Street, Braddon ACT 2612**.

1.3 Description of Building

The property comprises Seven residential lots of three-storey building with one-storey basement car park. Access to upper floor is by stairs. Common property includes driveways, bin enclosure, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 24 March 2017.

1.4 Client

The Proprietors Jamieson House.

1.5 Replacement Value

Recommended Insured Value: \$4,930,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

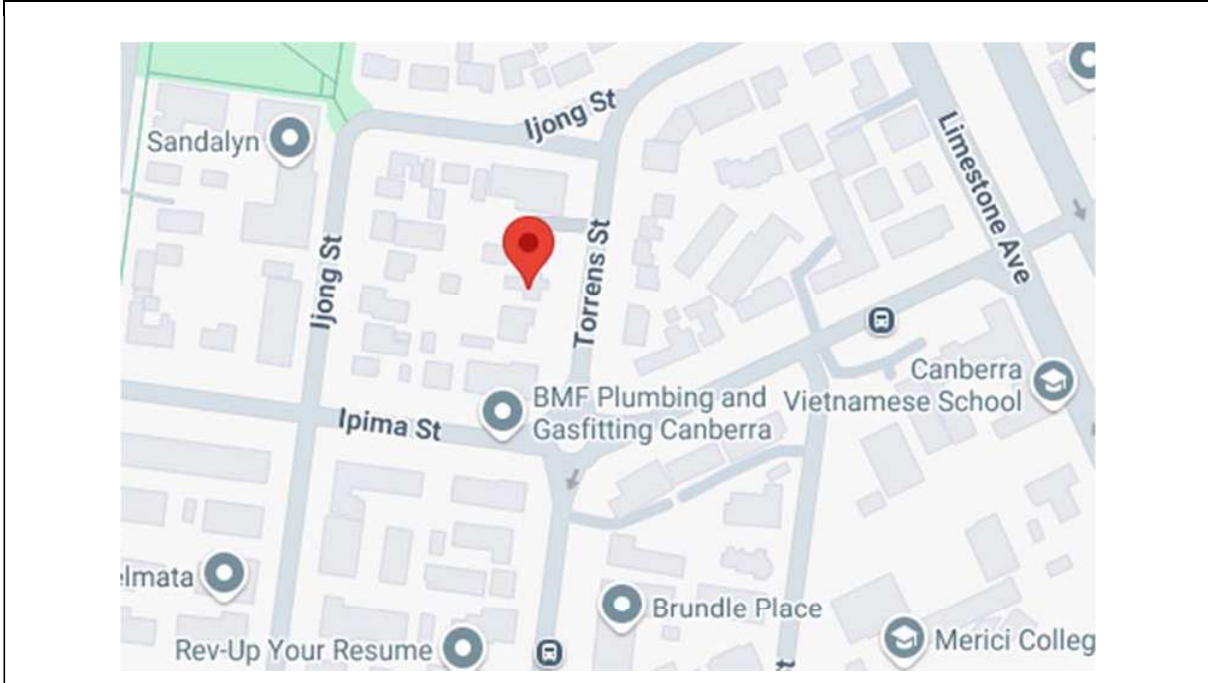
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation	
Replacement Building and Improvements Cost:	\$3,750,000
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$280,000
Progressive Subtotal:	\$4,030,000
Professional Fees:	\$440,000
Progressive Subtotal:	\$4,470,000
Removal of Debris:	\$190,000
Progressive Subtotal:	\$4,660,000
Cost Escalation for Insurance Policy Lapse Period:	\$270,000
Progressive Subtotal:	\$4,930,000
Recommended Insured Value:	\$4,930,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brickwork.

EXTERNAL WALL FINISHES: Rendered & painted brick and face brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.

ROOFING: Cliplock metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS





Contact: Underwriting Team
Direct Line: 1300 307 952
Your Ref:

Date: 10 December 2025

Collective Insurance Brokers
Level 10
15 Castlereagh Street
Sydney NSW 2000

**CGU Workers Compensation
Business Support**

46 Colin Street
West Perth WA 6843

GPO Box M929 PERTH WA 6843
Telephone: 1300 307 952
WCRSBusinessSupport@cgu.com.au

EMPLOYERS' INDEMNITY INSURANCE

CERTIFICATE OF CURRENCY

This is to certify that our company provides ACT Workers' Compensation cover for:

Insured : Unit Plan 4301
:
Policy Number : O/25-4116
Period of Insurance : 30/11/2025 to 30/11/2026
Description : Residential Property Operators
Estimated Wages : \$7,500 **Employees :** 1

Yours faithfully,

Underwriting Team
CGU Workers Compensation

EILAU30

bright & duggan 

australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 4301

79 Torrens Street, BRADDON, ACT, 2612



Meeting Date:	Wednesday 4 December 2024
Address:	Online only
Present:	Ms Jennefer Newton (Lot 1) Electronic vote
In attendance:	Emma Cutts Bright & Duggan
Chairperson:	
Apologies:	
Quorum:	

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 4301 UNIT PLAN 4301 approve to renew the insurance period 30th of November 2024 to 30th of November 2025 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 29th of November 2024 we will process the renewal with the recommended insurer Strata Community Insurance and CGU Workers Compensation to the total premium of \$8,104.01 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below and refer to the Broker's Advice for a detailed analysis:

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable (Inc. CGU W/Comp)
Strata Community Insurance	\$ 4,930,000	\$ 1,000	\$ 8,104.01
Longitude Insurance	\$ 4,930,000	\$ 2,000	\$ 7,454.69
Strata Unit Underwriters	\$ 4,930,000	\$ 2,000	\$ 10,215.74
Flex Insurance	\$ 4,930,000	\$ 2,000	\$ 10,610.99
Insurance Investment Solutions	\$ 4,930,000	\$ 2,000	\$ 11,122.58
CHU Underwriting Agencies	\$ 4,930,000	\$ 2,000	\$ 11,457.11
Axis Underwriting Services	Approached, however did not provide a response within required timeframe.		
QUS			

In line with the Strata Community Association Best Practice Guide on Insurance Disclosure, developed based on Strata insurance renewals: standard practice, Trowbridge, John. (2022) Independent Review of Strata Insurance Practices – Phase 1, we advise the following in relation to the total Insurance Premium payable.



INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	Strata Community Insurance	Longitude Insurance	Strata Unit Underwriters
Building Sum Insured	\$ 0.00	\$ 4,930,000	\$ 4,930,000	\$ 4,930,000
Base Premium (includes commission if applicable)	\$ 0.00	\$ 6,460.98	\$ 5,821.99	\$ 8,307.02
ESL or FSL* (Government Levies)	\$ 0.00	\$ 1.30	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 0.00	\$ 200.00	\$ 250.00	\$ 275.00
Broker Fee	\$ 0.00	\$ 450.00	\$ 450.00	\$ 450.00
GST* All Items	\$ 0.00	\$ 711.23	\$ 652.20	\$ 903.22
Total Insurance Cost (Incl GST)	\$ 0.00	\$ 7,823.51	\$ 7,174.19	\$ 9,935.24
Commission (Included in Base Premium)	\$ 0.00	\$ 1,279.21	\$ 1,164.40	\$ 1,661.40
Allocation of remuneration				
Strata Manager (ex GST)	\$ 0.00	\$ 1,215.25	\$ 1,106.18	\$ 1,578.33
Broker (ex GST)	\$ 0.00	\$ 513.96	\$ 508.22	\$ 533.07
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.			
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd			
Total Insurance Remuneration (ex GST)	\$ 0.00	\$ 1,729.21	\$ 1,614.40	\$ 2,111.40

*ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

CGU WORKERS COMPENSATION INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	CGU Workers Compensation 2024 - 2025
Base Premium (includes commission if applicable)	\$ 250.00
ESL or FSL* (Government Levies)	\$ 5.00
Stamp Duty	\$ 0.00
Underwriting Agency Fee	\$ 0.00
Broker Fee	\$ 0.00
GST* All Items	\$ 25.50
Total Insurance Cost (Incl GST)	\$ 280.50
Commission (Included in Base Premium)	\$ 12.50
Allocation of remuneration	
Strata Manager (ex GST)	\$ 11.88
Broker (ex GST)	\$ 0.63
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd
Total Insurance Remuneration (ex GST)	\$ 12.50

1.1 Insurance Renewal Insurer Alternative 1

Resolved That the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4301 UNIT PLAN 4301 approve the recommended insurer **Strata Community Insurance and CGU Workers Compensation to the total premium of \$8,104.01 including GST.**

Motion CARRIED.

VOTES

FOR : 1

AGAINST: 0

ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4301 UNIT PLAN 4301 approve the insurer **Longitude Insurance and CGU Workers Compensation to the total premium of \$7,454.69 including GST.**

Motion DEFEATED.

VOTES

FOR : 0

AGAINST: 1

ABSTAINED: 0

1.3 Insurance Renewal Insurer Alternative 3

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4301 UNIT PLAN 4301 approve the insurer **Strata Unit Underwriters and CGU Workers Compensation to the total premium of \$10,215.74 including GST.**

Motion DEFEATED.

VOTES

FOR : 0

AGAINST: 1

ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4301





australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4301

79 Torrens Street, BRADDON, ACT, 2612



Meeting Date:	Thursday 11 September 2025
Time:	05:00 PM
Address:	https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting
	Meeting ID: 420 591 151 955 2 Passcode: Pz6C7AM9
Present:	Jennefer Newton (Lot 1) James Wilson & Dominic May (Lot 2) Andrew Serchen (Lot 4) Robin Dalton & Megan Dalton (Lot 5) Victoria Sullivan (Bright & Duggan)
By proxy:	Nil
Pre-voters:	Michael Shuttleworth & Michelle Griffin (Lot 6) Electronic vote
Chairperson:	Megan Dalton (Lot 5)
Apologies:	Nil
Quorum:	Achieved

Motions

1. Election of Chair

The owners corporation elected Megan Dalton (Lot 5) to preside as chairperson at this meeting.

2. Acceptance of Proxies

No proxies were received.

3. Minutes

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 30/6/25 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial

5. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
POL11026405	Strata Community Insurance	30 Nov 2025	BUILDING	\$4,930,000.00
			PUBLIC LIABILITY	\$20,000,000.00
			COMMON AREA CONTENTS	\$49,300.00
			LOSS OF RENT	\$739,500.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$1,000,000.00
			CATASTROPHE	\$739,500.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOOD	Insured
			FLOATING FLOORS	Insured
			PAINT / WALLPAPER	Insured
TERRORISM	Insured			
TOTAL PREMIUM: \$7,823.52				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
O/25-4116	CGU Insurance	30 Nov 2025	WORKERS COMPENSATION	Insured
TOTAL PREMIUM: Included				

Excess Refer to policy.

6. Insurance Renewal

That the Owners Corporation resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;

Motion CARRIED.

VOTES

FOR : 5

AGAINST: 0

ABSTAINED: 0

1 invalid vote(s) - Non-financial

7. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 4301 have no new or outstanding Insurance Claims.

8. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 4301 have no new or outstanding maintenance issue that have not been actioned.

9. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of \$33,053.00 be accepted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial

10. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget of \$11,419.00 be accepted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial

Managers note: Please be advised that there was a typo in the meeting notice, and the amount was corrected in the meeting from \$1,470.00 to \$11,419.00

11. Levy Contributions

That the Owners Corporation for Units Plan 4301 determines an Administrative Fund Contribution of \$33,053.00 and a Sinking Fund Contribution of \$11,419.00

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/07/2025	30/09/2025	15/09/2025	\$8,263.25	\$8.26325	\$2,854.75	\$2.85475
	1/10/2025	31/12/2025	1/11/2025	\$8,263.25	\$8.26325	\$2,854.75	\$2.85475
	1/01/2026	31/03/2026	1/02/2026	\$8,263.25	\$8.26325	\$2,854.75	\$2.85475
	1/04/2026	30/06/2026	1/05/2026	\$8,263.25	\$8.26325	\$2,854.75	\$2.85475
Total	1/07/2025	30/06/2026		\$33,053.00	\$33.05300	\$11,419.00	\$11.41900

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial



Units Plan No. 4301

LOT BUDGET SUMMARY

30/06/2026

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	104	859.38	0.00	859.38	296.89	0.00	296.89	1,156.27
2	2	104	859.38	0.00	859.38	296.89	0.00	296.89	1,156.27
3	3	125	1,032.91	0.00	1,032.91	356.84	0.00	356.84	1,389.75
4	4	125	1,032.91	0.00	1,032.91	356.84	0.00	356.84	1,389.75
5	5	178	1,470.86	0.00	1,470.86	508.15	0.00	508.15	1,979.01
6	6	175	1,446.07	0.00	1,446.07	499.58	0.00	499.58	1,945.65
7	7	189	1,561.75	0.00	1,561.75	539.55	0.00	539.55	2,101.30
Total			\$8,263.26	\$0.00	\$8,263.26	\$2,854.74	\$0.00	\$2,854.74	\$11,118.00



bright & duggan 

australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 4301

79 Torrens Street, BRADDON, ACT, 2612



Meeting Date:	Friday 28 November 2025
Address:	Online only
Present:	Ms Jennefer Newton (Lot 1) Electronic vote Mr James Wilson (Lot 2) Electronic vote Megan Dalton (Lot 5) Electronic vote
In attendance:	Emma Cutts Bright & Duggan

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 4301 UNIT PLAN 4301 approve to renew the insurance period 30th of November 2025 to 30th of November 2026 with one (1) of the following alternatives as per the renewal documentation attached to this notice. Further, that the Committee resolves to provide approval for the informed consent for the Insurance Broker and the authorised representative to receive commission on the policy (if applicable) and outlined within the supporting documentation attached to this notice.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 28th of November 2025 we will process the renewal with the recommended insurer Strata Community Insurance and CGU Insurance for the premium of \$8,356.14 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below taken from the Brokers renewal report. For a detailed analysis on this renewal please refer to the Brokers renewal documents attached to this meeting notice.

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable (Inc. CGU W/Comp)
Strata Community Insurance	\$ 4,930,000	\$ 1,000	\$ 8,356.14
Insurance Investment Solutions	\$ 4,930,000	\$ 2,000	\$ 10,178.18
Axis Underwriting Services	Declined to quote due to outstanding defects / maintenance issues		
Longitude Insurance	Declined to quote due to the outstanding defects		
QUS	Declined to quote due to the outstanding water leaks and the risk of potential damage and claims		
Strata Unit Underwriters	Declined to quote due to known hazards and/or defects		
CHU Underwriting Agencies	<p>CHU have reviewed our quotation request and the new water leaks disclosure, before they can confirm their intention to provide terms, they require the following information to review:</p> <ul style="list-style-type: none"> • Original defects report dated • EGM and AGM meeting minutes for the past 12 months • Copy of quotes and scopes of works 		
Flex Insurance	Please note we approached the market on the 2nd of October 2025, Due to the updated disclosure provided to our office on the 23rd of October 2025 regarding the water leaks into various units, the insurers require time to review and consider terms.		

In accordance with the Strata Community Association's Best Practice Guide on Insurance Disclosure—developed with reference to standard practices for strata insurance renewals and the findings of the independent review by John Trowbridge (2022), Independent Review of Strata Insurance Practices – Phase 1—we provide the following excerpt from the broker's proposal regarding the total insurance premium payable.

INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	Strata Community Insurance	Insurance Investment Solutions
Building Sum Insured	\$ 4,930,000	\$ 4,930,000	\$ 4,930,000
Base Premium (includes commission if applicable)	\$ 6,460.98 \$ 1,279.21 (19.80%)	\$ 6,624.49 \$ 1,324.90 (20%)	\$ 6,823.03 (0%)
ESL or FSL* (Government Levies)	\$ 1.30	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 200.00	\$ 200.00	\$ 300.00
Broker Fee (% of Base Premium)	\$ 450.00 (6.96%)	\$ 517.50 (7.81%)	\$ 1,875.36 (27.49%)
GST All Items	\$ 711.23	\$ 734.20	\$ 899.84
Total Insurance Cost** (Incl GST)	\$ 7,823.51	\$ 8,076.19	\$ 9,898.23
Allocation of remuneration			
Strata Manager** (ex GST)	\$ 1,215.25	\$ 1,324.90	\$ 1,364.61
Broker** (ex GST)	\$ 513.96	\$ 517.50	\$ 510.75
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.		
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd		
Total Insurance Remuneration** (ex GST)	\$ 1,729.21	\$ 1,842.40	\$ 1,875.36

* ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

** Please note the final insurance costs payable may be subject to minor rounding variances of up to \$1.00. This variance is due to standard rounding processes applied during the calculations for GST, Fees and Government Duties.



CGU WORKERS COMPENSATION INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	CGU Workers Compensation 2025 - 2026
Base Premium (includes commission if applicable)	\$ 250.00	\$ 250.00
ESL or FSL* (Government Levies)	\$ 5.75	\$ 4.50
Stamp Duty	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 0.00	\$ 0.00
Broker Fee	\$ 0.00	\$ 0.00
GST* All Items	\$ 25.58	\$ 25.45
Total Insurance Cost (incl GST)	\$ 281.33	\$ 279.95
Commission (Included in Base Premium)	\$ 12.50	\$ 12.50
Allocation of remuneration		
Strata Manager (ex GST)	\$ 10.94	\$ 12.50
Broker (ex GST)	\$ 1.56	\$ 0.00
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorized Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.	
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd	
Total Insurance Remuneration (ex GST)	\$ 12.50	\$ 12.50

1.1 Insurance Renewal Insurer Alternative 1

That the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4301 UNIT PLAN 4301 approve the recommended insurer **Strata Community Insurance and CGU Insurance with a total premium payable of \$8,356.14 including GST.**

Motion CARRIED.

VOTES

FOR : 3

AGAINST: 0

ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4301 UNIT PLAN 4301 approve the insurer **Insurance Investment Solutions and CGU Insurance with a total premium payable of \$10,178.18 including GST.**

Motion DEFEATED.

VOTES

FOR : 1

AGAINST: 2

ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4301





australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4301

79 Torrens Street, BRADDON, ACT, 2612



Meeting Date:	Thursday 11 September 2025
Time:	05:00 PM
Address:	https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting
	Meeting ID: 420 591 151 955 2 Passcode: Pz6C7AM9
Present:	Jennefer Newton (Lot 1) James Wilson & Dominic May (Lot 2) Andrew Serchen (Lot 4) Robin Dalton & Megan Dalton (Lot 5) Victoria Sullivan (Bright & Duggan)
By proxy:	Nil
Pre-voters:	Michael Shuttleworth & Michelle Griffin (Lot 6) Electronic vote
Chairperson:	Megan Dalton (Lot 5)
Apologies:	Nil
Quorum:	Achieved

Motions

1. Election of Chair

The owners corporation elected Megan Dalton (Lot 5) to preside as chairperson at this meeting.

2. Acceptance of Proxies

No proxies were received.

3. Minutes

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 30/6/25 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial

5. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
POL11026405	Strata Community Insurance	30 Nov 2025	BUILDING	\$4,930,000.00
			PUBLIC LIABILITY	\$20,000,000.00
			COMMON AREA CONTENTS	\$49,300.00
			LOSS OF RENT	\$739,500.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$1,000,000.00
			CATASTROPHE	\$739,500.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOOD	Insured
			FLOATING FLOORS	Insured
			PAINT / WALLPAPER	Insured
TERRORISM	Insured			
TOTAL PREMIUM: \$7,823.52				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
O/25-4116	CGU Insurance	30 Nov 2025	WORKERS COMPENSATION	Insured
TOTAL PREMIUM: Included				

Excess Refer to policy.

6. Insurance Renewal

That the Owners Corporation resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;

Motion CARRIED.

VOTES

FOR : 5

AGAINST: 0

ABSTAINED: 0

1 invalid vote(s) - Non-financial

7. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 4301 have no new or outstanding Insurance Claims.

8. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 4301 have no new or outstanding maintenance issue that have not been actioned.

9. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of \$33,053.00 be accepted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial

10. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget of \$11,419.00 be accepted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial

Managers note: Please be advised that there was a typo in the meeting notice, and the amount was corrected in the meeting from \$1,470.00 to \$11,419.00

11. Levy Contributions

That the Owners Corporation for Units Plan 4301 determines an Administrative Fund Contribution of \$33,053.00 and a Sinking Fund Contribution of \$11,419.00

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/07/2025	30/09/2025	15/09/2025	\$8,263.25	\$8.26325	\$2,854.75	\$2.85475
	1/10/2025	31/12/2025	1/11/2025	\$8,263.25	\$8.26325	\$2,854.75	\$2.85475
	1/01/2026	31/03/2026	1/02/2026	\$8,263.25	\$8.26325	\$2,854.75	\$2.85475
	1/04/2026	30/06/2026	1/05/2026	\$8,263.25	\$8.26325	\$2,854.75	\$2.85475
Total	1/07/2025	30/06/2026		\$33,053.00	\$33.05300	\$11,419.00	\$11.41900

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

1 invalid vote(s) - Non-financial



Managers note: Please be advised that there was a typo in the meeting notice, and the amount was corrected in the meeting for the admin fund to \$20,000.00 to \$33,053.00 and for the sinking fund from \$1,470.00 to \$11,419.00

12. Election of Executive Committee

That the Owners Corporation of Units Plan 4301 resolves to elect the executive committee as follows:

The following 3 owners were appointed to form the Executive Committee:

Jennefer Newton (Lot 1)
James Wilson (Lot 2)
Megan Dalton (Lot 5)

Motion CARRIED.

VOTES FOR : 4 AGAINST: 0 ABSTAINED: 1

1 invalid vote(s) - Non-financial

13. General Business

The following matter was discussed during General Business:

Missing Levy Period:

It was discussed by the owners that there is a gap in the levies collected between April and October 2024.

The EC would like to organise a teams meeting with Tristan, branch manager of Bright & Duggan Canberra, to discuss the matter, obtain a figure for this period, and organise for a special levy for all lots to cover these periods.

An email has been sent to Tristan and Emma, asking for a teams meeting to be organised with the EC to discuss this matter further.

There being no further business the meeting closed at 5.28pm.

**Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4301**



Units Plan No. 4301

LOT BUDGET SUMMARY

30/06/2026

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	104	859.38	0.00	859.38	296.89	0.00	296.89	1,156.27
2	2	104	859.38	0.00	859.38	296.89	0.00	296.89	1,156.27
3	3	125	1,032.91	0.00	1,032.91	356.84	0.00	356.84	1,389.75
4	4	125	1,032.91	0.00	1,032.91	356.84	0.00	356.84	1,389.75
5	5	178	1,470.86	0.00	1,470.86	508.15	0.00	508.15	1,979.01
6	6	175	1,446.07	0.00	1,446.07	499.58	0.00	499.58	1,945.65
7	7	189	1,561.75	0.00	1,561.75	539.55	0.00	539.55	2,101.30
Total			\$8,263.26	\$0.00	\$8,263.26	\$2,854.74	\$0.00	\$2,854.74	\$11,118.00





australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 4301

79 Torrens Street, BRADDON, ACT, 2612



Meeting Date:	Monday 16 September 2024
Time:	05:00 PM
Address:	https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting
	Meeting ID: 492 414 440 756 Passcode: DCYreL
Present:	J Newton Lot 1 D May Lot 2 A Serchen Lot 4 R & M Dalton Lot 5 M Shuttleworth Lot 6 E Cutts representing Bright & Duggan
Pre-voters:	Jennefer Newton (Lot 1) Electronic vote

Motions

1. Election of Chair

M Dalton

2. Acceptance of Proxies

N/A

3. Minutes

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

Manager Note; The minutes stated that M Griffin was on the Executive Committee as mistake but was supposed to be J Newton.

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 30/6/24 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

Motion DEFERRED

Manager Note: The Strata Manager is to look into this and get back to the EC with the Actual amount.

5. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
POL11026405	Strata Community Insurance	30 Nov 2024	BUILDING	\$2,807,141.00
			PUBLIC LIABILITY	\$20,000,000.00
			COMMON AREA CONTENTS	\$28,071.00
			LOSS OF RENT	\$421,071.00
			FIDELITY GUARANTEE	\$100,000.00
			WORKERS COMPENSATION	Insured
			VOLUNTARY WORKERS	Insured
			OFFICE BEARERS	\$1,000,000.00
			CATASTROPHE	\$421,041.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$300,000.00
			FLOOD	Insured
			FLOATING FLOORS	Insured
PAINT / WALLPAPER	Insured			
TOTAL PREMIUM: \$4,653.08				

Excess Refer to policy.

Manager Note: Electrical Vehicle in garage what would be covered under insurance – Strata Manager is to check with Insurance team and advise the Executive Committee.

6. Insurance - Valuation

That the Owners Corporation for 4301 resolves to carry out a building valuation for insurance purposes, noting the previous valuation from QIA Pty Ltd was prepared on 11/08/2018, and the managing agent authorised to adjust the sum insured in accordance with a new valuation.

Motion CARRIED

7. Insurance Renewal

That the Owners Corporation resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances;
2. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Motion CARRIED.

8. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 4301 have no new or outstanding Insurance Claims.

9. Maintenance Issues - Acknowledgement

Tiling: Cracked tiles and damaged tiles need to be replaced/repaired.

Carpark Mark: U5 to 7. Tyre marks need attention to, quote from the cleaner to have this done and present to the EC.

Glass Panels: Cleaned twice a year and the c/p stairwells cleaned. Quotes to be obtained and present to the EC.

Lighting: Lights above the intercom and the path to u5 to 7 are out and needing to be replaced. The Strata manager to get electrical out to fix.

Water Damages: The meeting discussed having a Structural Engineer attend onsite to assess the entire building for water damages and provide a report. The Strata Manager will issue quotes and present them to the Executive Committee for their consideration and direction.

10. Maintenance Plan

That the Owners Corporation for Units Plan 4301 resolves to obtain an updated building maintenance plan.

Motion CARRIED.

11. Sinking Fund Plan

That the Owners Corporation for Units Plan 4301 resolves to obtain an updated Sinking Fund Plan

Motion CARRIED

12. Administrative Fund Expenditure Budget

Amended: That the proposed Administrative Fund Expenditure Budget of \$13,914.00 be accepted.

Motion CARRIED

Manager Note: the above Motion was amended from \$12,750 to \$13,914 to include the below items.

\$296 Updated Sinking Fund Plan

\$406 Updated Insurance Valuation

\$462 Updated Maintenance Plan

13. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget \$9,452.00 be accepted.

Motion CARRIED



14. Levy Contributions

Amended: That the Owners Corporation for Units Plan 4301 determines an Administrative Fund Contribution of \$13,915.00 and a Sinking Fund Contribution of \$9,452.00

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
	1/07/2024	30/09/2024	30/09/2024	\$3,478.75	\$2,363.00
	1/10/2024	31/12/2024	1/11/2024	\$3,478.75	\$2,363.00
	1/01/2025	31/03/2025	1/02/2025	\$3,478.75	\$2,363.00
	1/04/2025	30/06/2025	1/04/2025	\$3,478.75	\$2,363.00
Total	1/07/2024	30/06/2025		\$13,915.00	\$9,452.00

Motion CARRIED

15. Payment Plan for Levy Arrears

That the Owners – Units Plan 4301 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion CARRIED

16. Debt Collection

That the Owners Corporations for Units Plan 4301 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- b. To obtain legal advice and retain representation by engaging the services of Grace Lawyers on behalf of The Owners Corporation – Units Plan No 4301;
- c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion CARRIED

17. Election of Executive Committee

That the Owners Corporation of Units Plan 4301 resolves to elect the executive committee as follows:

D May
J Newton
R Dalton

Motion CARRIED

18. General Business

Smart Meters: ActewAGL to replace and emails will be sent out to all Units.

NBN: Option to upgrade assess fibre from current NOD replacing copper lines into the building. Quote first and EC to determine whether to proceed (7 and 8 connections quotes for both).

There being no further business the meeting closed at 5:57pm

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4301

bright & duggan 

australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 4301

79 Torrens Street, BRADDON, ACT, 2612



Meeting Date:	Wednesday 4 December 2024
Address:	Online only
Present:	Ms Jennefer Newton (Lot 1) Electronic vote
In attendance:	Emma Cutts Bright & Duggan
Chairperson:	
Apologies:	
Quorum:	

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 4301 UNIT PLAN 4301 approve to renew the insurance period 30th of November 2024 to 30th of November 2025 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 29th of November 2024 we will process the renewal with the recommended insurer Strata Community Insurance and CGU Workers Compensation to the total premium of \$8,104.01 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below and refer to the Broker's Advice for a detailed analysis:

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable (Inc. CGU W/Comp)
Strata Community Insurance	\$ 4,930,000	\$ 1,000	\$ 8,104.01
Longitude Insurance	\$ 4,930,000	\$ 2,000	\$ 7,454.69
Strata Unit Underwriters	\$ 4,930,000	\$ 2,000	\$ 10,215.74
Flex Insurance	\$ 4,930,000	\$ 2,000	\$ 10,610.99
Insurance Investment Solutions	\$ 4,930,000	\$ 2,000	\$ 11,122.58
CHU Underwriting Agencies	\$ 4,930,000	\$ 2,000	\$ 11,457.11
Axis Underwriting Services	Approached, however did not provide a response within required timeframe.		
QUS			

In line with the Strata Community Association Best Practice Guide on Insurance Disclosure, developed based on Strata insurance renewals: standard practice, Trowbridge, John. (2022) Independent Review of Strata Insurance Practices – Phase 1, we advise the following in relation to the total Insurance Premium payable.



INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	Strata Community Insurance	Longitude Insurance	Strata Unit Underwriters
Building Sum Insured	\$ 0.00	\$ 4,930,000	\$ 4,930,000	\$ 4,930,000
Base Premium (includes commission if applicable)	\$ 0.00	\$ 6,460.98	\$ 5,821.99	\$ 8,307.02
ESL or FSL* (Government Levies)	\$ 0.00	\$ 1.30	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 0.00	\$ 200.00	\$ 250.00	\$ 275.00
Broker Fee	\$ 0.00	\$ 450.00	\$ 450.00	\$ 450.00
GST* All Items	\$ 0.00	\$ 711.23	\$ 652.20	\$ 903.22
Total Insurance Cost (Incl GST)	\$ 0.00	\$ 7,823.51	\$ 7,174.19	\$ 9,935.24
Commission (Included in Base Premium)	\$ 0.00	\$ 1,279.21	\$ 1,164.40	\$ 1,661.40
Allocation of remuneration				
Strata Manager (ex GST)	\$ 0.00	\$ 1,215.25	\$ 1,106.18	\$ 1,578.33
Broker (ex GST)	\$ 0.00	\$ 513.96	\$ 508.22	\$ 533.07
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.			
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd			
Total Insurance Remuneration (ex GST)	\$ 0.00	\$ 1,729.21	\$ 1,614.40	\$ 2,111.40

*ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

CGU WORKERS COMPENSATION INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	CGU Workers Compensation 2024 - 2025
Base Premium (includes commission if applicable)	\$ 250.00
ESL or FSL* (Government Levies)	\$ 5.00
Stamp Duty	\$ 0.00
Underwriting Agency Fee	\$ 0.00
Broker Fee	\$ 0.00
GST* All Items	\$ 25.50
Total Insurance Cost (Incl GST)	\$ 280.50
Commission (Included in Base Premium)	\$ 12.50
Allocation of remuneration	
Strata Manager (ex GST)	\$ 11.88
Broker (ex GST)	\$ 0.63
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd
Total Insurance Remuneration (ex GST)	\$ 12.50

1.1 Insurance Renewal Insurer Alternative 1

Resolved That the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4301 UNIT PLAN 4301 approve the recommended insurer **Strata Community Insurance and CGU Workers Compensation to the total premium of \$8,104.01 including GST.**

Motion CARRIED.

VOTES FOR : 1 AGAINST: 0 ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4301 UNIT PLAN 4301 approve the insurer **Longitude Insurance and CGU Workers Compensation to the total premium of \$7,454.69 including GST.**

Motion DEFEATED.

VOTES FOR : 0 AGAINST: 1 ABSTAINED: 0

1.3 Insurance Renewal Insurer Alternative 3

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 4301 UNIT PLAN 4301 approve the insurer **Strata Unit Underwriters and CGU Workers Compensation to the total premium of \$10,215.74 including GST.**

Motion DEFEATED.

VOTES FOR : 0 AGAINST: 1 ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 4301



MINUTES OF THE 2023-24 ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN No.4301
(79 Torrens Street, Braddon ACT 2612)

Held: 6:00pm, Wednesday 20 December 2023 via internet/telephone Webex meeting no 2653 171 3747

Members Present:

<i>Name</i>	<i>Unit No.</i>
Ms Jennefer Newton	1
Mr Andrew Serchen	4
Mr Robin Dalton, Ms Megan Dalton	5
Mr Michael Shuttleworth, Ms Michelle Griffin	6

Proxies None.

Absentee votes: Absentee votes were received from the following units casting an absentee vote on motion 1-7 in the Annual General Meeting (AGM) notice as follows:

- Mr Lee Hartwig & Ms Shay Hartwig – unit 7, voting for motions 1-4 and 7, and voting against motions 5-6.

Quorum: As the persons present at the AGM were entitled to vote in relation at least half of the units of The Owners – Units Plan No.4301 (UP4301), a standard quorum was present. In accordance with section 3.9(2) of Schedule 3 of the *Unit Titles (Management) Act 2011* (ACT), (the Act), motions were considered at the AGM on a reduced quorum basis, after waiting the requisite 30 minutes.

Owners Corporation Manager: Mr Mark Mansfield from Capital Strata Management Services (CSMS) attended the AGM.

1. Opening of meeting by Executive Committee Chair

The meeting opened at 6:00pm.

Ms Dalton chaired the meeting. She welcomed members to the AGM.

2. Acceptance of proxies and absentee votes

The sole absentee vote lodged was tabled. It was valid.

3. Apologies

All members providing an absentee vote.

4. Re-appointment of UP4301's Owners' Corporation Managing Agent

The outgoing Committee and CSMS agreed to the proposed management contract at Paper 2 on 4 December 2023 for reappointing CSMS. After discussion at the AGM, members decided not to ratify the contract, so Motion 1 was not put. CSMS' management will continue on a month to month basis with notice to terminate able to be given by either party.

Motion 1 in the notice of the AGM

(Ordinary Resolution pursuant to section 50(1) of the Act requiring a simple majority to be adopted)
That the Corporation of The Owners - Units Plan No.4301, re-appoint Capital Strata Management Services Pty Ltd, the holder of ACT Real Estate License No.18401413, as the Corporation's managing agent for a three year period with effect from 1 December 2023 and ratify into the management contract with Capital Strata Management Services Pty Ltd at Paper 2 to give effect to this appointment.

Not put

5. Verification of minutes of the Annual General Meeting held on 31 October 2022

Motion: *That the minutes of the Annual General Meeting of the Corporation of The Owners – Units Plan No.4301 held on 31 October 2022 be accepted.*

Moved: Mr Shuttleworth

Seconded: Mr Serchen

CARRIED UNANIMOUSLY

6. Matters arising from the minutes of the 31 October 2022 Annual General Meeting

It was noted the installation of a handrail, near the letterbox entrance gate was not proceeded as it was too expensive.

7. 2022-23 Financial Statement

UP4301's 2022-23 financial statement in Paper 3 was discussed, noted and adopted by members.

8. 2023-24 Budget

General (Administrative) Fund

Members discussed the 2023-24 General (Administrative) and Sinking Fund budgets and levy contributions proposed by the Committee. Members noted the 2023-24 Sinking Fund allocation for the waterproofing works to unit 3 to resolve the leak into unit 1. Members noted that over the life cycle of the building, this type of waterproofing work is likely to be undertaken at all balconies progressively.

Motion 2 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the General (Administrative) Fund budget of the Corporation of The Owners - Units Plan No.4301 for the period 1 July 2023 to 30 June 2024 raise \$17,506.84 and expend \$18,400.48 as near as practicable to the estimated income and expenditure listed in Paper 4.*

Moved: Mr Serchen

Seconded: Ms Newton

CARRIED UNANIMOUSLY

Motion 3 in the notice of the AGM

(Ordinary Resolution pursuant to section 75 of the Act requiring a simple majority to be adopted)

Motion: *That the General (Administrative) Fund contribution for the Corporation of The Owners - Units Plan No.4301 for the period 1 July 2023 to 30 June 2024 be set at \$15,000.00 to be contributed by members in proportion to their unit entitlement, in three equal instalments payable by 1 February 2024, 1 April 2024 and 1 June 2024.*

Moved: Mr Serchen

Seconded: Ms Newton

CARRIED UNANIMOUSLY

Sinking Fund

Motion 4 in the notice of the AGM

(Ordinary Resolution pursuant to section 86 of the Act requiring a simple majority to be adopted)

Motion: *That the existing Sinking Fund Plan of the Corporation of The Owners - Units Plan No.4301 be amended so that for the Corporation's 2023-24 financial year, the Sinking Fund income and expenditure be that as shown in Paper 4, and that the current balance of the Sinking Fund be increased by \$5,000.00 by transferring \$5,000.00 from the Corporation's General (Administrative) Fund.*

Moved: Mr Serchen

Seconded: Ms Newton

CARRIED UNANIMOUSLY

Motion 5 in the notice of the AGM

(Ordinary Resolution pursuant to sections 83 and 87 of the Act requiring a simple majority to be adopted)

Motion: *That the Sinking Fund budget of the Corporation of The Owners - Units Plan No.4301 for the period 1 July 2023 to 30 June 2024 raise \$20,600.00 and expend \$26,500.00 as near as practicable to the estimated income and expenditure listed in Paper 4.*

Moved: Mr Serchen

Seconded: Ms Newton

CARRIED UNANIMOUSLY

Motion 6 in the notice of the AGM

(Ordinary Resolution pursuant to section 89(2) of the Act requiring a simple majority to be adopted)

Motion: *That the Sinking Fund contribution for the Corporation of The Owners - Units Plan No.4301 for the period 1 July 2023 to 30 June 2024 be set at \$20,200.00 to be contributed by members in proportion to their unit entitlement, in three equal instalments payable by 1 February 2024, 1 April 2024 and 1 June 2024.*

Moved: Mr Serchen

Seconded: Ms Newton

CARRIED UNANIMOUSLY

9. Consideration of remaining statutory agenda items under the Unit Titles (Management) (Meeting Agenda) Guidelines 2020

Members noted the following matters which the Act requires UP4301 to consider at the AGM, if these matters are not already dealt with under other agenda items at the AGM:

- Maintenance issues (new or outstanding), including maintenance contracts coming up for renewal.
- Insurance claims (new or outstanding).
- Consideration of physical building structural defects.
- Maintenance schedule/plan – review.
- Whether maintenance schedule requires updating in light of new circumstances.
- Fire safety review – provision and compliance with national construction code fire safety requirements.
- Adequacy of authorisations, delegations, appointments.

Members discussed and agreed the following:

- The basement fire protection equipment needs servicing. This occurred in January 2024 with the complex on a 6 monthly servicing of this equipment.
- Repairs to refasten some of the walkway skirting tiles to the building.
- Pressure clean external walls where cracks are occurring.
- The hedge in front of unit 2 needs cutting back to improve visibility for vehicles exiting the driveway.
- Mr Dalton will research options for upgrading the internet connection for the complex to fibre to the premises.

10. Insurance information

Members noted the insurance information at Paper 5 on the building insurance for unit property and insurance for the common property, along with the insurance certificate of currency.

11. Election of the Executive Committee

Nominations for the Committee were received from Mr Dalton, Ms Griffin, Mr Serchen and Mr Wilson. Members agreed the Committee be comprised of three members.

Motion

(Ordinary Resolution pursuant to section 39(2)(b)(i) of the Act requiring a simple majority to be adopted)

Motion: *That the Executive Committee of the Corporation of The Owners - Units Plan No.4301 be comprised of three members until the Executive Committee elected at the next annual general meeting of the Corporation takes office and that the following persons be elected to the Committee – Mr Dalton, Ms Griffin and Mr Serchen.*

Moved: Mr Dalton

Seconded: Ms Newton

CARRIED UNANIMOUSLY

12. Other business

Proposed unit 4 alterations

Members discussed with Mr Serchen his proposal at Paper 9 seeking in principle permission from UP4301 to make the following alterations to unit 4:

1. Removal of current “false roof” structure on upstairs deck.
2. Removal of window at top of stairwell and replacement with a sliding door providing access onto the deck.
3. Installation of frosted glass privacy screens along the southern wall.

4. Installation of a pergola-style fixed shade structure, likely with rotating slats, at the south-western corner of the deck.
5. Installation of an outdoor kitchen bench and BBQ at the south-western wall.
6. Possible installation of a hot tub, pending results of structural engineer certification.
7. Installation of potted plants and furniture.
8. Installation of external power sockets

Mr Serchen noted:

- obtaining UP4301's in principle permission will allow his architect to engage with the ACT authorities prior to determining the best way forward for a development approval, at which point he will seek UP4301's formal approval.
- his architect has already engaged the original architect firm that designed the complex, and has their full support. The development approval is intended to maintain the style of the complex, while extending the unit 4 liveable space to the original design, (prior to the challenge submitted through the Tribunal that resulted in the design changes).
- no structural changes are proposed, other than to one door.

Members gave in principle agreement to Mr Serchen's proposed alterations to unit 4 and him pursuing a development application with the ACT authorities, noting UP4301 will consider the proposed unit 4 alterations formally in due course.

Motion 7 in the notice of the AGM

(Ordinary Resolution pursuant to section 3.15 of Schedule 3 of the Act requiring a simple majority to be adopted)

Motion: *That the Owners Corporation approve (in principle only) the Owner of Unit 4 to pursue a Development Approval to reclaim the upper level exterior deck, in accordance with the provided explanation and drawings. Noting formal approval by, or on behalf of, the Owners Corporation will be required for the eventual Development Approval.*

Moved: Ms Newton

Seconded: Mr Serchen

CARRIED UNANIMOUSLY

13. Other business

None.

The meeting closed at 6:49pm.

Minutes of General Meeting

Unit Plan	4301
Address	79 Torrens Street, Braddon ACT 2612
Meeting Date	14 March 2024
Time	4:07 pm
Venue	Via Teleconference
In attendance	Lot 1 – J. Newton Lot 3 – F. Dugandzic Lot 4 – A. Serchen Lot 5 – R. Dalton
Proxy	Nil
Apologies	Nil
In attendance	J. Stoker (Bright & Duggan)
Chair of Meeting	A. Serchen

This meeting has been convened by the Executive Committee of the owners corporation. The agreement with the existing agent, Capital Strata Management Services has expired, and the executive committee wish to engage new managing agents. This general meeting of the owners corporation is to consider the appointment of Bright & Duggan (ACT) Pty Ltd as new managing agents for the owners corporation.

1. Minutes

RESOLVED that the minutes of the last general meeting of the owners corporation be adopted as a true and accurate account of the proceedings of that meeting.

2. Termination of Managing Agent

RESOLVED the Owners Units Plan 3401, in accordance with the Unit Titles (Management) Act 2011 agree to terminate the appointment of Capital Strata Management Services and such termination to have effect from the date of this meeting.

3. Appointment of Managing Agent

RESOLVED the Owners Units Plan 4301, in accordance with Unit Titles (Management) Act 2011 appoint Bright and Duggan (ACT) Pty Ltd as strata managing agent from the date of this meeting on the terms and conditions set out in the proposed strata management agency agreement, a copy to be tabled at the meeting or available by contacting the office of Bright & Duggan (ACT) Pty Ltd, and that the strata managing agent be delegated:

- a. All the functions of the Owners Corporation and, the functions of Chairperson, Secretary and Treasurer necessary to enable the agent to carry out the agreed services and the additional services if required,
- b. The delegation to the agent is subject to the conditions and limitations listed in the agreement,

- c. The Owners Corporation is to execute the agreement to give effect to this appointment and delegation;
- d. Authority to open and operate a bank account with the Bank of Queensland (BOQ) on the Owners Corporations behalf;
- e. Authority is given to two members of the executive committee to affix the Common Seal of the Owners Corporation to the agreement.

The agreement is to commence on 14/03/2024 for a period of 24 months, with an annual management fee of \$2,490.00 GST inclusive.

Address for Service of Notices

RESOLVED that the Owners Corporation update their service of notice address to PO Box 281, Crows Nest NSW 1585.

There being no further business, the chairperson declared the meeting closed at 4:25 pm.

Date of minutes: 18 March 2024

Sinking Fund Plan

Jamieson House
79 Torrens Street, Braddon, ACT 2612
Scheme Number: 4301



COMPILED BY SIMON VINCENT

**On 26 September 2024 for the
15 Years Commencing: 1 July 2024
QIA Job Reference Number: 185963**

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
setting the standard...

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

QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 16 -
ITEMISED ACCRUALS BY YEAR.....	- 19 -
REPORT INFORMATION.....	- 22 -
AREAS NOT INSPECTED	- 22 -

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

79 Torrens Street, Braddon, ACT 2612

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:	\$9.45
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$41,606.00
The proposed Sinking Fund Levy per entitlement is:	\$11.42

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

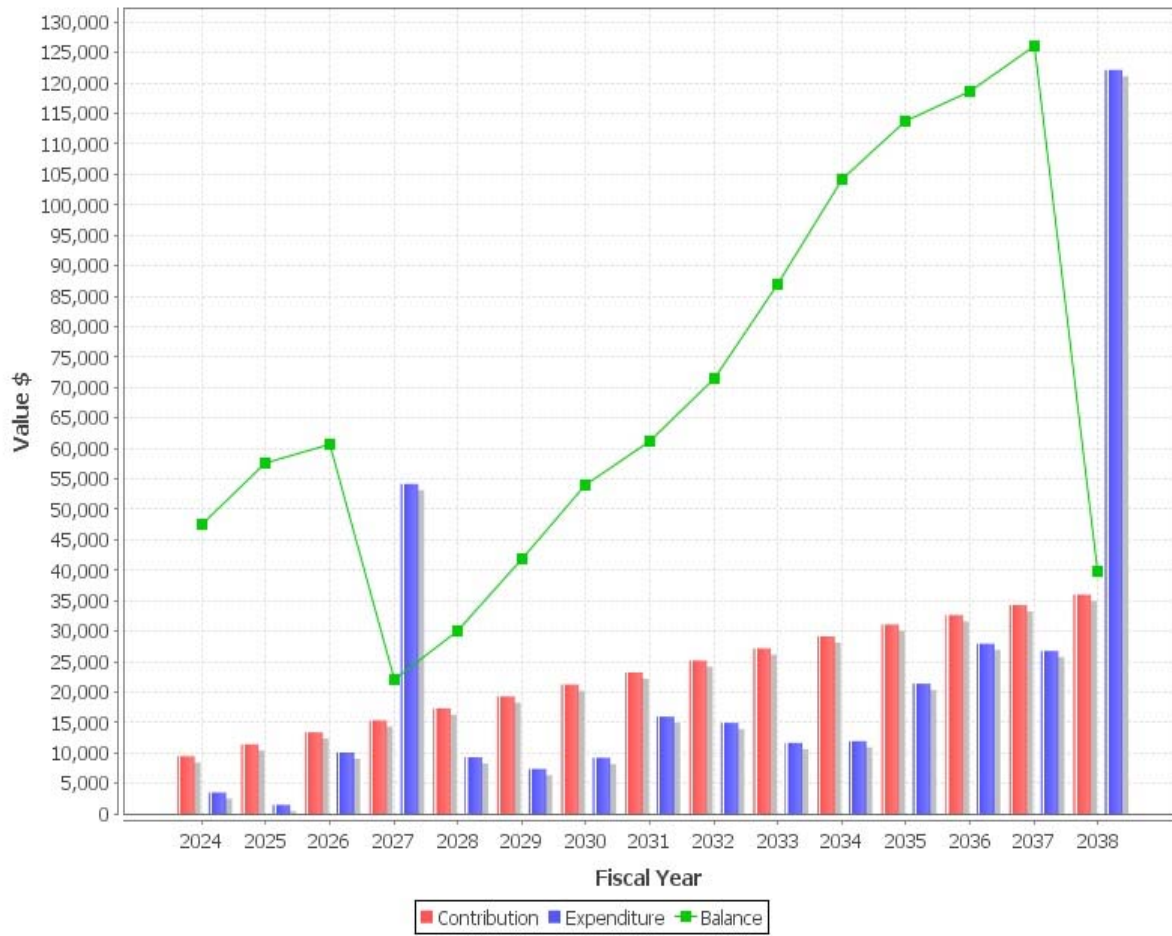
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/07/2024	\$41,606	\$9,452	\$9.45	\$3,525	\$47,533
2	01/07/2025	\$47,533	\$11,419	\$11.42	\$1,470	\$57,482
3	01/07/2026	\$57,482	\$13,386	\$13.39	\$10,082	\$60,786
4	01/07/2027	\$60,786	\$15,353	\$15.35	\$54,174	\$21,966
5	01/07/2028	\$21,966	\$17,320	\$17.32	\$9,290	\$29,996
6	01/07/2029	\$29,996	\$19,287	\$19.29	\$7,388	\$41,894
7	01/07/2030	\$41,894	\$21,254	\$21.25	\$9,213	\$53,936
8	01/07/2031	\$53,936	\$23,221	\$23.22	\$15,963	\$61,194
9	01/07/2032	\$61,194	\$25,188	\$25.19	\$14,935	\$71,446
10	01/07/2033	\$71,446	\$27,155	\$27.16	\$11,668	\$86,933
11	01/07/2034	\$86,933	\$29,122	\$29.12	\$11,951	\$104,104
12	01/07/2035	\$104,104	\$31,089	\$31.09	\$21,359	\$113,835
13	01/07/2036	\$113,835	\$32,643	\$32.64	\$27,934	\$118,545
14	01/07/2037	\$118,545	\$34,276	\$34.28	\$26,739	\$126,081
15	01/07/2038	\$126,081	\$35,989	\$35.99	\$122,155	\$39,916

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

July 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,400
BASEMENT	
- Repaint line marking	\$1,848
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	\$277
<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>	<u>\$3,525</u>
Includes GST amount of :	\$320
July 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,470
<u>Total Forecast Expenditure for year - July 2025 (Inc GST):</u>	<u>\$1,470</u>
Includes GST amount of :	\$134
July 2026	Expense Inc GST
SUPERSTRUCTURE	
- Provision for vergola motor replacements	\$4,412
- Capital Replacement - General	\$1,543
BASEMENT	
- Replace entry gate motor	\$3,183
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	\$306
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguisher	\$255

- Install/replace exit signage	\$382
--------------------------------	-------

<u>Total Forecast Expenditure for year - July 2026 (Inc GST):</u>	<u>\$10,082</u>
---	-----------------

Includes GST amount of :	\$917
--------------------------	-------

July 2027	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Repaint building	\$26,741
--------------------	----------

- Repaint balcony ceilings	\$4,011
----------------------------	---------

- Scaffold/access equip allowance	\$7,354
-----------------------------------	---------

- Repaint door face	\$294
---------------------	-------

- Provision for vergola motor replacements	\$4,633
--	---------

- Capital Replacement - General	\$1,621
---------------------------------	---------

FENCING

- Repaint boundary walls/fencing	\$3,744
----------------------------------	---------

FURNITURE & FITTINGS

- Provision to replace door closers	\$294
-------------------------------------	-------

STAIRWELL

- Repaint walls	\$3,476
-----------------	---------

- Repaint ceiling	\$2,006
-------------------	---------

<u>Total Forecast Expenditure for year - July 2027 (Inc GST):</u>	<u>\$54,174</u>
---	-----------------

Includes GST amount of :	\$4,925
--------------------------	---------

July 2028	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$842
--	-------

- Provision for vergola motor replacements	\$4,865
--	---------

- Capital Replacement - General	\$1,702
---------------------------------	---------

EXTERNAL WORKS

- Replace irrigation controller	\$1,544
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$337
---	-------

<u>Total Forecast Expenditure for year - July 2028 (Inc GST):</u>	<u>\$9,290</u>
---	----------------

Includes GST amount of :	\$845
--------------------------	-------

July 2029

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,787
---------------------------------	---------

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total	\$1,474
--	---------

- Replace irrigation pump	\$1,179
---------------------------	---------

ROOF

- Maintain metal roof fixings/flashings	\$2,948
---	---------

<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>	<u>\$7,388</u>
---	----------------

Includes GST amount of :	\$672
--------------------------	-------

July 2030

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,876
---------------------------------	---------

EXTERNAL WORKS

- Maintain common pipework	\$4,179
----------------------------	---------

FENCING

- Provision to replace timber fencing in 16 years (partial accrual)	\$2,786
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$371
---	-------

Total Forecast Expenditure for year - July 2030 (Inc GST): \$9,213

Includes GST amount of : \$838

July 2031 Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$975

- Capital Replacement - General \$1,970

BASEMENT

- Maintain/repair entry gate running gear \$2,113

FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment \$7,573

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reel \$894

- Provision to replace portable fire extinguisher \$325

- Install/replace exit signage \$488

STAIRWELL

- Maintain tiles 10% of total \$1,625

Total Forecast Expenditure for year - July 2031 (Inc GST): \$15,963

Includes GST amount of : \$1,451

July 2032 Expense
Inc GST

SUPERSTRUCTURE

- Replace external door/frame \$853

- Provision for partial balcony membrane replacement \$7,167

- Capital Replacement - General \$2,068

BASEMENT

- Repaint line marking \$2,730

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total	\$1,706
--	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$410
---	-------

<u>Total Forecast Expenditure for year - July 2032 (Inc GST):</u>	<u>\$14,935</u>
---	-----------------

Includes GST amount of :	\$1,358
--------------------------	---------

July 2033

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$2,172
---------------------------------	---------

BASEMENT

- Replace exhaust/supply fan	\$6,271
------------------------------	---------

FENCING

- Provision to replace timber fencing in 16 years (partial accrual)	\$3,225
---	---------

<u>Total Forecast Expenditure for year - July 2033 (Inc GST):</u>	<u>\$11,668</u>
---	-----------------

Includes GST amount of :	\$1,061
--------------------------	---------

July 2034

Expense

Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,129
--	---------

- Capital Replacement - General	\$2,280
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$452
---	-------

ROOF

- Provision to replace guttering/downpipes in 23 years (partial accrual)	\$6,209
--	---------

STAIRWELL

- Maintain tiles 10% of total	\$1,881
-------------------------------	---------

Total Forecast Expenditure for year - July 2034 (Inc GST): \$11,951

Includes GST amount of : \$1,086

July 2035 Expense
Inc GST

SUPERSTRUCTURE

- Provision for partial balcony membrane replacement \$8,297

- Capital Replacement - General \$2,394

DRIVEWAY

- Maintain driveway 10% of total \$4,741

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total \$1,975

ROOF

- Maintain metal roof fixings/flashings \$3,951

Total Forecast Expenditure for year - July 2035 (Inc GST): \$21,359

Includes GST amount of : \$1,942

July 2036 Expense
Inc GST

SUPERSTRUCTURE

- Provision for vergola motor replacements \$7,187

- Capital Replacement - General \$2,514

BASEMENT

- Replace entry gate motor \$5,186

DRIVEWAY

- Provision to replace individual garage doors in 28 years
(partial accrual) \$4,667

EXTERNAL WORKS

- Replace irrigation pump \$1,659

- Maintain bin enclosure \$1,452

FENCING

- Provision to replace timber fencing in 16 years (partial accrual)	\$3,734
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior common lighting	\$498
---	-------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguisher	\$415
---	-------

- Install/replace exit signage	\$622
--------------------------------	-------

<u>Total Forecast Expenditure for year - July 2036 (Inc GST):</u>	<u>\$27,934</u>
---	-----------------

Includes GST amount of :	\$2,539
--------------------------	---------

July 2037

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$1,307
--	---------

- Provision for vergola motor replacements	\$7,547
--	---------

- Capital Replacement - General	\$2,640
---------------------------------	---------

EXTERNAL WORKS

- Maintain common pipework	\$5,880
----------------------------	---------

ROOF

- Provision to replace guttering/downpipes in 23 years (partial accrual)	\$7,187
--	---------

STAIRWELL

- Maintain tiles 10% of total	\$2,178
-------------------------------	---------

<u>Total Forecast Expenditure for year - July 2037 (Inc GST):</u>	<u>\$26,739</u>
---	-----------------

Includes GST amount of :	\$2,431
--------------------------	---------

July 2038

Expense
Inc GST

SUPERSTRUCTURE

- Repaint building	\$45,736
--------------------	----------

- Repaint balcony ceilings	\$6,860
- Scaffold/access equip allowance	\$12,578
- Repaint door face	\$503
- Provision for partial balcony membrane replacement	\$9,605
- Provision for vergola motor replacements	\$7,924
- Capital Replacement - General	\$2,772
BASEMENT	
- Maintain ventilation ducting	\$9,605
DRIVEWAY	
- Replace traffic mirrors in 15 years	\$1,601
EXTERNAL WORKS	
- Ongoing partial maintenance of pathways 10% of total	\$2,287
FENCING	
- Replace cyclone/mesh fencing in 28 years	\$5,854
- Repaint boundary walls/fencing	\$6,403
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	\$549
- Provision to replace door closers	\$503
STAIRWELL	
- Repaint walls	\$5,946
- Repaint ceiling	\$3,430
<u>Total Forecast Expenditure for year - July 2038 (Inc GST):</u>	<u>\$122,155</u>
Includes GST amount of :	\$11,105

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 building	\$20,000	2027	11				26741											45736
- Repaint balcony ceilings	\$3,000	2027	11				4011											6860
- Scaffold/access equip allowance	\$5,500	2027	11				7354											12578
- Repaint door face	\$220	2027	11				294											503
- Replace external door/frame	\$500	2032	16									853						
- Provision to replace balustrade/handrail fixings	\$600	2028	3					842			975			1129			1307	
- Provision for partial balcony membrane replacement	\$4,200	2032	3									7167			8297			9605
- Provision for vergola motor replacements	\$3,465	2026	10			4412	4633	4865								7187	7547	7924
- Capital Replacement - General	\$1,212	2024	0	1400	1470	1543	1621	1702	1787	1876	1970	2068	2172	2280	2394	2514	2640	2772
BASEMENT																		
- Replace exhaust/supply fan	\$3,500	2033	17										6271					
- Repaint line marking	\$1,600	2024	8	1848								2730						
- Maintain ventilation ducting	\$4,200	2038	22															9605
- Maintain/repair entry gate running gear	\$1,300	2031	15								2113							
- Replace entry gate motor	\$2,500	2026	10			3183										5186		
DRIVEWAY																		
- Maintain driveway 10% of total	\$2,400	2035	4												4741			
- Provision to replace individual garage doors in 28 years (partial accrual)	\$2,250	2036	5													4667		
- Replace traffic mirrors in 15 years	\$700	2038	20															1601

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
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2030	7							4179							5880	
- Ongoing partial maintenance of pathways 10% of total	\$1,000	2029	3						1474			1706			1975			2287
- Replace irrigation controller	\$1,100	2028	12					1544										
- Replace irrigation pump	\$800	2029	7						1179								1659	
- Maintain bin enclosure	\$700	2036	5														1452	
FENCING																		
- Replace cyclone/mesh fencing in 28 years	\$2,560	2038	30															5854
- Provision to replace timber fencing in 16 years (partial accrual)	\$1,800	2030	3							2786			3225				3734	
- Repaint boundary walls/fencing	\$2,800	2027	11				3744											6403
FURNITURE & FITTINGS																		
- Ongoing partial replacement of exterior common lighting	\$240	2024	2	277		306		337		371		410		452		498		549
- Provision to upgrade intercom systems & associated equipment	\$4,660	2031	15								7573							
- Provision to replace door closers	\$220	2027	11				294											503
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$550	2031	15								894							
- Provision to replace portable fire extinguisher	\$200	2026	5			255					325					415		
- Install/replace exit signage	\$300	2026	5			382					488					622		
ROOF																		
- Provision to replace guttering/downpipes in 23 years (partial accrual)	\$3,300	2034	3											6209			7187	
- Maintain metal roof fixings/flashings	\$2,000	2029	6						2948						3951			

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
STAIRWELL																		
- Repaint walls	\$2,600	2027	11				3476											5946
- Repaint ceiling	\$1,500	2027	11				2006											3430
- Maintain tiles 10% of total	\$1,000	2031	3								1625			1881			2178	
Total				3525	1470	10082	54174	9290	7388	9213	15963	14935	11668	11951	21359	27934	26739	122155
Includes GST amount of				320	134	917	4925	845	672	838	1451	1358	1061	1086	1942	2539	2431	11105

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 building	\$20,000	2027	11	6204	12719	19559	26741	3219	6600	10149	13876	17789	21897	26212	30742	35498	40492	45736
- Repaint balcony ceilings	\$3,000	2027	11	931	1908	2934	4011	483	990	1522	2081	2668	3284	3932	4611	5324	6073	6860
- Scaffold/access equip allowance	\$5,500	2027	11	1706	3498	5379	7354	885	1815	2791	3816	4892	6022	7209	8454	9762	11136	12578
- Repaint door face	\$220	2027	11	68	140	215	294	35	73	112	153	196	241	288	338	390	445	503
- Replace external door/frame	\$500	2032	16	77	159	244	333	427	526	630	739	853	79	161	248	339	435	535
- Provision to replace balustrade/handrail fixings	\$600	2028	3	152	312	480	657	842	309	634	975	358	734	1129	415	850	1307	480
- Provision for partial balcony membrane replacement	\$4,200	2032	3	650	1332	2049	2801	3592	4421	5292	6207	7167	2632	5395	8297	3047	6246	9605
- Provision for vergola motor replacements	\$3,465	2026	10	1400	2869	4412	4633	4865	753	1543	2373	3244	4159	5119	6128	7187	7547	7924
- Capital Replacement - General	\$1,212	2024	0	1400	1470	1543	1621	1702	1787	1876	1970	2068	2172	2280	2394	2514	2640	2772
BASEMENT																		
- Replace exhaust/supply fan	\$3,500	2033	17	499	1022	1572	2149	2755	3391	4059	4761	5498	6271	556	1140	1753	2397	3073
- Repaint line marking	\$1,600	2024	8	1848	286	586	901	1232	1580	1945	2328	2730	422	866	1331	1820	2334	2873
- Maintain ventilation ducting	\$4,200	2038	22	445	912	1403	1919	2460	3028	3624	4250	4908	5599	6324	7085	7884	8724	9605
- Maintain/repair entry gate running gear	\$1,300	2031	15	221	454	698	954	1223	1505	1802	2113	204	417	642	877	1125	1384	1657
- Replace entry gate motor	\$2,500	2026	10	1010	2070	3183	412	845	1300	1777	2278	2805	3357	3937	4546	5186	672	1377
DRIVEWAY																		
- Maintain driveway 10% of total	\$2,400	2035	4	298	611	939	1284	1646	2026	2425	2844	3284	3746	4232	4741	1337	2741	4214
- Provision to replace individual garage doors in 28 years (partial accrual)	\$2,250	2036	5	263	540	831	1136	1456	1792	2145	2516	2905	3314	3743	4194	4667	1078	2210

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
- Replace traffic mirrors in 15 years	\$700	2038	20	74	152	234	320	410	505	604	708	818	933	1054	1181	1314	1454	1601
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2030	7	513	1052	1618	2212	2836	3491	4179	722	1480	2277	3113	3991	4912	5880	1016
- Ongoing partial maintenance of pathways 10% of total	\$1,000	2029	3	217	444	683	934	1197	1474	541	1109	1706	626	1284	1975	725	1487	2287
- Replace irrigation controller	\$1,100	2028	12	279	573	881	1204	1544	174	357	549	751	962	1185	1418	1663	1920	2190
- Replace irrigation pump	\$800	2029	7	173	355	546	747	958	1179	204	418	642	878	1126	1386	1659	287	588
- Maintain bin enclosure	\$700	2036	5	82	168	258	353	453	558	667	783	904	1031	1165	1305	1452	335	687
FENCING																		
- Replace cyclone/mesh fencing in 28 years	\$2,560	2038	30	271	556	855	1169	1499	1845	2209	2591	2991	3412	3854	4318	4805	5317	5854
- Provision to replace timber fencing in 16 years (partial accrual)	\$1,800	2030	3	342	701	1079	1475	1891	2327	2786	1023	2097	3225	1184	2428	3734	1371	2810
- Repaint boundary walls/fencing	\$2,800	2027	11	869	1781	2738	3744	451	924	1421	1943	2490	3066	3670	4304	4970	5669	6403
FURNITURE & FITTINGS																		
- Replace mail boxes in 18 years	\$960	2041	25	90	185	285	389	499	614	735	863	996	1136	1283	1438	1600	1770	1949
- Ongoing partial replacement of exterior common lighting	\$240	2024	2	277	149	306	164	337	181	371	200	410	220	452	243	498	268	549
- Provision to upgrade intercom systems & associated equipment	\$4,660	2031	15	793	1626	2500	3418	4382	5394	6457	7573	730	1496	2300	3145	4031	4962	5940
- Provision to replace door closers	\$220	2027	11	68	140	215	294	35	73	112	153	196	241	288	338	390	445	503

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
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$550	2031	15	94	192	295	404	517	637	762	894	86	177	271	371	476	586	701
- Provision to replace portable fire extinguisher	\$200	2026	5	81	166	255	59	121	185	254	325	75	154	237	324	415	96	196
- Install/replace exit signage	\$300	2026	5	121	248	382	88	181	278	381	488	113	231	355	485	622	144	294
ROOF																		
- Provision to replace guttering/downpipes in 23 years (partial accrual)	\$3,300	2034	3	437	896	1378	1884	2415	2973	3558	4173	4819	5497	6209	2280	4674	7187	2639
- Maintain metal roof fixings/flashings	\$2,000	2029	6	433	888	1366	1868	2395	2948	581	1191	1831	2504	3210	3951	778	1596	2454
STAIRWELL																		
- Repaint walls	\$2,600	2027	11	806	1653	2542	3476	419	858	1319	1804	2313	2847	3408	3997	4615	5264	5946
- Repaint ceiling	\$1,500	2027	11	465	954	1467	2006	241	495	761	1041	1334	1642	1966	2305	2662	3037	3430
- Maintain tiles 10% of total	\$1,000	2031	3	170	349	536	733	940	1158	1386	1625	597	1223	1881	691	1416	2178	800
TOTAL ACCRUALS				20302	42060	56365	29967	42098	52779	62759	67493	74014	86456	99569	106057	108160	120165	38683

* 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.

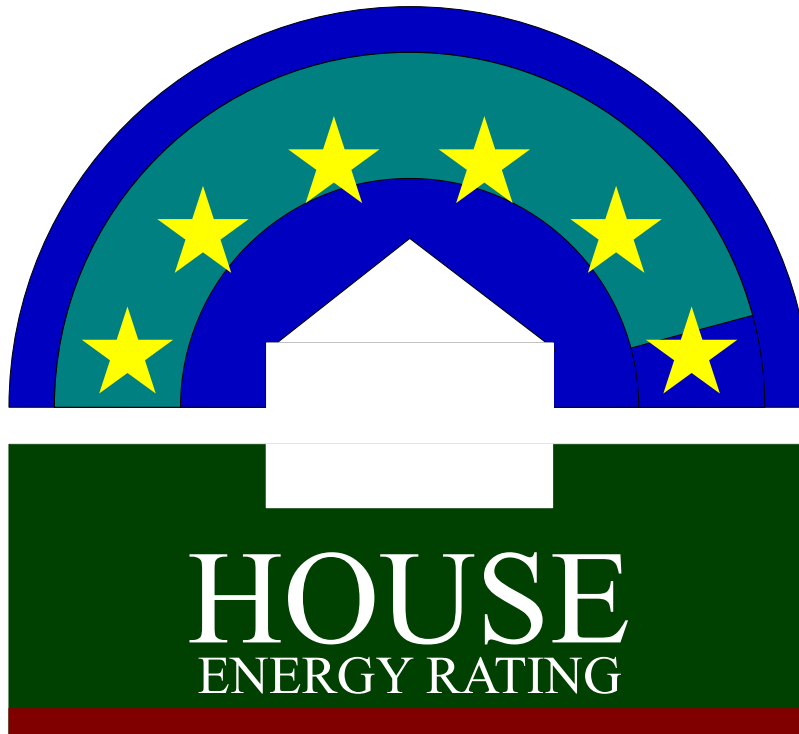




Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆ **5.5 STARS**
in Climate: 24 **SCORE: 11 POINTS**

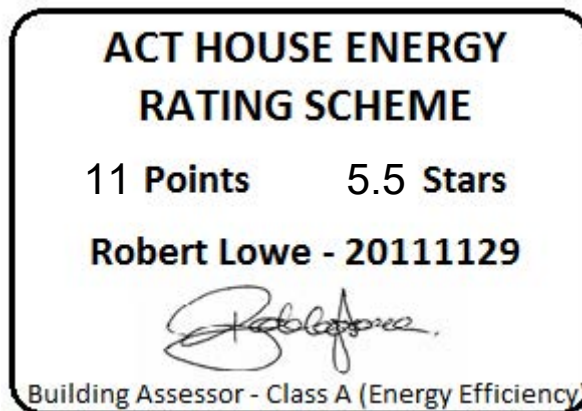
Name: Serchen

Ref No: 69509

House Title: Unit 4 Block 3 Section 1 BRADDON

Date: 21-04-2026

Address: 4/79 Torrens Street, Braddon ACT 2612



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	11											
Potential	17											

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

Curtain w/Pelmets

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	11	★★★★★☆
-----------------------	----	--------

Largest windows in the dwelling;

Direction : ESE

Area : 19 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. East	19	★★★★★★
2. South East	11	★★★★★
3. South	9	★★★★★
4. South West	13	★★★★★☆
5. West	22	★★★★★★
6. North West	32	★★★★★★
7. North	35	★★★★★★
8. North East	27	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 4 Block 3 Section 1 BRADDON, 4/79 Torrens Street, Braddon ACT 2612

Assessor's Name:

Net Conditioned Floor Area: 93.8 m²

				Points		
Feature				Winter	Summer	Total
CEILING				10	0	11
Surface Area:	3	Insulation:	8			
WALL				3	-1	2
Surface Area:	-2	Insulation:	5	Mass:	-2	
FLOOR				15	-5	9
Surface Area:	15	Insulation:	-5	Mass:	0	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	7
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	44 %			
Exhaust Fans	24 %	Doors	16 %			
Down Lights	0 %	Gaps (around frames)	17 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-25	-10	-35
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	19	20%	-28	17	-5	-16
SSW	14	15%	-21	7	-5	-19
Total	33	35%	-49	24	-10	-35

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

The contribution of heavyweight materials to the window score is 2 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ☆			11	-16	11*

* includes 17 points from Area Adjustment

Detailed House Data

House Details

ClientName Serchen
HouseTitle Unit 4 Block 3 Section 1 BRADDON
StreetAddress 4/79 Torrens Street, Braddon ACT 2612
FileCreated 21-04-2026

Climate Details

State
Town
Postcode 0
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	NA	Yes	No	No	Float Timb	R0.0	12.0m ²
2	Suspended Slab	NA	Yes	No	No	Tiles	R0.0	6.0m ²
3	Suspended Slab	NA	Yes	No	No	Carp	R0.0	20.0m ²
4	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	54.0m ²
5	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	10.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	4.7m	2.4m
2	Framed: FC Sheet Clad	Yes	R2.0	10.9m	2.4m
3	Framed: Metal Clad	No	R2.0	7.4m	2.4m
4	Brick Veneer	No	R2.0	15.5m	2.4m
5	Framed: Metal Clad	No	R2.0	9.6m	1.2m
6	Framed: Metal Clad	No	R2.0	9.6m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R5.0	64.0m ²
2	Attic - Low Ventilation	No	Yes	R5.0	11.5m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	1.3m	3.2m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	SSW	2.3m	4.1m	No	DG	ALIMPR	HB	No	3.0m	3.0m	0.0m
3	ESE	2.3m	3.1m	No	DG	ALIMPR	HB	No	5.0m	5.0m	0.0m
4	SSW	1.3m	0.7m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	SSW	0.8m	1.7m	No	DG	ALIMPR	HB	No	0.8m	0.8m	0.4m
6	SSW	0.8m	2.9m	No	DG	ALIMPR	HB	No	0.8m	0.8m	0.4m
7	ESE	2.3m	3.2m	No	DG	ALIMPR	HB	Yes	2.4m	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
2	SSW	2.3m	4.1m	3.0m	3.0m	15.1m	-0.1m	0.0m	0.0m	3.0m	0.0m
3	ESE	2.3m	3.1m	0.0m	0.0m	0.0m	0.0m	5.0m	0.0m	5.0m	0.3m
5	SSW	0.8m	1.7m	0.0m	0.0m	0.0m	0.0m	0.8m	0.0m	0.0m	0.0m
6	SSW	0.8m	2.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.8m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? Yes
Is the Stairwell Separated by Doors ? Yes
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	0	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

Andrew Serchen
4/79 Torrens St
BRADDON ACT 2612
AUSTRALIA

Invoice Date
8 Apr 2026

Invoice Number
INV-69509

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: 27 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](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Andrew Serchen
4/79 Torrens St
BRADDON ACT 2612
AUSTRALIA

Payment Date
8 Apr 2026

Sent Date
9 Apr 2026

ABN:
33 600 397 466

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

Total AUD paid	425.00
-----------------------	---------------

Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
8 Apr 2026	INV-69509	Payment - INV-69509 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

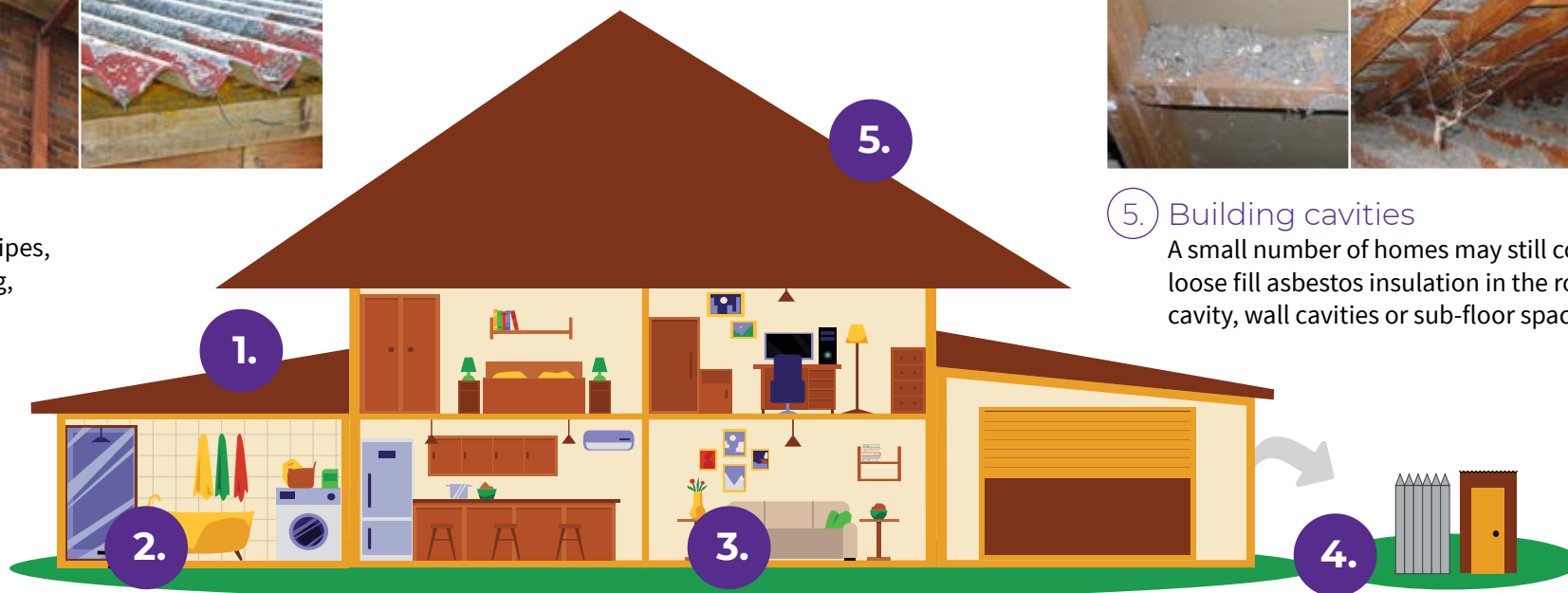
For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

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.

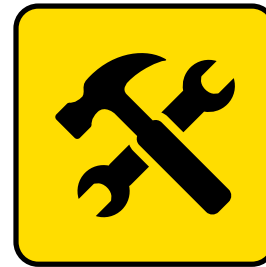
Asbestos materials become dangerous when:



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.