actlawsociety

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		31	4124	2	18	Braddon
		and known as 604/104 Northbourne Avenue, Braddon ACT 2612				
Seller	Full name	Griffin Thomas Black				
	ACN/ABN					
	Address	60/10 Ipima Street, Braddon ACT 2612				
Seller Solicitor	Firm	Colquhoun Murphy				
	Email	andy@colquhounmurphy.com				
	Phone	02 6248 0499	Ref: Andy Colquhoun			
	DX/Address	GPO Box 169, Canberra ACT 2601				
Stakeholder	Name	Hive Property Canberra				
Seller Agent	Firm	Hive Property Canberra				
	Email	samanthal@hiveproperty.co				
	Phone	0402 507 902	Ref: Samantha Linsdell			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	*Mark as applicable*	☒ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒ Non-Land Rent Lease	☐ Land Rent Lease			
Occupancy	*Mark one*	☐ Vacant possession	☒ Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the date hereof.				
Electronic Transaction?		☐ No	☒ Yes, using Nominated ELN:	PEXA		
Land Tax to be adjusted?		☐ No	☒ Yes			
Residential Withholding Tax		New residential premises?		☒ No	☐ Yes	
		Potential residential land?		☒ No	☐ Yes	
		Buyer required to make a withholding payment?		☒ No	☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax		~~Relevant Price more than $750,000.00?~~		~~☐ No~~	~~☐ Yes~~	
		Clearance Certificates attached for all the Sellers?		☐ No	☐ 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)	☐ Deposit by Instalments (clause 52 applies)
	Balance			
Date of this Contract				

Co-Ownership	*Mark one (show shares)*	☐ Joint tenants	☐ 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	NIL% 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 (GST inclusive)

Tenancy Summary

Premises	604/104 Northbourne Avenue, Braddon ACT 2612	Expiry date	12 May 2026
Tenant name	James Ombina and Ruth Paderes	Rent	$1,100.00 per fortnight
Commencement date	13 May 2025	Rent review date	As per tenancy agreement
Term	12 Months	Rent review mechanism	As per tenancy agreement

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

Name	First Choice Strata	Phone	02 6241 4000
Address	PO Box 479, Dickson ACT 2602		

SPECIAL CONDITIONS

54. INTERPRETATION

54.1 Definitions

In this Contract, the following expressions have the following meanings:

(a) **ACT** means the Australian Capital Territory;

(b) **Asbestos** has the meaning ascribed to that term in the *Dangerous Substances Act 2004* (ACT);

(c) **Auction Conditions** means the auction conditions contained in this Contract (if any);

(d) **Authority** means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility, and includes the Directorate;

(e) **Bond** means either:

(i) a deposit bond issued to the Seller at the request of the Buyer; or

(ii) a bank guarantee issued by a bank operating in Australia;

with the issuer, expiry date (if any) and amount approved by the Seller:

(f) **Contaminated** has the meaning ascribed to that term in the *Environment Protection Act 1997* (ACT);

(g) **Corporation** has the meaning ascribed to that term in section 57A of the *Corporations Act 2001* (Cth)**;**

(h) **Director** means all of the directors of the Buyer (if any) together, and each of them individually;

(i) **Director's Guarantee** means the guarantee given by the Directors of the Buyer in the form annexed to this Contract as Annexure A;

(j) **Directorate** means the Environment, Planning and Sustainable Development Directorate of the Australian Capital Territory;

(k) **Foreign Person** has the meaning ascribed to that term under the *Foreign Acquisitions and Takeovers Act 1975* (Cth)

(l) **Guarantors** means the Directors of the Buyer where the Buyer is a Corporation;

(m) **Insolvency Event** means:

(i) if the Buyer is an individual or a group of individuals, any one or more of the following:

(A) the commission by the Buyer of an act of bankruptcy as defined by any Commonwealth, State or Territory Act;

(B) the entering into by the Buyer of any arrangement, or the assignment of any property, for the benefit of the Buyer's creditors;

(C) an admission by the Buyer to any other person that any of the Buyer's debts cannot be repaid as and when they fall due;

(D) any event analogous to those referred to in sub clauses (A)-(C) above;

(ii) if the Buyer is a Corporation, any one or more of the following:

(A) the appointment of a liquidator, external administrator or receiver of the Buyer;

(B) the deemed failure of the Buyer to comply with a statutory demand issued pursuant to the *Corporations Act 2001* (Cth);

(C) the entering into by the Buyer of any arrangement, or the assignment of any property for the benefit of the Buyer's creditors;

(D) an admission by the Buyer to any other person that any of the Buyer's debts cannot be repaid as and when they fall due;

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(E) any event analogous to those referred to in sub clauses (A)-(D) above.

(n) **Laws** means:

(i) principles of law or equity established by decisions of courts;

(ii) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or any governmental agency or body; and

(iii) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a governmental agency or body that have the force of law;

(o) **Printed Terms** means the terms of The Law Society of the Australian Capital Territory: Contract for Sale contained in this contract.

(p) **Prohibited Entity** means any person or entity which:

(i) is a terrorist organisation as defined by part 5.3 of the *Criminal Code Act 1995* (Cth);

(ii) has a connection with any country or named person or entity which is the subject of international sanctions or is associated with terrorism, including any person or entity listed by the Minister for Foreign Affairs and Trade in the Government Gazette under part 4 of the Charter of the *United Nations Act 1945* (Cth) as at the date of this Contract; or

(iii) is on any other list of terrorists or terrorist organisations maintained by the Australian Department of Foreign Affairs and Trade or under any law.

(q) **Schedule** means the schedule of information in this Contract titled 'Schedule', normally the first page; and

(r) **Special Conditions** means these special conditions of this Contract.

54.2 Printed Terms

(a) In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions shall prevail to the extent of the inconsistency.

(b) For the avoidance of doubt, unless otherwise stated, the terms that are defined in the Printed Terms of the Contract have the same meanings in these Special Conditions.

54.3 Amendments to Printed Terms

(a) The Printed Terms are amended as follows:

(i) Clause 2.3 is amended so that the words "in cash (up to $3,000.00)" are replaced with the words "electronic funds transfer";

(ii) Clause 2.6 is amended so that the words "or in cash (up to $200.00)" are deleted;

(iii) Clause 17.1.1(a) is amended so that the reference to "5%" is replaced with "1%";

(iv) Clause 17.1.2(a) is amended so that the reference to "5%" is replaced with "1%";

(v) a new clause 18.12 is added to clause 18 as follows:

"Each time a Notice to Complete is served by the Seller in accordance with this clause, the Seller may unilaterally:

a) extend the time and date by which to complete the Contract as specified in the Notice to Complete; and

b) withdraw the Notice to Complete

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer."

(vi) Clause 22.1.1 is deleted;

(vii) Clause 22.1.3 is amended so that the words “by the party not at fault” are replaced with the words “by the Seller”;

(viii) Clause 22.2 is amended so that:

(A) the words “the party at fault” are replaced with the words “where the Buyer is at fault, the Buyer”; and

(B) the words “the party not at fault” are replaced with the words “the Seller”;

(ix) Clause 22.3 is amended so that:

(A) the words “clause 22.1.1 or” are deleted from clause 22.3.1; and

(B) the words “the party not in default” are replaced with the words “the Seller” in clause 22.3.1; and

(x) Clause 28.2 is amended so that the reference to “5%” is replaced with “$1,000.00”.

55. ENTIRE AGREEMENT

55.1 Entire Agreement

(a) The Buyer acknowledges and agrees that this Contract contains the entire agreement between the Buyer and Seller in respect of the Property.

55.2 Own Enquiries

(a) The Buyer warrants that:

(i) they have relied entirely upon their own enquiries (including inspections) of this Property; and

(ii) they do not rely on any other document, arrangement, representations or matter, regardless of form, as amending or qualifying anything set out in this Contract.

56. AUCTION CONDITIONS

56.1 Application of Auction Conditions

(a) The Auction Conditions apply and form part of this Contract if the Property is sold at auction.

57. ADJUSTMENTS

57.1 Buyer to Pay Land Charges in Event of Delay

(a) If, as a consequence of conduct by or fault of the Buyer, Completion does not occur by the Date for Completion specified in the Schedule, then notwithstanding clause 8, the Buyer shall be liable to pay Land Charges from and including the Date for Completion.

58. CONDITION OF THE PROPERTY

58.1 Current State and Condition

(a) The Buyer acknowledges and agrees that:

(i) it is purchasing the Property in its current state, condition and state of repair as at the date of this Contract (subject to fair wear and tear) and subject to any and all defects whether latent or patent;

(ii) it shall not make any requisition, objection or claim for compensation in respect of the condition and state of repair of the Property; and

(iii) the Seller is not required to carry out or effect any repairs, renovations to the Property or replace any part of the Property which may be requested by the Buyer or ordered by any Authority after the date of this Contract except as required by clause 15.5.

58.2 No Requisition, Objection, Claim or Action

(a) Unless expressly provided otherwise in this Contract or any Law, the Buyer agrees not to raise any requisition or objection or make any claim for compensation in respect of:

(i) any encroachment by or upon the subject Land;

(ii) the fence or boundary erections (if any) not standing on their correct boundaries;

(iii) any heritage significance of the Property under the heritage provisions of the Planning Act;

(iv) the nature, location, availability, non-availability, condition, existence or non-existence of any Service;

(v) the fitness for purpose of the Property for any particular purpose; or

(vi) the existence of Asbestos, contaminants or other substances on the Land or in the Property or Improvements which may lead to the land being Contaminated.

59. AGENT WARRANTY

59.1 No Other Agent

(a) The Buyer warrants that they were not introduced to the Property or the Seller by any person or agent other than the Seller's Agent noted on the Schedule, and that the sale of the Property to the Buyer was negotiated only by the Seller's Agent.

59.2 Indemnity

(a) The Buyer indemnifies and will keep indemnified the Seller from any claim for commission and all costs, demands, expenses and other charges arising out of or incidental to any breach of the warranty provided in clause 59.1.

(b) This clause 59 shall not merge on Completion.

60. KEYS TO IMPROVEMENTS

60.1 To be Provided on Completion

(a) On Completion, the Seller will supply any and all keys to the Improvements that are in the Seller's possession to the Buyer.

60.2 No Requisition, Objection, Claim or Action

(a) The Buyer will not delay Completion, nor make any objection, requisition, claim for compensation as a consequence of the Seller's failure to comply with this clause 60.

61. INCAPACITY

61.1 Death or Incapacity

(a) If the Buyer, being a natural person (and if the Buyer comprises more than one person, then any one or more of them);

(i) dies; or

(ii) is found by a court or tribunal to be incapable of administering their estate or affairs;

before Completion, then the Seller may rescind this Contract by written notice and the provisions of Printed Term 21 apply.

61.2 Insolvency

(a) If the Buyer (and if the Buyer comprises more than one entity, then any one or more of them) undergoes an Insolvency Event before Completion, then the Buyer will be in breach of an essential obligation under this Contract and the Seller may terminate this Contract in accordance with Printed Term 19.

62. ELECTRONIC TRANSACTIONS

62.1 Definitions

For the purposes of this clause 62:

(a) **Electronic Exchange** means the exchanging the Contract by the parties by electronic means;

(b) **Electronic Signature** means a signature made or placed on a document by electronic means, and include a digital signature or an electronic copy of a signature; and

(c) **Electronically Sign** means the act of signing a document with an Electronic Signature.

62.2 Electronic Signatures

(a) The parties:

(i) agree that any party may Electronically Sign this Contract; and

(ii) consent to the Electronic Exchange of this Contract.

(b) The parties warrant and agree that:

(i) a Contract:

(A) signed by both parties, where one (1) or more of the signatures is an Electronic Signature; and

(B) exchanged, whether by Electronic Exchange or otherwise; and

(ii) a printed hardcopy of the Contract as described in clause 62.2(b)(i) is sufficient evidence of:

(A) the parties' intention to enter into and be bound by the Contract;

(B) the parties' consent to and acceptance of the Electronic Signature and the conduct of this Contract electronically; and

(C) the Contract being a document which is in writing and signing in a manner that results in a binding agreement between the parties.

(c) The parties agree to do all things necessary to give effect to this Contract, including signing a copy of this Contract and the Director's Guarantee in wet ink and exchanging printed copies in the same form and date as this Contract, where:

(i) required to do so by a third party; and

(ii) where a failure to do so would prevent or delay Completion,

or when otherwise compelled by Law.

(d) Either party may give written notice to the other party stating an obligation under clause 62.2(c) is required and both parties must then comply with its obligations within 7 Business Days of that notice with time being of the essence.

63. FOREIGN ACQUISITION

63.1 Buyer is not a foreign person

(a) Subject to clause 63.2, the Buyer and the Guarantors each represent and warrant to the Seller that:

(i) it is not a Foreign Person; and

(ii) the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Property to the Purchaser under the *Foreign Acquisitions and Takeover Act 1975* (Cth).

63.2 Buyer is a foreign person

(a) If the Buyer or the Guarantors are a Foreign Person, the Buyer must:

(i) inform the Seller of that fact before the date of this Contract; and

(ii) on or before the date of this Contract, make an application to the Commonwealth Treasurer for approval for the transfer of the Property under the *Foreign Acquisitions and Takeover Act 1975* (Cth); and

(iii) on or before the Date for Completion, provide the Seller with sufficient evidence that the transfer has been approved.

63.3 Termination if transfer not approved

(a) The warranties and obligations of the Buyer and Guarantors under this clause 63 are an essential term of this Contract and a breach of which will entitle the Seller to immediately terminate the Contract.

64. PROHIBITED ENTITY

64.1 Buyer not a prohibited entity

(a) The Buyer and the Guarantors each represent and warrant to the Seller that:

(i) it is not a Prohibited Entity;

(ii) it is not owned or controlled by, nor does it act on behalf of, a Prohibited Entity;

(iii) no person who has any interest in or relationship with the Buyer (whether directly or indirectly) is a Prohibited Entity;

(iv) no Prohibited Entity will obtain any legal or equitable interest in the property on Completion of this Contract; and

(v) it has complied with all laws relating to Prohibited Entities, including part 4 of the *Charter of United Nations Act 1945* (Cth) and part 5.3 of the *Criminal Code Act 1995* (Cth).

(b) The representations and warranties contained in this clause are taken to be made by the Buyer and the Guarantors upon exchange of this Contract and also on Completion.

65. SERVICE OF NOTICES

65.1 Time of Service

(a) Any notice, claim or authority served under clause 26.2.1 is taken to have been received:

(i) if delivered before 5:00pm on a Business Day, on the day that it is delivered; or

(ii) if delivered after 5:00pm on a Business Day, on the next Business Day.

(b) Subject to clause 65.1(a), any notice, claim or authority served under clause 26.2.2:

(i) by leaving it at the relevant address is taken to have been received one (1) Business Day after it was left at that address;

(ii) by post to the relevant address is taken to have been received two (2) Business Days after it was posted; and

(iii) by email to the party's solicitor is taken to have been received on the date that it enters the recipient's electronic information system.

66. SHUTDOWN PERIOD

66.1 Shutdown Period

(a) For the purposes of this clause 66:

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

(ii) **Pandemic** means the COVID-19 (or any variant thereof) pandemic as declared by the World Health Organisation; and

(iii) **Relevant Places** means any one (1) or more of the following:

(A) the ACT Law Society settlements room;

(B) the bank of financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;

(C) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;

(D) the place of business of a party's solicitors;

(E) the ACT Land Titles Office; or

(F) the ACT Revenue Office; and

(iv) **Shutdown Period** means any period of time during which any of the Relevant Places are:

(A) closed due to any direction by a Government Department, authority or company policy;

(B) unable to be attended by the Buyer or the Seller due to the party (or their representative) being in Isolation,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event reasonably causes a party (the **Affected Party**) to be unable to complete this Contract during the period of closure or Isolation.

66.2 Notice of Closure

(a) The Affected Party to this Contract may invoke this clause 66 by written notice to the other party that gives sufficient details of the event (including by providing supporting evidence of any closure or Isolation) giving rise to the Shutdown Period.

(b) The Affected Party must 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.

66.3 Extensions

(a) In the event that Completion is due to occur during a Shutdown Period, then the Date for Completion is deemed to be extended to three (3) Business Days after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.

(b) In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during a Shutdown Period, then the date of expiration of that notice is deemed to be extended to three (3) Business Days after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.

(c) 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 one (1) Business Day after the date on which the Affected Party notifies the other party of the end of the Shutdown Period.

66.4 Payment of Damages

(a) In the event that damages are payable by either party under this Contract, no damages shall be payable by either party for any day or period during a Shutdown Period.

67. BOND

67.1 Deposit by Bond

(a) This Special Condition 68 applies only if the Seller agrees, at its sole discretion, to accept a Bond as payment for the Deposit.

(b) If the amount secured under the Bond is less than 10% of the Price, the Buyer must pay the balance in accordance with Printed Term 2.

(c) The Bond must show the Seller as the beneficiary of the Bond.

67.2 Delivery of Bond

(a) The Buyer must deliver the Bond to the Seller's Solicitor on or before the Date of this Contract and this time is of the essence.

(b) Subject to the remainder of this Special Condition 68, the delivery of the Bond in accordance with 68.2(a), to the extent of the amount secured under the Bond, will be a valid payment of the Deposit for the purposes of this Contract.

67.3 Default by the Buyer

(a) If seven (7) days prior to the expiration of the term of the Bond (or, if the term of the Bond is extended, seven (7) days prior to the expiration of the relevant extended period):

(i) Completion has not occurred; and

(ii) the Buyer has not delivered to the Seller's solicitors a Bond in identical terms for an extended period; and

(iii) the Buyer has not paid the amount secured by the Bond as Deposit to the Stakeholder;

the Buyer shall be in default and the Seller may, by written notice and without serving any Default Notice, terminate this Contract.

67.4 Completion

(a) The Buyer shall pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque on Completion or at such other time as may be provided for the Deposit to be accounted for to the Seller.

67.5 Termination by the Seller

a) If the Seller exercises its rights under Printed Term 19, to the extent that the amount has not already been paid by the underwriter under the Bond, the Buyer must, on demand by the Seller, pay the remainder of the Deposit to the Stakeholder.

b) The Seller agrees and acknowledges that the payment under the Bond, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Special Condition 68.5(a).

68. GUARANTEE

68.1 Guarantee by Buyer's Directors

(a) Where the Buyer is a Corporation, each Director of that Corporation shall guarantee the

Corporation's performance of its obligations under this Contract by executing the Director's Guarantee.

ANNEXURE A – DIRECTOR'S GUARANTEE

I agree as follows:

1. I am a Director of the Buyer.

2. This guarantee is binding and enforceable against me and all other Directors of the Buyer who provide the guarantee by signing below and, for the purposes of this guarantee, a reference to myself includes a reference to all those other Directors.

3. In consideration of the Seller entering into this Contract at my request, I 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; and

(b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.

4. This is a continuing guarantee and binds me notwithstanding;

(a) my subsequent death, bankruptcy, liquidation or the subsequent death, bankruptcy or liquidation of any one (1) or more of the Directors; and

(b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or to any of the Directors; and

(c) Completion of this Contract.

5. In the event of any breach of this Contract by the Buyer, 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 the Directors without having instituted legal proceedings against the Buyer or any other of the Directors and without first exhausting the Seller's remedies against the Buyer.

6. I agree to keep the Seller indemnified against all liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Executed on _____*(date)*
by:

In the presence of:

Director Name:

Witness Name:

Witness Address:

Executed on _____*(date)*
by:

In the presence of:

Director Name:

Witness Name:

Witness Address:

ISSUED BY

REIACT
REALESTATE INSTITUTE OF THE AUSTRALIAN CAPITAL TERRITORY

TENANCY AGREEMENT
(RESIDENTIAL)

RayWhite

This Tenancy Agreement is made on 07 Apr 2025 Shop 2, 14 Wales Street, Belconnen, ACT, 2617

SCHEDULE

ITEM 1 LESSOR

Name: Griffin Black

Company Name: ACN/ABN:

Name:

Company Name: ACN/ABN:

Address for Service of Notices: **Agent** (refer Item 2)

~~OR Shop 2, 14 Wales Street~~

~~Suburb: Belconnen State: ACT Postcode: 2617~~

ITEM 2 AGENT

Name: DB Property Company Pty Ltd

trading as Ray White Canberra

Licence Number: 18401411 ACN/ABN: 84140916258

Address: 2/14 Wales Street

Suburb: Belconnen State: ACT Postcode: 2617

Phone: (02) 6188 4130 Mobile:

Email: pmaccounts.canberra@raywhite.com

ITEM 3 TENANT

	First Name	Surname	Tenant contributing to bond
1.	James	Ombina	Yes / ~~No~~
Email:	james.ombina2799@gmail.com		
2.	Ruth	Paderes	Yes / ~~No~~
Email:	ruthpaderes_18@hotmail.com		
3.			Yes / No
Email:			
4.			Yes / No
Email:			

Company Name: ACN/ABN:

Email:

Address:

Suburb: State: Postcode:

Address for Service of Termination Notices: 604/104 Northbourne Avenue

Suburb: Braddon State: ACT Postcode: 2612

Address for Service of Other Notices: Email:

Address:

Suburb: State: Postcode:

ITEM 4 PREMISES

Block: 2 Section: 18 Division: Braddon Unit No: 604 Units Plan: 4124

Address: 604/104 Northbourne Avenue

Suburb: Braddon State: ACT Postcode: 2612

ITEM 5 NUMBER OF OCCUPANTS

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

Initial Initial

BAL

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TENANCY AGREEMENT
(RESIDENTIAL)

RayWhite

ITEM 6 FIXED TERM TENANCY

The term of this Tenancy Agreement is for: 12 ~~weeks~~ / months / ~~years~~

commencing on: 13 May 2025 and ending on: 12 May 2026 (the **Term**)

If the Tenant remains in occupation of the Premises following the expiry of the Term, the Tenant acknowledges and agrees that the terms of this Tenancy Agreement will continue to apply, except that the tenancy will be a periodic tenancy.

ITEM 7 PERIODIC TENANCY

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

ITEM 8 RENT

The rent equates to $550.00 per week payable at the rate of $1,100.00 per ~~week~~ / fortnight / ~~calendar month~~

payable in advance commencing on 13 May 2025

ITEM 9 PAYMENT

The method by which the rent must be paid:

- [ ] Bank Cheque / Money Order made out to:
- [ ] DEFT Payment Systems: Biller Code: Ref No.
- [ ] Direct Debit to commence on
- [x] Other: Ailo App - (Fee Free Methods - One-off Payment & Recurring Direct Debit) - Credit Card & Debit Card - Fees Apply

ITEM 10 BOND

- [ ] $ being an amount equivalent to four weeks rent or
- [x] $2,200.00
- [x] Lodged with the ACT Office of Rental Bonds

*Note: Bond to be lodged with the **ACT Office of Rental Bonds**

Address for service of documents - ACT Office of Rental Bonds

Any notice or other document to be issued by the ACT Office of Rental Bonds to the Lessor or the Agent is to be delivered to the following address:

pmaccounts.canberra@raywhite.com

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

james.ombina2799@gmail.com

ruthpaderes_18@hotmail.com

ITEM 11 EMERGENCY TRADESPEOPLE

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

ITEM 12 CONDITION OF PREMISES initials

The Premises is provided:

- [x] Unfurnished.
- [ ] Partially furnished as stipulated in the inventory and condition report.
- [ ] Furnished as stipulated in the inventory and condition report.

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

Does the Lessor intend to sell the Premises within six (6) months of the commencement of this Tenancy Agreement?

- [ ] Yes
- [x] No

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

Does a Posting Termination Clause apply to this Tenancy Agreement?

- [ ] Yes
- [x] No

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ITEM 15 PETS *(refer to Additional Clause 107)* initials

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

✓ Yes

No

ITEM 16 ADDRESS FOR SERVICE OF DOCUMENTS

(1) The Landlord may be contacted by email or by post via the Agent at the Agent's address stated in Item 2.

(2) For the Landlord:

(a) any document may be delivered to the Landlord by email, registered post or in person, via the Agent at the Agent's address stated in Item 2;

(b) any notice to be served on the Landlord, except a notice to vacate, must be in writing and may be served by sending the notice by email or prepaid post to the Agent's address stated in Item 2; and

(c) any notice to vacate to be served on the Landlord, must be in writing and may only be served by leaving it at, or sending it by prepaid post to, the Agent's address stated in Item 2.

(3) For the Tenant:

(a) any document may be delivered to the Tenant by leaving it at the Premises or by sending it by email or post to the Tenant's address stated in Item 3;

(b) any notice to be served on the Tenant, except a notice to vacate, must be in writing and may be served by:

(i) leaving it at the Premises;

(ii) sending the notice by email or prepaid post to the Tenant's address stated in Item 3; or

(iii) delivering it to the Tenant personally; and

(c) any notice to vacate to be served on the Tenant, must be in writing and may only be served by:

(i) leaving it at the Premises;

(ii) sending it by prepaid post to the Premises, the Tenant's address stated in Item 3, or the address of the business of the Tenant last known to the Landlord; or

(iii) delivering it to the Tenant personally.

(4) The parties acknowledge the address for service stated above is provided pursuant to clause 98 of the Agreement.

(5) Despite Item 16(2)(c), the Landlord may, at the Landlord's absolute discretion, accept service of a defective notice to vacate or a notice to vacate sent by email to the Agent's address stated in Item 2.

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

Is the Premises required to comply with a Minimum Housing Standard? ✓ Yes No The Premises is exempt

If yes, does the Premises comply with the Minimum Housing Standard? ✓ Yes No

If the Premises does not comply,

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

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

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

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

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ITEM 18 CEILING INSULATION

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

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

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

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

- ☐ the Premises, or part of the Premises is registered under the *Heritage Act 2004* and the installation of required ceiling insulation in a required area would, or would be likely to, have a significant adverse impact on the heritage significance of the Premises; or
- ✓ the Premises is a unit under the *Unit Titles Act 2001* in a building with 2 or more storeys and the required area is located immediately below another unit in the building;
- ☐ ceiling insulation is not able to be installed in a required area for structural reasons;
- ☐ the Tenant has told the Agent/Lessor in writing that the Tenant does not want ceiling insulation installed in the Premises;
- ☐ before entering into this Tenancy Agreement, the Lessor has told the Tenant in writing that the Lessor intends to demolish all of the Premises, or a substantial part of the Premises, within 2 years after the day the Lessor enters into this Tenancy Agreement;
- ☐ the Tenancy Agreement is for a fixed term of 12 months or less and the Tenant is the former owner of the Premises;
- ☐ the Premises is a unit under the *Unit Titles Act 2001* on the top storey of a building and the Lessor has written confirmation from the Owners Corporation for the building that the Corporation -
  - ☐ intends to arrange for required ceiling insulation to be installed in parts of the building, including the required area of the Premises; or
  - ☐ refuses permission for the Lessor to install required ceiling insulation.

ITEM 19 ENERGY EFFICIENT RATING STATEMENT

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

ITEM 20 ASBESTOS ASSESSMENT REPORT

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

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

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

ITEM 21 UNIT TITLE RENTAL CERTIFICATE

Item 21 only applies if the premises is a unit.

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

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

If yes, the changes are:

ITEM 22 POOLS AND SPAS

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

~~If yes, provide details:~~

The pool was constructed before/after 1 May 2023.

Attached to this Tenancy Agreement is:

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

- ☐ a copy of the guidance material notified under the *Building Act 2004*
- ☐ if the pool has been granted a Ministerial exemption, the exemption certificate or if only exempt from part of the safety standard, a compliance certificate for the pool to the extent that it is not exempt from the standards
- ☐ if no Ministerial exemption has been granted, a swimming pool disclosure statement, a compliance certificate OR a certificate of occupancy for the pool and safety barrier

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

- ☐ a summary pool disclosure statement
- ☐ a compliance certificate for the pool
- ☐ a certificate of occupancy for the pool and safety barrier*

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

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ADDITIONAL CLAUSES

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

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

Clause 103 - Tenant Warranty

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

Clause 104 - Standard Residential Tenancy Terms

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

Clause 105 - Joint and Individual Liability

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

Clause 106 - Smoking

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

Clause 107 - Pets

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

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Clause 108 - Modifications

(1) In addition to clauses 67 and 68 of this Tenancy Agreement, the Tenant acknowledges and agrees that:
   (a) the Tenant must obtain the Lessor's consent to carry out any renovation, or make any alteration or addition, to the Premises or to add any fixtures or fittings to the Premises and the Tenant must apply for the Lessor's consent in writing;
   (b) when carrying out any renovation, alteration or addition or adding any fixtures or fittings to the Premises, the Tenant must at all times comply with any reasonable direction given by the Lessor; and
   (c) any renovation, alteration or addition to the Premises, whether or not carried out by the Tenant or by someone on behalf of the Tenant, must be carried out in a proper and workmanlike manner and in accordance with all relevant laws, regulations and codes.

(2) The Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or the Lessor's property or any costs or loss incurred or suffered by the Lessor in connection with the Tenant renovating, or making any alteration or addition, to the Premises or installing any fixture or fitting to the Premises.

Clause 109 - Privacy Policy initials

(1) The *Privacy Act 1988* (Cth) allows certain information about the Tenant to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information.

(2) The Agent may amend or amend and restate this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Tenant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Tenant.

(3) This Tenancy Agreement requires the collection of certain information including personal information about the Tenant.

(4) The personal information the Tenant provides in this Tenancy Agreement or collected from other sources is necessary for the Agent to: (a) identify and verify the Tenant's identity; (b) make recommendations to the Lessor; (c) manage the Residential Agreement and Premises for the Lessor; (d) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary); (e) liaise and exchange information with the Tenant and the Agent's or Tenant's legal and other advisors in relation to or in connection with this Tenancy Agreement; (f) comply with any applicable laws; (g) comply with any dispute resolution process; (h) to inform and offer the Tenant products and services provided by the Agent or other third-party service providers and (i) marketing and research purposes provided that the use is reasonably necessary for one or more of the Agent's obligations or services and in accordance with the Act.

(5) Personal information collected about the Tenant in connection with this Tenancy Agreement may be disclosed by the Agent to other parties for the purpose for which it was collected, including the Lessor and the Lessor's mortgagee, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy database and any prospective or actual purchaser of the Premises, including to their mortgagee (if any).

(6) If the Tenant does not wish to receive any information about products and services as referred to under subclause (4)(h) then please tick this box: ☐ or otherwise notify the Agent.

(7) The Tenant is entitled to request access to the Tenants personal information held by the Agent by making a written request. The Agent will respond to the request and provide access to the information within a reasonable time. There will be no charges associated with the making of such a request or the subsequent provision of information.

(8) Where the Tenant requests that the Agent corrects the personal information that the Agent holds about the Tenant, the Agent will take such steps (if any) as are reasonable in the circumstances to correct the information.

(9) The Agent will take such steps as are reasonable in the circumstances to protect the personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.

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Clause 110 - Electronic Communication

(1) For the purposes of this clause, electronic communication has the same meaning as defined in the *Electronic Transactions Act 2001* (ACT).

(2) Where a provision of this Tenancy Agreement:
- (a) requires a party to provide information to the other;
- (b) permits a party to provide information to the other; or
- (c) requires a party to produce a document to the other, that is in the form of paper, an article or other material,

that information or document, subject to subclause (3), may be given by means of an electronic communication and the parties:
- (d) consent to the information and document being provided by an electronic communication; and
- (e) agree that at the time the information or document is given, the information or document will be readily accessible so as to be useable for subsequent reference.

(3) In respect of the production of a document. the document may be in an electronic form, subject to the method of generating the electronic form of the document providing a reliable means of assuring the maintenance of the integrity of the information contained in the document.

(4) This Tenancy Agreement and any document referred to in this Tenancy Agreement which requires the signature of a party to this Tenancy Agreement, may be given by electronic communication, subject to:
- (a) a method being used to identify the party and to show the party's intention in relation to the information communicated; and
- (b) the method being reliable and appropriate for the document being signed,

(5) The parties consent to the Tenancy Agreement being signed by an electronic communication in accordance with subclause (4).

(6) If due to this Tenancy Agreement being signed by an electronic communication:
- (a) this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding; or
- (b) the Tenant alleges or claims that this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding, the parties agree to execute a printed copy of this Tenancy Agreement, in the same form and dated the same date as this Tenancy Agreement.

(7) If the Tenant fails to sign a printed copy of this Tenancy Agreement in order to satisfy the above terms and conditions within five (5) business days of being requested to do so by the Lessor or the Agent, the Tenant appoints the Lessor as its attorney to execute a printed copy of this Tenancy Agreement on the Tenant's behalf and to date that copy of this Tenancy Agreement with the same date as this Tenancy Agreement.

(8) The Tenant indemnifies and will keep the Lessor indemnified against all costs, expenses, losses or damages incurred, paid or payable by the Lessor arising from or connected with a breach of this Clause by the Tenant.

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TENANCY AGREEMENT
(RESIDENTIAL)

RayWhite

SIGNED BY THE LESSOR

Griffin Black

(Name of Lessor)

Signed by:
Hannah Botto
D8265F94E8C8416...

(Signature of Lessor or Lessor's representative)

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

9/4/2025

(Date)

in the presence of:

(Name of witness)

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

(Signature of witness)

(Date)

in the presence of:

(Name of Lessor)

(Signature of Lessor or Lessor's representative)

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

(Date)

(Name of witness)

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

(Signature of witness)

(Date)

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

SIGNED BY THE TENANT

James Ombina

(Name of Tenant)

Signed by:
31337E6EC7AB477...

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

(Signature of Tenant)

7/4/2025

(Date)

in the presence of:

(Name of witness)

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

(Signature of witness)

(Date)

in the presence of:

Ruth Paderes

(Name of Tenant)

Signed by:
Ruth Paderes
7C2E0C4772B1414...

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

(Signature of Tenant)

7/4/2025

(Date)

(Name of witness)

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

(Signature of witness)

(Date)

in the presence of:

(Name of Tenant)

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

(Signature of Tenant)

(Date)

(Name of witness)

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

(Signature of witness)

(Date)

in the presence of:

(Name of Tenant)

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

(Signature of Tenant)

(Date)

(Name of witness)

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

(Signature of witness)

(Date)

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Standard Residential Tenancy Terms

Lessor and Tenant must comply with terms of Tenancy Agreement

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

Costs and procedures for establishing Tenancy Agreement

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

Information

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

BOND AND CONDITION REPORT

Maximum Bond

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

Lodgment of the bond with the Office of Rental Bonds

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

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

19. If the parties agree that the Tenant is to lodge the bond, the following applies:
    (a) the Tenant, or the Lessor on the Tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
    (b) the Tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;
    (c) the Lessor may require lodgment of the bond before the Lessor gives possession of the Premises to the Tenant and if this is the case, the Tenant must be able to take possession of the Premises and receive the keys to the Premises as soon as the Tenant provides the Lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the Lessor that the bond was received by the Office.

If the Lessor is to lodge the bond

20. If the Lessor is to lodge the bond, the following applies:
    (a) on receiving the bond, the Lessor must give the Tenant a receipt for the bond;
    (b) the Lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
    Note Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.
    (c) the Lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within–
    (i) the later of 2 weeks after receiving the bond and the commencement of this tenancy; or
    (ii) if the Agent lodges the bond–the later of 4 weeks after receiving the bond and the commencement of this tenancy.

Condition Report

21. (1) Within 1 day of the Tenant taking possession of the Premises, the Lessor must give 2 copies of a condition report completed by the Lessor to the Tenant.
    (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The Tenant must examine the report and indicate on the report the Tenant's agreement or disagreement with the items.
    (2) Within 2 weeks after the day the Tenant receives the report, the Tenant must return 1 copy of the report to the Lessor, signed by the Tenant and indicating the Tenant's agreement or disagreement with the report or parts of the report.

22A. However, if this Tenancy Agreement is a consecutive tenancy agreement, the Lessor and Tenant need not comply with the clause 21 and clause 22 if an original condition report or subsequent condition report exists for the Premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

End of Tenancy - Inspection and Condition Report

23. (1) The Lessor must keep the condition report for a period of not less than 12 months after the end of the tenancy.
    (2) However, if a condition report is not completed because of clause 22A, the Lessor must keep the original condition report and any subsequent condition report, for a period of not less than 12 months after the end of this Tenancy agreement.

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

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RENT AND OTHER CHARGES

Rent and bond only as payment for the tenancy

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

Holding deposits

25. The Act prohibits the taking of holding deposits.

Payment of rent

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

Maximum rent in advance

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

Rent receipts

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

Rent records

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

Increase in rent

34. (1) The amount of rent under this Tenancy Agreement must not vary from period to period, except as provided by the Residential Tenancies Act.
    (2) Also, if this Tenancy Agreement is a consecutive tenancy agreement, the amount of rent must not vary from the amount of rent under the terminating or terminated residential tenancy agreement except as provided by the Residential Tenancies Act (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).
35. (1) The rent must not be increased at intervals of less than 12 months from either the beginning of this Tenancy Agreement for the first increase, or after that, from the date the last increase took effect.
    (2) However, if this Tenancy Agreement is a consecutive tenancy agreement, the rent must not be increased at intervals of less than 12 months from the date the last increase took effect, whether under this Tenancy Agreement or the terminated residential tenancy agreement (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).
36. (1) This clause applies if the housing commissioner-
    (a) is the Lessor under this Tenancy Agreement; and
    (b) had decided to increase the rent after a review of rent under the *House Assistance Act 2007*, section 23.
    (2) Despite clause 35, the housing commissioner may increase the rent.
    (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 12 months after the date the last rent increase for the Premises took effect.
37. The restrictions on the amount and frequency of rental rate increases apply provided the identity of at least 1 of the Tenants who occupy the Premises remains the same as at the time of the last increase (the meaning of rental rate increase is set out in the Residential Tenancies Act).

Review of excessive rent increases

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

Lessor's costs

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

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

Tenant's costs

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

Reading of metered services

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

Tenant's use of the Premises without interference

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

LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

Lessor to install and maintain smoke alarms

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

LESSOR TO MAKE REPAIRS

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

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

Lessor to make repairs

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

Repairs in unit title Premises

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

Urgent repairs

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

Tenant may authorise urgent repairs in certain circumstances

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

62A. The Lessor must ensure the Premises comply with the Minimum Housing Standards applying to the Premises.

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TENANT TO LOOK AFTER THE PREMISES

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

63. During the tenancy, the Tenant must -
    (a) not intentionally or negligently damage the Premises or permit such damage;
    (b) notify the Lessor of any damage as soon as possible; and
    (c) take reasonable care of the Premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of this tenancy and the normal incidents of living.

63A. The Tenant must replace the battery in a smoke alarm installed in the Premises whenever necessary.

64. The Tenant must leave the Premises -
    (a) in substantially the same state of cleanliness, removing all the Tenant's belongings and any other goods brought onto the Premises during the duration of the tenancy agreement; and
    (b) in substantially the same condition as the Premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.

65. The Lessor must not require the Tenant to make alternations, improvements or renovations to the Premises.

Tenant of unit to comply with owners corporation's rules

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

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

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

68. (1) The Tenant must not add any fixtures or fittings to the Premises without the consent of the Lessor.
    (2) The Lessor's consent must not be unreasonably withheld.
    (3) The Tenant must make good any damage to the Premises on removal of any fixtures and fittings.
    (4) Any fixtures or fittings not removed by the Tenant before the Tenant leaves the Premises becomes the property of the Lessor.

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

69. Unless otherwise agreed in writing, the Tenant must only use the Premises for residential purposes.

70. The Tenant must not:
    (a) use the Premises, or permit them to be used, for an illegal purpose;
    (b) cause or permit nuisance; or
    (c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby Premises.

71. The Tenant must not leave the Premises vacant for more than 3 weeks without notifying the Lessor.

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

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

Co-tenant may leave tenancy agreement

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

Becoming a new co-tenant to existing tenancy agreement

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

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

73. The Tenant is personally responsible for the actions or omissions of visitors, guests or other people on the Premises if:
    (a) The action or omission would if performed by the Tenant have constituted a breach of this Tenancy Agreement; and
    (b) The person is on the Premises with the permission of the Tenant.

74. The Tenant is not personally responsible for the actions or omission of a person who is on the Premises:
    (a) at the request of the Lessor;
    (b) to assist the Lessor perform any of the duties of the Lessor under this Tenancy Agreement (whether at the request of the Lessor or the Tenant); or
    (c) without the consent of the Tenant.

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Keeping animals on Premises

74A. (1) The Tenant may keep an animal, or allow an animal to be kept, on the Premises.

(2) The Tenancy Agreement may require the Tenant to obtain the Lessor's prior written consent to keep an animal, or allow an animal to be kept, on the Premises (time limits for the Lessor to refuse consent are set out in the Act).

74B. The Tenant is responsible for any repairs or additional maintenance to the Premises required as a consequence of keeping an animal on the Premises.

LESSOR'S ACCESS TO PREMISES

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

75. (1) The Lessor must not require access to the Premises during the tenancy except as provided by the law, this Tenancy Agreement, the Act, or an order of the Tribunal.

(2) The Tenant may permit access to the Premises by the Lessor at any time.

(3) If requested, the Lessor or the Agent must provide identification to the Tenant.

76. The Lessor must not have access to the Premises -

(a) on Sundays; or

(b) on public holidays; or

(c) before 8.00 am and after 6.00 pm; other than -

(d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the Premises; or

(e) with the consent of the Tenant.

Access in accordance with tenancy agreement

Routine Inspections

77. The Lessor may inspect the Premises twice in each period of 12 months following the commencement of this tenancy.

78. In addition to the inspections provided for in the previous clause, the Lessor may make an inspection of the Premises -

(a) within 1 month of the commencement of this tenancy; and

(b) in the last month of this tenancy.

79. (1) The Lessor must give the Tenant 1 week written notice of an inspection.

(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).

(3) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the Tribunal for an order permitting access at a specified time.

Access for purchasers and new Tenants

80. The Tenant must permit reasonable access to the Premises during the period of 3 weeks before the end of this tenancy, on the Lessor giving 24 hours notice, to allow inspection of the Premises by prospective Tenants.

81. The Tenant must permit reasonable access to the Premises, on the Lessor giving 48 hours' notice, to allow inspection of the Premises by prospective purchasers of the Premises, but only if:

(a) the Lessor intends to sell the Premises; and

(b) the Lessor has previously notified the Tenant in writing of the Lessor's intention to sell.

81A. (1) The Tenant must not unreasonably refuse an inspection of the Premises by a prospective purchaser.

(2) However, the Tenant is not required to agree to more than 2 inspections a week.

(3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).

(4) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the tribunal for an order permitting access at a stated time.

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

82. (1) On giving the Tenant 1 week's notice (or such other agreed period), the Lessor may enter the Premises at a reasonable time, taking into account the interests of the Tenant and the Lessor, for the purpose of;

(a) making or inspecting repairs;

(b) inspecting the Premises to ensure the Premises complies with the Minimum Housing Standards; or

(c) undertaking work, or inspecting work undertaken, to ensure the Premises complies with the Minimum Housing Standards.

(1A) However, the Lessor must only enter the Premises for the purpose of an inspection, making repairs or undertaking work (the activity) if, taking into account the nature of the activity, it is reasonable and necessary to do so.

(2) For urgent repairs, the Lessor must give reasonable notice and enter the Premises at a reasonable time having regard to the interests of the Tenant and the Lessor.

Notice to vacate by Lessor

83. A notice to vacate must be in writing, in the form required by the Act, and must include the following information:

(a) the address of the Premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); and

(c) that the Lessor requires the Tenant to vacate the Premises by the expiry of the required notice period and that this Tenancy Agreement ends on the day that the Tenant vacates the Premises.

Notice of intention to vacate by Tenant

84. (1) If the Tenant serves a notice of intention to vacate and vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.

(2) On receiving a notice of intention to vacate, the Lessor may-

(a) accept the notice and accept that this Tenancy Agreement ends on the date stated in the notice; or

(b) apply to the tribunal for confirmation of this Tenancy Agreement, an order for compensation or both.

85. (1) The notice of intention to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:

(a) the address of the Premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);

(c) the date the Tenant intends to terminate this Tenancy Agreement.

(2) If the Tenant vacates the Premises on or before the date stated in the notice, this Tenancy Agreement terminates on the date stated in the notice.

(3) However, if the Tenant does not vacate the Premises on or before the date stated in the notice, the notice is taken to be withdrawn and this Tenancy Agreement continues.

Termination where Premises are not fit for habitation

86. (1) The Lessor or the Tenant may, by written notice, terminate this Tenancy Agreement on a date specified in the notice on the following grounds:

(a) the Premises are not fit for habitation; or

(b) the Premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.

(2) However, the Lessor or Tenant must not terminate this Tenancy Agreement under subclause (1) only because the Lessor has failed to comply with the Minimum Housing Standards applying to the Premises.

87. (1) In either case the Lessor must give not less than 1 weeks' notice of termination of this tenancy, and the rent abates from the date that the Premises are uninhabitable.

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(2) The Tenant may give 2 days' notice of termination of the tenancy.

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

Termination of tenancy by Tenant

Termination on or after end of fixed term

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

(2) This Tenancy Agreement ends on the date specified by the Tenant.

89. (1) If a fixed term tenancy is granted under this Tenancy Agreement, the Tenant may give notice to terminate at or after the expiry of the Term by giving 3 weeks' notice of the date when the Tenant intends to vacate the Premises.

(2) This Tenancy Agreement ends on the date specified by the Tenant.

Termination before end of fixed term - fee for breaking lease

89A. (1) If this Tenancy Agreement is a fixed term agreement and the Tenant ends this Tenancy Agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or this Tenancy Agreement), the Lessor may require the Tenant to pay a fee (a ***break fee***) of the following amount:

(a) if the fixed term is 3 years or less -

(i) if less than half of the fixed term has expired - 6 weeks rent; or

(ii) in any other case - 4 weeks rent;

(b) if the fixed term is more than 3 years - the amount agreed between the Lessor and Tenant.

(2) If the Lessor requires the Tenant to pay the break fee, the Lessor agrees to take reasonable steps to find a new tenant for the Premises.

(3) The Lessor agrees that the compensation payable by the Tenant for ending this Tenancy Agreement before the end of the fixed term -

(a) is limited to the amount of the break fee specified in subclause (1); and

(b) is not payable until the defined period after the Tenant vacates the Premises has ended.

(4) However, the Lessor and Tenant agree that if, within the defined period after the Tenant vacates the Premises, the Lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the Tenant is limited to -

(a) the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and

(b) if the Tenant vacates the Premises more than 4 weeks before the end of the fixed term - the Lessor's reasonable costs (not exceeding the defined cost limit) of advertising the Premises for lease and of giving a right to occupy the Premises to another person.

(5) This clause does not apply if this Tenancy Agreement is ended by the Tenant under any of the following provisions of the Residential tenancies Act:

(a) section 46A (Termination of agreement for aged care or social housing needs);

(b) section 46B (Termination of fixed term agreement if premises for sale);

(c) section 46D (Termination for family violence);

(d) section 46G (Co-Tenancies - effect of serving family violence termination notice);

(e) section 64AA (Termination - affected residential premises);

(f) section 64AB (Termination - eligible impacted property);

(6) In this clause;

defined cost limit means -

(a) if at least half of the fixed term has expired - an amount equal to 2/3 of 1 week's rent; or

(b) if less than half of the fixed term has expired - an amount equal to 1 week's rent.

defined period means -

(a) if subclause (1) (a) (i) applies - 6 weeks; or

(b) if subclause (1) (a) (ii) applies - 4 weeks; or

(c) if subclause (1) (b) applies - N weeks; or

N is the number worked out as follows

$$\frac{\text{break fee}}{\text{weekly rent payable at the time the tenant ends the agreement}}$$

Termination for breach by Lessor

90. If the Lessor breaches this Tenancy Agreement, and the Tenant wishes to terminate this Tenancy Agreement, the Tenant may either:

(a) apply to the tribunal for an order terminating this Tenancy Agreement; or

(b) give the Lessor written notice of intention to terminate this Tenancy Agreement, in accordance with clause 91.

91. If the Tenant decides to proceed by way of notice to the Lessor, the following procedures apply:

(a) the Tenant must give the Lessor a written notice that the Lessor has 2 weeks to remedy the breach if the breach is capable of remedy;

(b) if the Lessor remedies the breach within that 14-day period - this Tenancy Agreement continues;

(c) if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy - the Tenant must give 2 weeks' notice of intention to vacate;

(d) this Tenancy Agreement terminates on the date specified by the Tenant;

(e) rent is payable to the date specified in the notice or to the date that the Tenant vacates the Premises, whichever is the later; and

(f) if the Lessor remedies the breach during the period of the notice of intention to vacate - the Tenant, at the Tenant's option, may withdraw the notice or may terminate this Tenancy Agreement on the date specified in the notice by vacating the Premises on the at date.

Termination of tenancy by Lessor

Termination for failure to pay rent

92. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of non-payment of rent in the following circumstances:

(a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;

(b) the Lessor has served a notice to remedy on the Tenant for the failure to pay the rent, being a notice-

(i) served not earlier than 1 week after the day when the rent was due; and

(ii) containing a statement that if the Tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and this Tenancy Agreement continues;

(c) if all rent is not paid within 1 week of the date of service of the notice to remedy - the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the Premises within 2 weeks of service of the notice to vacate;

(d) no earlier than the date when the notice to vacate is served, the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and evicting the Tenant;

(e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate; and

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

Termination of tenancy for breach other than nonpayment of rent

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

(a) the Lessor must serve a written notice requiring the Tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;

(b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy - the Lessor must give a notice to vacate the Premises within 2 weeks after the date of service of the notice to vacate;

(c) if the Tenant does not vacate the Premises within the period of 2 weeks after the date of service of a notice to vacate - the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and for the eviction of the Tenant; or

(d) if the Tenant breaches the terms of this Tenancy Agreement on 3 occasions on any ground - on the 3rd occasion the Lessor may serve a notice to vacate and need not give the Tenant 2 weeks to remedy the breach.

Termination of periodic tenancy

96. (1) For a periodic tenancy, the Lessor may give the Tenant–

(a) if the Lessor genuinely intends to live in the Premises–8 weeks notice to vacate;

(b) if the Lessor genuinely believes the Lessor's immediate relative intends to live in the Premises–8 weeks notice to vacate;

(c) if the Lessor genuinely believes an interested person intends to live in the Premises–8 weeks notice to vacate;

(d) if the Lessor genuinely intends to sell the Premises–8 weeks notice to vacate;

(e) if the Lessor genuinely intends to reconstruct, renovate or make major repairs to the Premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the Tenant living in the Premises–12 weeks notice to vacate; or

(f) if the Lessor genuinely requires the Premises for a lawful use other than as a home–26 weeks notice to vacate.

(2) A notice to vacate under this clause must be accompanied by written evidence supporting the Lessor's reason for the notice.

Examples - written evidence

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

(3) In this clause:

immediate relative of the Lessor means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

interested person, for the Lessor, means a person who is not an immediate relative of the Lessor but who has a close family or personal relationship with the Lessor and who has a reasonable expectation arising from that relationship that the Lessor would provide accommodation for that person.

97. (1) If a Tenant is required to vacate the Premises in accordance with clause 94, the Tenant may vacate the Premises at any time during the 2 weeks before the date specified in the notice to vacate provided the Tenant gives the Lessor 4 days' notice of intention to vacate.

(2) In this case, this tenancy terminates on the date that the Tenant vacates the Premises.

Notice of address for service

98. (1) At the commencement of this tenancy, the Lessor and the Tenant must each give:

(a) an address for service of termination notices; and

(b) an address for service of other notices.

(2) If a person's address for service changes during the tenancy, the person must tell the other party about the new address within 2 weeks of the change.

99. On vacating the Premises, the Tenant must advise the Lessor of a forwarding address.

100. If 2 or more people are stated as the Tenant, except where this agreement otherwise provides, they do so as joint Tenants.

Disclaimer: *This precedent document is a templated guide for use by those persons with the knowledge, skill and qualifications required to use this precedent to create a document suitable for the transaction. This document does not refer to or contemplate all matters associated with the transaction or attempt to incorporate all laws relevant to the transaction. Users of this document should satisfy themselves as to the accuracy and completeness of this document, and if necessary, seek legal advice regarding the use of this document. To the extent permitted by law, REIACT and BAL Lawyers and their respective contractors and agents are no liable in any way for any loss or damage arising out of or in connection with this precedent document or its use.*

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ANNEXURE A -

TENANCY AGREEMENT

RayWhite

ISSUED BY REIACT REAL ESTATE INSTITUTE OF THE AUSTRALIAN CAPITAL TERRITORY

This Annexure page is to be used only if there is insufficient space in the Schedule. Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
ITEM A	PET CLAUSE PETS APPROVED: No - Tenants must seek landlords consent for a pet. If the landlord has given consent for a pet the following Pet Clause applies: The tenant/s need to ensure the animal is removed or restrained if anyone from Ray White Canberra or acting on the owners behalf attend the property. The tenant/s shall repair, make good or pay for any damages caused by the animal. The tenant/s agree to have the curtains (if required) and carpets professionally cleaned no less than 24 hours before the final inspection and a copy of the receipt is provided to our office. The tenant/s agree to have the property treated by a Professional Pest Control for tick and fleas, no less than 24 hours before the final inspection and a copy of the receipt is provided to our office. The tenant/s are not permitted to replace nominated pet, with an alternate pet or to add additional pets. The tenant(s) are not permitted to mind or allow any animals to visit or stay at the premises other than the pet nominated in this agreement.
ITEM B	MODIFICATIONS TO THE PREMISES If, in accordance with the Standard Residential Tenancy Terms, the Lessor provides its consent for the tenant to undertake modifications, in addition to any conditions notified by the Lessor to the tenant at the time of giving its consent, these conditions apply to any such modification: A suitably qualified and insured tradesperson must undertake the renovation, alteration or addition and any restoration works required by the Lessor at the end of the tenancy. Before any works commence, the Lessor must approve the tradesperson and the tradespersons certificate of insurance must be provided to the Lessor/s Agent. The works must be conducted in such a way as to minimise any damage to the property and not void the Lessors insurance.
ITEM C	ADDITIONAL - the tenant/s are: * to maintain the garden at all times, including mowing, edging, weeding, regular watering and removal of garden debris. * curtains/window treatments will be professionally dry cleaned at tenants expense if they are soiled, smoke stained or greasy from cooking residue or contain pet hair. * to allow open homes when notice has been given, within reason, to prospective new tenants per Legislation. * responsible for insuring own personal contents, belongings and public liability. * required to promptly advise our office of any changes to contact details including phone number and email address within 14 days. * the Lessor/s Agent must be advised of any proposed changes of and approval given before any change in occupants. * required to replace any keys broken, lost or misplaced. In the event of lock change due to tenant neglect, the tenant will provide a new set of keys to the Lessor/s Agent. * responsible for the replacement of light globes, fluorescent tubes and bathroom heat lights when blown * no vehicles are to be parked on the lawns or verge/nature strip.
ITEM D	E-BIKES & E-SCOOTERS SPECIAL CONDITION Prohibition on Charging E-Bikes and E-Scooters - The Tenant must not charge or store electric bicycles (e-bikes) or electric scooters (e-scooters) or their batteries within the premises, including but not limited to inside the dwelling, garages, balconies, or common areas. - This restriction is in place due to fire safety concerns. Any breach of this clause will be considered a significant violation of the lease agreement and may result in termination of the tenancy.

INITIALS Initial Initial

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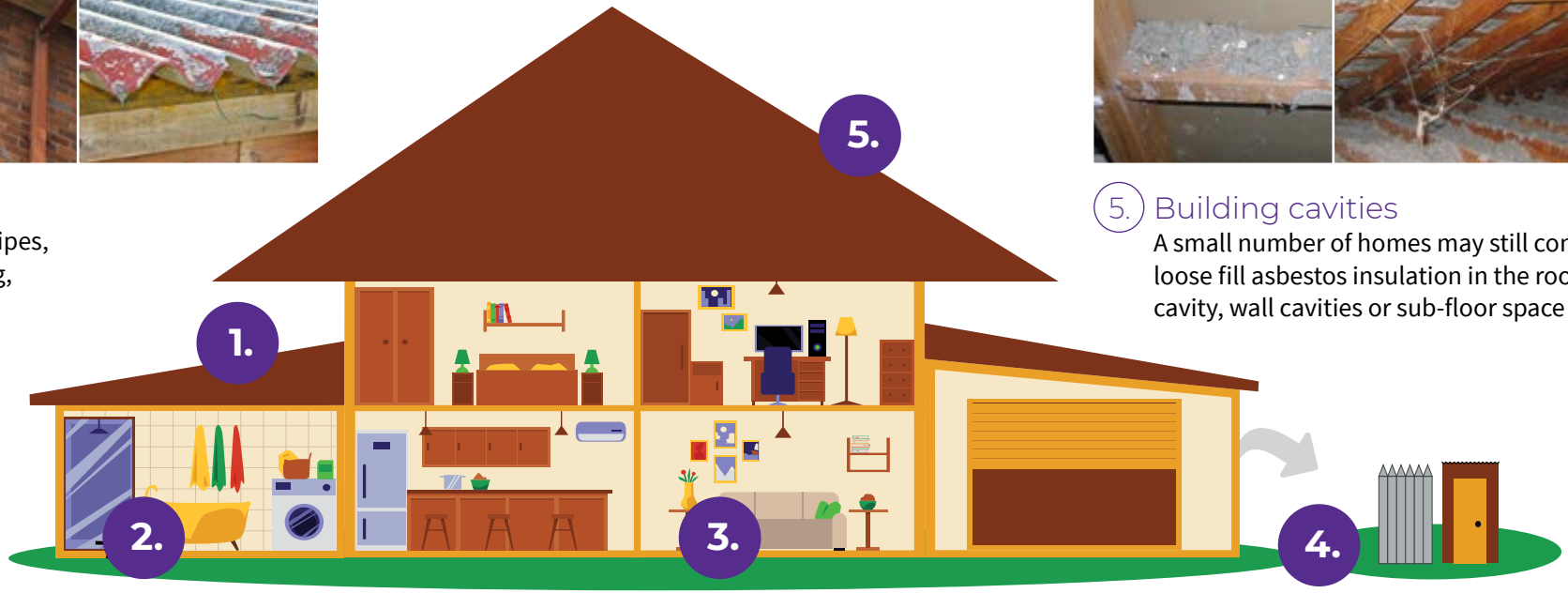
If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

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

ACT Government

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.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

Product	Title Details
Date/Time	28/04/2026 02:37PM
Customer Reference	AC:20260299
Order ID	20260428001084
Cost	$35.00

Volume 2184 **Folio** 81 **Edition** 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Braddon Section 18 Block 2 on Deposited Plan 6 with 245 units on Unit Plan 4124

Unit 31 (Class A) entitlement 39 of 10000, 3 subsidiaries

Braddon Section 18 Block 3 on Deposited Plan 6 with 245 units on Unit Plan 4124

Unit 31 (Class A) entitlement 39 of 10000, 3 subsidiaries

Braddon Section 18 Block 4 on Deposited Plan 6 with 245 units on Unit Plan 4124

Unit 31 (Class A) entitlement 39 of 10000, 3 subsidiaries

Lease commenced on 26/05/2015, terminating on 19/04/2114

Proprietor

GRIFFIN THOMAS BLACK

23 CONLON CRESCENT, THEODORE ACT 2905

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
16/05/2023	3243941	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

End of interests

ADMINISTRATIVE INTERESTS

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

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201017671	Development Application	27/05/2010	DA - RECONSIDERATION	APPROVAL CONDITIONAL	06/06/2011

Description
LEASE VARIATION. Vary the purpose clause to read as follows: To use the premises only for one or more of the following: (i) hotel and motel purposes incorporating as subsidiary use bar and/or restaurant and convention facility

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Unregistered dealings have not been formally recorded in the register.

following: (i) hotel and motel purposes incorporating as subsidiary use bar and/or restaurant and convention facility which may also be used for training, promotion exhibition and/or occasional sales PROVIDED ALWAYS THAT retail sale are conducted in connection with a convention or one off exhibitions; (ii) community use; (iii) non retail commercial; (iv) restaurant PROVIDED THAT the gross floor area does not exceed 500 square metres; (v) shop(limited to personal services) PROVIDED THAT the gross floor area does not exceed 400 square metres; (vi) communications facility; (vii) club (viii) drink establishment; (ix) indoor recreation facility; (x) residential with a maximum of 205 dwelling units. That the combined gross floor area of all building does not exceed 27,600 square metres.

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201119628	Development Application	05/05/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/11/2011

Description

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Proposed amendments to DA approval - Amendments include alterations to elevation facade elements, parking & vehicular drive lane, planning change to either the unit type or floor plan, dimensional change and building services or structural alterations.

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201222277	Development Application	01/11/2012	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	10/01/2013

Description
LEASE VARIATION-Please see application for full description

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Product	Title Details
Date/Time	28/04/2026 02:40PM
Customer Reference	AC: 20260299
Order ID	20260428001093
Cost	$35.00

Volume 2184 **Folio** 50 **Edition** 2

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Braddon Section 18 Block 2 on Deposited Plan 6 with 245 units on Unit Plan 4124

Braddon Section 18 Block 3 on Deposited Plan 6 with 245 units on Unit Plan 4124

Braddon Section 18 Block 4 on Deposited Plan 6 with 245 units on Unit Plan 4124

Lease commenced on 26/05/2015, terminating on 19/04/2114

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4124

c/- Bridge Strata Pty Ltd, PO Box 164 Jamison ACT 2614

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
02/11/2016	2057945	Application to Note Special Resolution
01/05/2018	2147606	Application to Note Special Resolution
30/07/2018	2165447	Application to Note Special Resolution
04/12/2023	3275949	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201017671	Development Application	27/05/2010	DA - RECONSIDERATION	APPROVAL CONDITIONAL	06/06/2011

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201119628	Development Application	05/05/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/11/2011

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Unregistered dealings have not been formally recorded in the register.

Description
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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201222277	Development Application	01/11/2012	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	10/01/2013

Description
LEASE VARIATION-Please see application for full description

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

PHONE: 62071923

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	31	Block	2	Section	18	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) N/A	( )	( )

Certificate Number: Dated:

Please Note: There are no development covenants within the current unit's plan, therefore a Compliance Certificate is not applicable. A Certificate of Compliance was issued on the previous surrendered Crown Lease.

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 : Colquhoun Murphy

E-mail Address :

Client Reference : AC: 20260299

Date: 30-APR-26 11:17:51

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

INFORMATION ABOUT THE PROPERTY

BRADDON Section 18/Block 2/Unit 31 — Building Class: A

Area(m2): 2,090.3
Unimproved Value: $17,100,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

BRADDON Section 18/Block 3/Unit 31 — Building Class: A

Area(m2): 2,090.3
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.

BRADDON Section 18/Block 4/Unit 31 — Building Class: A

Area(m2): 2,090.3
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201222277 **Lodged** 01-NOV-12 **Type** See Subclass

-- Application Details ----------

Description

LEASE VARIATION-Please see application for full description

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	

-- Involved Parties ----------

Role	Name
Lessee	Australian Executor Trustee Li
Applicant	Colliers International
Representor	Stephen Jeffries

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201119628 **Lodged** 05-MAY-11 **Type** See Subclass

-- Application Details ----------

Description

Proposed amendments to DA approval - Amendments include alterations to elevation facade elements, parking & vehicular drive lane, planning change to either the unit type or floor plan, dimensional change and building services or structural alterations.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Representor	Jack Kershaw
Lessee	1111111111111
Applicant	May & Russell Architects
Representor	Jed-R Pty Ltd
Representor	Samuel Malouf
Representor	Capital Executive Apartment Ho

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201119628 **Lodged** 05-MAY-11 **Type** See Subclass

-- Application Details ----------

Description

Proposed amendments to DA approval - Amendments include alterations to elevation facade elements, parking & vehicular drive lane, planning change to either the unit type or floor plan, dimensional change and building services or structural alterations.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Representor	Jack Kershaw
Lessee	1111111111111
Applicant	May & Russell Architects
Representor	Jed-R Pty Ltd
Representor	Samuel Malouf
Representor	Capital Executive Apartment Ho

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201119628 **Lodged** 05-MAY-11 **Type** See Subclass

-- Application Details ----------

Description

Proposed amendments to DA approval - Amendments include alterations to elevation facade elements, parking & vehicular drive lane, planning change to either the unit type or floor plan, dimensional change and building services or structural alterations.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Representor	Jack Kershaw
Lessee	1111111111111
Applicant	May & Russell Architects
Representor	Jed-R Pty Ltd
Representor	Samuel Malouf
Representor	Capital Executive Apartment Ho

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional

Application DA201017671 **Lodged** 27-MAY-10 **Type** See Subclass

-- Application Details ----------

Description

LEASE VARIATION. Vary the purpose clause to read as follows:

To use the premises only for one or more of the following:

(i) hotel and motel purposes incorporating as subsidiary use bar and/or restaurant and convention facility which may also be used for training, promotion exhibition and/or occasional sales PROVIDED ALWAYS THAT retail sale are conducted in connection with a convention or one off exhibitions;
(ii) community use;
(iii) non retail commercial;
(iv) restaurant PROVIDED THAT the gross floor area does not exceed 500 square metres;
(v) shop(limited to personal services) PROVIDED THAT the gross floor area does not exceed 400 square metres;
(vi) communications facility;
(vii) club
(viii) drink establishment;
(ix) indoor recreation facility;
(x) residential with a maximum of 205 dwelling units.

That the combined gross floor area of all building does not exceed 27,600 square metres.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Lessee	Austrralian Executer Trustees
Applicant	Colliers International

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional
Da - Reconsideration	Approval Conditional

Application DA201017671 **Lodged** 27-MAY-10 **Type** See Subclass

-- Application Details ----------

Description

LEASE VARIATION. Vary the purpose clause to read as follows:

To use the premises only for one or more of the following:

(i) hotel and motel purposes incorporating as subsidiary use bar and/or restaurant and convention facility which may also be used for training, promotion exhibition and/or occasional sales PROVIDED ALWAYS THAT retail sale are conducted in connection with a convention or one off exhibitions;
(ii) community use;
(iii) non retail commercial;
(iv) restaurant PROVIDED THAT the gross floor area does not exceed 500 square metres;
(v) shop(limited to personal services) PROVIDED THAT the gross floor area does not exceed 400 square metres;
(vi) communications facility;
(vii) club
(viii) drink establishment;
(ix) indoor recreation facility;
(x) residential with a maximum of 205 dwelling units.

That the combined gross floor area of all building does not exceed 27,600 square metres.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Lessee	Austrralian Executer Trustees
Applicant	Colliers International

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional
Da - Reconsideration	Approval Conditional

Application DA201017671 **Lodged** 27-MAY-10 **Type** See Subclass

-- Application Details ----------

Description

LEASE VARIATION. Vary the purpose clause to read as follows:

To use the premises only for one or more of the following:

(i) hotel and motel purposes incorporating as subsidiary use bar and/or restaurant and convention facility which may also be used for training, promotion exhibition and/or occasional sales PROVIDED ALWAYS THAT retail sale are conducted in connection with a convention or one off exhibitions;
(ii) community use;
(iii) non retail commercial;
(iv) restaurant PROVIDED THAT the gross floor area does not exceed 500 square metres;
(v) shop(limited to personal services) PROVIDED THAT the gross floor area does not exceed 400 square metres;
(vi) communications facility;
(vii) club
(viii) drink establishment;
(ix) indoor recreation facility;
(x) residential with a maximum of 205 dwelling units.

That the combined gross floor area of all building does not exceed 27,600 square metres.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Lessee	Austrralian Executer Trustees
Applicant	Colliers International

-- Activities ----------

Activity Name	Status
Merit Track	Approval Conditional
Da - Reconsideration	Approval Conditional

Application DA980637 **Lodged** 23-FEB-98 **Type** Non-residential

-- Application Details ----------

Description

Replace existing signs.
Relocate gymnasium.
Erect one additional sign.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Applicant	Country Comfort Inn
Contact	Fraser
Lessee	Perpetual Trustee Company Ltd

-- Activities ----------

Activity Name	Status
Da - With Dap. (Level 2)	Approved

Application DA980637 **Lodged** 23-FEB-98 **Type** Non-residential

-- Application Details ----------

Description

Replace existing signs.
Relocate gymnasium.
Erect one additional sign.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Applicant	Country Comfort Inn
Contact	Fraser
Lessee	Perpetual Trustee Company Ltd

-- Activities ----------

Activity Name	Status
Da - With Dap. (Level 2)	Approved

Application DA980637 **Lodged** 23-FEB-98 **Type** Non-residential

-- Application Details ----------

Description

Replace existing signs.
Relocate gymnasium.
Erect one additional sign.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	18	2-2	
Canberra Central	Braddon	18	3-3	
Canberra Central	Braddon	18	4-4	

-- Involved Parties ----------

Role	Name
Applicant	Country Comfort Inn
Contact	Fraser
Lessee	Perpetual Trustee Company Ltd

-- Activities ----------

Activity Name	Status
Da - With Dap. (Level 2)	Approved

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

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

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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: https://www.accesscanberra.act.gov.au/city-services/contaminated-sites . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

ASBESTOS SEARCH

ACT Government records indicate that a form of asbestos is or has been present on this land. For further information please refer to the Building Conveyancing Report, or contact a licensed Asbestos Assessor for an independent report in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos).

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 the 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 ----

~~Division 12~~

DEPOSITED PLAN No ~~SCDI PLAN No~~ 6

PLAN OF

Subdivision of Secs 18 to 26, 28, 29, 35, 40, 41, 46, 47 at

DIVISION OF BRADDON and CITY (see gazette 31st March 1967)

~~AINSLIE~~

CITY DISTRICT, CANBERRA

FEDERAL TERRITORY

Scale 200 feet to 1 Inch

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

Registrar of Titles

AMENDMENTS

(a, 1-9), (b, 1-8), (c, 1-9) (d, 2-9), (e, 13-20), (f), (g, 2-13), (h, 17-28), (i), (j), (k, 6-9), (l), (m), (n, 1-9), (o, 10-19) (p, 2, 3)(q-9), (r, 1-9), (s, 3, 5), (t) (u, 10 & 11), (v-2), (w, 1 & 2), (x), (y, 8 & 9), (z).

(a, a) ELECTRIC SUPPLY EASEMENT BL 28 SEC 23 (b, b) AMENDED BY REQUEST OF A.S.O. REF. FOLIO No. 67 ON FILE No. 82-2611 J.C. Ransom 2.5.1987

(b_) AMENDED BY REQUEST OF A.S.O. REF. FOLIO No. 233 ON FILE No. 82-2611 R/Welsh 12.5.11

(cc) AMENDED BY REQUEST OF L.I.O. REF. FOLIO No. 447 ON FILE No. 82-2611 H.C. Gull 11.5.93

AMENDED BY D.P. No. 8703 ON 19-12-1994

AMENDED BY D.P. No. 8716 ON 18-1-1995

AMENDED SEE D.P. No. 6A.

AMENDED SEE D.P. No. 14

AMENDED SEE D.P. No. 23.

AMENDED SEE D.P. No. 37

~~AMENDED SEE D.P. No. 60.~~

AMENDED SEE D.P. No. 213.

AMENDED SEE D.P. No. 302.

AMENDED SEE D.P. No. 345.

AMENDED SEE D.P. No. 488

AMENDED SEE D.P. No. 736 BY D.P. No. 8603 ON 19-7-1979

AMENDED SEE D.P. No. 26

AMENDED BY D.P. No. 160

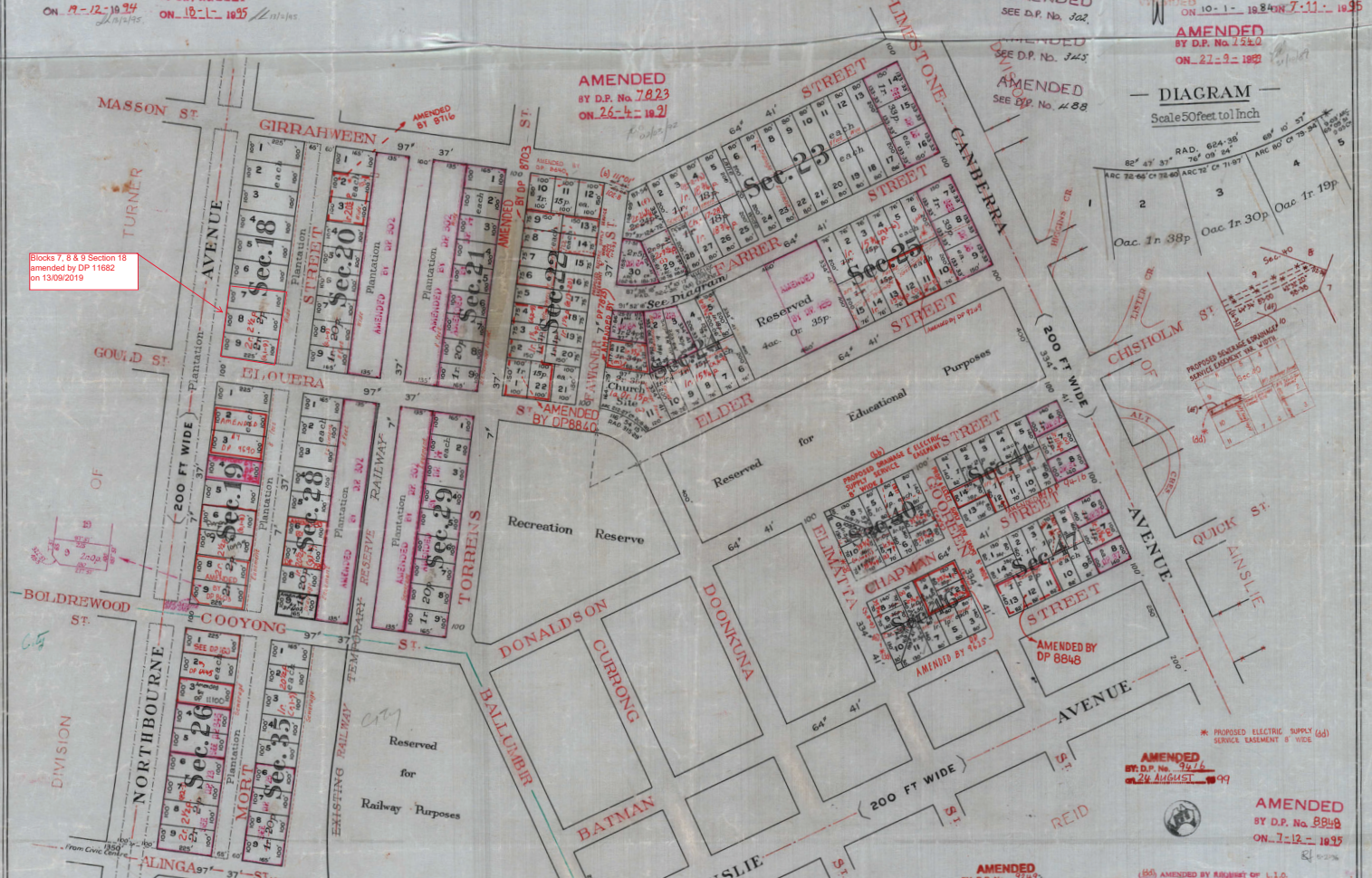
AMENDED BY D.P. No. 8640 ON 28-9-1983

AMENDED BY D.P. No. 6102 ON 10-1-1984

AMENDED BY D.P. No. 8840 ON 7-11-1985

AMENDED BY D.P. No. 7520 ON 27-9-1983

AMENDED BY D.P. No. 7823 ON 26-6-1991



— DIAGRAM —

Scale 50 feet to 1 Inch

* PROPOSED SEWERAGE AND DRAINAGE (de) SERVICE EASEMENT 10' WIDE

* PROPOSED ELECTRIC SUPPLY (dd) SERVICE EASEMENT 8' WIDE

AMENDED BY D.P. No. 9416 on 24 AUGUST 1999

AMENDED BY D.P. No. 8848 ON 7-12-1995

AMENDED BY: D.P. No. 9249 on 11 AUGUST 1998

AMENDED BY D.P. No. 9625 on 31 January 2001

AMENDED BY D.P. No. 9263 on 2 OCTOBER 1998

AMENDED BY D.P. No. 9630 on 30 April 2001

AMENDED BY D.P. No. 10100 on 1st May 2013

AMENDED BY D.P. No. 10999 on 24th August 2012

Surveyor Information Line 163 1347 Chief Surveyor of the ACT 4.1.95

(bb) AMENDED BY REQUEST OF L.I.O. REF. FOLIO No. 361 ON FILE No. 82-2611 J.C. Ransom 6.3.90

(bbb) AMENDED BY REQUEST OF L.I.O. REF. FOLIO No. 438 ON FILE No. 82-2611 R/Welsh 10.2.93

(bb) AMENDED BY REQUEST OF L.I.O. REF. FOLIO No. 770 ON FILE No. 82-2611

(dd) AMENDED BY REQUEST OF ACTEW IDMS REF - AMENDMENTS TO DP'S R. Sterman 12.8.08

NOTE:—

Nomenclature Amended to August 15th 1924.

Easements Added January 14th 1954

Sec. 23 Blks. 1 & 29 Easement Added, Blk 29 Easement delleted 25th April 1967

Drawn by

Examined by

Approved by

Commonwealth Surveyor-General.

Date 24.6.26

F.B. F. 4135

Date of Survey 16th Nov. 1924.

Subscribed and declared before me, at Canberra, this 14th day of June 1925.

J.P.

I, Harry Moust, of Canberra, Federal Territory, Licensed Surveyor, specially licensed under the Real Property Act, 1900, 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 actually 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 I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Licensed Surveyor.

213

DEPOSITED PLAN No. ~~Subdivisional Plan No.~~ 6a

PLAN OF

Amendment of

Block 30, Sec 23. & Block 1, Sec 24.

DIVISION ~~12~~ OF BRADDON

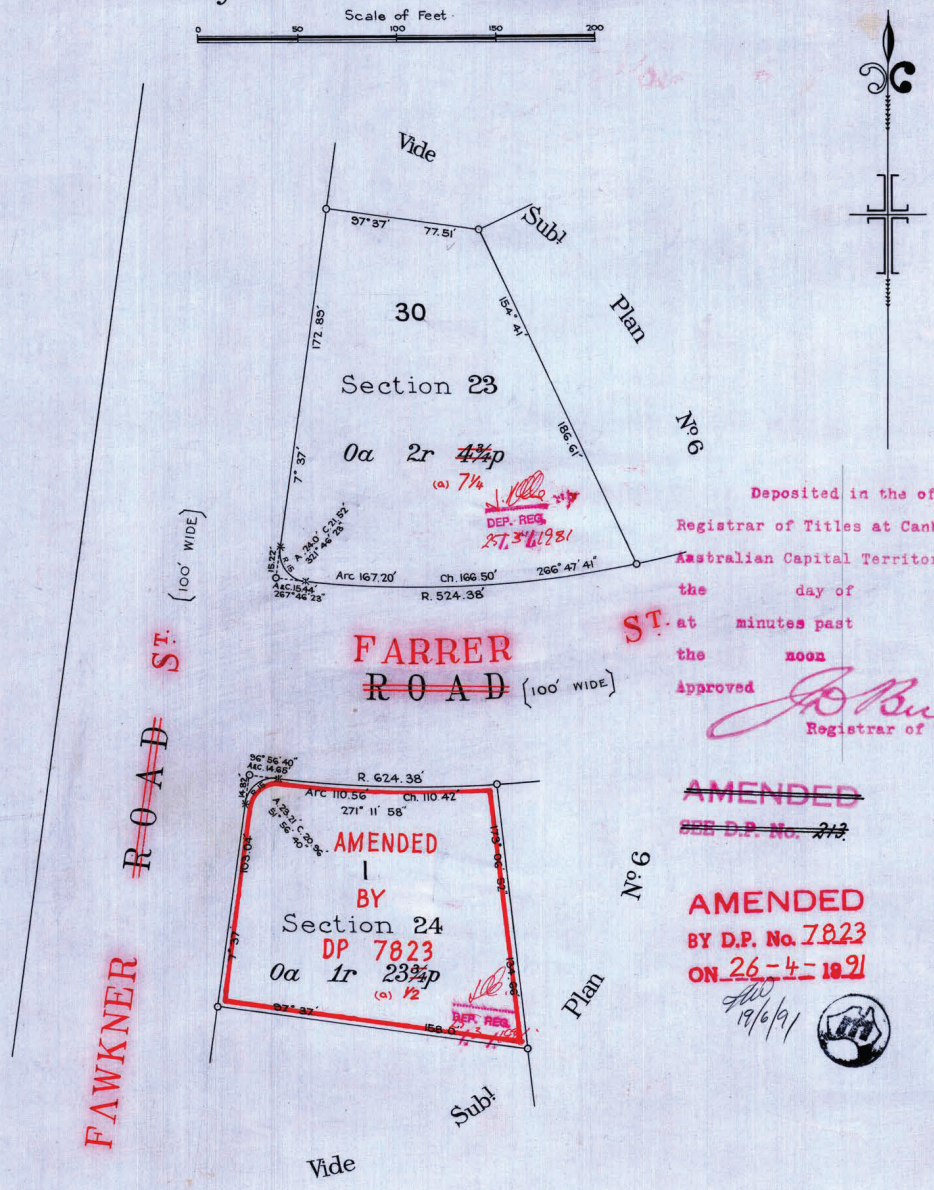
CANBERRA CITY DISTRICT

FEDERAL CAPITAL

Territory for the Seat of Government

Scale of Feet

0 50 100 150 200



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. Burton
Registrar of Titles

~~AMENDED~~
~~SEE D.P. No. 213~~

AMENDED
BY D.P. No. 7823
ON 26-4-1991
19/6/91

NOTE:-
Nomenclature Amended to August 13th 1946
(a) AREAS CHANGED Rd. Newlots 2.6.81

I certify that this plan is the plan prepared in accordance with sub-section 3 of section nine of the Districts Ordinance 1927.
J. Boyle
Commonwealth Surveyor (General)

I, Harry Mouat, of Canberra, in the Territory for the Seat of Government of the Commonwealth a surveyor specially licensed by the Federal Capital Commission under the provisions of the Real Property Ordinance 1925 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shewn 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 shewn (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made under my immediate supervision and I make this solemn declaration by virtue of the statutory Declarations Act 1911-1922 conscientiously believing the statements herein contained to be true in every particular

Declared at Canberra the 30th day of July 1927 before me.

H. Mouat.
Licensed Surveyor

H. Waterman
Commissioner for Declarations under the statutory Declarations Act 1911-1922

Drawn by E.T.N. 29.8.27
Examd by W. M. 29.8.27
DATUM. CITY.
FIELD BOOK F.4135
DATE OF SURVEY 26-5-27

69

Form 1A

Sheet No. 1 of 80

Form 088 - SP

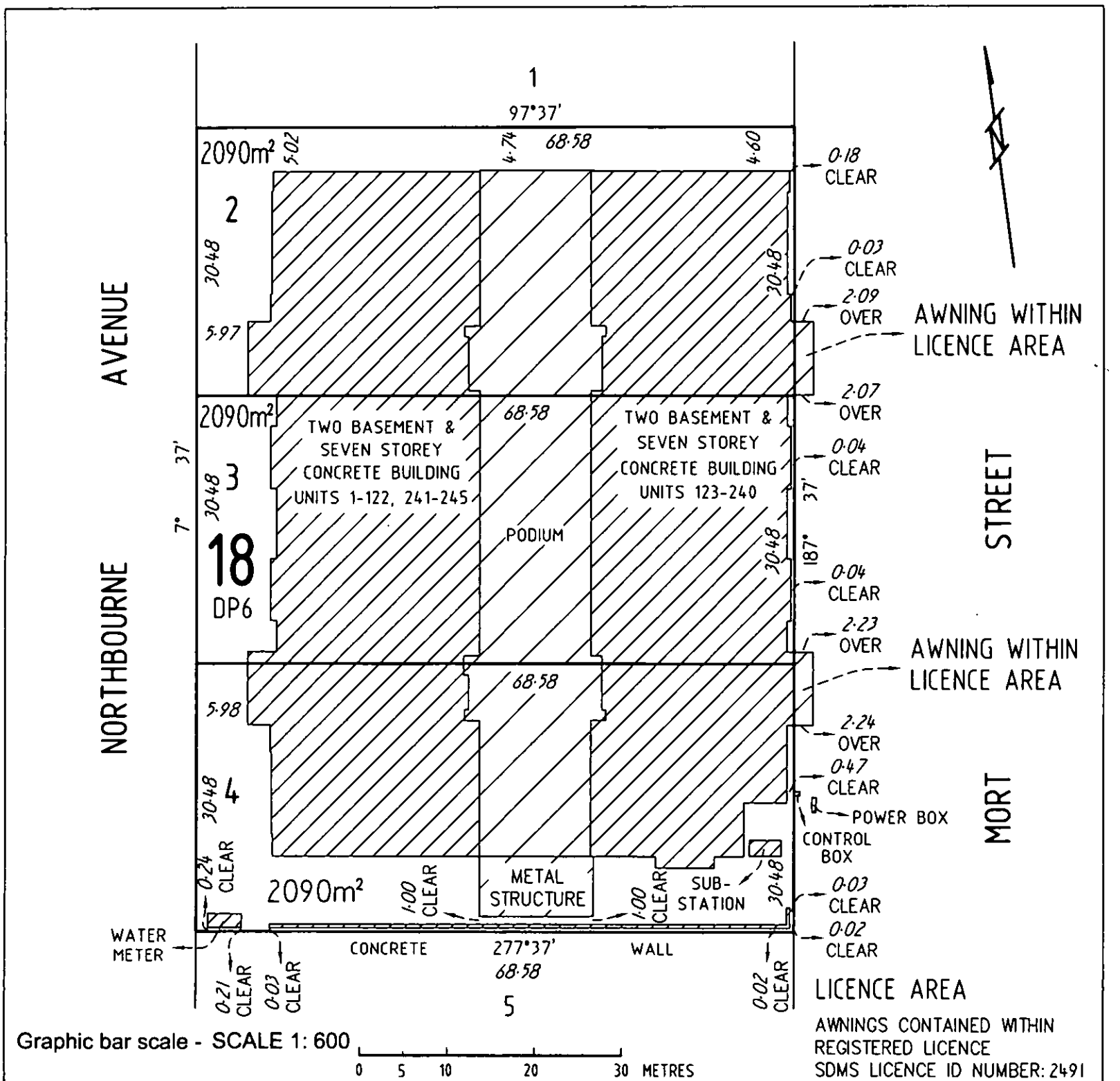
LAND TITLES

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	18	2, 3 & 4	A	4124



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

Australian Executor Trustees Limited by Stephanie Lynch POA 142597 Marque Northbourne Limited by Stephen Brennan POA 142517 Registered Proprietor	David Geoffrey Sloan 17-04-2015 Registered Surveyor	Lyn Tankey Delegate of the ACT Planning and Land Authority

Approved form AF 2010-179 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-29

Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

REF: 08037.01UP

XUP: 20801

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
~~2045 : 97~~ 2180 : 90	BRADDON	18	2, 3 & 4	6	4124

NAME OF MANAGER / OWNERS CORPORATION

LJ HOOKER COMMERCIAL CANBERRA

ADDRESS FOR SERVICE OF NOTICE

GPO BOX 233 CANBERRA, ACT 2601

SURVEYOR'S DECLARATION

I, David Geoffrey Sloan of LANDdata SURVEYS PTY LIMITED

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

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been *made by me / under my immediate supervision (delete whichever is not applicable) and was* completed on 13 - 04 - 2015

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

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

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

OR

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

David Sloan — Signature of Registered Surveyor

17 - 04 - 2015 — Dated

APPROVED UNDER THE *UNIT TITLES ACT 2001*,

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

Lyn Tankey — Delegate of the Authority / Executive

18th May 2015 — Dated

OFFICE USE ONLY

Registered by 26 MAY 2015

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	18	2, 3 & 4

Unit Plan No
4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	54	3	2184	51
2	40	3	2184	52
3	37	3	2184	53
4	40	3	2184	54
5	40	3	2184	55
6	37	3	2184	56
7	51	3	2184	57
8	62	5	2184	58
9	40	3	2184	59
10	40	3	2184	60
11	40	3	2184	61
12	41	3	2184	62
13	41	3	2184	63
14	40	3	2184	64
15	40	3	2184	65
16	40	3	2184	66
17	55	3	2184	67
18	53	3	2184	68
19	39	3	2184	69
20	36	3	2184	70
21	39	3	2184	71
22	39	3	2184	72
23	36	3	2184	73
24	50	3	2184	74
25	61	4	2184	75
Aggregate				

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Volume	Folio
2184	50

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

Dated Eighteenth this day of May 2015

Lyn Tankey
.....
Delegate of the Authority/Executive

David Snowden
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	2, 3 & 4

Unit Plan No
4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	39	3	2184	76
27	39	3	2184	77
28	39	3	2184	78
29	40	3	2184	79
30	40	3	2184	80
31	39	3	2184	81
32	39	3	2184	82
33	39	3	2184	83
34	54	3	2184	84
35	50	4	2184	85
36	38	3	2184	86
37	35	3	2184	87
38	38	3	2184	88
39	38	3	2184	89
40	35	3	2184	90
41	49	3	2184	91
42	59	4	2184	92
43	37	3	2184	93
44	37	3	2184	94
45	37	3	2184	95
46	38	3	2184	96
47	39	3	2184	97
48	37	3	2184	98
49	37	3	2184	99
50	37	3	2184	100
Aggregate				

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Volume	Folio
2184	50

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

Dated Eighteenth this day of May 2015

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General

Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	2, 3 & 4

Unit Plan No
4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	53	3	2185	1
52	49	3	2185	2
53	36	3	2185	3
54	35	3	2185	4
55	37	3	2185	5
56	37	3	2185	6
57	35	3	2185	7
58	48	4	2185	8
59	58	5	2185	9
60	37	3	2185	10
61	37	3	2185	11
62	37	3	2185	12
63	38	3	2185	13
64	38	3	2185	14
65	37	3	2185	15
66	37	3	2185	16
67	37	3	2185	17
68	51	3	2185	18
69	48	3	2185	19
70	36	3	2185	20
71	34	3	2185	21
72	36	3	2185	22
73	36	3	2185	23
74	34	3	2185	24
75	47	4	2185	25
Aggregate				

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Volume	Folio
2184	50

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

Dated Eighteenth this day of May 2015

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General
Deputy Registrar-General

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Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

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Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	2, 3 & 4

Unit Plan No
4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	57	5	2185	26
77	36	3	2185	27
78	36	3	2185	28
79	36	3	2185	29
80	38	3	2185	30
81	38	3	2185	31
82	36	3	2185	32
83	36	3	2185	33
84	36	3	2185	34
85	51	3	2185	35
86	48	4	2185	36
87	35	3	2185	37
88	34	3	2185	38
89	36	3	2185	39
90	36	3	2185	40
91	34	3	2185	41
92	46	3	2185	42
93	56	3	2185	43
94	35	3	2185	44
95	35	3	2185	45
96	35	3	2185	46
97	37	3	2185	47
98	37	3	2185	48
99	36	3	2185	49
100	35	3	2185	50
Aggregate				

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Volume	Folio
2184	50

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

Dated Eighteenth this day of May 2015

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General

Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

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Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block	Unit Plan No
BRADDON	18	2, 3 & 4	4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	35	3	2185	51
102	50	3	2185	52
103	49	3	2185	53
104	36	3	2185	54
105	34	3	2185	55
106	37	3	2185	56
107	37	3	2185	57
108	34	3	2185	58
109	47	3	2185	59
110	58	4	2185	60
111	35	3	2185	61
112	35	3	2185	62
113	35	3	2185	63
114	37	3	2185	64
115	37	3	2185	65
116	35	3	2185	66
117	35	3	2185	67
118	35	3	2185	68
119	49	4	2185	69
120	33	1	2185	70
121	34	2	2185	71
122	38	1	2185	72
123	55	3	2185	73
124	41	3	2185	74
125	41	3	2185	75
Aggregate				

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Volume	Folio
2184	50

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

Dated Eighteenth this day of May 2015

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

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Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	2, 3 & 4

Unit Plan No
4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	41	3	2185	76
127	41	3	2185	77
128	41	3	2185	78
129	41	3	2185	79
130	41	3	2185	80
131	42	3	2185	81
132	45	3	2185	82
133	34	3	2185	83
134	59	5	2185	84
135	59	3	2185	85
136	34	3	2185	86
137	44	3	2185	87
138	54	3	2185	88
139	40	3	2185	89
140	40	3	2185	90
141	40	3	2185	91
142	41	3	2185	92
143	41	3	2185	93
144	40	3	2185	94
145	40	3	2185	95
146	41	3	2185	96
147	44	3	2185	97
148	33	3	2185	98
149	58	3	2185	99
150	58	3	2185	100
Aggregate				

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Volume	Folio
2184	50

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

Dated Eighteenth this day of May 2015

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
BRADDON	18	2, 3 & 4

Unit Plan No
4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	33	3	2186	1
152	43	3	2186	2
153	52	3	2186	3
154	39	3	2186	4
155	39	3	2186	5
156	39	3	2186	6
157	40	3	2186	7
158	40	3	2186	8
159	39	3	2186	9
160	39	3	2186	10
161	40	3	2186	11
162	43	3	2186	12
163	32	3	2186	13
164	57	3	2186	14
165	57	3	2186	15
166	32	3	2186	16
167	43	3	2186	17
168	51	3	2186	18
169	38	3	2186	19
170	38	3	2186	20
171	38	3	2186	21
172	39	3	2186	22
173	39	3	2186	23
174	38	3	2186	24
175	38	3	2186	25
Aggregate				

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Volume	Folio
2184	50

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

Dated Eighteenth this day of May 2015

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General

Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block	Unit Plan No
BRADDON	18	2, 3 & 4	4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	39	3	2186	26
177	42	3	2186	27
178	32	3	2186	28
179	56	3	2186	29
180	56	3	2186	30
181	32	3	2186	31
182	42	3	2186	32
183	51	4	2186	33
184	37	3	2186	34
185	37	3	2186	35
186	37	3	2186	36
187	38	3	2186	37
188	38	3	2186	38
189	37	3	2186	39
190	37	3	2186	40
191	39	3	2186	41
192	50	4	2186	42
193	36	3	2186	43
194	33	3	2186	44
195	36	3	2186	45
196	36	3	2186	46
197	33	3	2186	47
198	36	3	2186	48
199	48	3	2186	49
200	50	3	2186	50
Aggregate				

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

Volume	Folio
2189	50

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Dated Eighteenth this day of May 2015

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General Deputy Registrar-General

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Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	18	2, 3 & 4

Unit Plan No
4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	37	3	2186	51
202	37	3	2186	52
203	37	3	2186	53
204	38	3	2186	54
205	38	3	2186	55
206	37	3	2186	56
207	37	3	2186	57
208	38	3	2186	58
209	49	4	2186	59
210	35	3	2186	60
211	33	3	2186	61
212	36	3	2186	62
213	36	3	2186	63
214	33	3	2186	64
215	35	3	2186	65
216	47	3	2186	66
217	49	3	2186	67
218	36	3	2186	68
219	36	3	2186	69
220	36	3	2186	70
221	38	3	2186	71
222	37	3	2186	72
223	36	3	2186	73
224	36	3	2186	74
225	37	3	2186	75
Aggregate				

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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

Volume	Folio
2184	50

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

Dated Eighteenth this day of May 2015

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
Registrar-General
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	18	2, 3 & 4	4124

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	50	3	2186	76
227	37	3	2186	77
228	34	3	2186	78
229	36	3	2186	79
230	37	3	2186	80
231	34	3	2186	81
232	36	3	2186	82
233	48	3	2186	83
234	46	2	2186	84
235	52	3	2186	85
236	50	2	2186	86
237	51	1	2186	87
238	51	2	2186	88
239	46	2	2186	89
240	56	2	2186	90
241	37	1	2186	91
242	38	2	2186	92
243	38	1	2186	93
244	39	1	2186	94
245	39	1	2186	95
Aggregate	10 000	732		

Australian Executor Trustees Limited
by Stephanie Lynch POA 142597 ..... Signature of Lessee
Marque Northbourne Limited
by Stephen Brennan POA 142517 ..... Signature of Lessee

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Volume	Folio
2184	50

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Dated Eighteenth this day of May 20 15

Lyn Tankey
Delegate of the Authority/Executive

David Snowden
David Snowden
Registrar-General
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 3

Sheet No. 13 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER	

BUILDING	UNIT IDENTIFIER										
					BALCONY		CAR SPACE / GARAGE		STORE ROOM		
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
104 NORTHBOURNE AVENUE	1	61	SEVENTH	708	1	61	2	18	3	24	3
	2	61	SEVENTH	709	1	61	2	23	3	24	3
	3	61	SEVENTH	701	1	61	2	23	3	24	3
	4	61	SEVENTH	702	1	61	2	23	3	24	3
102 NORTHBOURNE AVENUE	5	64	SEVENTH	702	1	64	2	30	3	31	3
	6	64	SEVENTH	701	1	64	2	30	3	31	3
	7	64	SEVENTH	708	1	64	2	27	3	31	3
	8	64	SEVENTH	707	1	64	2, 4	27, 26	3, 5	27, 19	5
	9	64	SEVENTH	706	1	64	2	29	3	31	3
	10	64	SEVENTH	705	1	64	2	30	3	31	3
	11	64	SEVENTH	704	1	64	2	30	3	31	3
	12	64	SEVENTH	703	1	64	2	30	3	31	3
104 NORTHBOURNE AVENUE	13	61	SEVENTH	703	1	61	2	23	3	24	3
	14	61	SEVENTH	704	1	61	2	23	3	24	3
	15	61	SEVENTH	705	1	61	2	23	3	24	3
	16	61	SEVENTH	706	1	61	2	23	3	24	3
	17	61	SEVENTH	707	1	61	2	18	3	24	3
	18	57	SIXTH	608	1	57	2	18	3	24	3
	19	57	SIXTH	609	1	57	2	23	3	24	3
	20	57	SIXTH	601	1	57	2	18	3	24	3
	21	57	SIXTH	602	1	57	2	18	3	24	3
102 NORTHBOURNE AVENUE	22	60	SIXTH	602	1	60	2	25	3	25	3
	23	60	SIXTH	601	1	60	2	25	3	25	3
	24	60	SIXTH	608	1	60	2	26	3	31	3
	25	60	SIXTH	607	1	60	2, 4	26, 26	3	26	4
	26	60	SIXTH	606	1	60	2	30	3	31	3
	27	60	SIXTH	605	1	60	2	30	3	31	3
	28	60	SIXTH	604	1	60	2	30	3	30	3
	29	60	SIXTH	603	1	60	2	30	3	30	3
104 NORTHBOURNE AVENUE	30	57	SIXTH	603	1	57	2	23	3	24	3
	31	57	SIXTH	604	1	57	2	23	3	24	3
	32	57	SIXTH	605	1	57	2	23	3	24	3
	33	57	SIXTH	606	1	57	2	23	3	24	3
	34	57	SIXTH	607	1	57	2	23	3	24	3
	35	53	FIFTH	508	1	53	2, 4	25, 25	3	25	4
	36	53	FIFTH	509	1	53	2	18	3	24	3
	37	53	FIFTH	501	1	53	2	18	3	18	3
	38	53	FIFTH	502	1	53	2	18	3	18	3
102 NORTHBOURNE AVENUE	39	56	FIFTH	502	1	56	2	25	3	25	3
	40	56	FIFTH	501	1	56	2	25	3	25	3
	41	56	FIFTH	508	1	56	2	23	3	24	3
	42	56	FIFTH	507	1	56	2, 4	26, 26	3	26	4
	43	56	FIFTH	506	1	56	2	25	3	25	3
	44	56	FIFTH	505	1	56	2	25	3	25	3
	45	56	FIFTH	504	1	56	2	25	3	25	3
	46	56	FIFTH	503	1	56	2	25	3	25	3
104 NORTHBOURNE AVENUE	47	53	FIFTH	503	1	53	2	18	3	18	3
	48	53	FIFTH	504	1	53	2	18	3	18	3
	49	53	FIFTH	505	1	53	2	18	3	19	3
	50	53	FIFTH	506	1	53	2	18	3	18	3
	51	53	FIFTH	507	1	53	2	23	3	24	3
	52	49	FOURTH	408	1	49	2	23	3	24	3
	53	49	FOURTH	409	1	49	2	18	3	18	3
	54	49	FOURTH	401	1	49	2	23	3	23	3
	55	49	FOURTH	402	1	49	2	23	3	23	3
102 NORTHBOURNE AVENUE	56	52	FOURTH	402	1	52	2	25	3	25	3
	57	52	FOURTH	401	1	52	2	25	3	25	3
	58	52	FOURTH	408	1	52	2, 4	26, 25	3	26	4
	59	52	FOURTH	407	1	52	2, 4	25, 29	3, 5	25, 29	5
	60	52	FOURTH	406	1	52	2	25	3	25	3
	61	52	FOURTH	405	1	52	2	25	3	25	3

Australian Executor Trustees Limited by Stephanie Lynch POA 142597

.....

Marque Northbourne Limited by Stephen Brennan POA 142517

Registered Proprietor

.....Lyn Tankey.....

Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

REF: 08037.01UP

Form 3

Sheet No. 14 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER	

BUILDING	UNIT IDENTIFIER				BALCONY		CAR SPACE / GARAGE		STORE ROOM		
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
102 NORTHBOURNE	62	52	FOURTH	404	1	52	2	25	3	25	3
	63	52	FOURTH	403	1	52	2	25	3	25	3
104 NORTHBOURNE AVENUE	64	49	FOURTH	403	1	49	2	18	3	18	3
	65	49	FOURTH	404	1	49	2	18	3	18	3
	66	49	FOURTH	405	1	49	2	18	3	18	3
	67	49	FOURTH	406	1	49	2	18	3	18	3
	68	49	FOURTH	407	1	49	2	23	3	24	3
	69	45	THIRD	308	1	45	2	23	3	24	3
	70	45	THIRD	309	1	45	2	23	3	23	3
	71	45	THIRD	301	1	45	2	23	3	23	3
	72	45	THIRD	302	1	45	2	23	3	23	3
102 NORTHBOURNE AVENUE	73	48	THIRD	302	1	48	2	30	3	30	3
	74	48	THIRD	301	1	48	2	30	3	30	3
	75	48	THIRD	308	1	48	2, 4	25, 25	3	25	4
	76	48	THIRD	307	1	48	2, 3	25, 25	4, 5	25, 31	5
	77	48	THIRD	306	1	48	2	25	3	25	3
	78	48	THIRD	305	1	48	2	30	3	30	3
	79	48	THIRD	304	1	48	2	30	3	30	3
	80	48	THIRD	303	1	48	2	30	3	30	3
104 NORTHBOURNE AVENUE	81	45	THIRD	303	1	45	2	23	3	23	3
	82	45	THIRD	304	1	45	2	23	3	23	3
	83	45	THIRD	305	1	45	2	23	3	23	3
	84	45	THIRD	306	1	45	2	23	3	23	3
	85	45	THIRD	307	1	45	2	22	3	24	3
	86	41	SECOND	208	1	41	2, 3	22, 22	4	24	4
	87	41	SECOND	209	1	41	2	23	3	23	3
	88	41	SECOND	201	1	41	2	22	3	22	3
	89	41	SECOND	202	1	41	2	22	3	22	3
102 NORTHBOURNE AVENUE	90	44	SECOND	202	1	44	2	29	3	29	3
	91	44	SECOND	201	1	44	2	29	3	29	3
	92	44	SECOND	208	1	44	2	25	3	31	3
	93	44	SECOND	207	1	44	2	30	3	31	3
	94	44	SECOND	206	1	44	2	30	3	30	3
	95	44	SECOND	205	1	44	2	30	3	30	3
	96	44	SECOND	204	1	44	2	30	3	30	3
	97	44	SECOND	203	1	44	2	30	3	30	3
104 NORTHBOURNE AVENUE	98	41	SECOND	203	1	41	2	22	3	22	3
	99	41	SECOND	204	1	41	2	22	3	22	3
	100	41	SECOND	205	1	41	2	23	3	23	3
	101	41	SECOND	206	1	41	2	23	3	23	3
	102	41	SECOND	207	1	41	2	22	3	24	3
	103	37	FIRST	108	1	37	2	22	3	22	3
	104	37	FIRST	109	1	37	2	22	3	22	3
	105	37	FIRST	101	1	37	2	22	3	24	3
	106	37	FIRST	102	1	37	2	22	3	24	3
102 NORTHBOURNE AVENUE	107	40	FIRST	102	1	40	2	27	3	29	3
	108	40	FIRST	101	1	40	2	27	3	29	3
	109	40	FIRST	108	1	40	2	30	3	31	3
	110	40	FIRST	107	1, 2	40, 40	3	30	4	29	4
	111	40	FIRST	106	1	40	2	29	3	29	3
	112	40	FIRST	105	1	40	2	30	3	25	3
	113	40	FIRST	104	1	40	2	30	3	29	3
	114	40	FIRST	103	1	40	2	30	3	29	3
104 NORTHBOURNE AVENUE	115	37	FIRST	103	1	37	2	22	3	24	3
	116	37	FIRST	104	1	37	2	22	3	22	3
	117	37	FIRST	105	1	37	2	22	3	22	3
	118	37	FIRST	106	1	37	2	22	3	22	3
	119	37	FIRST	107	1	37	2, 3	22, 22	4	24	4
102 NORTHBOURNE AVENUE	120	32	GROUND	8			1	36			1
	121	32	GROUND	7			1, 2	36, 36			2
	122	36	GROUND	6			1	36			1

Australian Executor Trustees Limited by
Stephanie Lynch POA 142597

.....

Marque Northbourne Limited by Stephen Brennan POA
142517

Registered Proprietor

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

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REF: 08037.01UP

Form 3

Sheet No. 15 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER	

BUILDING	UNIT IDENTIFIER										
					BALCONY		CAR SPACE / GARAGE		STORE ROOM		
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
53 MORT STREET	123	62	SEVENTH	707	1	62	2	19	3	21	3
	124	62	SEVENTH	706	1	62	2	20	3	21	3
	125	62	SEVENTH	705	1	62	2	20	3	21	3
	126	62	SEVENTH	704	1	62	2	19	3	21	3
	127	62	SEVENTH	703	1	62	2	19	3	21	3
51 MORT STREET	128	63	SEVENTH	703	1	63	2	18	3	18	3
	129	63	SEVENTH	704	1	63	2	18	3	18	3
	130	63	SEVENTH	705	1	63	2	18	3	18	3
	131	63	SEVENTH	706	1	63	2	29	3	31	3
	132	63	SEVENTH	707	1	63	2	29	3	29	3
	133	63	SEVENTH	708	1	63	2	18	3	18	3
	134	63	SEVENTH	702	1	63	2, 4	26, 26	3, 5	26, 25	5
53 MORT STREET	135	62	SEVENTH	702	1	62	2	19	3	24	3
	136	62	SEVENTH	709	1	62	2	20	3	21	3
	137	62	SEVENTH	708	1	62	2	19	3	21	3
	138	58	SIXTH	607	1	58	2	20	3	24	3
	139	58	SIXTH	606	1	58	2	19	3	19	3
	140	58	SIXTH	605	1	58	2	19	3	19	3
	141	58	SIXTH	604	1	58	2	19	3	19	3
	142	58	SIXTH	603	1	58	2	19	3	19	3
51 MORT STREET	143	59	SIXTH	603	1	59	2	26	3	26	3
	144	59	SIXTH	604	1	59	2	19	3	19	3
	145	59	SIXTH	605	1	59	2	18	3	18	3
	146	59	SIXTH	606	1	59	2	29	3	25	3
	147	59	SIXTH	607	1	59	2	30	3	30	3
	148	59	SIXTH	608	1	59	2	18	3	18	3
	149	59	SIXTH	602	1	59	2	26	3	25	3
53 MORT STREET	150	58	SIXTH	602	1	58	2	20	3	24	3
	151	58	SIXTH	609	1	58	2	19	3	24	3
	152	58	SIXTH	608	1	58	2	20	3	24	3
	153	54	FIFTH	507	1	54	2	20	3	24	3
	154	54	FIFTH	506	1	54	2	19	3	19	3
	155	54	FIFTH	505	1	54	2	19	3	19	3
	156	54	FIFTH	504	1	54	2	19	3	19	3
	157	54	FIFTH	503	1	54	2	19	3	19	3
51 MORT STREET	158	55	FIFTH	503	1	55	2	26	3	26	3
	159	55	FIFTH	504	1	55	2	26	3	31	3
	160	55	FIFTH	505	1	55	2	26	3	31	3
	161	55	FIFTH	506	1	55	2	27	3	31	3
	162	55	FIFTH	507	1	55	2	27	3	31	3
	163	55	FIFTH	508	1	55	2	26	3	26	3
	164	55	FIFTH	502	1	55	2	27	3	31	3
53 MORT STREET	165	54	FIFTH	502	1	54	2	20	3	24	3
	166	54	FIFTH	509	1	54	2	19	3	19	3
	167	54	FIFTH	508	1	54	2	20	3	24	3
	168	50	FOURTH	407	1	50	2	21	3	24	3
	169	50	FOURTH	406	1	50	2	19	3	19	3
	170	50	FOURTH	405	1	50	2	19	3	19	3
	171	50	FOURTH	404	1	50	2	19	3	19	3
	172	50	FOURTH	403	1	50	2	19	3	19	3
51 MORT STREET	173	51	FOURTH	403	1	51	2	26	3	26	3
	174	51	FOURTH	404	1	51	2	26	3	26	3
	175	51	FOURTH	405	1	51	2	26	3	26	3
	176	51	FOURTH	406	1	51	2	27	3	27	3
	177	51	FOURTH	407	1	51	2	27	3	31	3
	178	51	FOURTH	408	1	51	2	26	3	26	3
	179	51	FOURTH	402	1	51	2	27	3	31	3
53 MORT STREET	180	50	FOURTH	402	1	50	2	21	3	24	3
	181	50	FOURTH	409	1	50	2	19	3	19	3
	182	50	FOURTH	408	1	50	2	21	3	24	3
	183	46	THIRD	307	1	46	2, 3	20, 21	4	24	4

Australian Executor Trustees Limited by Stephanie Lynch POA 142597

.....

Marque Northbourne Limited by Stephen Brennan POA 142517

Registered Proprietor

Lyn Tankey

.....

Delegate of the ACT Planning and Land Authority

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Form 3

Sheet No. 16 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER	

BUILDING	UNIT IDENTIFIER				BALCONY		CAR SPACE / GARAGE		STORE ROOM		
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
53 MORT STREET	184	46	THIRD	306	1	46	2	20	3	20	3
	185	46	THIRD	305	1	46	2	20	3	20	3
	186	46	THIRD	304	1	46	2	20	3	20	3
	187	46	THIRD	303	1	46	2	20	3	20	3
51 MORT STREET	188	47	THIRD	303	1	47	2	26	3	26	3
	189	47	THIRD	304	1	47	2	26	3	26	3
	190	47	THIRD	305	1	47	2	26	3	26	3
	191	47	THIRD	306	1	47	2	27	3	27	3
	192	47	THIRD	307	1	47	2, 3	26, 27	4	31	4
	193	47	THIRD	308	1	47	2	26	3	26	3
	194	47	THIRD	301	1	47	2	26	3	31	3
	195	47	THIRD	302	1	47	2	27	3	27	3
53 MORT STREET	196	46	THIRD	302	1	46	2	20	3	20	3
	197	46	THIRD	301	1	46	2	30	3	30	3
	198	46	THIRD	309	1	46	2	19	3	19	3
	199	46	THIRD	308	1	46	2	21	3	24	3
	200	42	SECOND	207	1	42	2	20	3	24	3
	201	42	SECOND	206	1	42	2	20	3	20	3
	202	42	SECOND	205	1	42	2	20	3	20	3
	203	42	SECOND	204	1	42	2	20	3	20	3
	204	42	SECOND	203	1	42	2	20	3	20	3
51 MORT STREET	205	43	SECOND	203	1	43	2	27	3	27	3
	206	43	SECOND	204	1	43	2	27	3	27	3
	207	43	SECOND	205	1	43	2	27	3	27	3
	208	43	SECOND	206	1	43	2	27	3	31	3
	209	43	SECOND	207	1	43	2, 3	26, 27	4	31	4
	210	43	SECOND	208	1	43	2	27	3	27	3
	211	43	SECOND	201	1	43	2	27	3	31	3
	212	43	SECOND	202	1	43	2	27	3	27	3
53 MORT STREET	213	42	SECOND	202	1	42	2	20	3	20	3
	214	42	SECOND	201	1	42	2	29	3	29	3
	215	42	SECOND	209	1	42	2	20	3	20	3
	216	42	SECOND	208	1	42	2	20	3	24	3
	217	38	FIRST	107	1	38	2	20	3	24	3
	218	38	FIRST	106	1	38	2	21	3	21	3
	219	38	FIRST	105	1	38	2	21	3	21	3
	220	38	FIRST	104	1	38	2	21	3	21	3
	221	38	FIRST	103	1	38	2	21	3	21	3
51 MORT STREET	222	39	FIRST	103	1	39	2	28	3	28	3
	223	39	FIRST	104	1	39	2	28	3	28	3
	224	39	FIRST	105	1	39	2	28	3	28	3
	225	39	FIRST	106	1	39	2	27	3	27	3
	226	39	FIRST	107	1	39	2	28	3	28	3
	227	39	FIRST	108	1	39	2	28	3	28	3
	228	39	FIRST	101	1	39	2	28	3	27	3
	229	39	FIRST	102	1	39	2	28	3	28	3
53 MORT STREET	230	38	FIRST	102	1	38	2	21	3	21	3
	231	38	FIRST	101	1	38	2	29	3	29	3
	232	38	FIRST	109	1	38	2	20	3	20	3
	233	38	FIRST	108	1	38	2	20	3	24	3
51 MORT STREET	234	33	GROUND	7			1, 2	33, 33			2
	235	33	GROUND	6			1, 2, 3	33, 33, 33			3
	236	33	GROUND	5			1, 2	33, 34			2
	237	33	GROUND	4			1	33			1
	238	34	GROUND	3			1, 2	34, 34			2
	239	34	GROUND	2			1, 2	34, 34			2
	240	34	GROUND	1			1, 2	34, 34			2
102 NORTHBOURNE AVENUE	241	35	GROUND	1			1	35			1
	242	35	GROUND	2			1, 2	36, 35			2
	243	36	GROUND	3			1	36			1
	244	36	GROUND	4			1	36			1
	245	36	GROUND	5			1	36			1

Australian Executor Trustees Limited by Stephanie Lynch POA 142597

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Marque Northbourne Limited by Stephen Brennan POA 142517

Registered Proprietor

Lyn Tankey

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Delegate of the ACT Planning and Land Authority

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Form 3

Sheet No. 17 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER	

LEGEND

S DENOTES STOREROOM

C DENOTES COLUMN

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

# DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF COLUMN

* DENOTES SUBSIDIARY BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN

◧ DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF WALL

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

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

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

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

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

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

Australian Executor Trustees Limited by Stephanie Lynch POA 142597

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Marque Northbourne Limited by Stephen Brennan POA 142517

Registered Proprietor

Lyn Tankey

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Delegate of the ACT Planning and Land Authority

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Form 3

Sheet No. 18 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

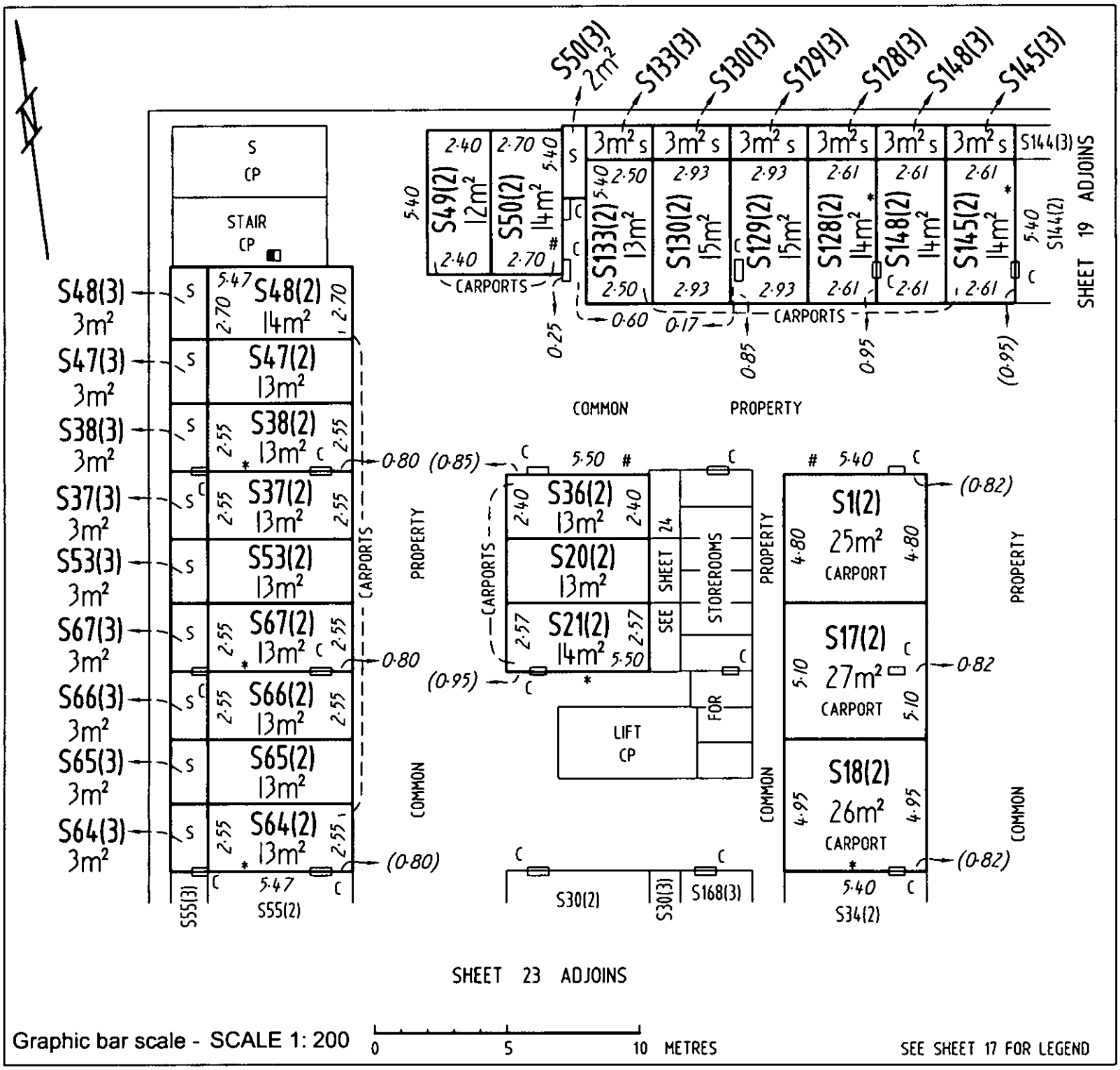
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 17 FOR LEGEND

Australian Executor Trustees Limited by Stephanie Lynch POA 142597

Marque Northbourne Limited by Stephen Brennan POA 142517

Registered Proprietor

Lyn Tankey

Delegate of the ACT Planning and Land Authority

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Sheet No. 19 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

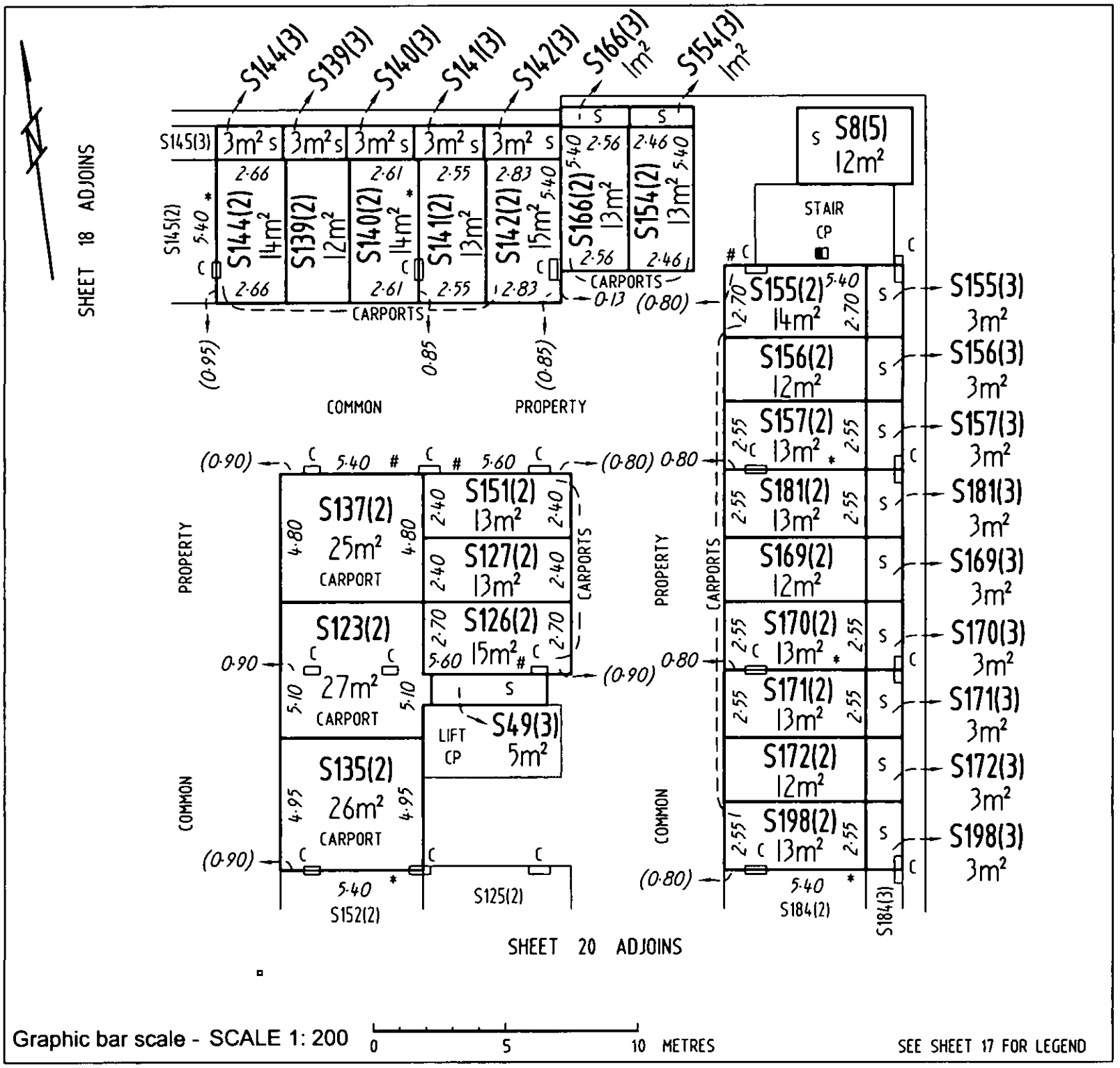
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES



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Form 3

Sheet No. 20 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

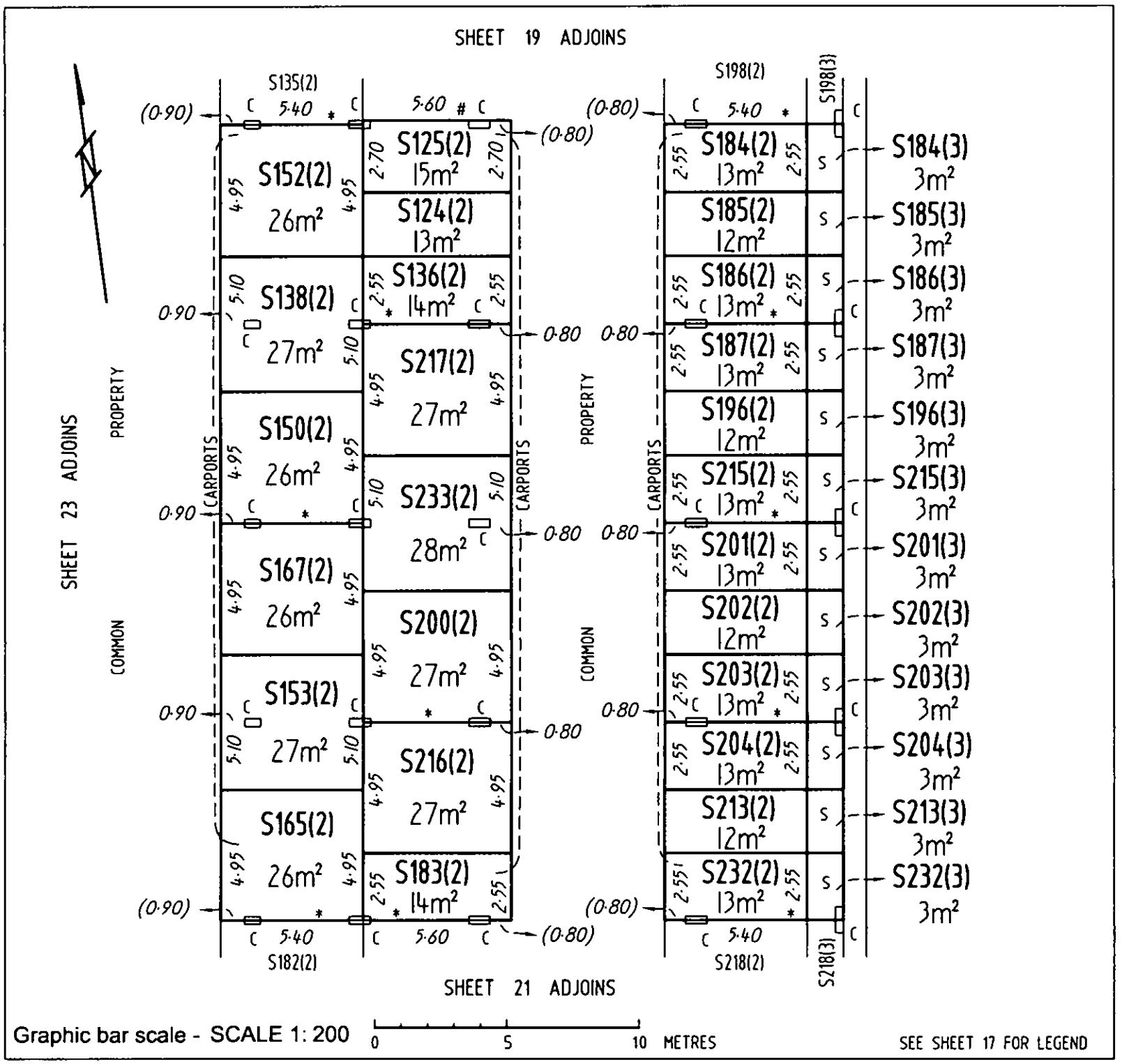
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES



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Form 3

Sheet No. 21 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

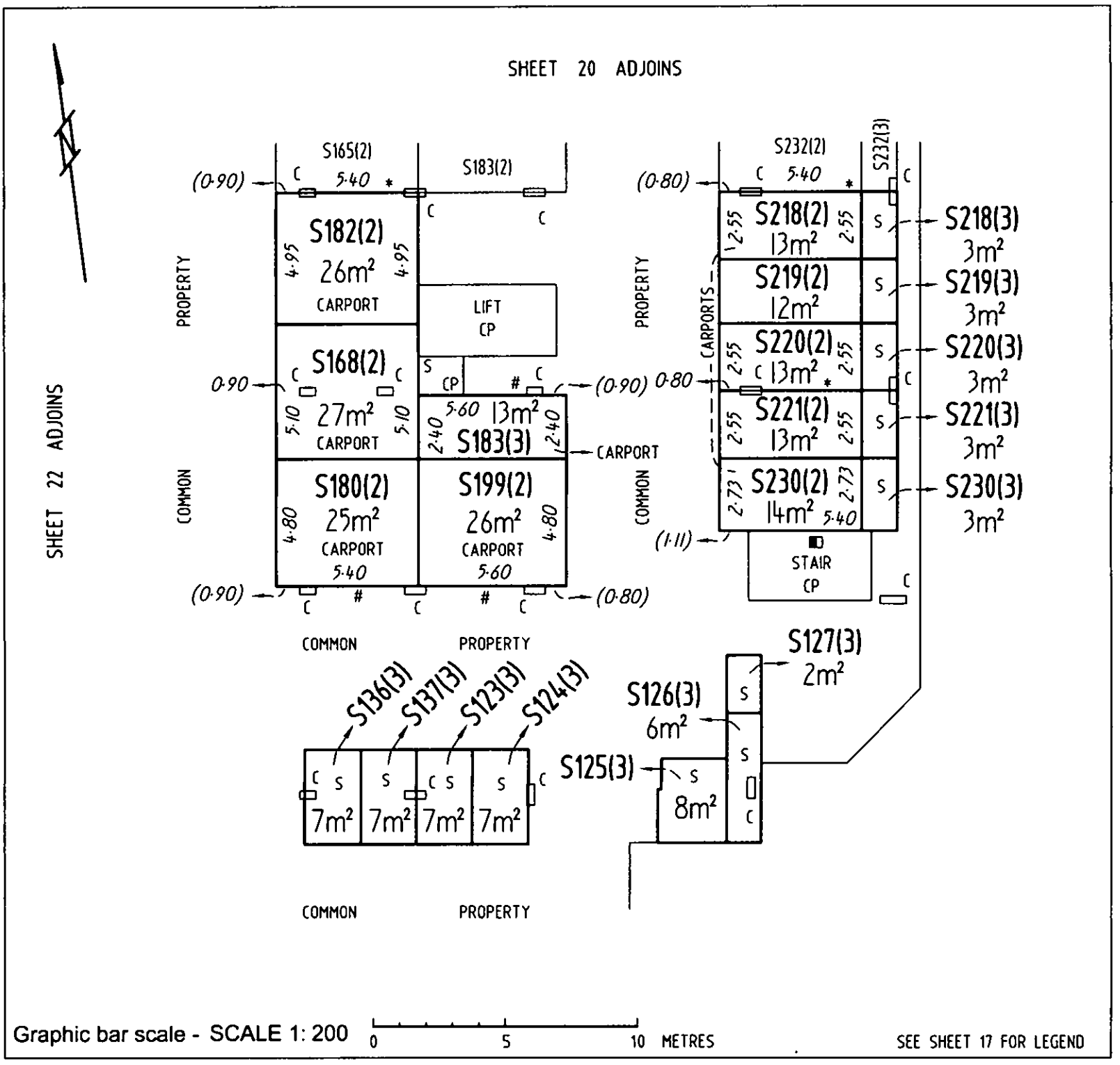
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 17 FOR LEGEND

Australian Executor Trustees Limited by Stephanie Lynch POA 142597

Marque Northbourne Limited by Stephen Brennan POA 142517

Registered Proprietor

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Form 3

Sheet No. 22 of 80

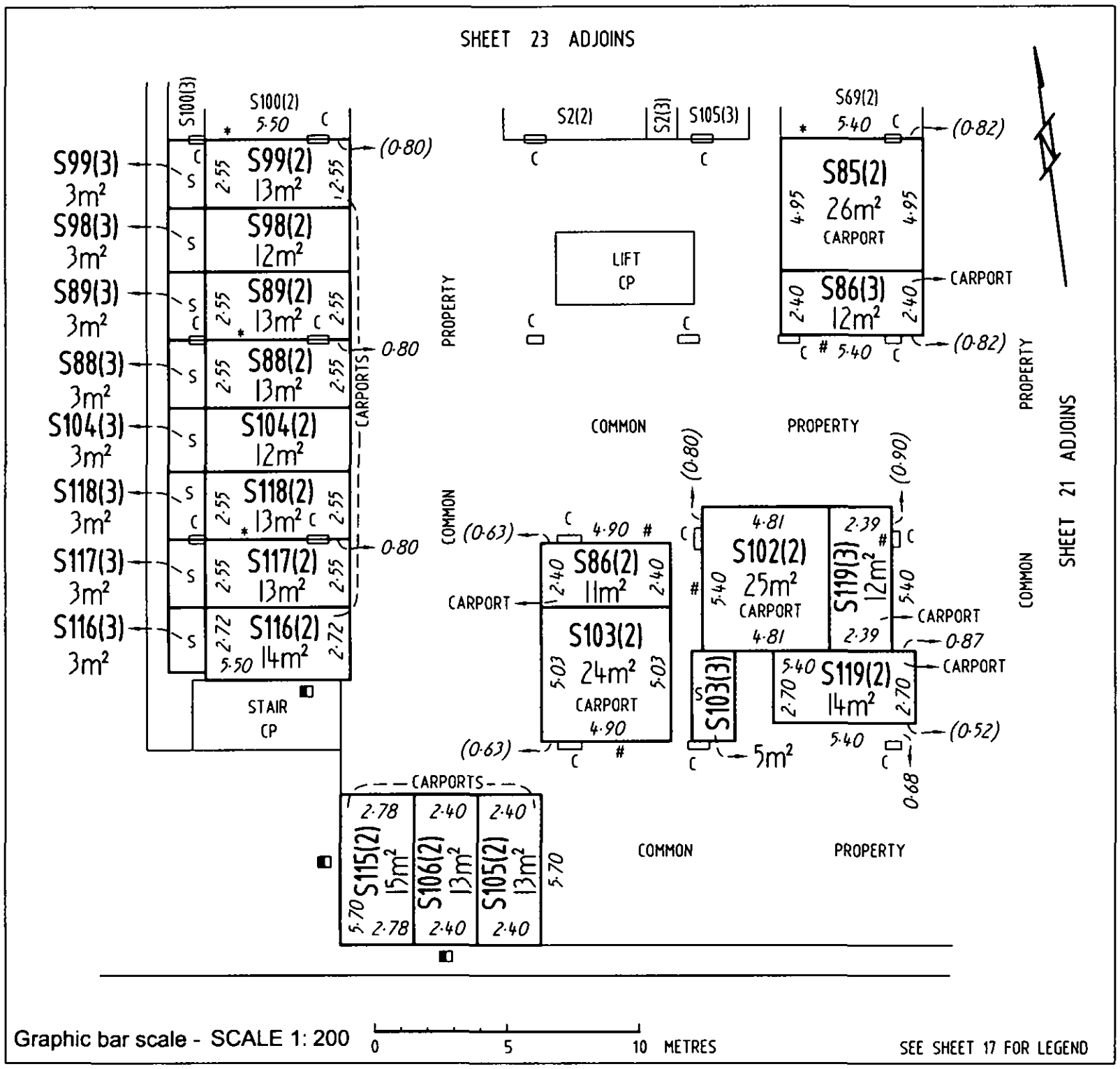
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 200 0 5 10 METRES

SEE SHEET 17 FOR LEGEND

Australian Executor Trustees Limited by Stephanie Lynch POA 142597

Marque Northbourne Limited by Stephen Brennan POA 142517

Registered Proprietor

Lyn Tankey

Delegate of the ACT Planning and Land Authority

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Form 3

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LAND TITLES

OFFICE OF REGULATORY SERVICES

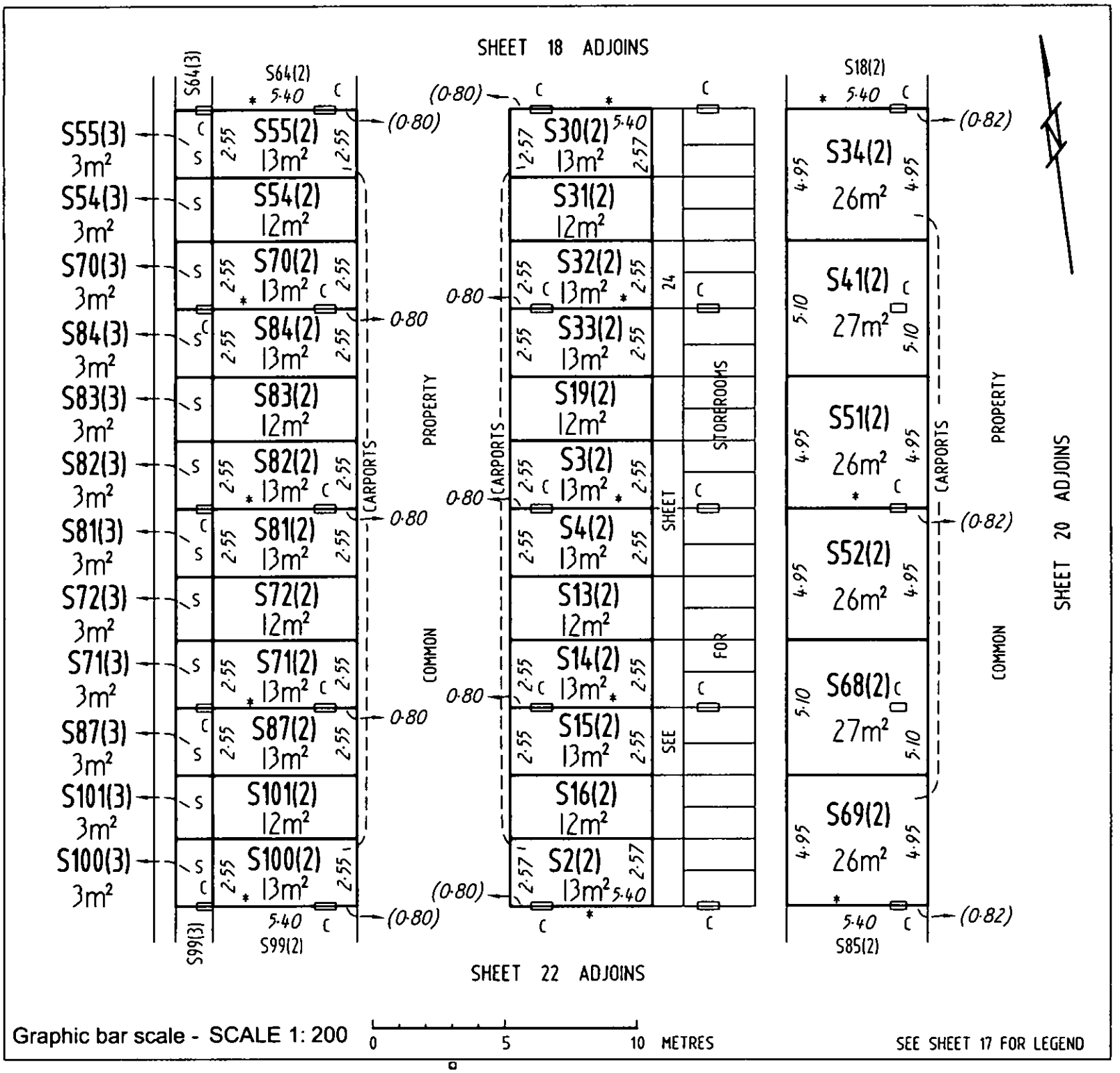
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 2	UNIT SUBSIDIARIES



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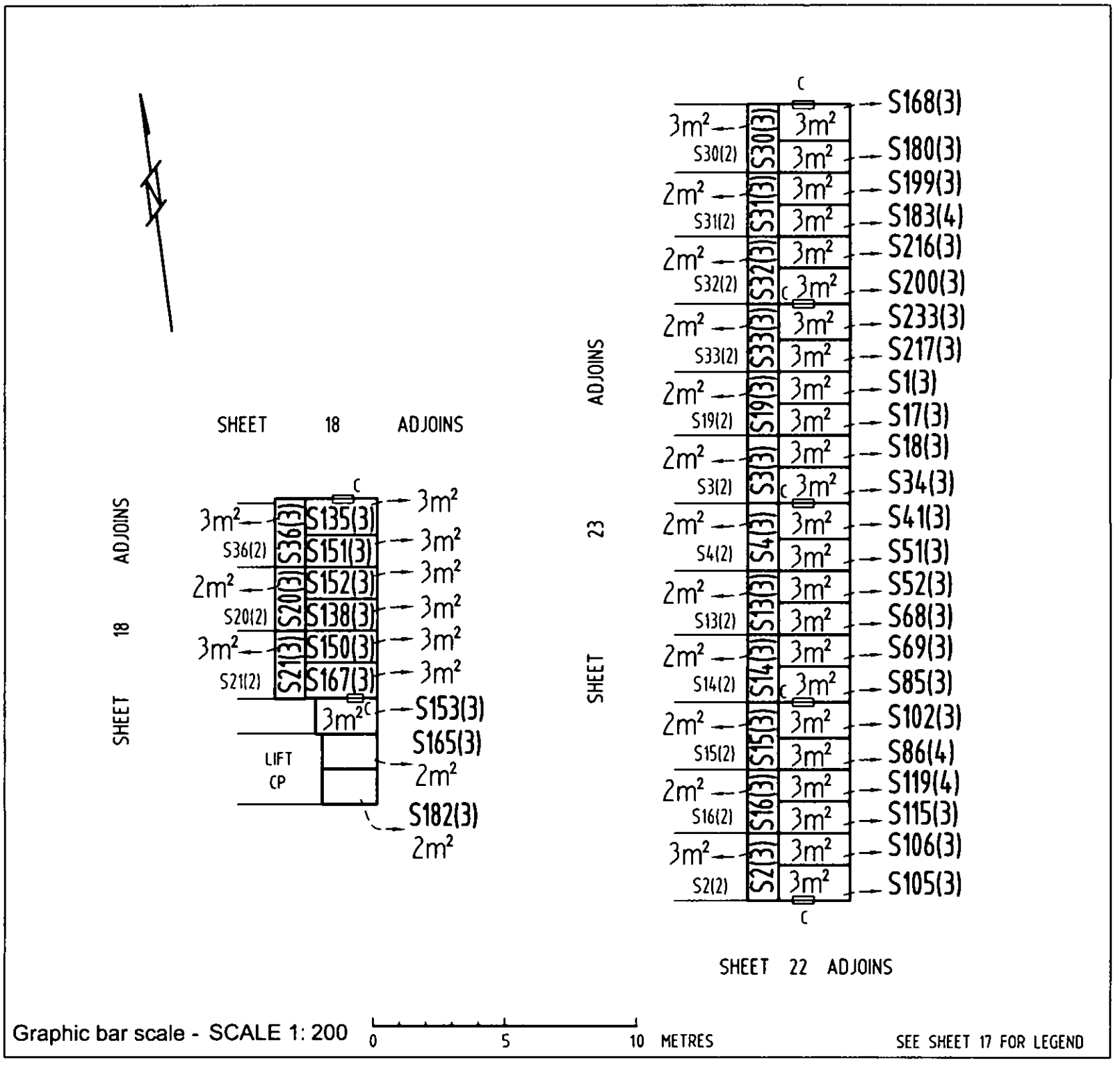
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 2	STOREROOMS



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LAND TITLES

OFFICE OF REGULATORY SERVICES

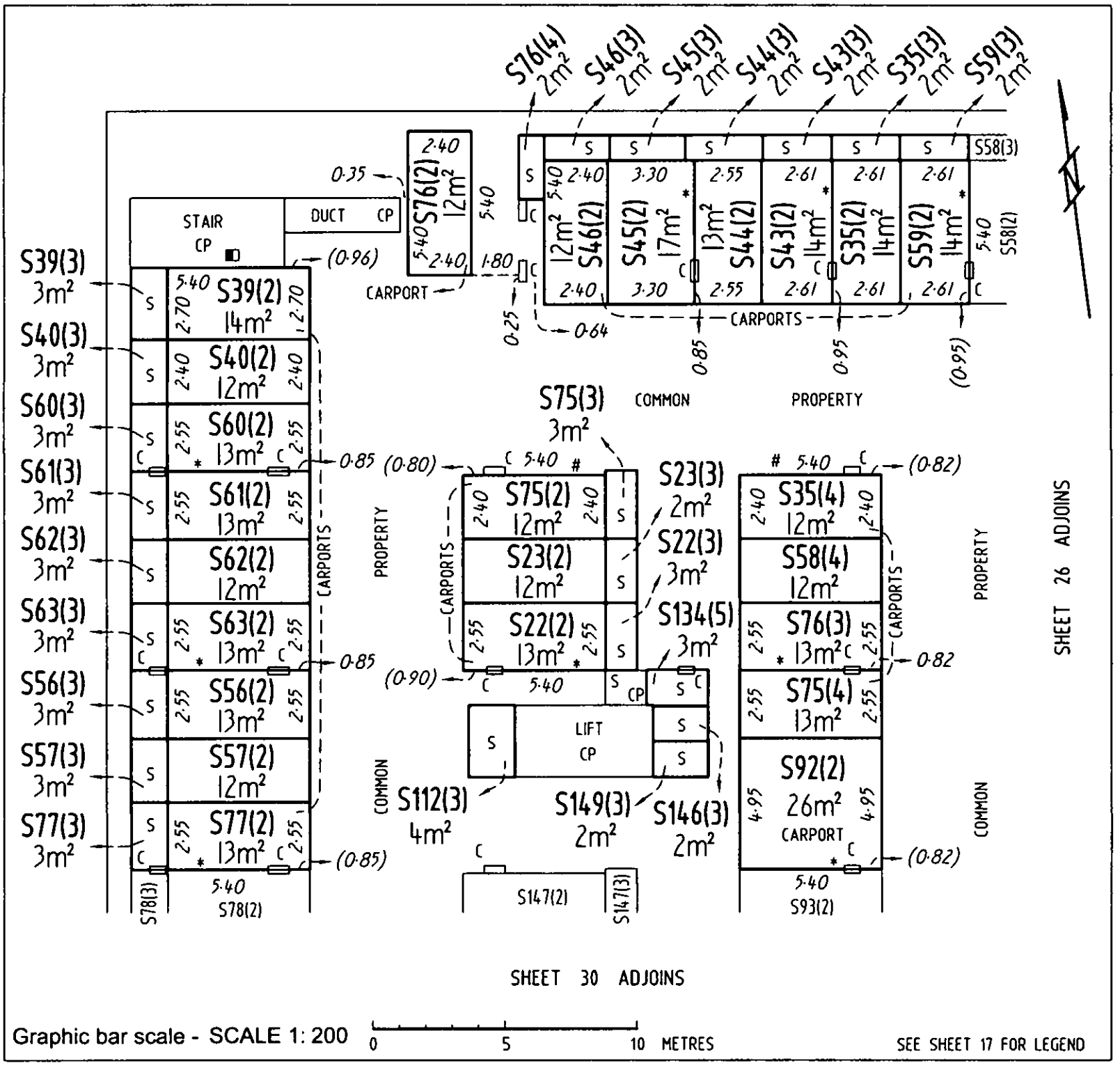
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 1	UNIT SUBSIDIARIES



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LAND TITLES

OFFICE OF REGULATORY SERVICES

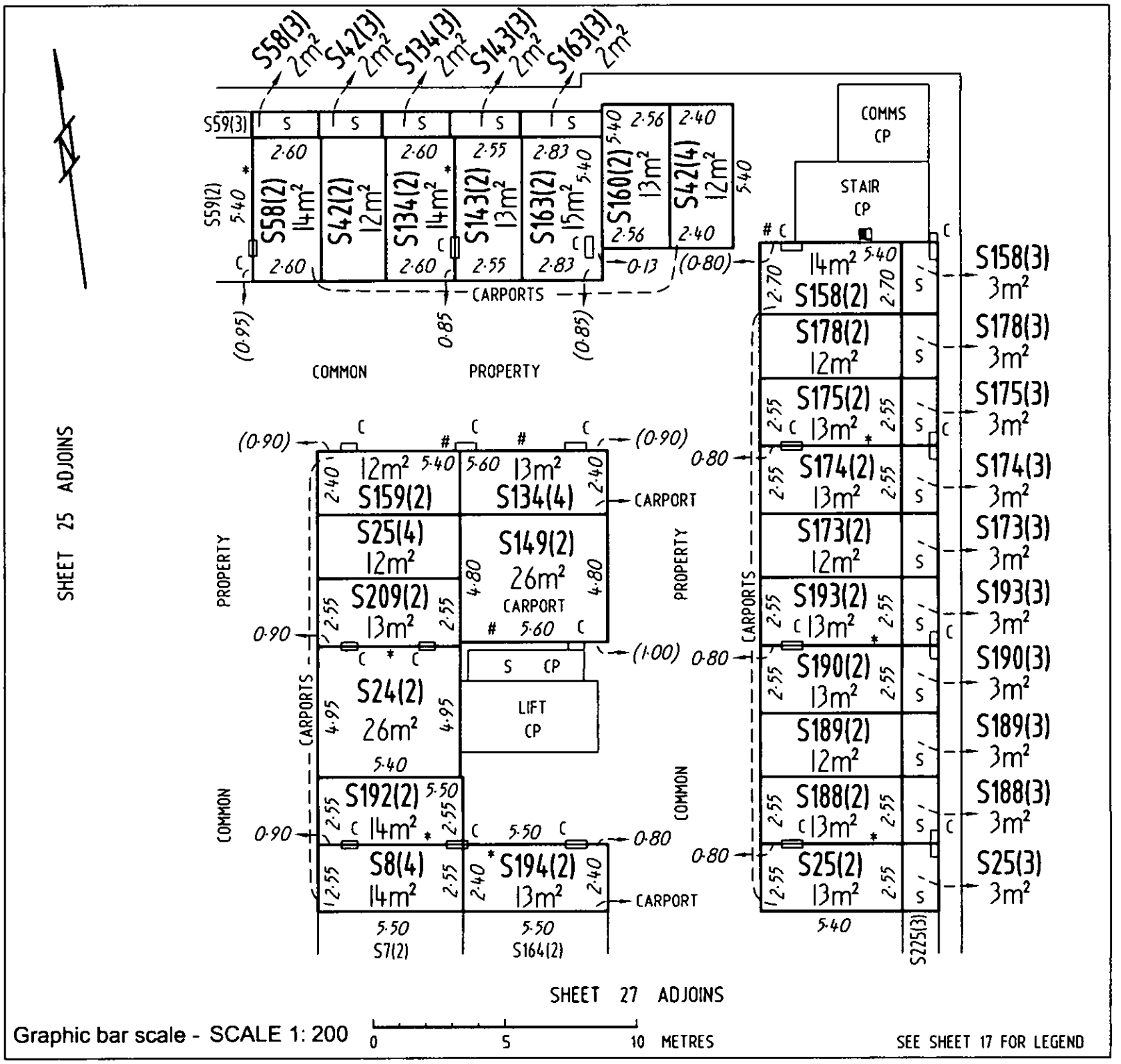
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 1	UNIT SUBSIDIARIES



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LAND TITLES

OFFICE OF REGULATORY SERVICES

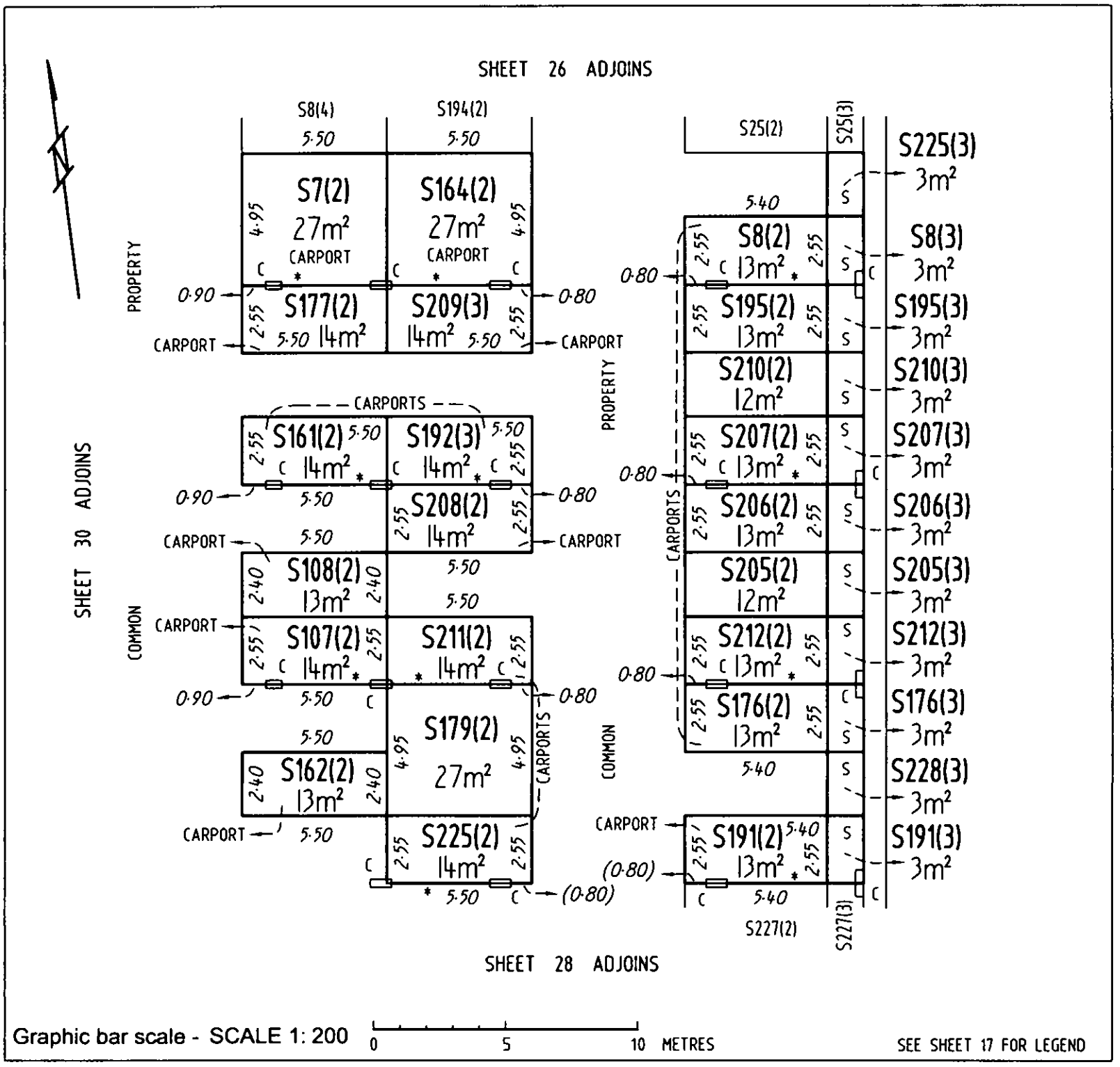
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 1	UNIT SUBSIDIARIES



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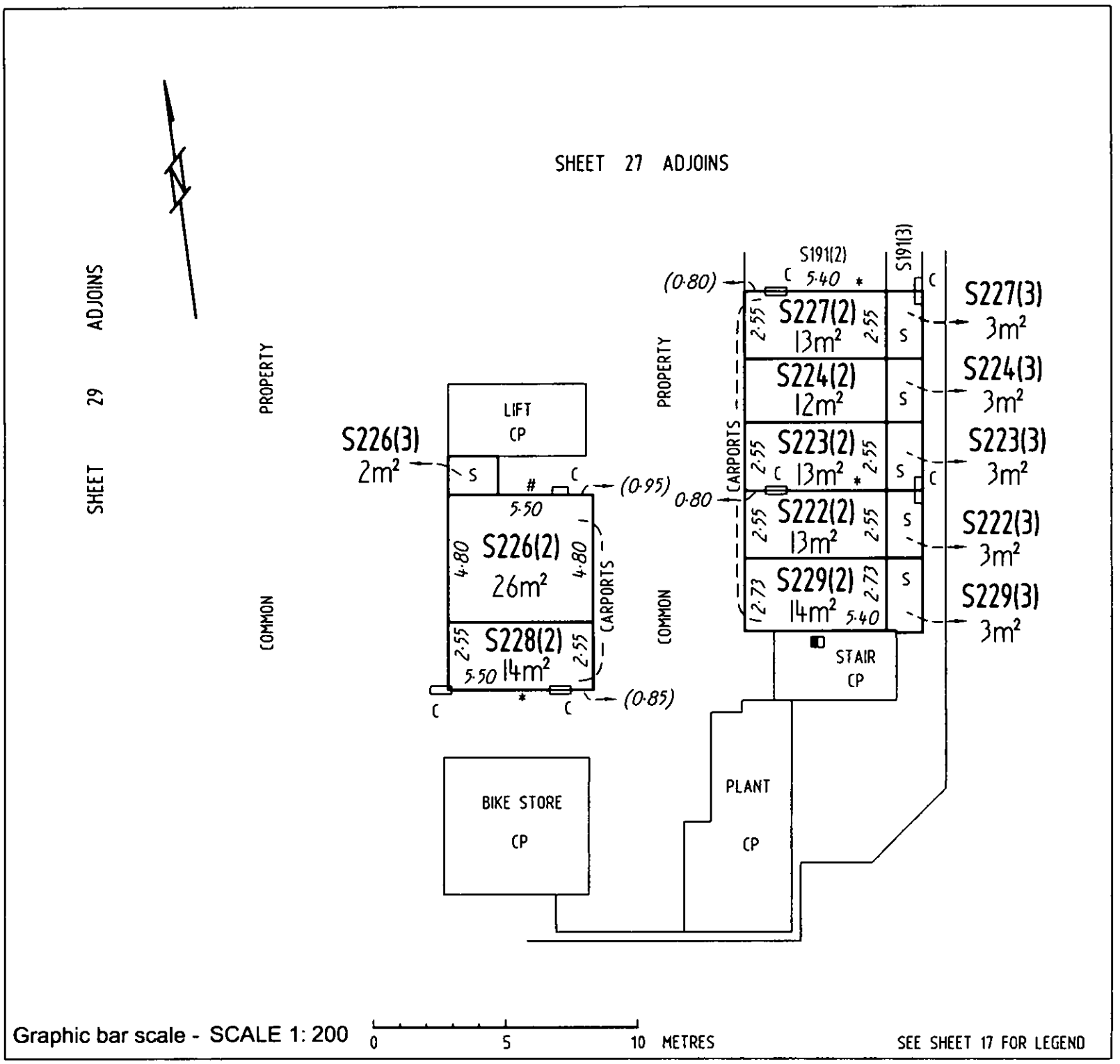
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 1	UNIT SUBSIDIARIES



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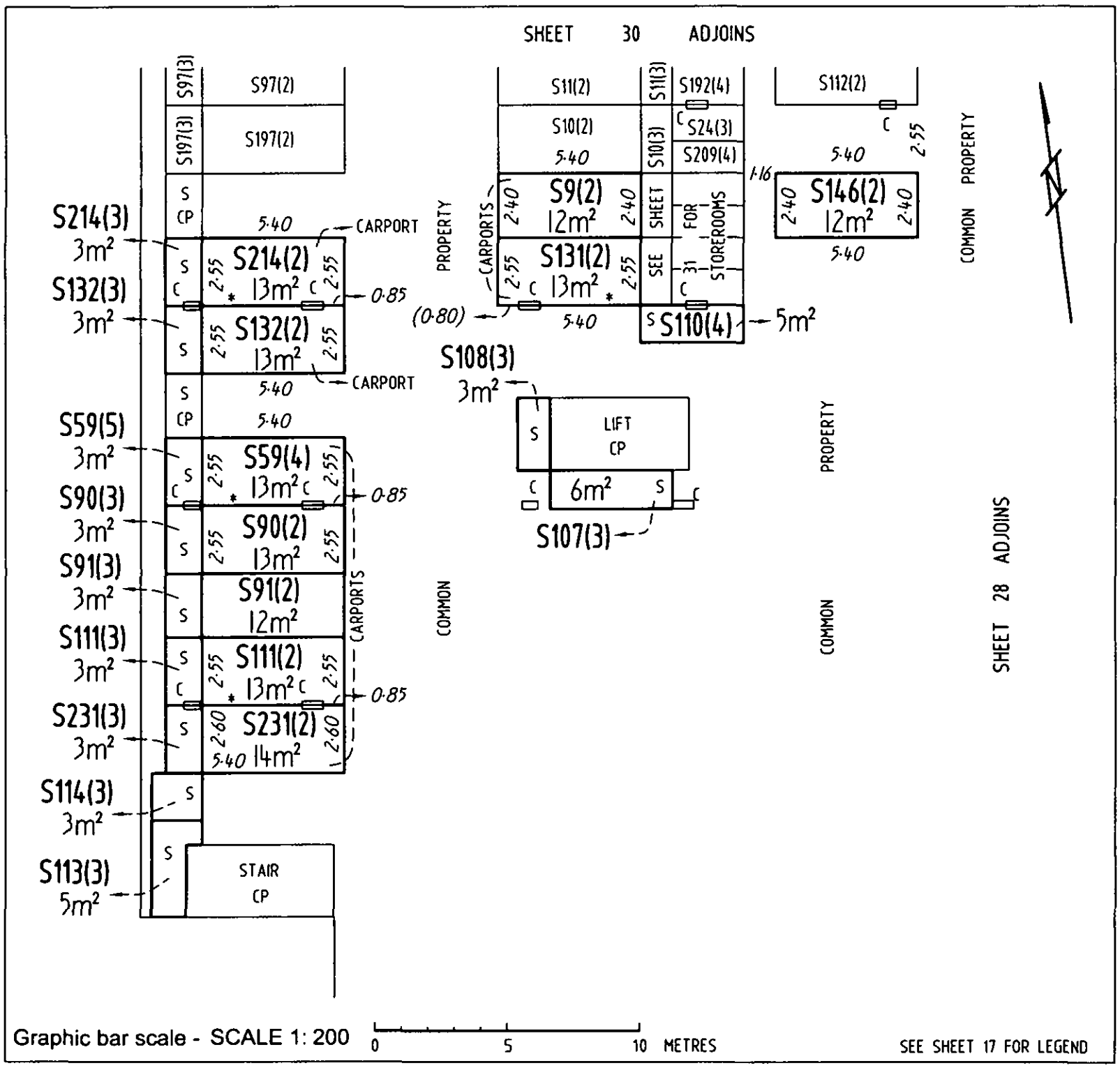
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 1	UNIT SUBSIDIARIES



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LAND TITLES

OFFICE OF REGULATORY SERVICES

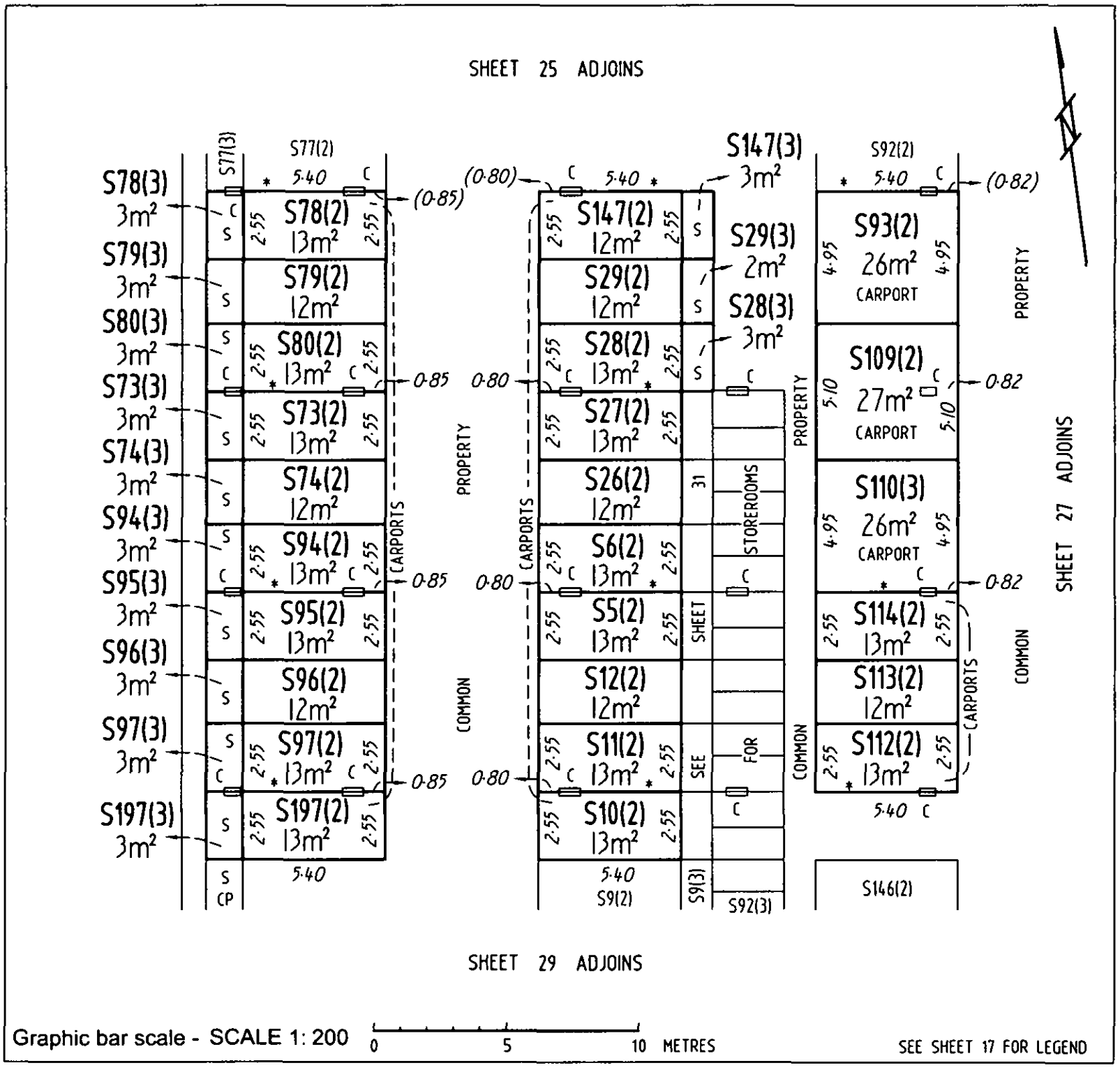
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 1	UNIT SUBSIDIARIES



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LAND TITLES

OFFICE OF REGULATORY SERVICES

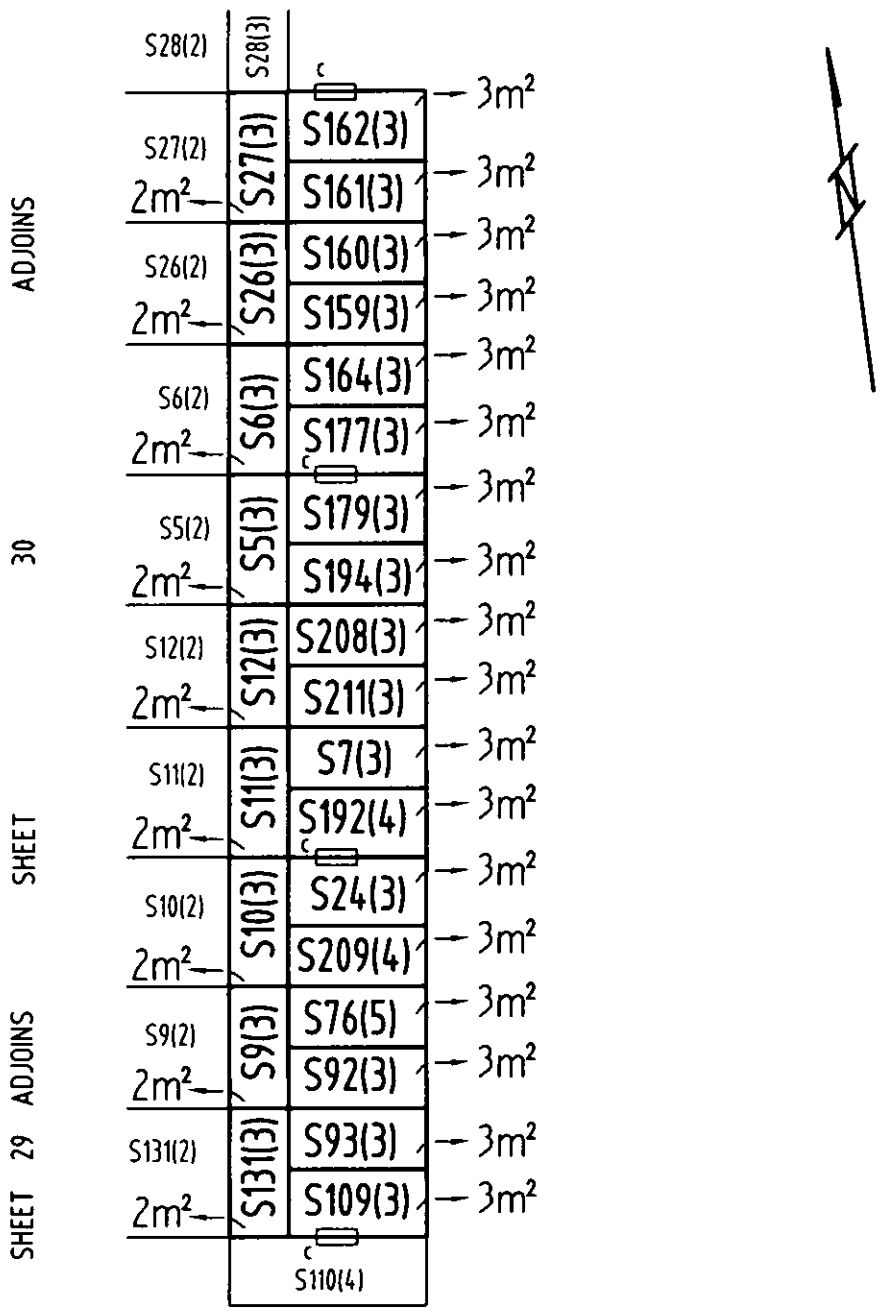
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER BASEMENT 1	STOREROOMS



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LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

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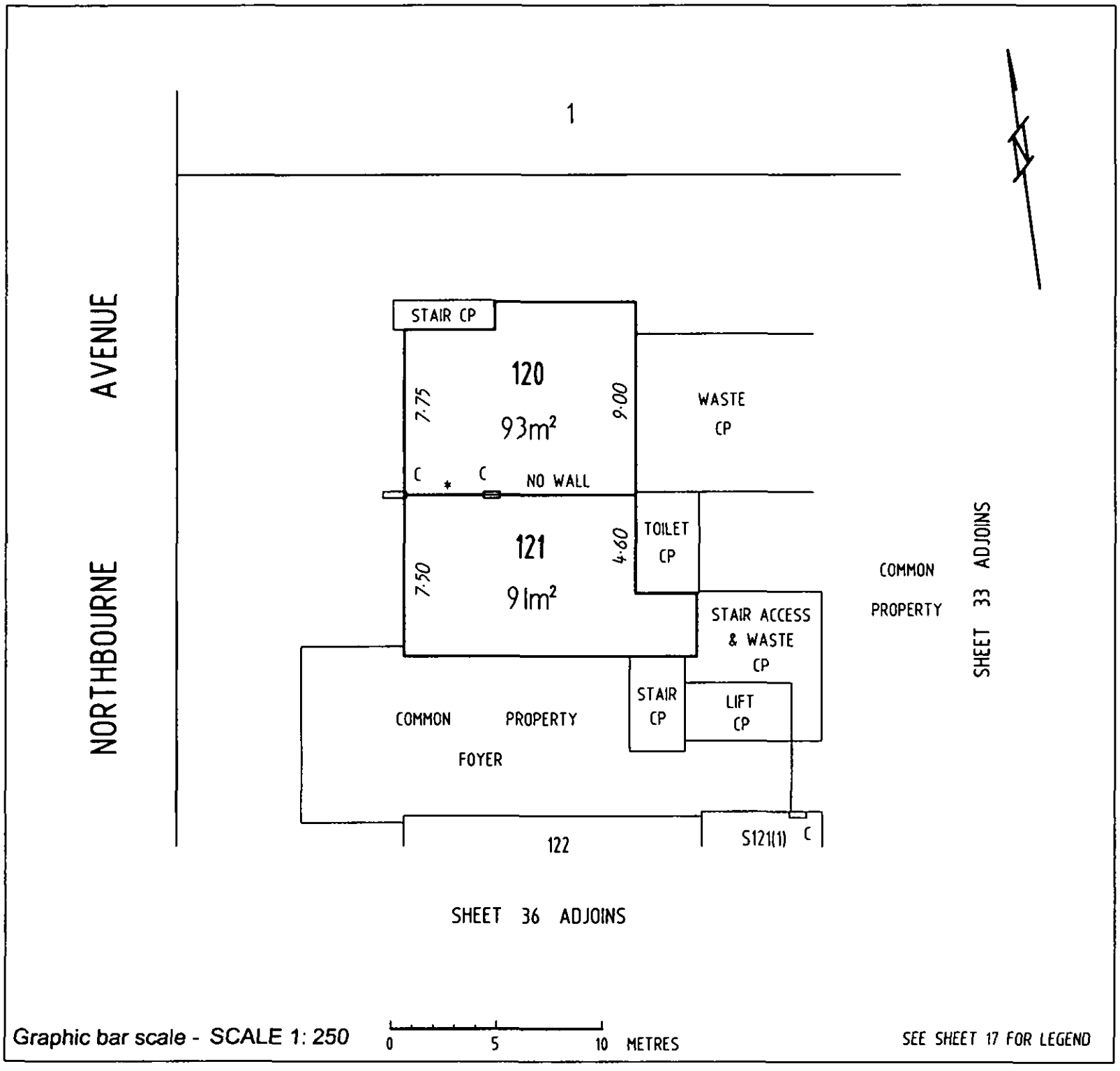
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES



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

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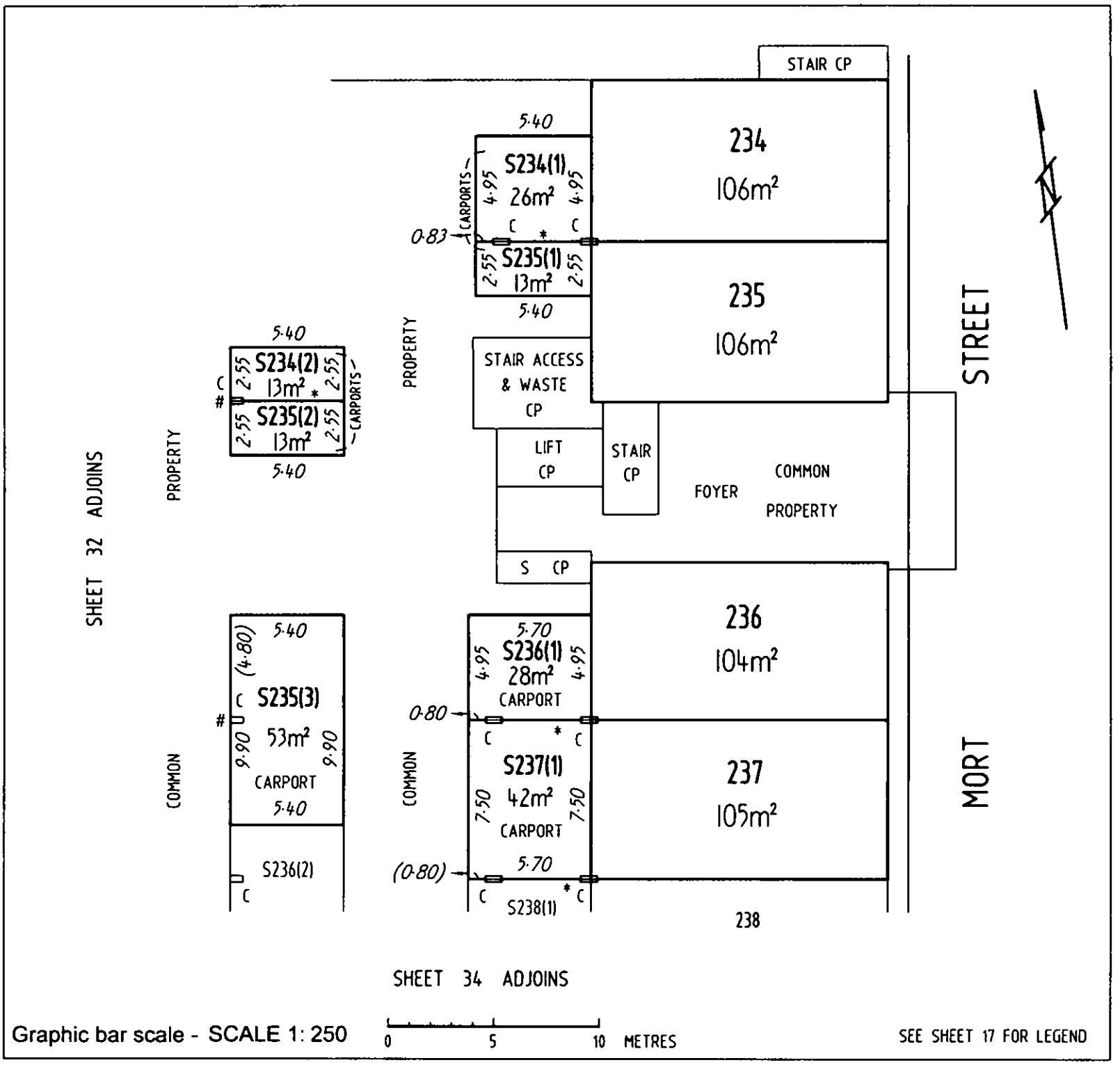
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES



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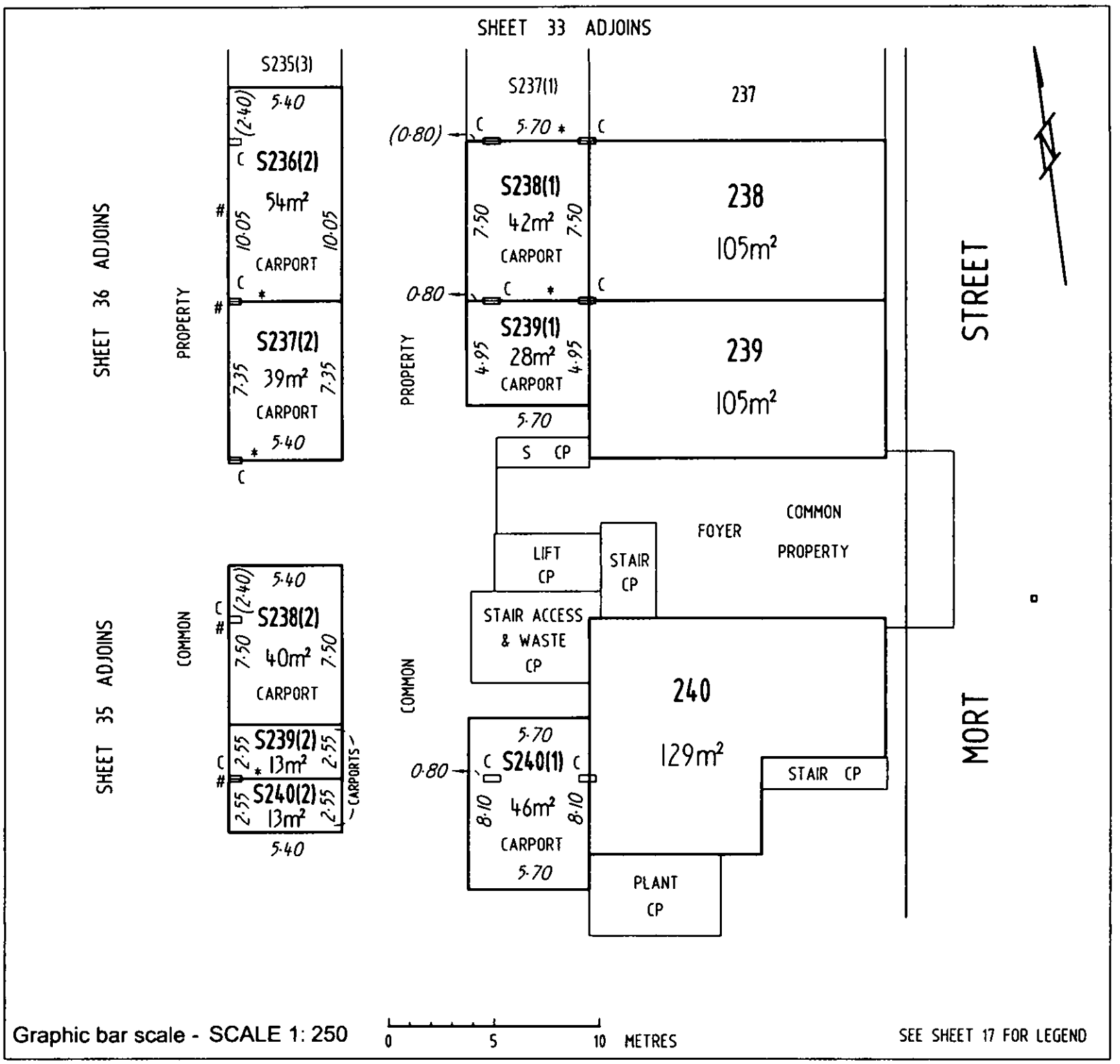
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 250 0 5 10 METRES

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Form 3

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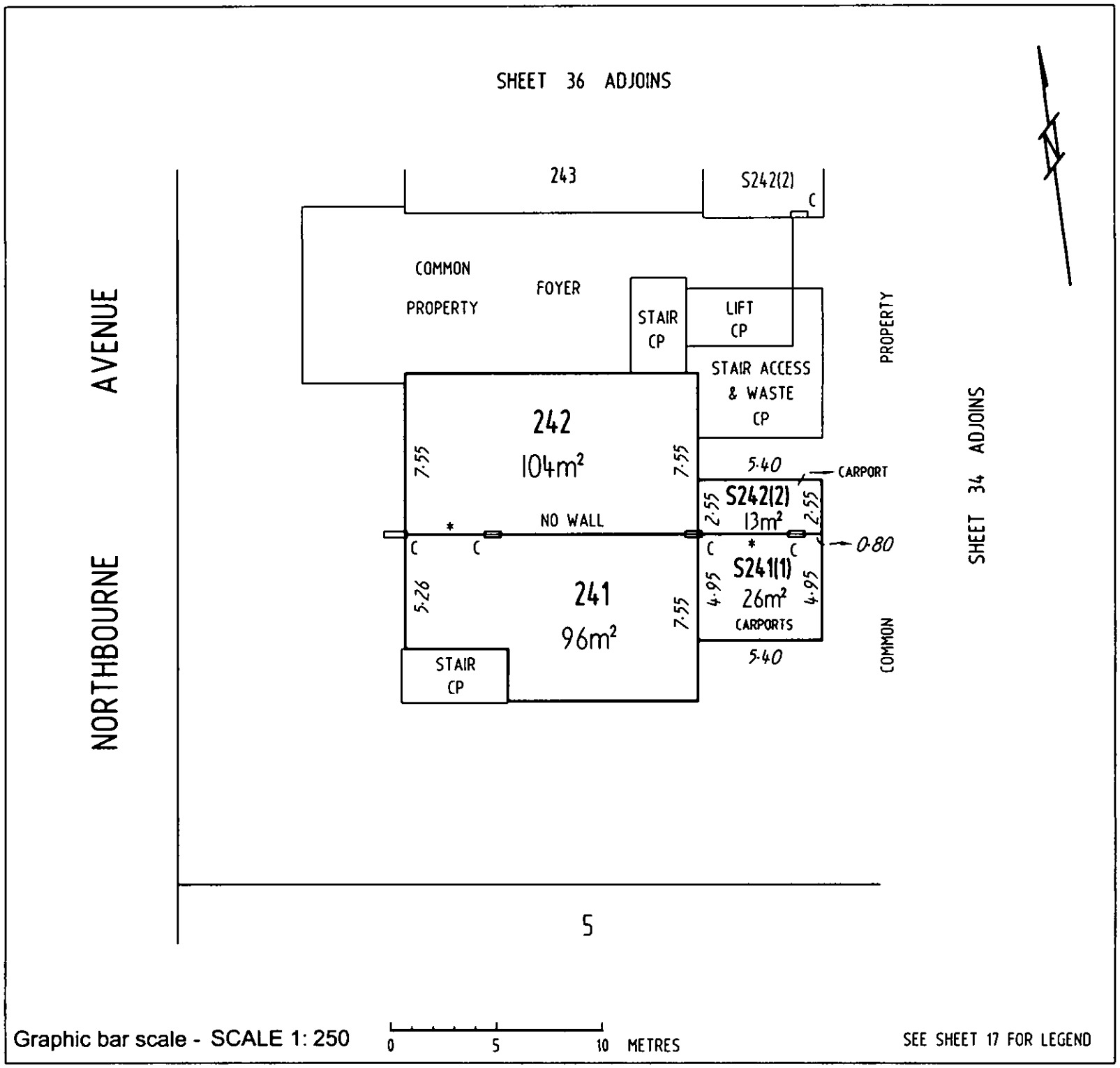
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 250 0 5 10 METRES

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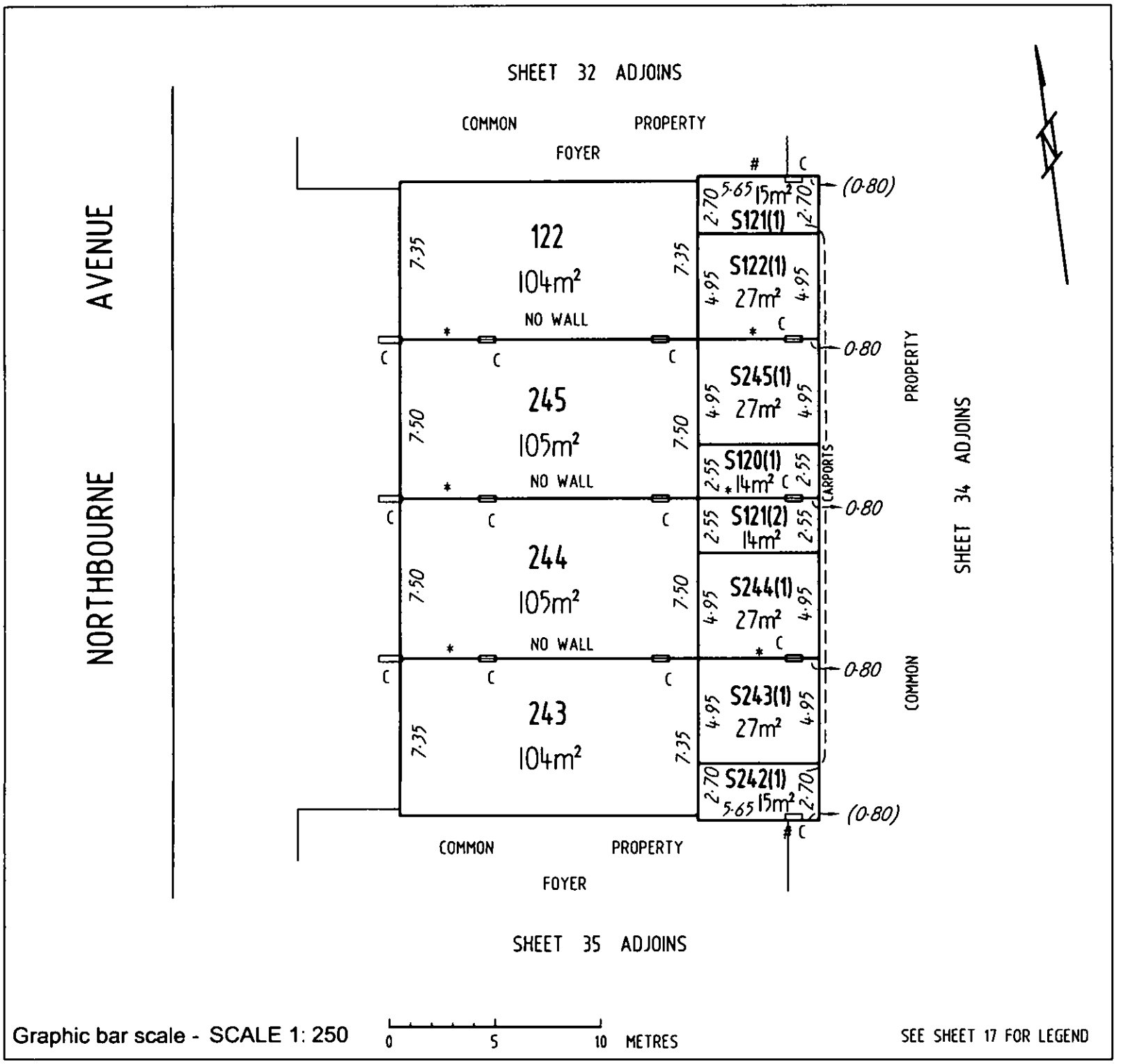
Form 091 - FP

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

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES

OFFICE OF REGULATORY SERVICES

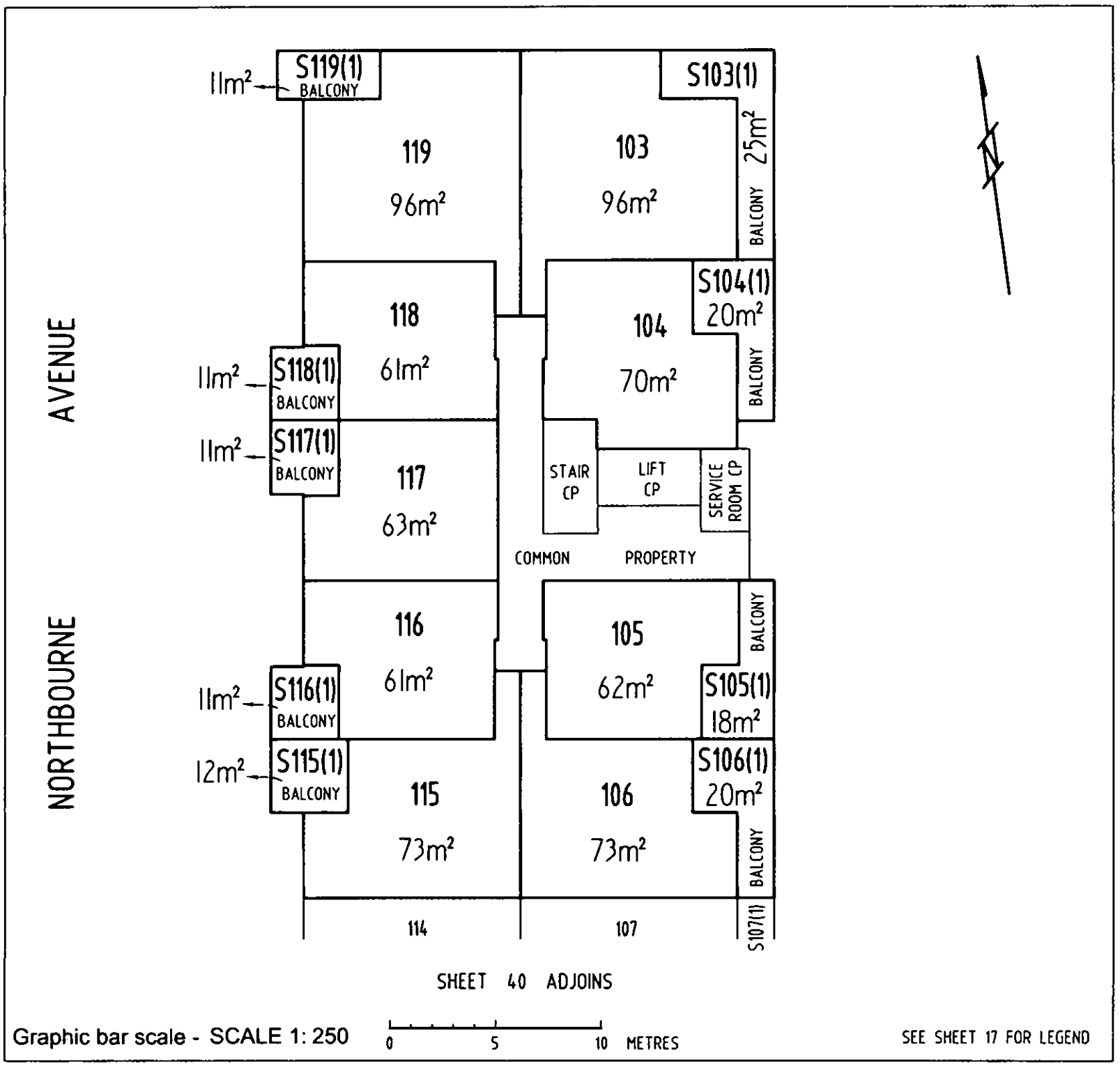
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES



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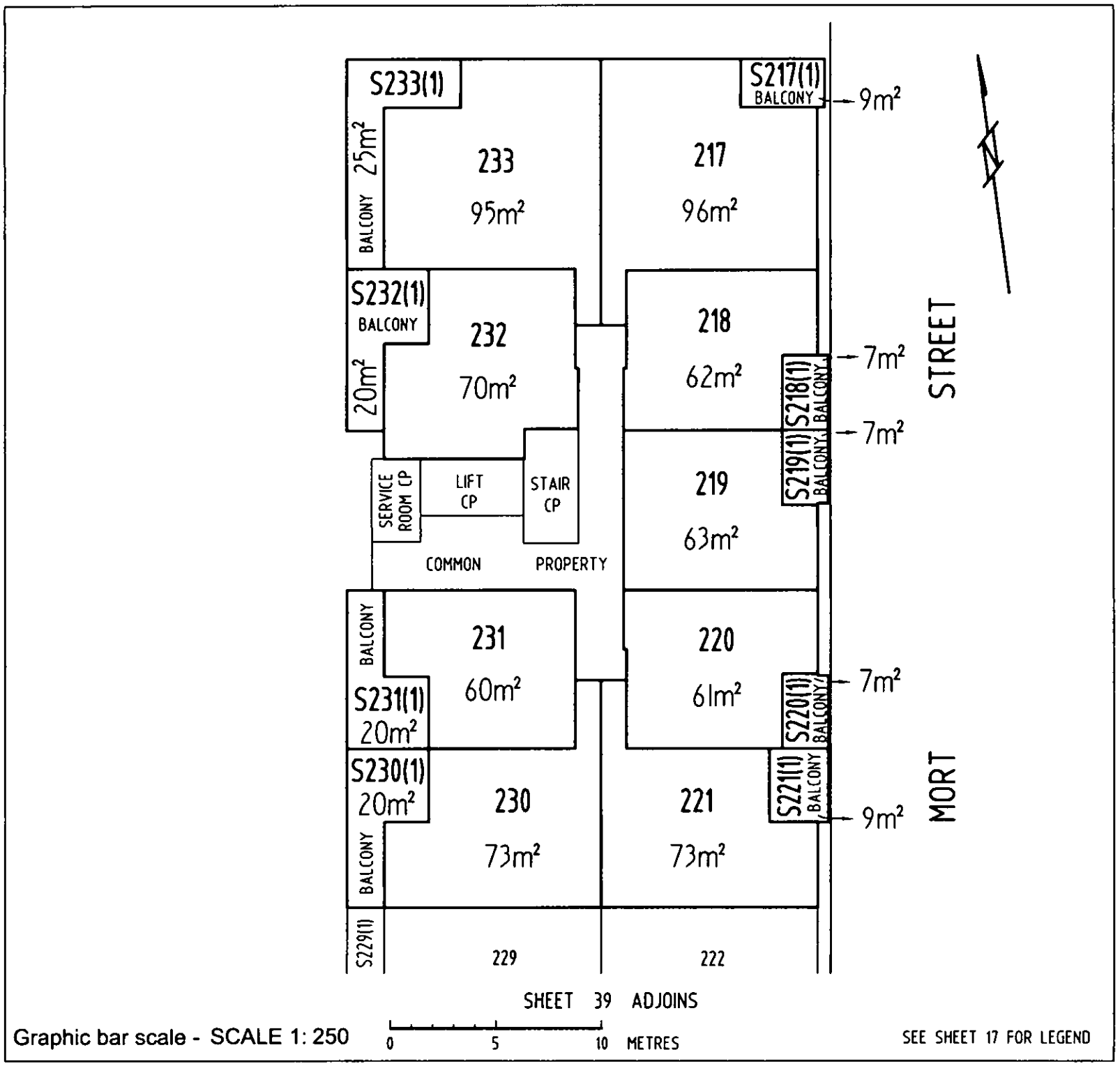
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER	FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES



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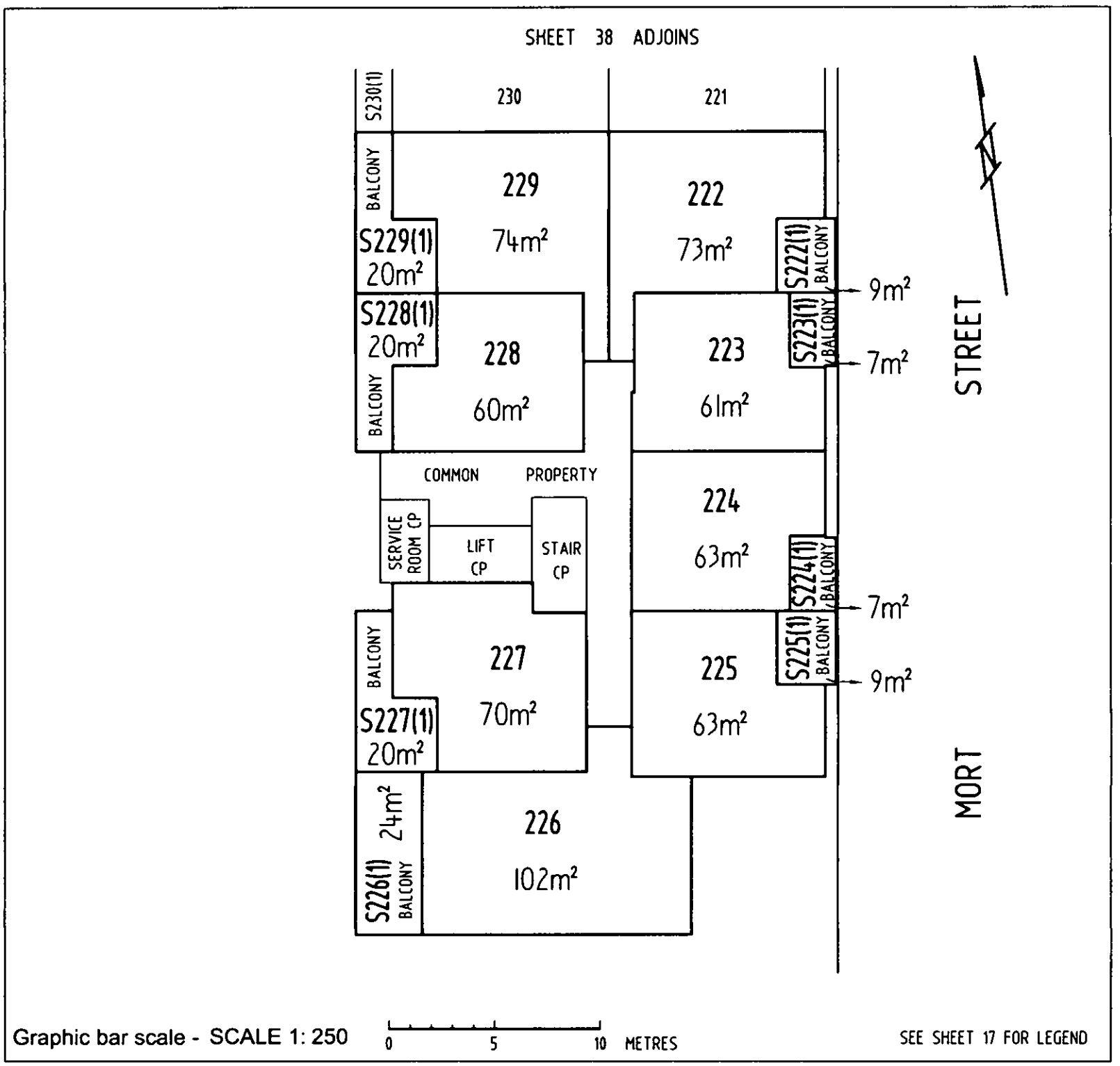
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES
OFFICE OF REGULATORY SERVICES
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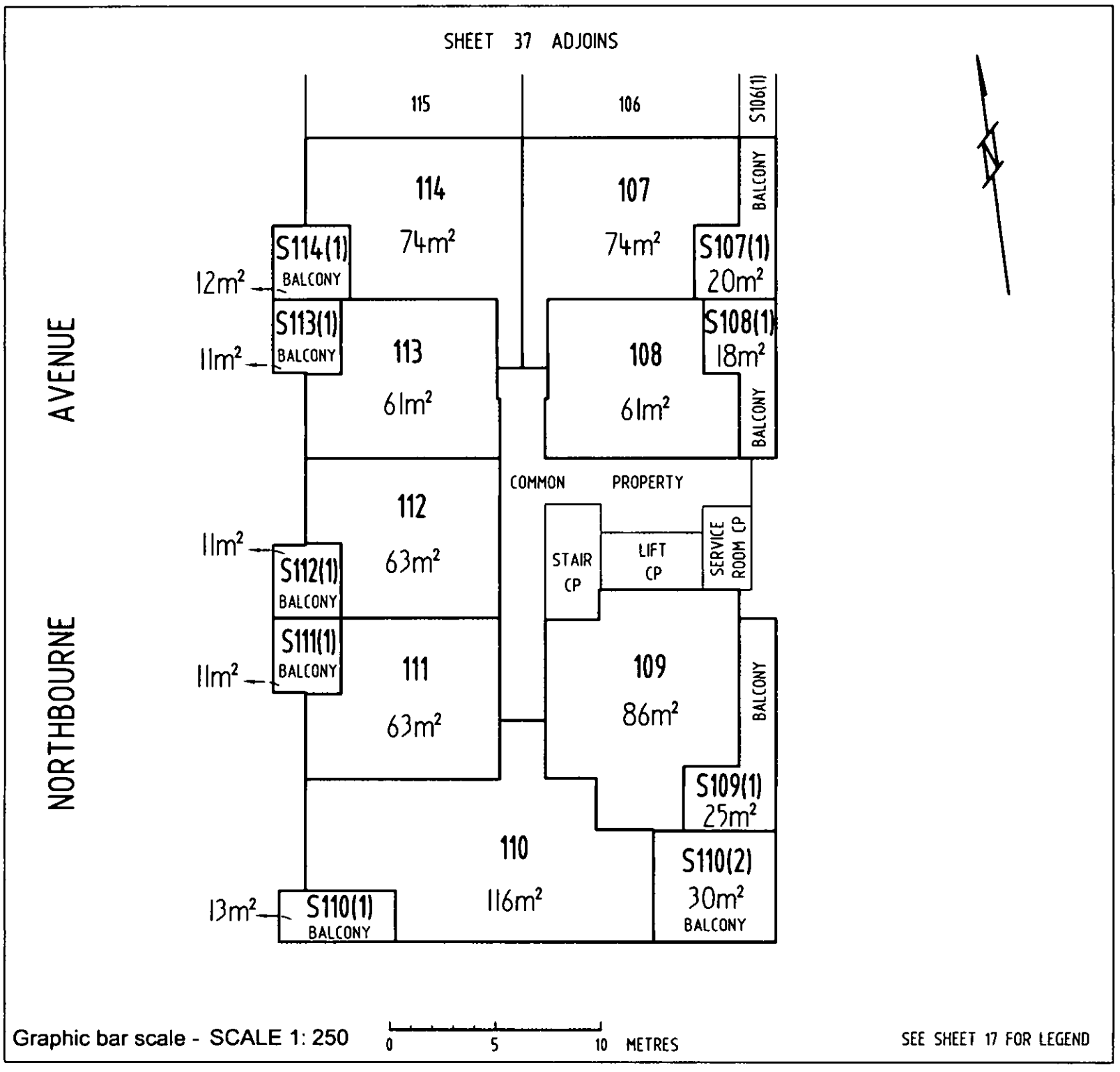
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES



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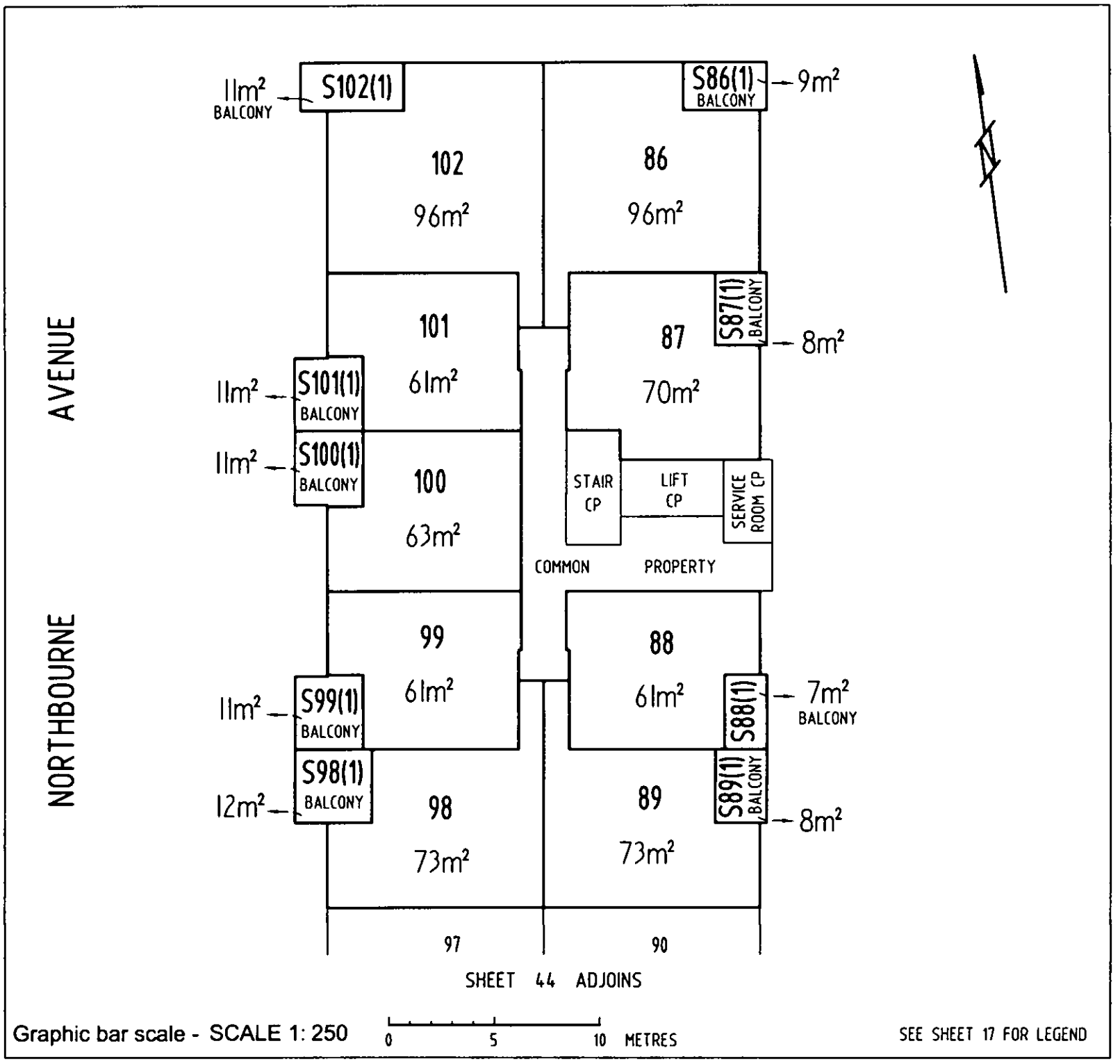
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SECOND	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 250 0 5 10 METRES

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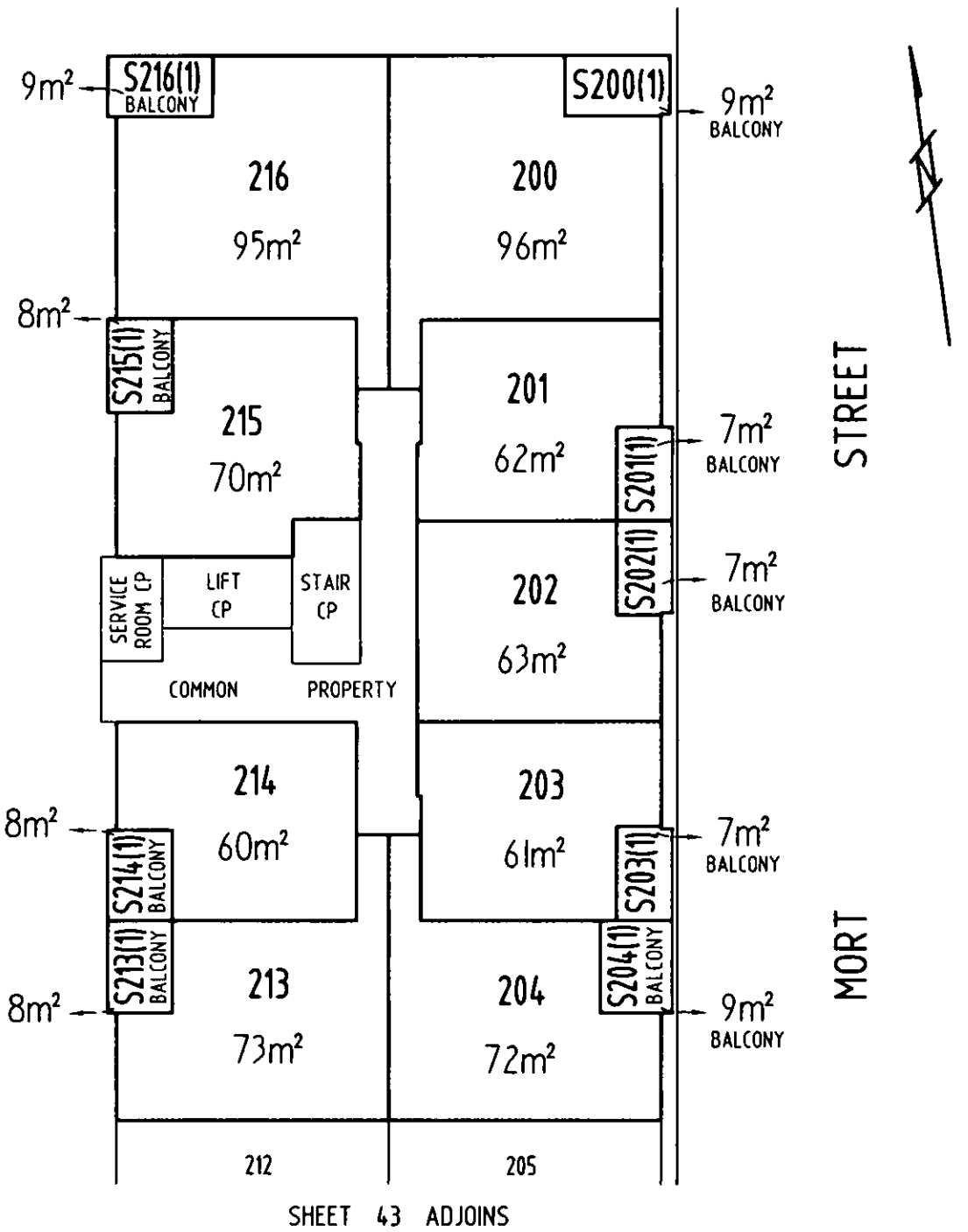
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SECOND	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

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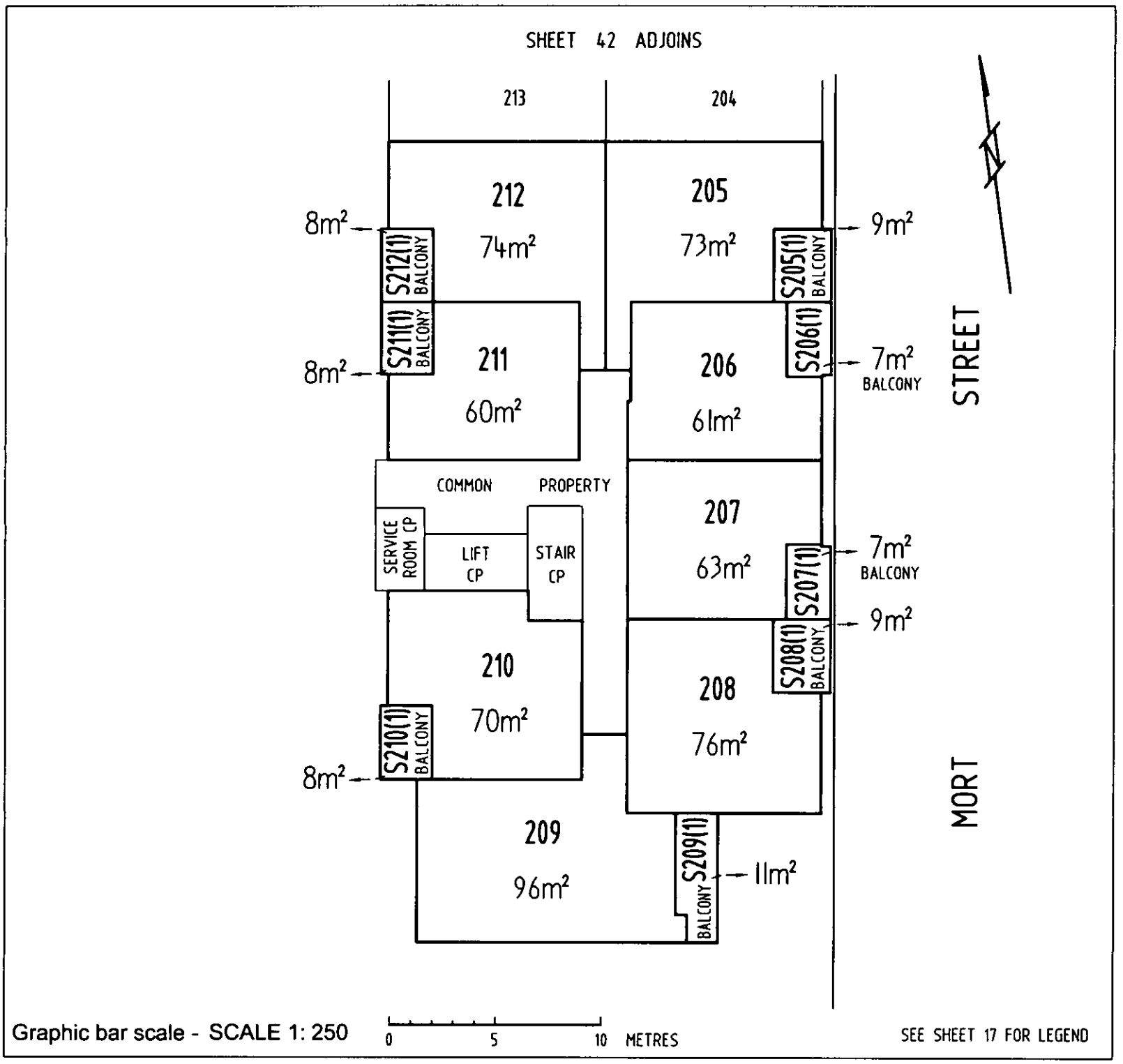
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SECOND	CLASS A UNITS AND UNIT SUBSIDIARIES



Australian Executor Trustees Limited by
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Marque Northbourne Limited by Stephen Brennan POA
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Registered Proprietor

.....Lyn Tankey.....
Delegate of the
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Sheet No. 44 of 80

LAND TITLES

OFFICE OF REGULATORY SERVICES

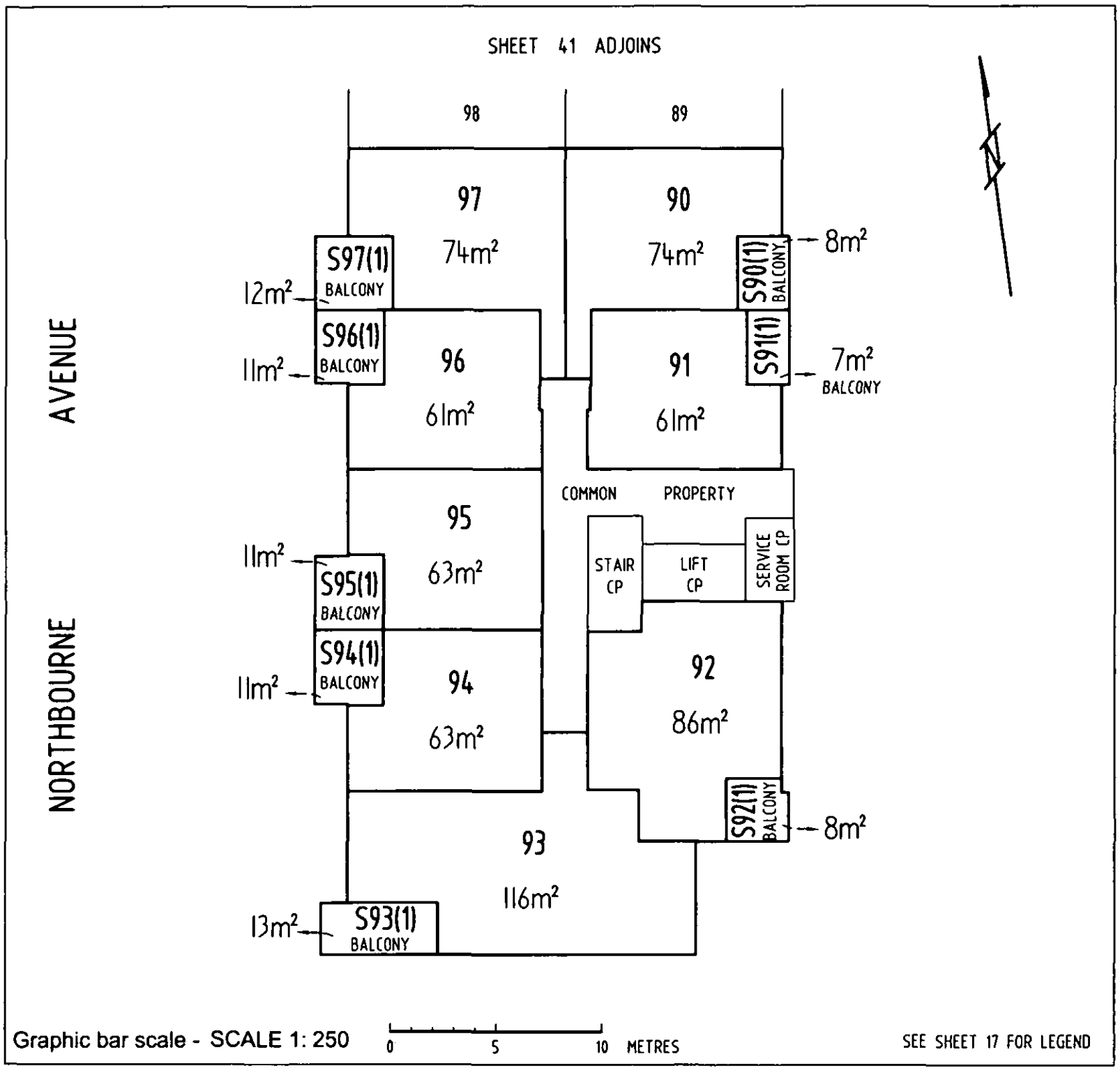
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SECOND	CLASS A UNITS AND UNIT SUBSIDIARIES



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

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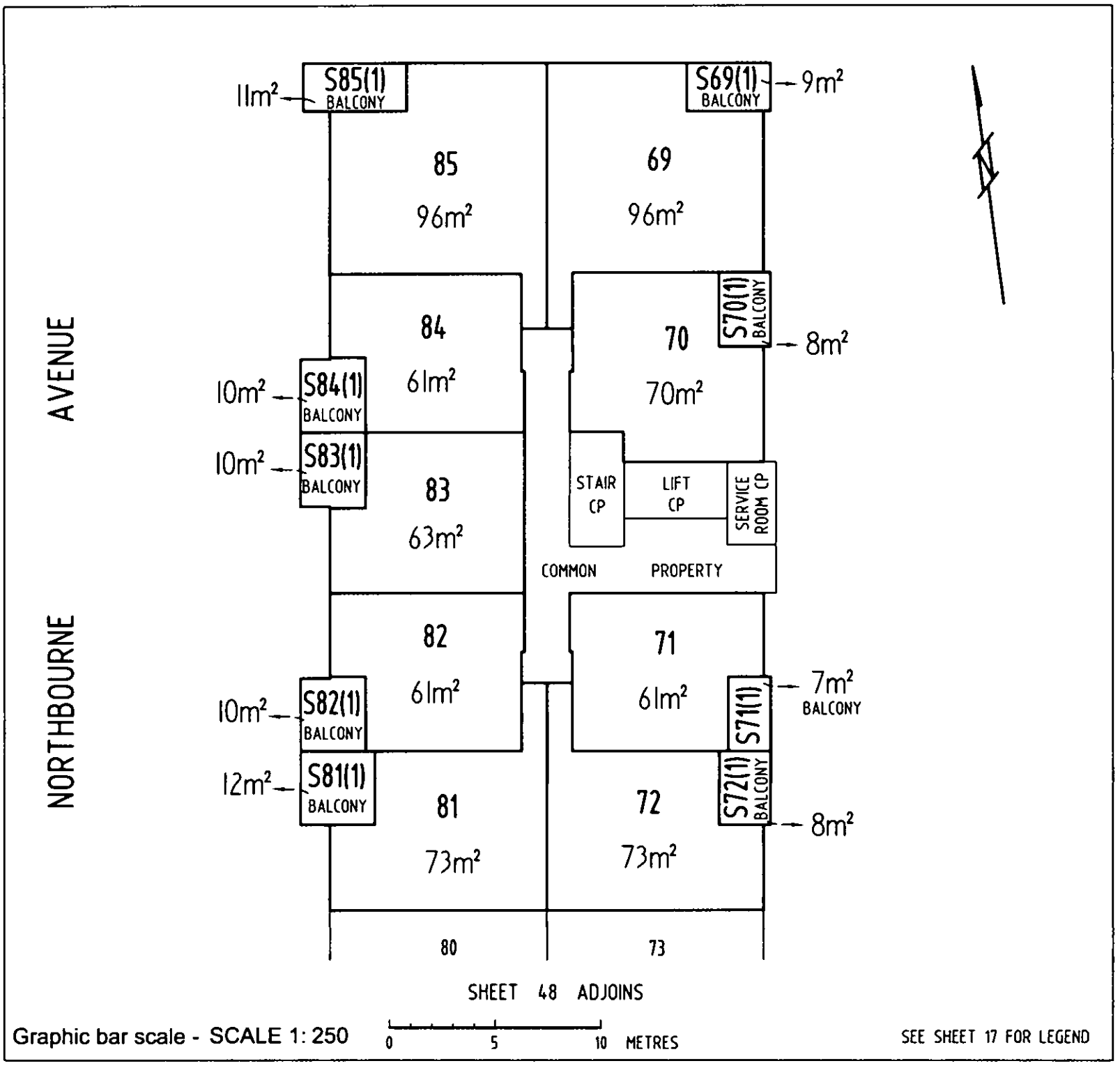
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER THIRD	CLASS A UNITS AND UNIT SUBSIDIARIES



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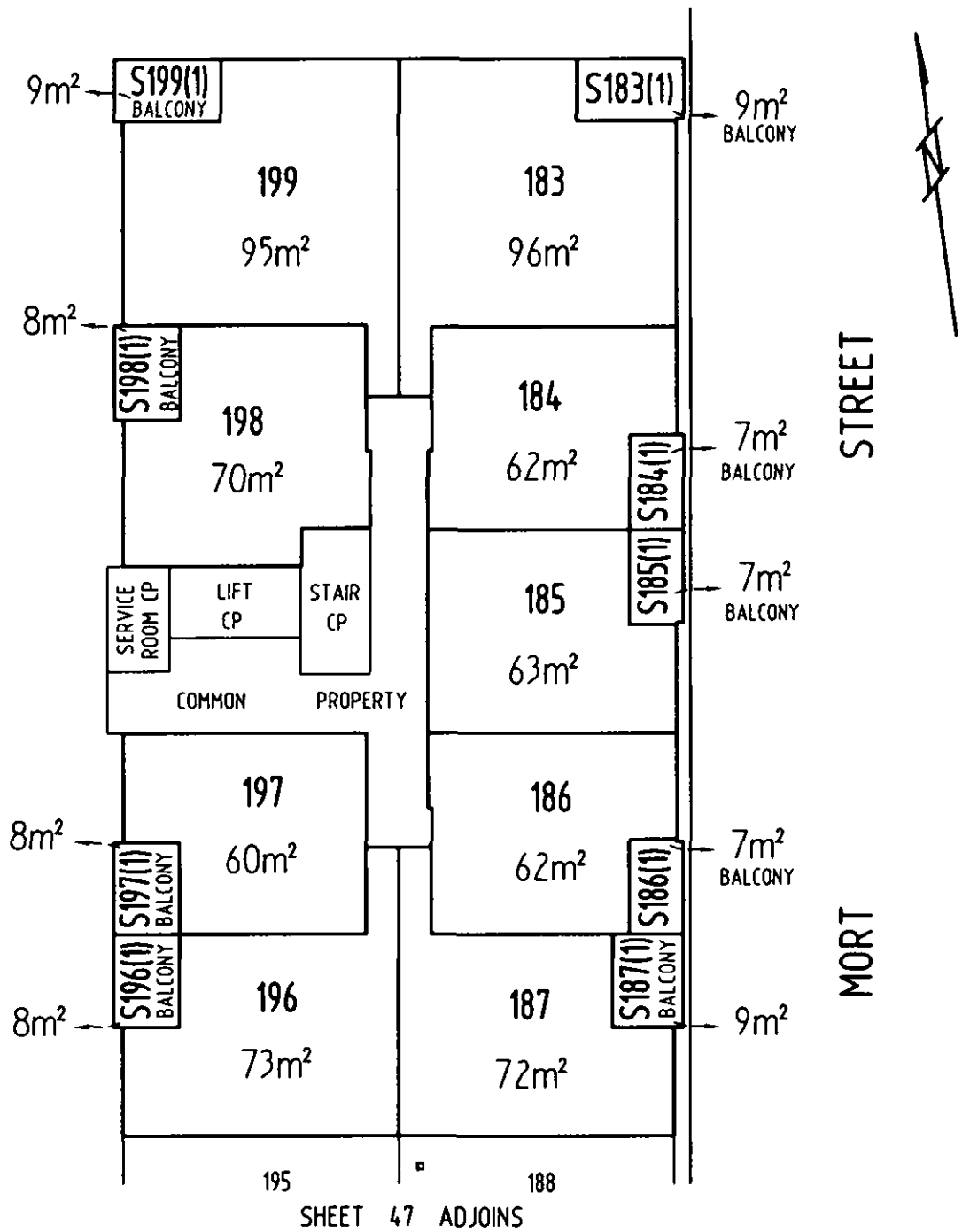
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	424

FLOOR NUMBER THIRD	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 250 0 5 10 METRES

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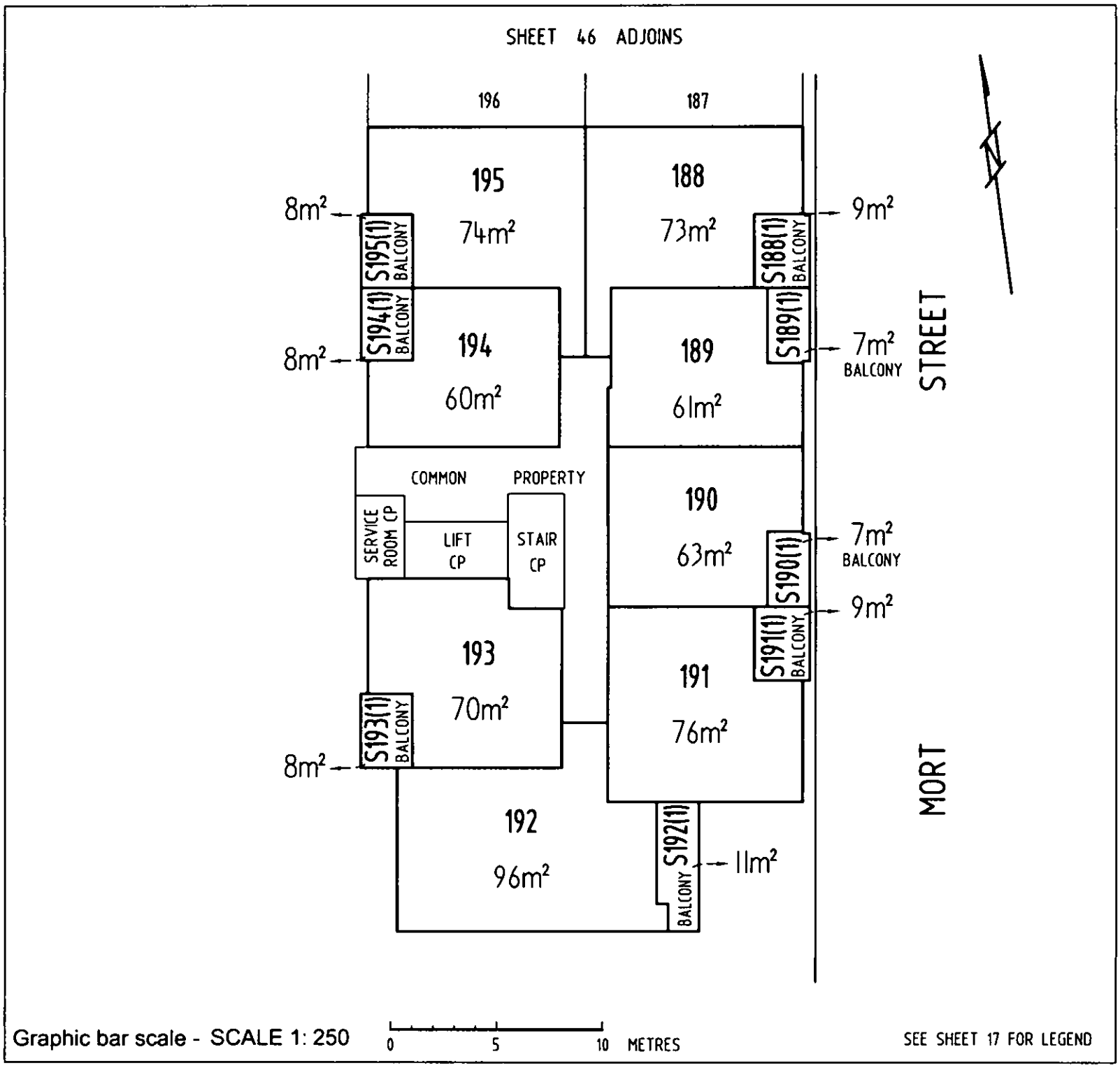
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER THIRD	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 250 0 5 10 METRES

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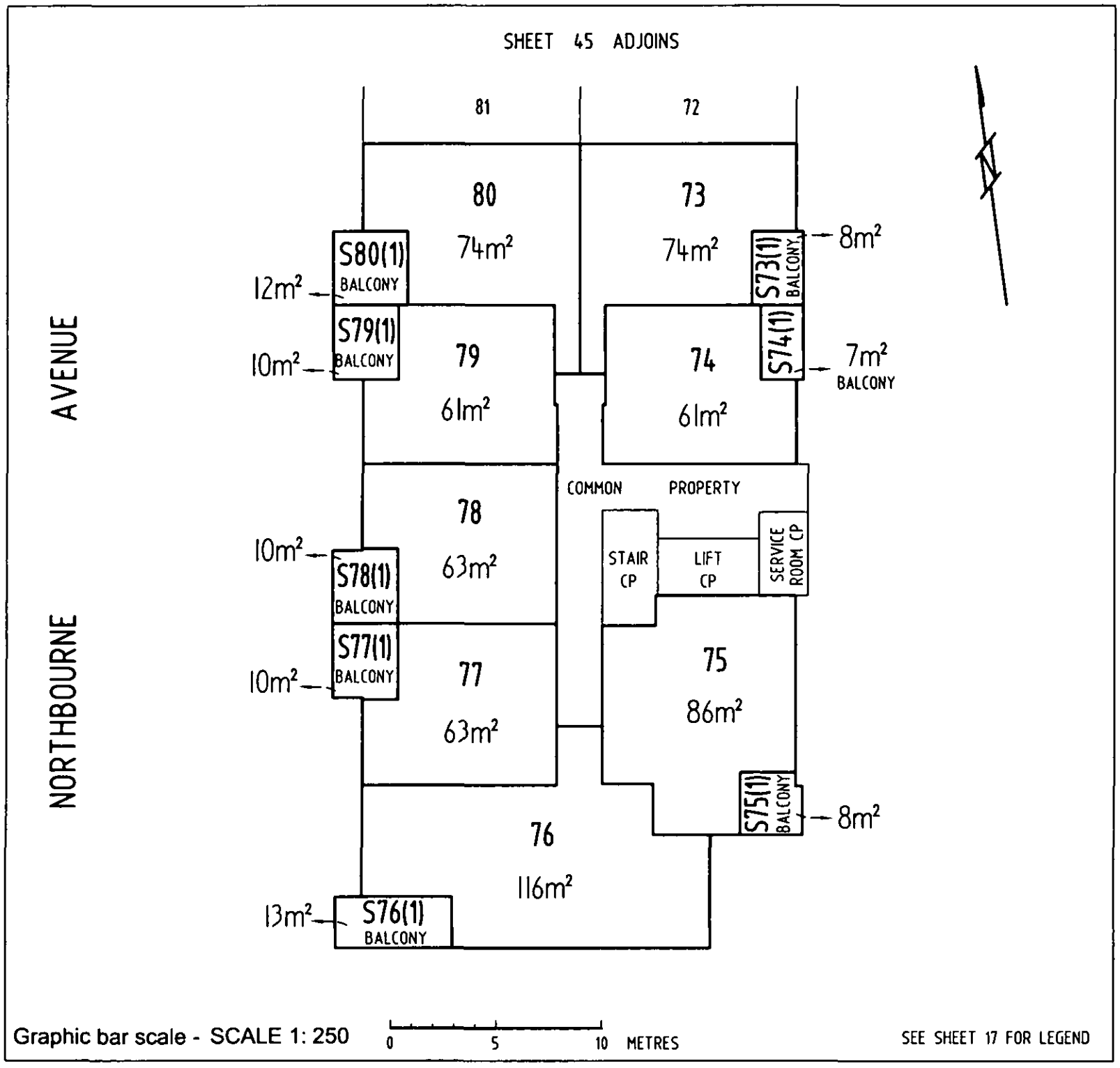
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER THIRD	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES
OFFICE OF REGULATORY SERVICES
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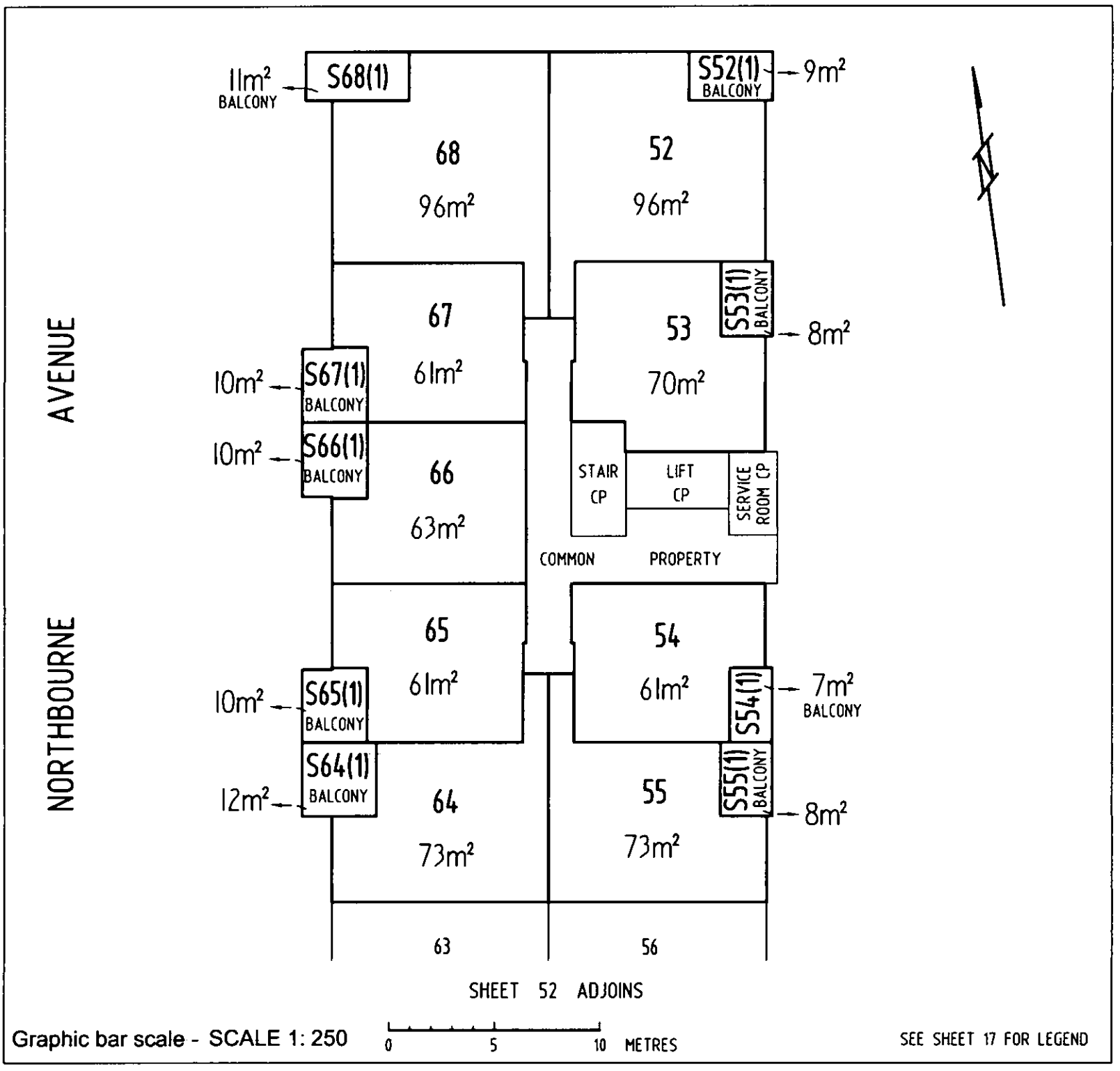
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FOURTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES
OFFICE OF REGULATORY SERVICES
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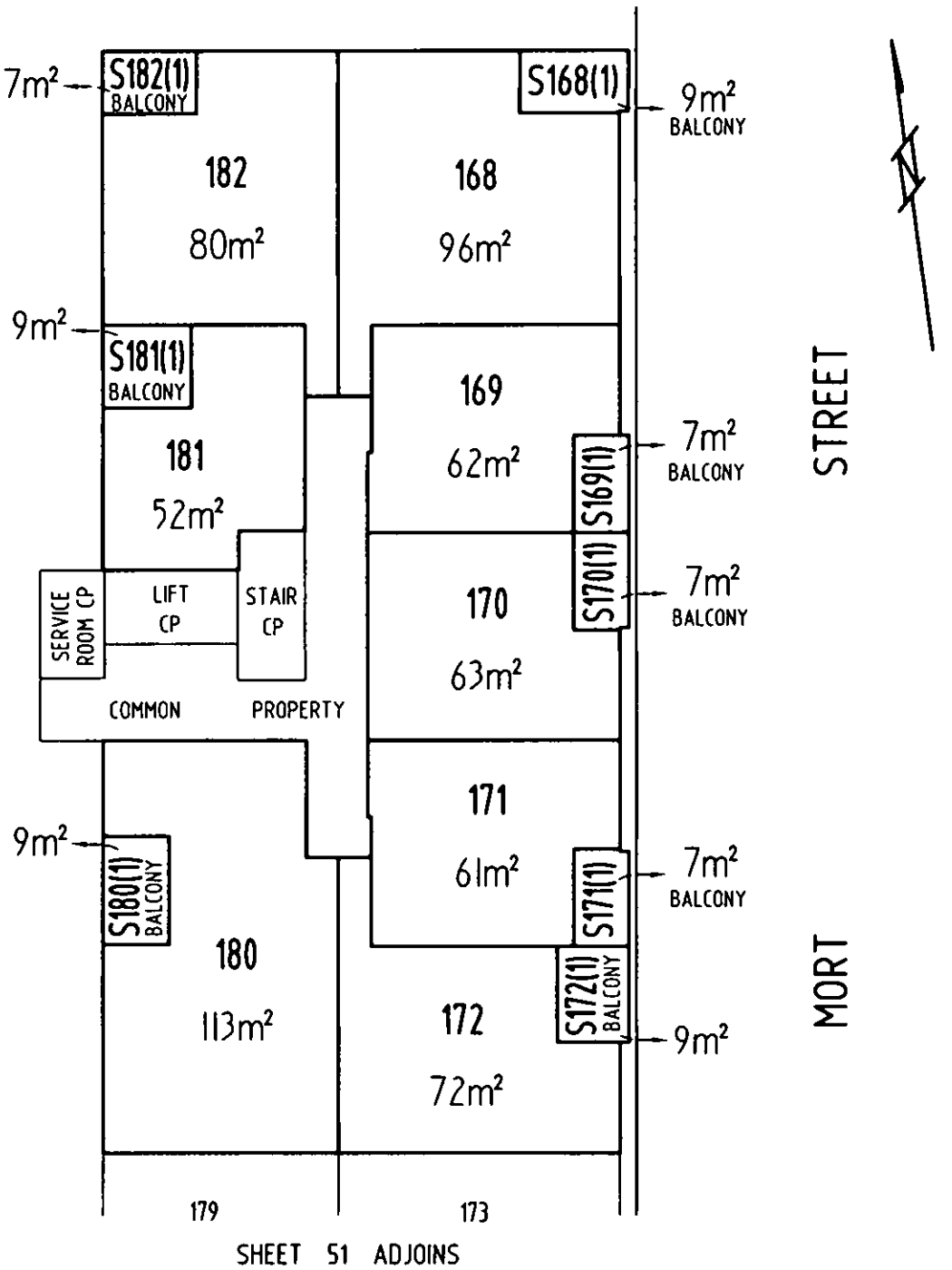
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FOURTH	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 250 0 5 10 METRES

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

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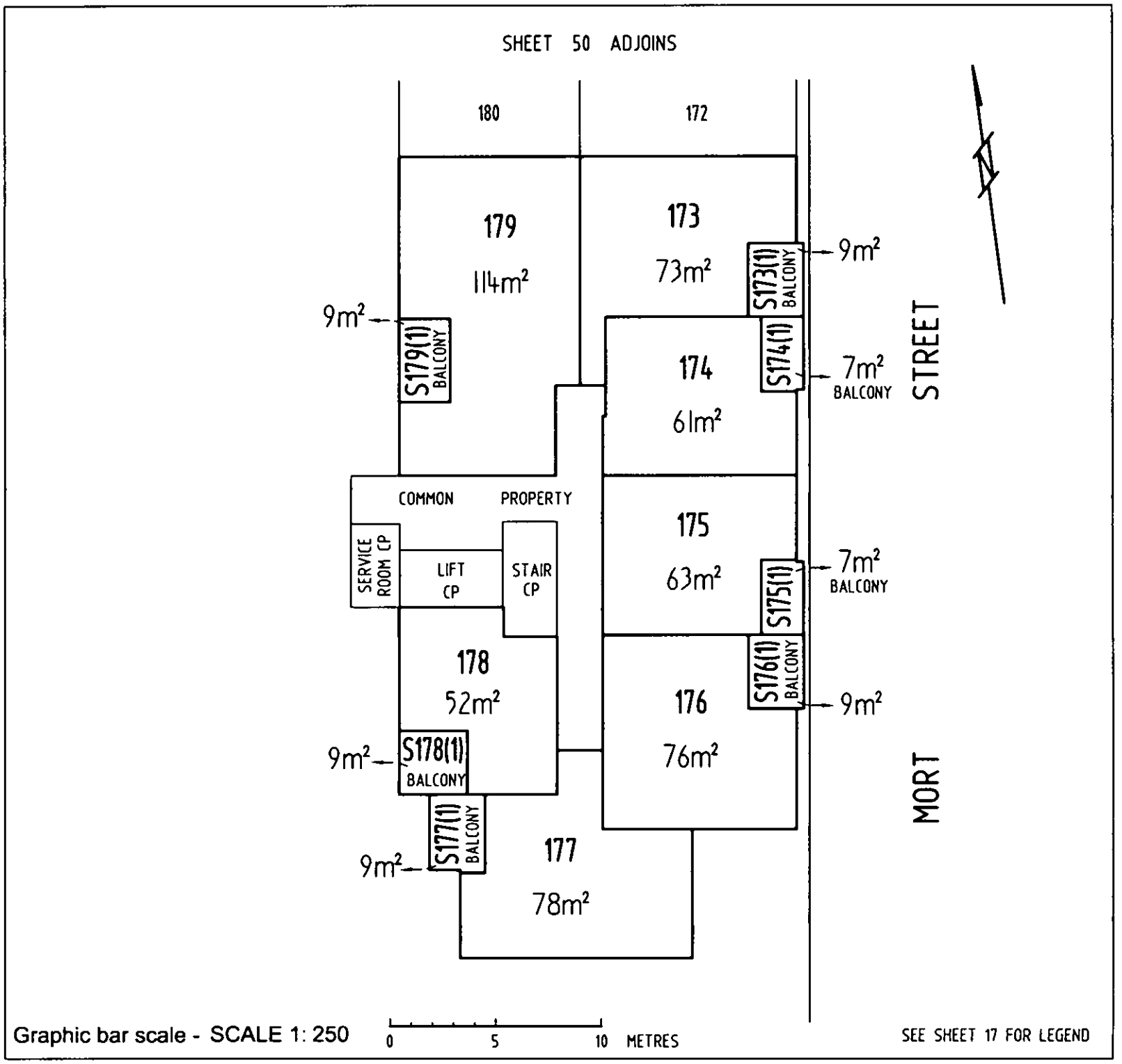
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FOURTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES
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Department of Justice and Community Safety

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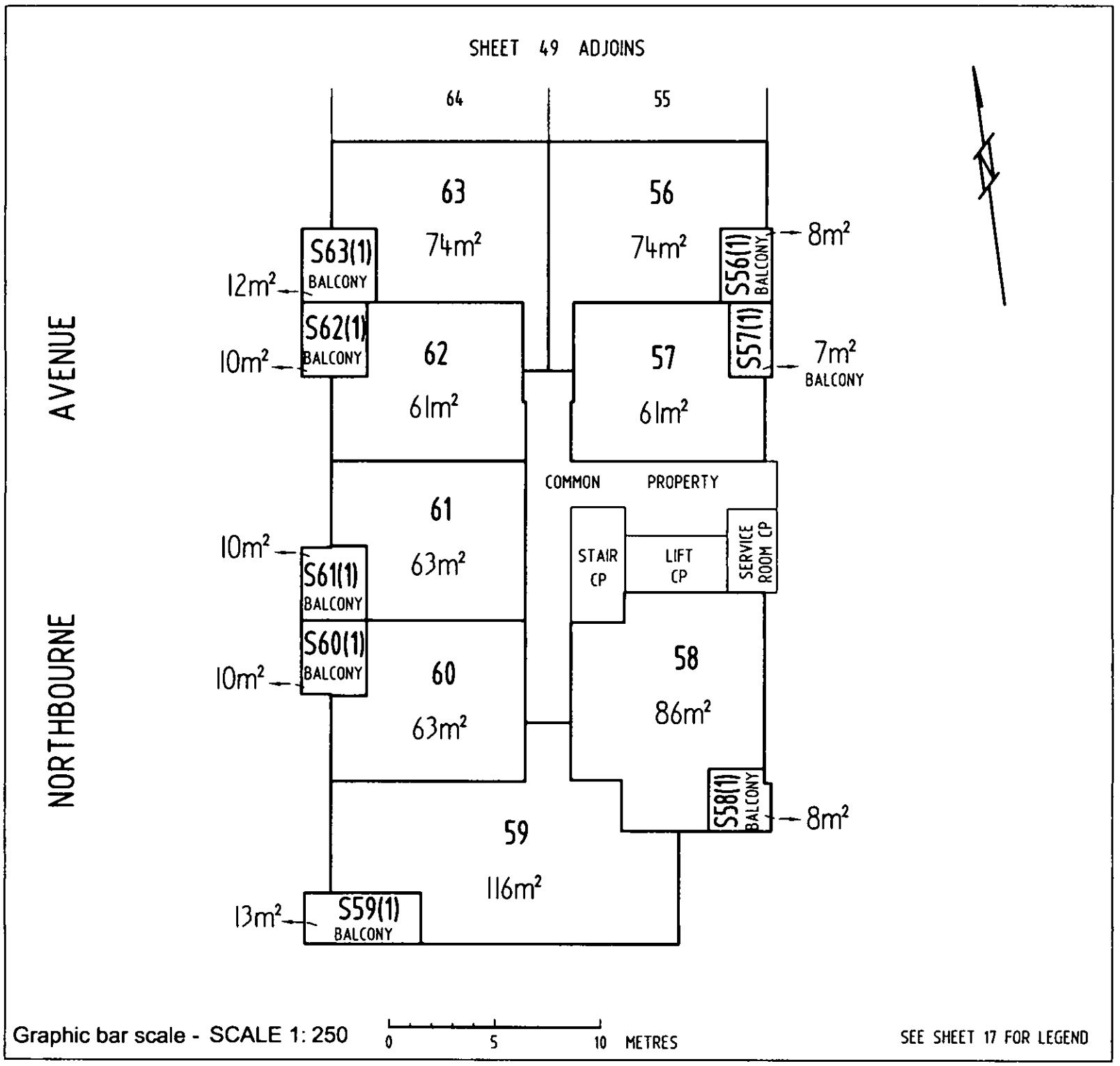
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FOURTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES
OFFICE OF REGULATORY SERVICES
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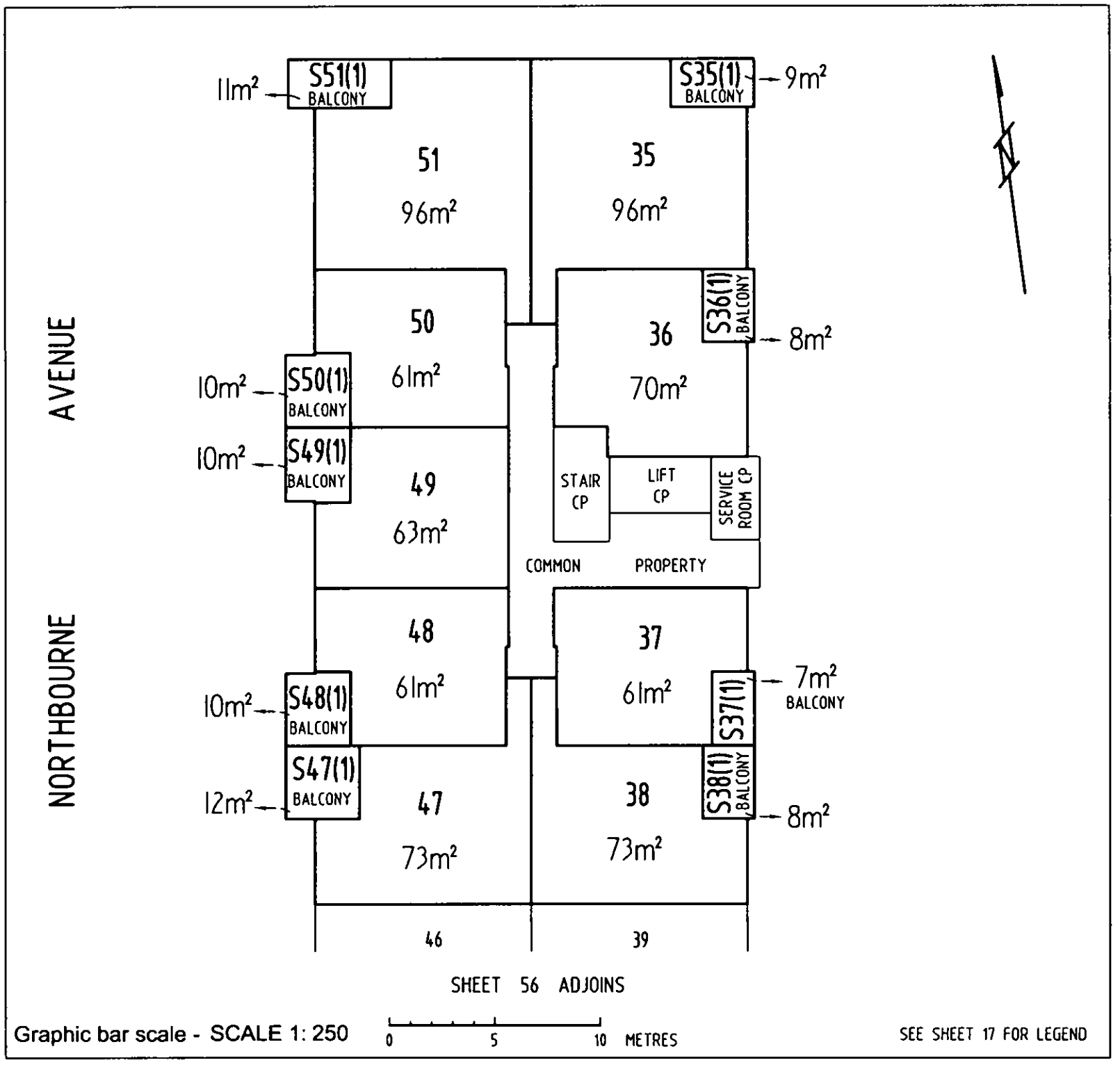
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FIFTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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

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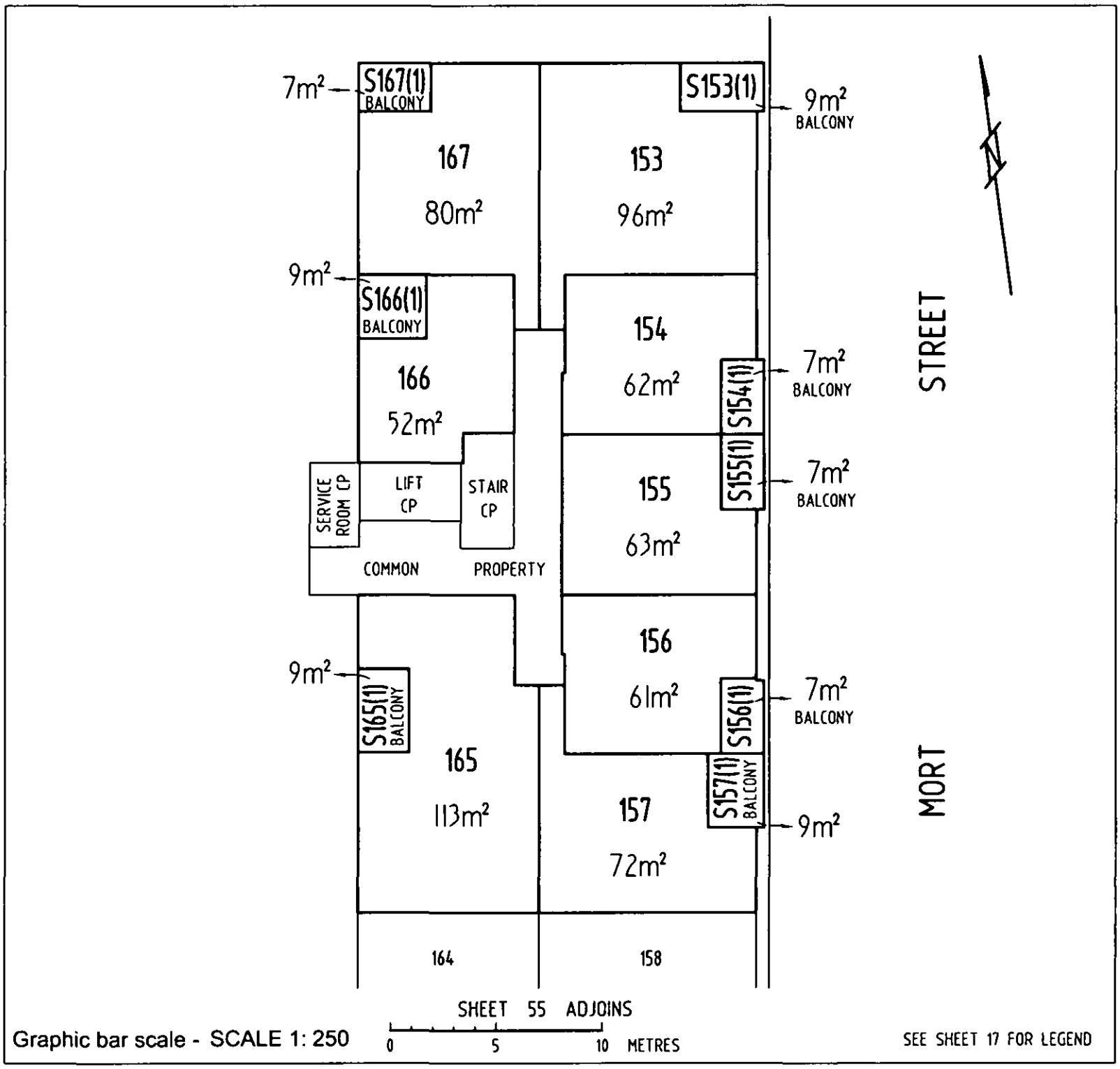
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FIFTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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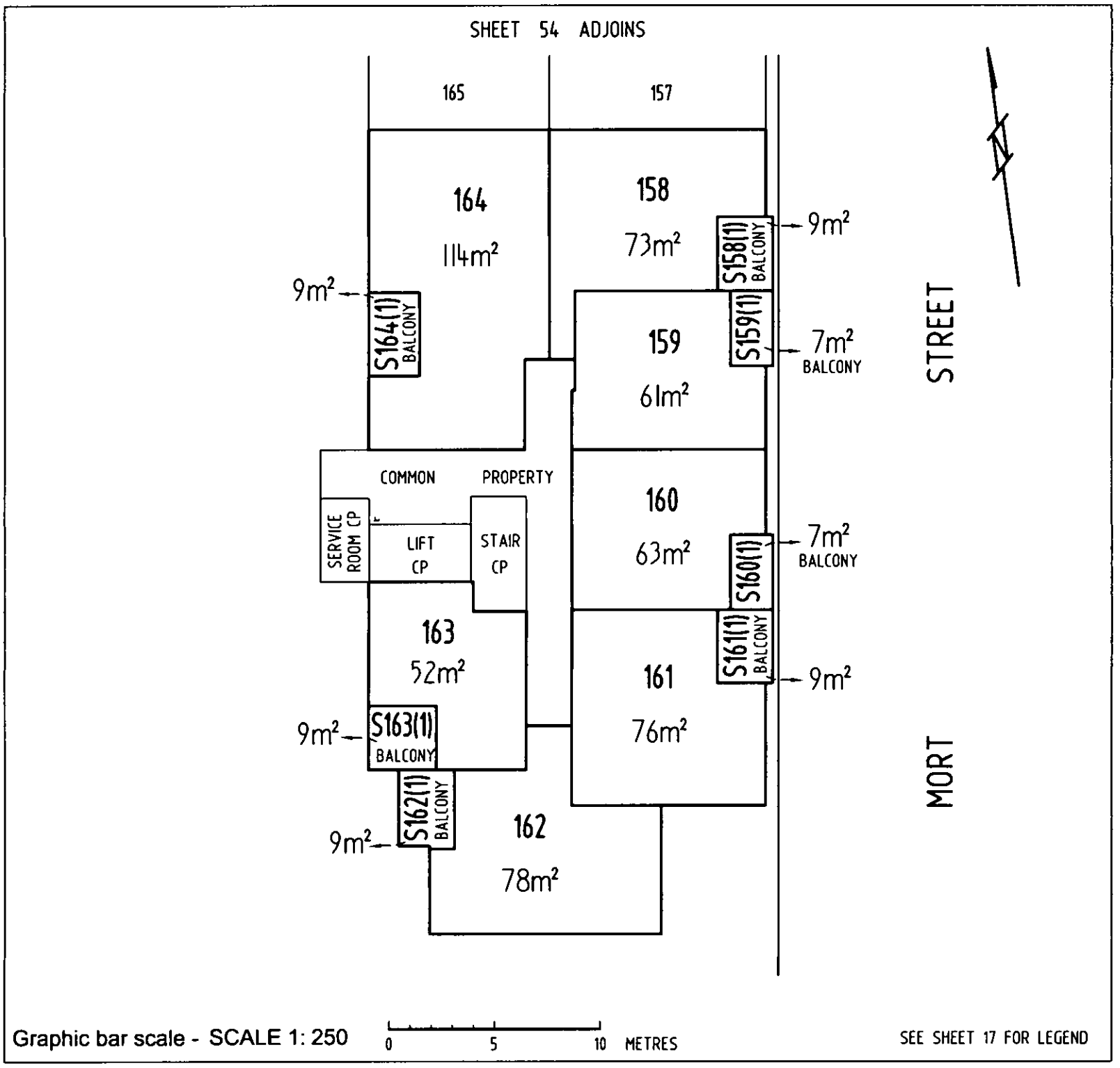
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FIFTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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

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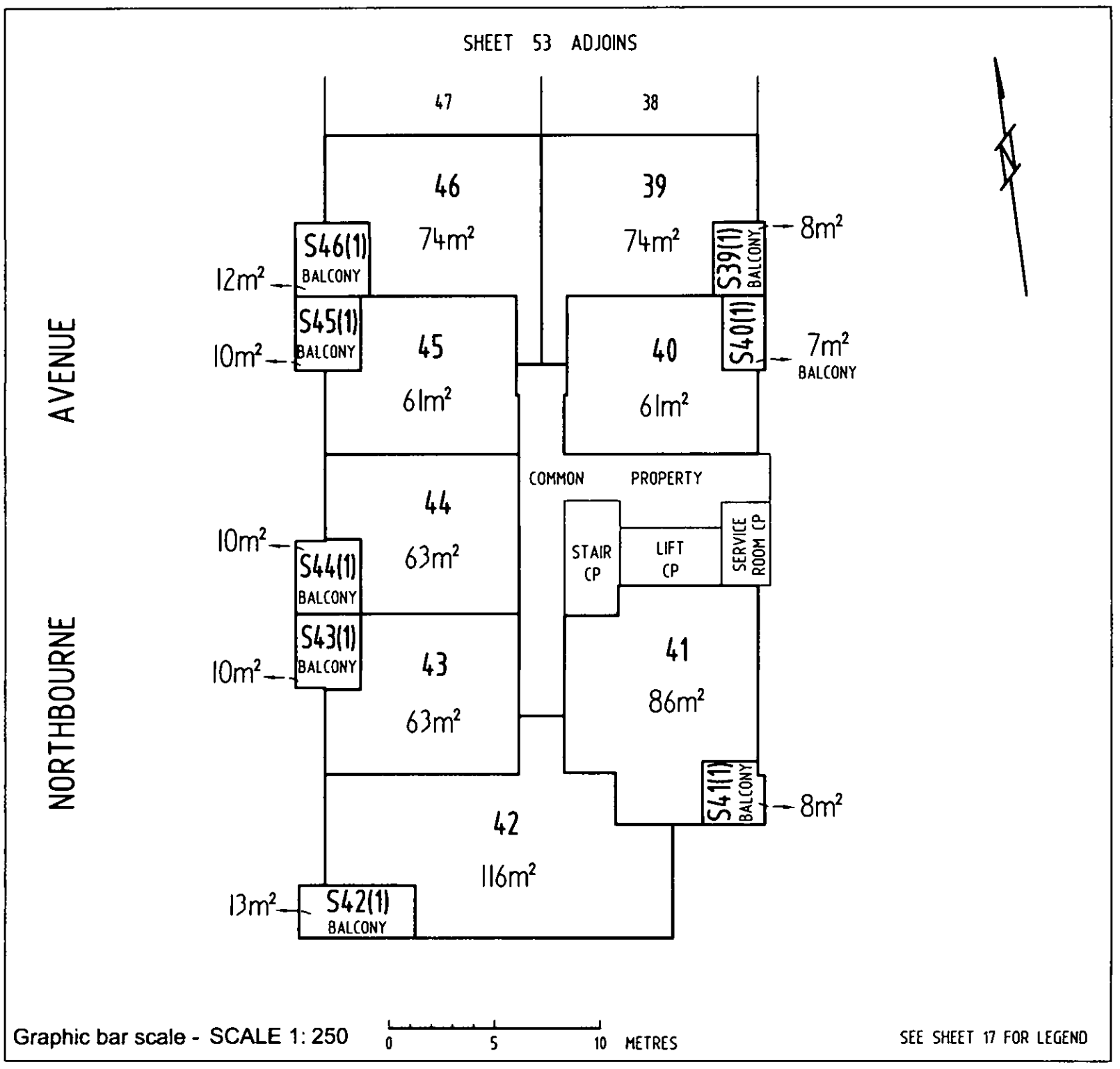
FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER FIFTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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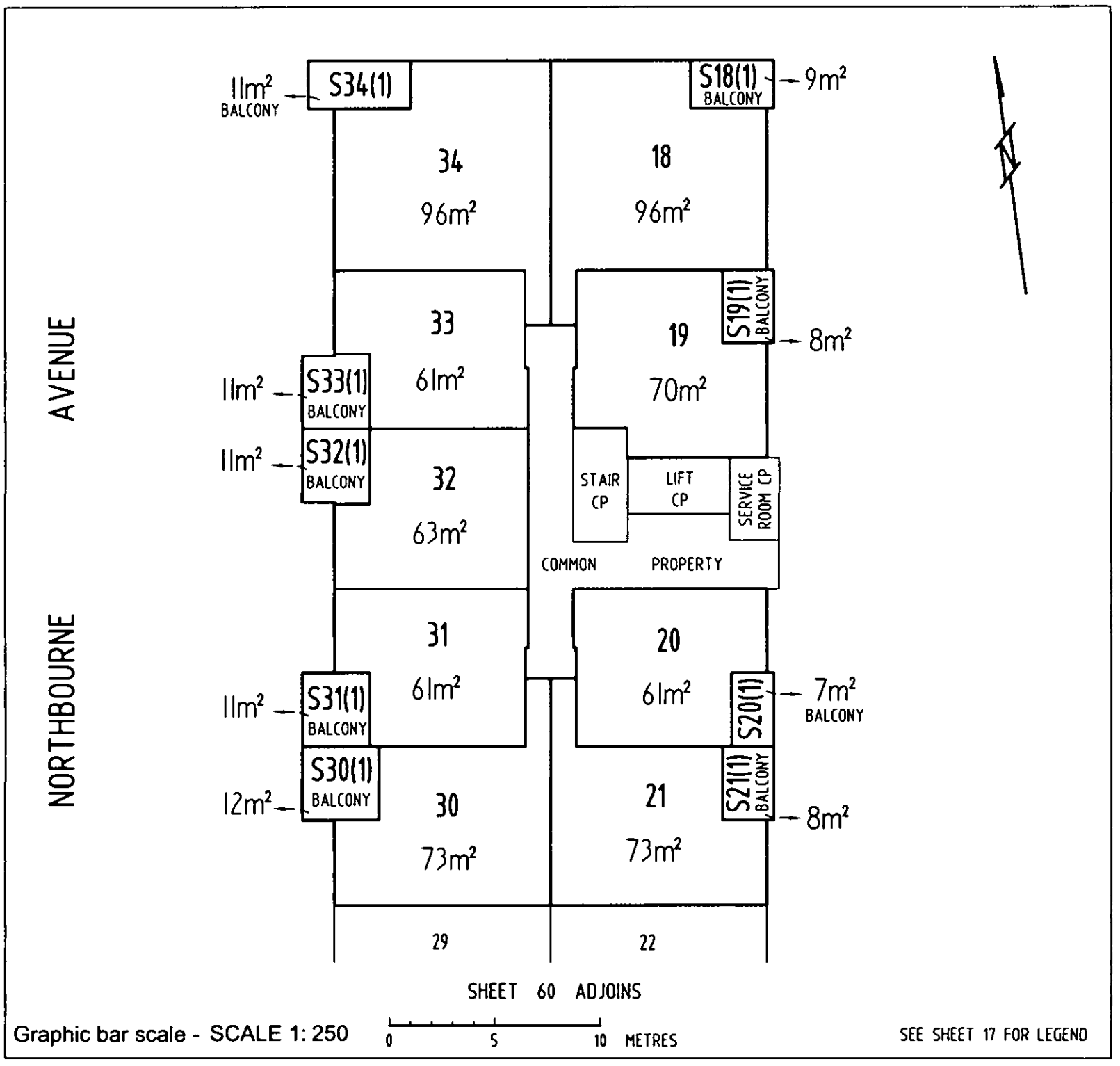
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SIXTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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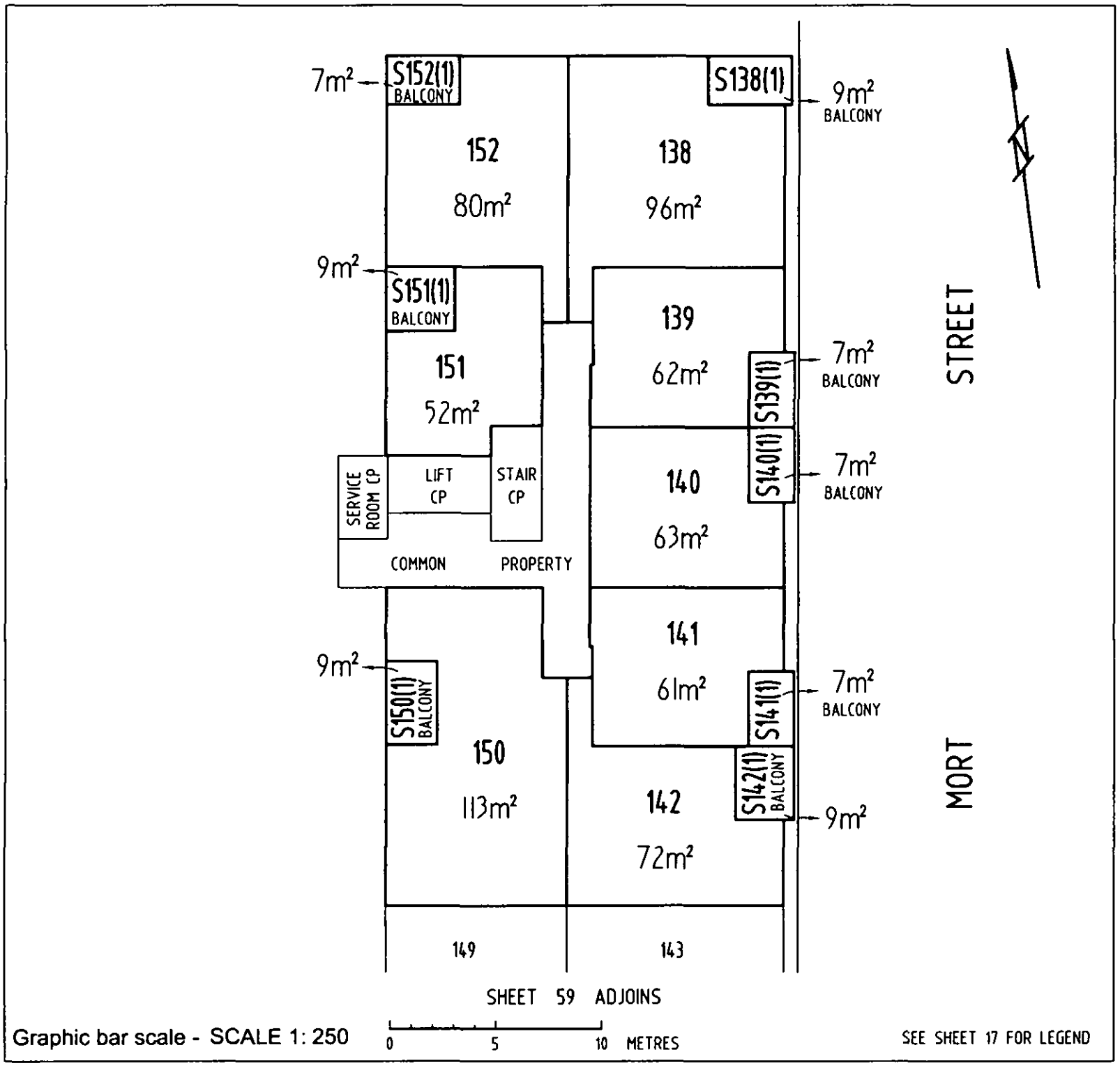
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SIXTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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Sheet No. 59 of 80

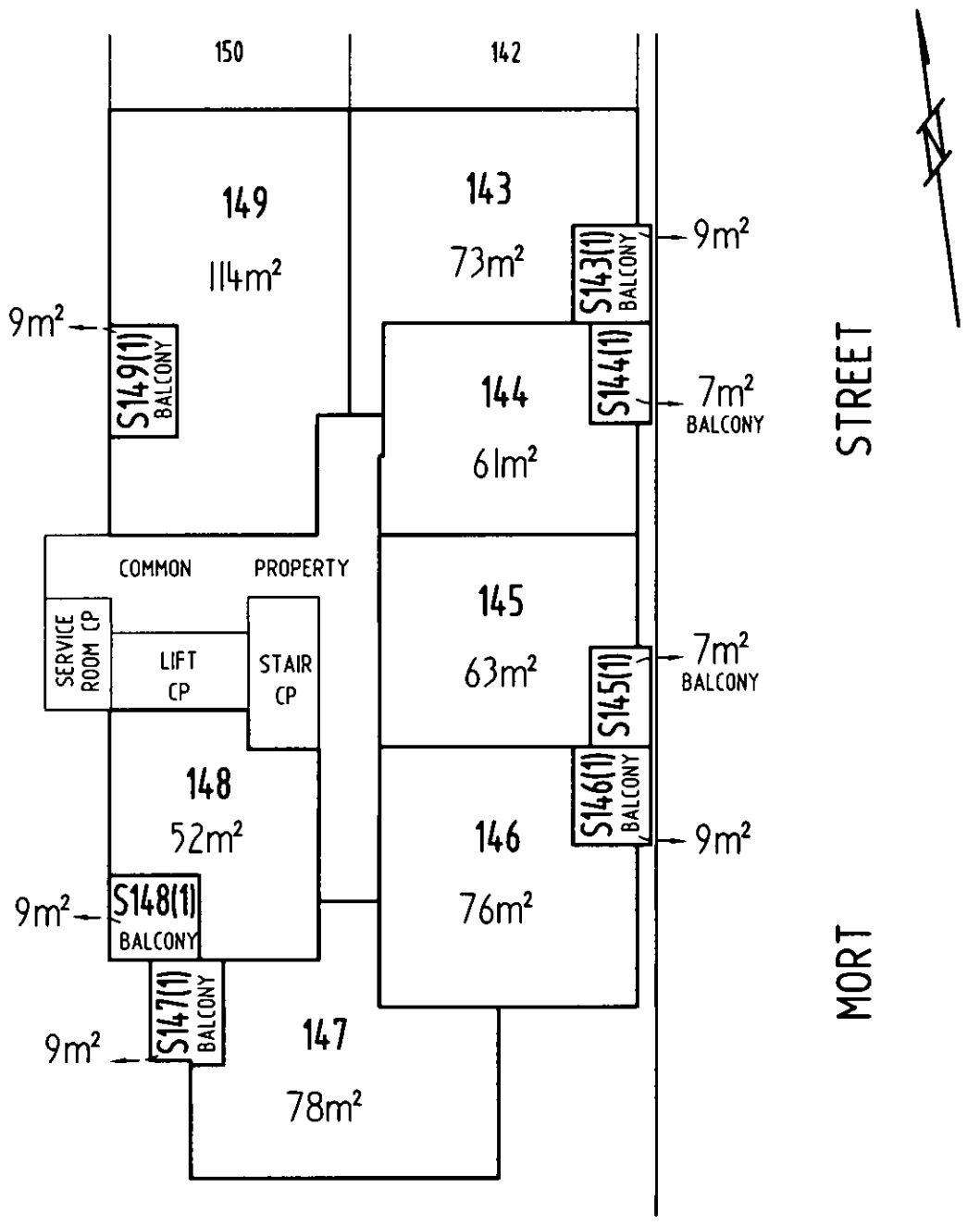
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SIXTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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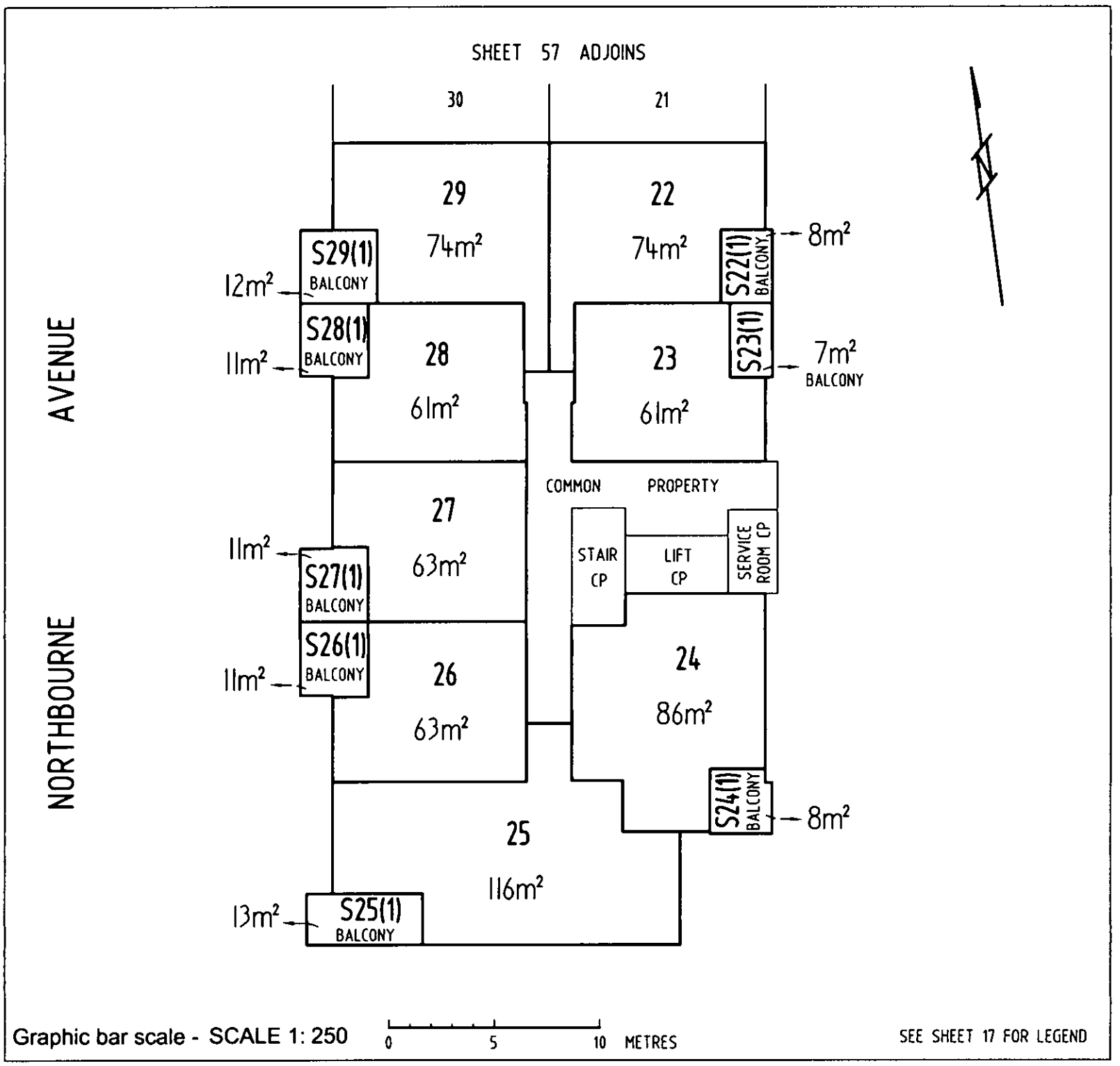
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SIXTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES

OFFICE OF REGULATORY SERVICES

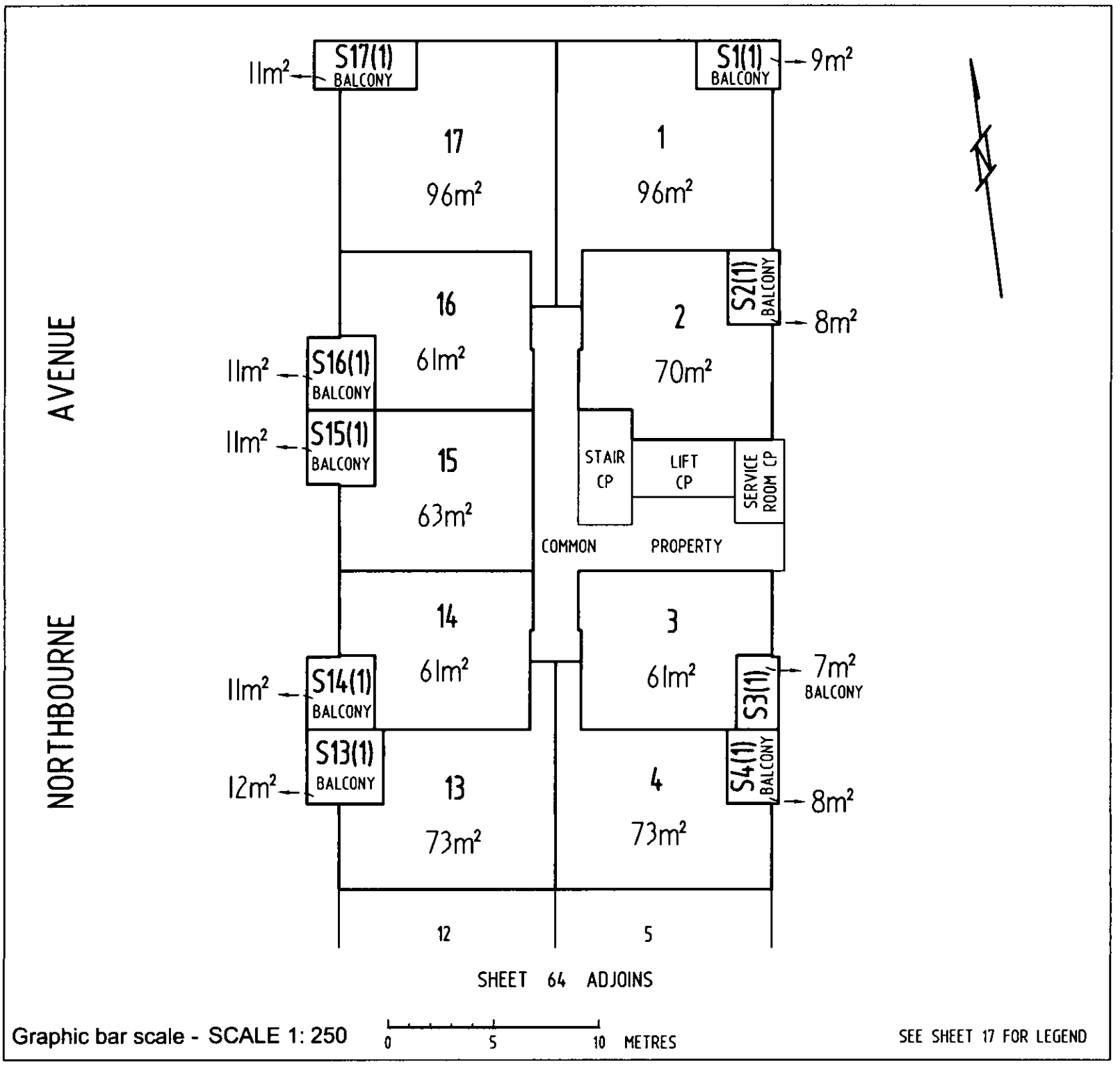
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SEVENTH	CLASS A UNITS AND UNIT SUBSIDIARIES



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LAND TITLES
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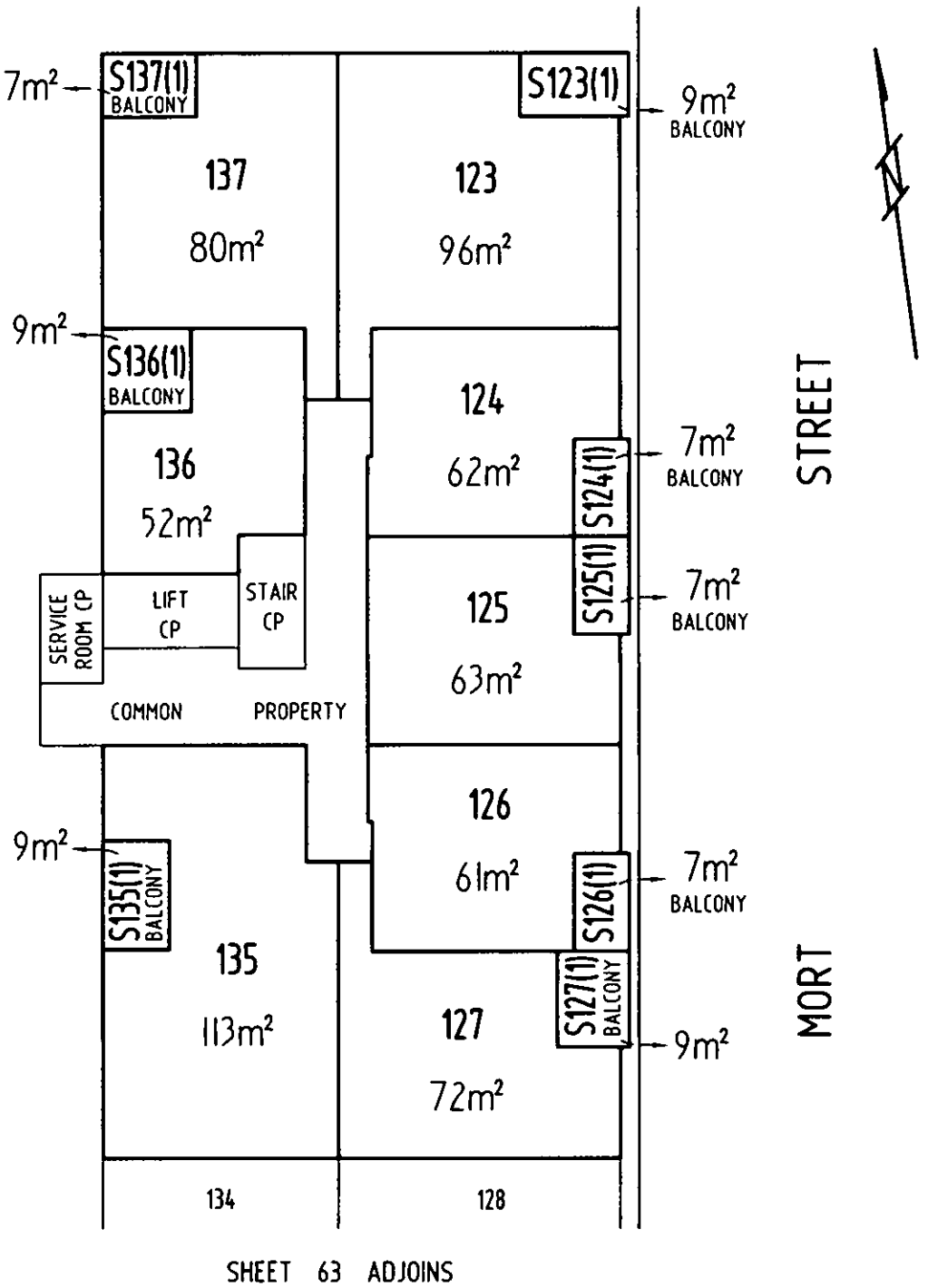
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SEVENTH	CLASS A UNITS AND UNIT SUBSIDIARIES



SHEET 63 ADJOINS

Graphic bar scale - SCALE 1: 250 0 5 10 METRES

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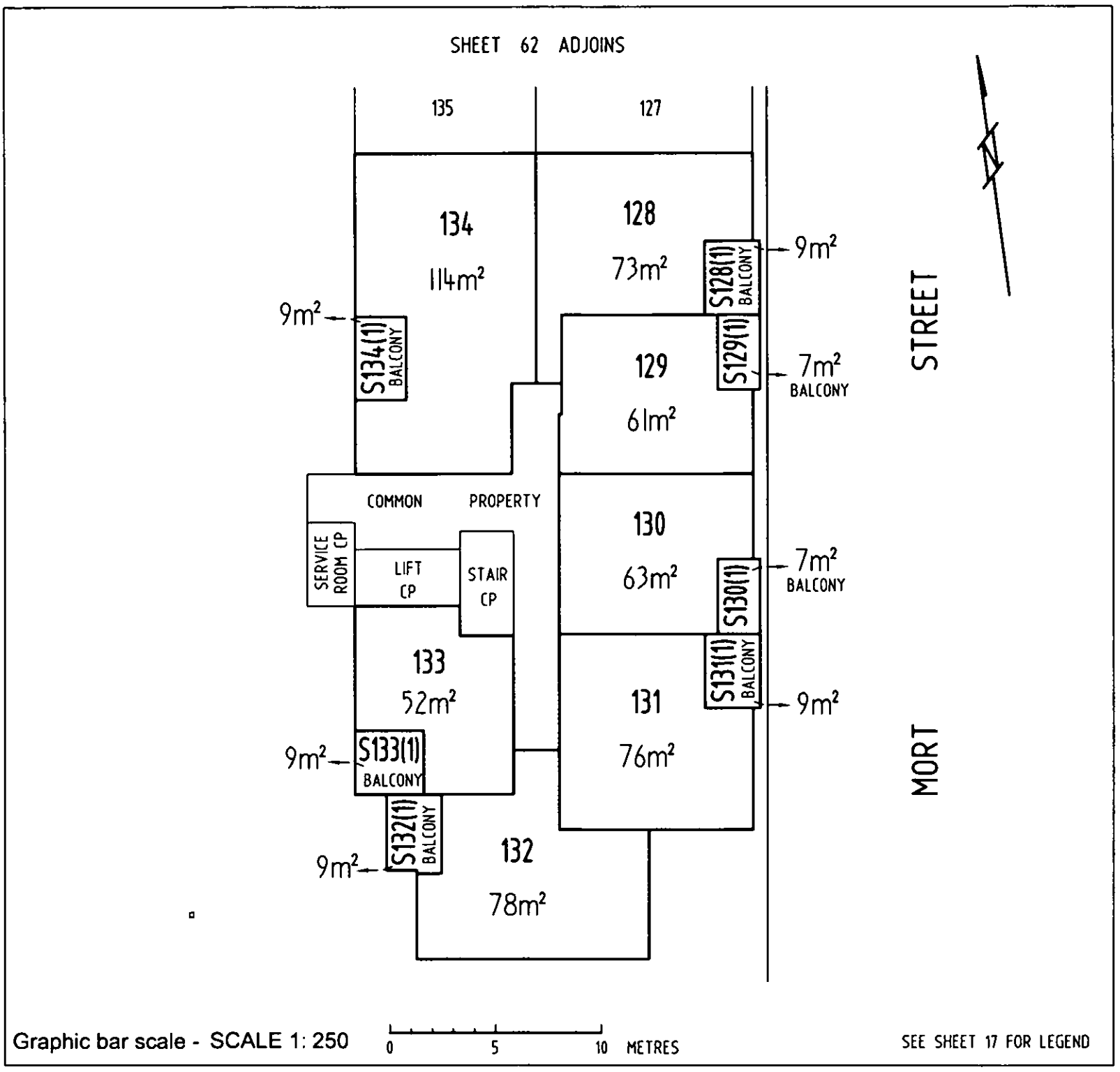
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	424

FLOOR NUMBER SEVENTH	CLASS A UNITS AND UNIT SUBSIDIARIES



Australian Executor Trustees Limited by
Stephanie Lynch POA 142597

Marque Northbourne Limited by Stephen Brennan POA
142517
Registered Proprietor

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

REF:08037.01UP

Form 3

Sheet No. 64 of 80

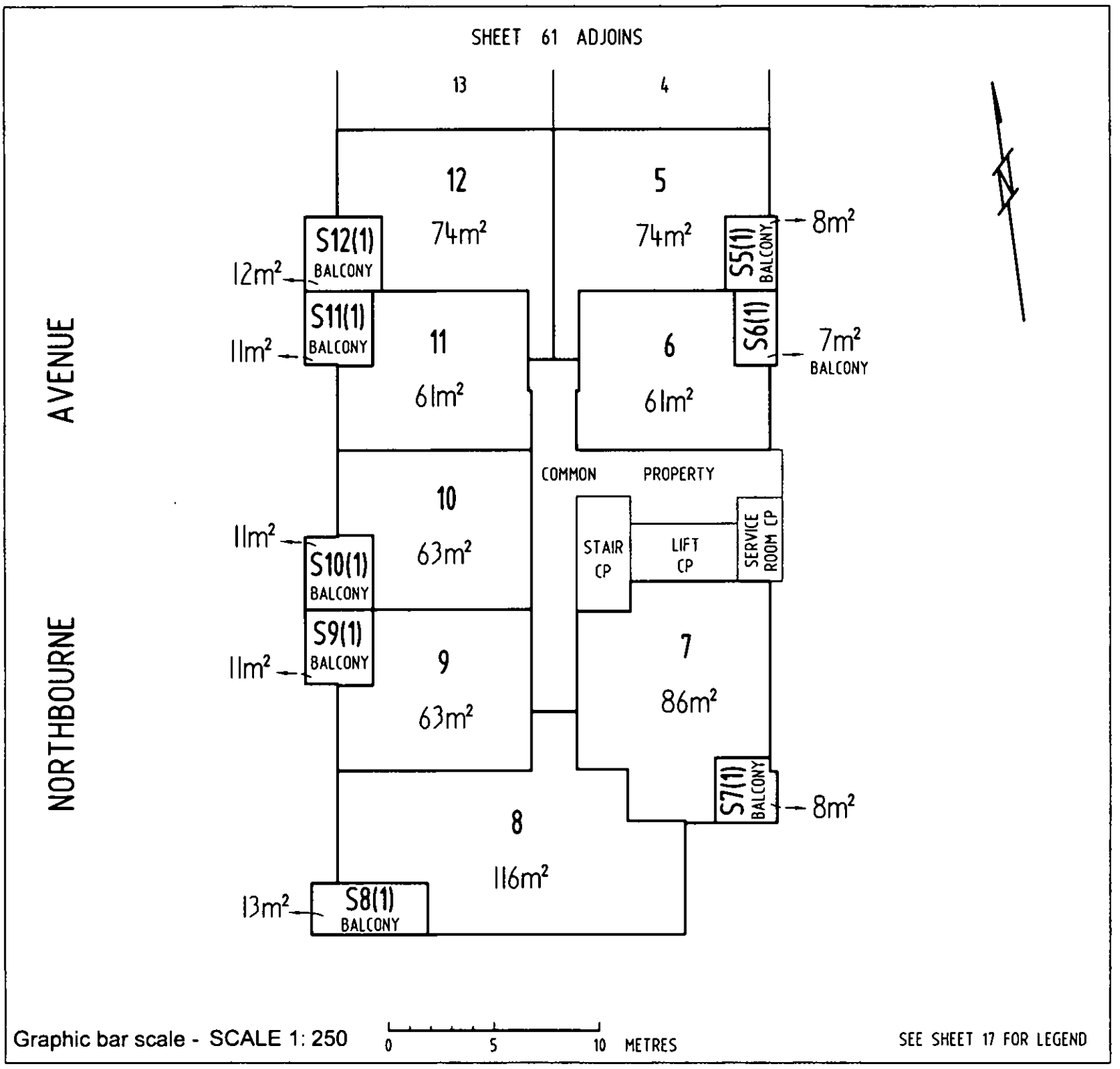
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	18	2, 3 & 4	4124

FLOOR NUMBER SEVENTH	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 250 0 5 10 METRES

SEE SHEET 17 FOR LEGEND

Australian Executor Trustees Limited by Stephanie Lynch POA 142597

Marque Northbourne Limited by Stephen Brennan POA 142517

Registered Proprietor

Lyn Tankey

Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

Authorised by the ACT Parliamentary Counsel - also accessable at www.legislation.act.gov.au

REF:08037.01UP

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4124

Blocks 2, 3 and 4 Section 18 Division of Braddon

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

TERM 1. The term of the lease of each of the units expires on the nineteenth day of April Two thousand one hundred and fourteen.

RENT 2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.

GROSS FLOOR AREA 3. The combined gross floor area of all buildings erected on the parcel of land shall not exceed 23,805 square metres.

4. Each Lessee of each of the Units Nos 1 – 245 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

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

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

PURPOSE (c) To use Units 1 to 245 as follows:

(A) Units 1 to 119 and 123 to 233 for residential use LIMITED to multi-unit housing;

(B) Units 120, 121, 122 and 234 to 245 for one or more of the following purposes:

(i) club;
(ii) communication facility;
(iii) community use;
(iv) drink establishment;
(v) indoor recreation facility;
(vi) non retail commercial use

AND IN ADDITION

(vii) Units 235, 236, 237 and 238 may also be used for the purpose of restaurant LIMITED to a combined maximum gross floor area of 500 square metres;

(viii) Units 234, 239 and 240 may also be used for the purpose of shop LIMITED TO personal services AND FURTHER LIMITED to a combined maximum gross floor area of 400 square metres

PROVIDED THAT:

(I) prior to the redevelopment of the premises for club, drink establishment, indoor recreation facility, residential use and/or restaurant, a noise management plan is provided in accordance with clause 4(e);

(II) the maximum combined gross floor area for uses (i) to (viii) and (C) of this Clause does not exceed 1,600 square metres

AND FURTHER

(C) the parcel of land may also be used for commercial accommodation use LIMITED TO hotel and/or motel AND ancillary thereto, a convention facility which may be used for training, promotion, exhibition and/or occasional sales PROVIDED ALWAYS THAT the occasional sales are conducted in connection with a convention or one off exhibitions;

UNIT SUBSIDIARY	(d)	Not to use any unit subsidiary to that unit as a habitation;
NOISE MANAGEMENT PLAN	(e)	That the Lessee shall provide a noise management plan to the Environment Protection Authority or its successors, for assessment and approval prior to the alteration or construction of a building(s) on the parcel of land or use of the premises as listed in Clause 4(c). The noise management plan must be prepared by a person suitably qualified in the assessment of environmental noise and state that building(s) to be constructed on the parcel of land comply with all relevant Australian standards and all legislation in force at that time and detail the design and siting, and construction methods which will be used to minimise the impact of noise generated from activities conducted on the premises and/or the impact of external noise affecting residents inside the premises;
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(f)	That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
SERVICE AREAS	(g)	That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
BUILDING SUBJECT TO APPROVAL	(h)	That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
REPAIR	(i)	That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
FAILURE TO REPAIR	(j)	If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee

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

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

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

PRESERVATION OF TREES (m) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

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

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

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

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

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

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

TERMINATION (a) That if:

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

(iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF RENT (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 6(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 6(a);

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

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

EXERCISE OF POWERS

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

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

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

7. 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) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;

(d) "child care centre" means the use of the parcel of land for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 and which does not include residential care;

(e) "class" for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);

(f) "club" means the use of the parcel of land as a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and which is a licensed premise under the Liquor Act 2010;

(g) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not

include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;

(h) "commercial accommodation use" means a commercial accommodation unit, guest house, hotel, motel, serviced apartment and/or tourist resort, but does not include a caravan park/camping ground or a group or organised camp;

(i) "communications facility" means the use of the parcel land for the provision of facilities for postal, telecommunications and other communication purposes including facilities used for receiving and transmitting radiated signals using radio masts, towers, and antennae systems but does not include cabling or ducting used for the carrying of electromagnetic signals;

(j) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;

(k) "community theatre" means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;

(l) "community use" means a child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and/or religious associated use;

(m) "cultural facility" means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;

(n) "drink establishment" means the use of the parcel of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;

(o) "dwelling":

(i) means a class 1 building, or a self-contained part of a class building, that:

(A) includes the following that are accessible from within the building, or the self-contained part of the building:

(1) not more than 2 kitchens;

(2) at least 1 bath or shower;

(3) at least 1 toilet pan; and

(B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

(ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

(p) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;

(q) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;

(r) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;

(s) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;

(t) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;

(u) "hotel" means use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;

(v) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;

(w) "Lessee" shall:

(i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

(iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(x) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;

(y) "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 and triple occupancy housing;

(z) "non-retail commercial use" means business agency, financial establishment, office and public agency;

(aa) "office" means the use of the parcel of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;

(bb) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;

(cc) "place of worship" means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;

(dd) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(ee) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;

(ff) "redevelopment" means

(i) construction of additional buildings; and /or
(ii) demolition and construction of replacement buildings

on the premises;

(gg) "religious associated use" means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;

(hh) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement complex, single dwelling housing and supportive housing;

(ii) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;

(jj) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services, and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take away food shop;

(kk) "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);

(ll) words in the singular include the plural and vice versa;

(mm) words importing one gender include the other genders;

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

Dated this Eighteenth day of May 2015.

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

LESSEE: **AUSTRALIAN EXECUTOR TRUSTEES LIMITED A.C.N. 007 869 794** BY STEPHANIE LYNCH POA 142597

MARQUE NORTHBOURNE LIMITED A.C.N. 159 767 861 BY STEPHEN BRENNAN POA 142517

WITNESS JANUKSHI CHAMILA PERERA
LEVEL 2, 121 CT MEYER VANDENBERG LAWYERS MARCUS CLARK ST. CANBERRA CITY ACT 2601

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4124

Block 2, 3 and 4 Section 18 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 nineteenth day of April Two thousand one hundred and fourteen.

2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.

3. That the combined gross floor area of all buildings erected on the parcel of land shall not exceed 23,805 square metres.

4. The Owners - Units Plan No. 4124 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

   (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;

   (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;

   (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;

   (d) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(e) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(f) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(g) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

(h) not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;

(i) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such

demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

(j) 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;

(k) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

(l) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:

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

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

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

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

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

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

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

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

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

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) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the *centre lines of walls separating the building from any other building* excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;

(d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4124 ';

(e) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

(g) "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);

(h) "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;

(i) words in the singular include the plural and vice versa;

(j) words importing one gender include the other genders;

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

Dated this Eighteenth day of May 2015.

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

LESSEE: **AUSTRALIAN EXECUTOR TRUSTEES LIMITED A.C.N. 007 869 794** BY STEPHANIE LYNCH POA 142597

MARQUE NORTHBOURNE LIMITED A.C.N. 159 767 861 BY STEPHEN BRENNAN POA 0142517

WITNESS

JANUKSHI CHAMILA PERERA
C/- MEYER VANDENBERG LAWYERS
LEVEL 2, 121 MARCUS CLARK STREET
CANBERRA CITY
ACT 2601

ACT Government

Access Canberra.

LAND TITLES

SR$3275949 13/10/2023 10:53:27 Moul E

3275949

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	**Email Address**	**Contact Telephone Number**	**Customer Reference Number**
Bridge Strata	admin@bridgestrata.com.au	02 6109 7700	

TITLE AND LAND DETAILS			
Volume & Folio	**District/Division**	**Section**	**Block**
2184:50	BRADDON	18	2, 3 & 4

UNITS PLAN NUMBER
4214

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
House Rules	10/09/2023

SUPPORTING DOCUMENTATION (Please select appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☒ Sealed copy of Alternate Rules ☐ Other (specify) -	THE OWNERS - UNITS PLAN 4124 Common Seal

CERTIFICATION **Delete the inapplicable*

Applicant

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

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

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

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

Signed By:

Jessica Lee Hocking
Administrative Assistant

Steve Paul Weibe

for: *Bridge Strata Pty Ltd, Managing Agents of Units Plan 4124*
on behalf of the Registered Proprietor/~~Managing Agent~~

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by		Registration Date	LMT - 04/12/2023

VOI sighted category 3

bridge STRATA
COMMUNITY MANAGEMENT

BRIDGE STRATA
ACT: Level 1, 4/55 Woolley Street, Dickson ACT 2602
NSW: Level 1 95-97 Monaro Street, Queanbeyan NSW 2620
PO Box 164, Jamison ACT 2614
E: admin@bridgestrata.com.au
P: 02 6109 7700

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN 4124

IQ Apartments, 102-104 Northbourne Ave & 51-53 Mort St, BRADDON ACT 2612

The Annual General Meeting of The Owners - Units Plan 4124 was held at on Tuesday, 12 September 2023 at 06:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name	Representative
27	605	Yes	Peter Raven	
35	508	Yes	Robert & Josephine Azzopardi	
48	504	Yes	Dharini Kethesparan	
49	505	Yes	S & K Catanzariti Property P/L	Steven Catanzariti
50	506	Yes	Kaylen Payer	
52	408	Yes	Adam Gordon	
64	403	Yes	Karla McKay	Directed Voting
68	407	Yes	Theresa Guo	
81	303	Yes	Kiran Karamil	Proxy to Anthon Barilaro
86	208	Yes	T Saunders & E Mcanulty	
90	202	Yes	Peter and Jane Devaney	
91	201	Yes	E Delaney & P VanderNiet	Peter VanderNiet
94	206	Yes	Christopher & Judith Fitzpatrick	
100	205	Yes	Anais-anne Le Gall, N & T Papanicolaou	
114	103	Yes	Dragan & Dragana Reljic	
127	703	Yes	Samantha Chin	
137	708	Yes	Steven & Cheryl Laredo	
133	707	Yes	Gavin & Karyn Oakley	
140	605	Yes	Jiaying Goh	
141	604	Yes	Jacob & Andrea Holland	
144	604	Yes	Clare McMahon	
154	506	Yes	Eric Ison	
156	504	Yes	Johanna Amelia Butler	
157	503	Yes	Gavin Norman & James Alchin	
162	507	Yes	Mary Camilleri	Proxy to Robert Azzopardi
169	406	Yes	Laura Lay	
170	405	Yes	Vatsal Mistry	
176	406	Yes	Nicholas Seefried	
179	402	Yes	Tanya Jones	
199	308	Yes	J Lyndon & A McNally	
217	107	Yes	Philip Ellings	
221	103	Yes	Brendon Wright	
233	108	Yes	Anthony & Karen Barilaro	

Jan Browne as Strata Manager declared the meeting open.

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Reduced Quorum: The meeting opened and noted that a quorum was not reached. With the consent of those present, the meeting progressed under the Reduced Quorum pursuant to Section 3.10 of the *Unit Titles (Management) Act 2011* which reads that a Reduced Quorum decision is disallowed if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote on the relevant motion at the time of signing.

1 CHAIRPERSON

Confirmation of Chairperson - Anthony Barilaro
The strata manager - Jan Browne of Bridge Strata to assist as a Facilitator

2 MINUTES

Resolved that the minutes of the last general meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

3 EXECUTIVE COMMITTEE REPORT

Resolved that the Executive Committee present their report including an update on the works at the complex.
The Committee referred to reports as circulated with meeting paperwork
The meeting recorded a Vote of Thanks to the EC.

4 FINANCIALS

Resolved that the financial statement as prepared for the financial year ending 30/06/2023 be accepted.

5 AUDIT

Resolved that the Owners Corporation appoint an auditor to audit the accounts and financial statements of the owners corporation.

6 FIRE SAFETY REPORT

Resolved that the Owners Corporation obtain a 12 month fire certificate.

7 BUILDING DEFECTS

Owners who are aware of any defects are requested to advise the Executive Committee and/or Manager.
No vote required

8 MAINTENANCE PLAN

Resolved that the Owners Corporation review the attached Maintenance Plan for the ongoing maintenance of the common property.

9 INSURANCES

Resolved that the Owners Corporation vary or extend their insurances with the following:

a) the building sum insured at the time of renewal in accordance with:
   i) suggested sum insured as recommended by the insurance company;

b) confirm Office Bearers Liability cover for the Executive Committee members.

THE OWNERS - UNITS PLAN 4124
Common Seal

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10 BUDGET

Resolved that:

(a) the Owners Corporation estimates that in respect of the period ending **30/06/2024** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81* of the *Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and

(b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

(i) to the administrative fund, the sum of **$598,400.00 including GST**; and

(ii) to the sinking fund, the sum of **$325,802.40 including GST**; and

(c) those amounts are to be paid by regular equal Quarterly instalments due on the **27/09/2023** and subsequent instalments being due on **27/12/2023, 27/03/2024, 27/06/2024**.

11 EXECUTIVE COMMITTEE

Resolved that:

(a) the number of members to comprise the Executive Committee for this year be determined at **6** and the Executive Committee be elected; and

(b) the Owners Corporation elects a representative to act as the nominated point of contact with the Managing Agent.

Jiaying Goh (605/140/53) Steven Catanzariti (505/49/104)
Anthony Barilaro (233/108/53) Robert Azzopardi (508/35/104)
Kiran Karamil (303/81/104) Nicholas Seefried (406/176/51)

NB: The meeting resolved by majority vote, that it was in the best interests of the Owners Corporation to keep the number of the Executive Committee at 6, and to elect to the Executive Committee, the 6 members of the Owners Corporation who made their nominations in writing prior to the commencement of the AGM.

12 ADEQUACY OF AUTHORISATIONS, DELEGATIONS AND APPOINTMENTS

Resolved that the owners consider that adequate authorisations, delegations and appointments are in place.

13 MINOR PROJECTS

Resolved that by Special Resolution the Owners Corporation add to common property with minor improvements, up to a maximum value of $15,000, and to be funded from Owners Administration Funds (i.e. surplus), not as a separate levy.

14 FUTURE WORKS

Resolved that the Owners Corporation determines a future works and maintenance program for the complex for the next 12 months including but not limited to the below -

- Investigating the conversion of the hot water system from gas to electricity.

15 RISK ASSESSMENT

Resolved that the Owners Corporation undertakes a risk safety assessment of common property areas in accordance with current Work, Health & Safety requirements.

16 SINKING FUND PLAN

Resolved that the Owners Corporation undertakes a review of the 10-year Sinking Fund Plan in accordance with section 82 of the *Unit Titles (Management) Act 2011*, and resolve to undertake one of the following -

(a) adopt and implement the plan

17 RULES AMENDMENTS

Resolved that by Special Resolution the Owners Corporation accepts the new Owners Corporation Rules, and said Rules be registered in accordance with Sec. 70 of the Land Titles (Unit Titles) Act 1970

New Rules include the following ...

5B. Floor Coverings (Alterations)
6B. Electric Vehicle Charging Stations (EVCS)
6C. Defibrillators
6D. Letter Boxes and Parcel Deliveries
24B. Loading Zone
30B. Strata Manager / Managing Agent
30C. Resident Manager
31. Moving In / Out Procedure
32. Security - CCTV Policy
33. Security - Audits of Keys & Electronic Access Devices
34. Security - Apartment Entry Door Locks
35. Damage to Common Property
36. Insurance
37. Social Media

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18 RESTRICTING ACCESS TO EV CHARGING STATIONS

That by Ordinary Resolution the Owners Corporation grant an easement on common property for the sole purpose of electric vehicle charging at the designated EV charging station locations, and the associated pavement markings and signage be funded from Owners Administration Funds. (i.e. surplus) not as a separate levy.

MOTION LOST

NB: Concerns noted on loss of carparking spaces.

19 ADDITIONAL CCTV CAMERAS & EQUIPMENT

Resolved that by Ordinary Resolution the Owners Corporation add to common property with the installation of 13 additional CCTV security cameras for the purposes of exercising its functions including the enforcement of its Rules, the protection of health, wellbeing and property of residents, at an approximate cost of $33,000, and to be funded from the Sinking Fund Plan, not as a separate levy.

20 RESIDENT MANAGER POSITION

Resolved that by Ordinary Resolution the Owners Corporation engage and confirm the Residents Manager position and roles, for an amount of $11,000 per annum.

The meeting confirmed Rob Azzopardi's appointment.

NB: Several comments in the zoom chat noted their thankyou to Rob and the good work that he does.

21 GENERAL BUSINESS

None noted.

CLOSURE: There being no further business, the meeting closed at 07:34 PM.

Bridge Strata P/L
Units Plan Manager for Units Plan 4124

Jan Browne
Units Plan Portfolio Manager

ARE YOU CONNECTED?

The Owners Portal provides owners and committee members access to information relating to their plan and own personal details including but not limited to:

- Various Financial Reports
- Minutes of Meetings
- Agendas
- Levy Notices
- Insurances
- Work Orders
- Building Reports

If you wish to use this service, please email your request to admin@bridgestrata.com.au with your details and your unique access details will be forwarded to you.

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OWNERS CORPORATION RULES

UNITS PLAN NO. 4124

IQ Apartments

51 & 53 Mort Street and 102 & 104 Northbourne Avenue

Braddon ACT 2612

Dates - Legal Review (Proctor Legal) :	26th Apr 2023
- Special Resolution Passed (AGM) :	xxth xxx 2023
- Land Titles Office Registration :	xxth xxx 2023
- These Rules Effective :	xxth xxx 2023

OWNERS CORPORATION RULES

THE OWNERS - UNITS PLAN 4124 Common Seal

UNITS PLAN NO. 4124
51 & 53 MORT STREET and 102 & 104 NORTHBOURNE AVENUE
BRADDON ACT 2612

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OWNERS CORPORATION RULES

THE OWNERS - UNITS PLAN 4124 Common Seal

1. DEFINITIONS AND INTERPRETATIONS

Definitions:

(a) **Act** means the Unit Titles (Management) Act 2011 (in force at the time), or other legislation applicable at any time;

(b) **Authorised Owner** refers to a Unit Owner to whom the Executive Committee has authorised a use of common property for a specific purpose;

(c) **Breach Notice** or **Infringement Notice** means a notice given by a Parking Enforcement Supplier;

(d) **Common Property** means the designated areas on the Units Plan No 4124;

(e) **Common Area Visitor Parking** means the area designated on the Units Plan, namely the area between two vehicle entry gates to Basement B1 (designated VP1 to VP17). Also included two car parking spaces designated 'Visitor', on Basement Level B1, and Ground Floor Level commercial carpark;

(f) **Executive Committee** means the eligible persons elected at the most recent Owners Corporation Annual General Meeting (AGM) as Members of the Executive Committee and who remain as Members of the Executive Committee in accordance with Sect 39 of the Act;

(g) **Executive Committee Representative** means a person authorised in writing by the Executive Committee;

(h) **Owners Corporation** means the legal body established for Units Plan No 4124;

(i) **Owner, Occupier or User**, of a unit, includes an invitee or licensee of an Owner, Occupier or User of a unit;

(j) **Property** or **Building** or **IQ Apartments** means all of the land and buildings physically located within the boundaries of Units Plan No 4124;

(k) **Rule Infringement Notice** means a notice given by the Owners Corporation in accordance with Sect 109 of the Act or other legislation applicable at any time;

(l) **Strata Manager** or **Managing Agent** means the person or corporation contracted to provide strata management services to the Owners Corporation;

(m) **Territory** means the Australian Capital Territory; **ACT** is the acceptable abbreviation for the same jurisdiction;

(n) **Unit** is a part of parcel shown in a unit title application or a units plan as a unit and includes any unit subsidiary shown on the plan as annexed to the unit;

(o) **Unit Owner** means the registered proprietor of the Unit;

(p) **Unit Subsidiary** has the same definition as Sect 12 of the *Unit Titles Act 2001*;

(q) **User** of a Unit, includes an Owner, Occupier or an invitee, or licensee of an Owner or Occupier;

(r) **Visitor** means any person who is not an Owner or Occupier but who is at the Property at the invitation or request of an Owner or Occupier.

Interpretations:

A word or expression defined in the Act, the Unit Titles Act 2001 or any applicable regulations is intended to have the same meaning in these Rules.

THE OWNERS - UNITS PLAN 4124 Common Seal

2. EFFECT OF RULES

These Rules are taken to be agreements under seal between the Owners Corporation and each of its members (Unit Owner), and between each member and each other member, under which the corporation and its members agree to be bound by the Rules of the Owners Corporation.

In particular, an Occupier or User of a Unit (who is not the Unit Owner) is bound by each Rule as if they were the Unit Owner unless the Rule specifies to the contrary, and the Unit Owner is liable separately and together with an Occupier or User of the Unit for any breach of the Rules of the Owners Corporation by the Occupier or User, unless the Unit Owner can satisfy Sect 107 (3) of the Act.

3. PAYMENT OF RATES AND TAXES BY UNIT OWNERS (refer also Rules 14, 29)

A Unit Owner must pay all rates, taxes, and any other amount payable for the Unit.

4. REPAIRS AND MAINTENANCE

(a) A Unit Owner must ensure that the Unit is maintained in a good state of repair at all times.

(b) 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 the Owners Corporation under these Rules and any Territory law.

(c) An Occupier must keep any part of the Unit that is visible from common property or the exterior of the building clean, tidy, and well maintained. This Rule also applies to Unit entry doors visible from public common area corridors.

(d) An Occupier agrees to report any graffiti of any description to the Manager / Caretaker / Cleaner (refer Rule 30A).

5A. ERECTIONS, ALTERATIONS, ADDITIONS, IMPROVEMENTS (refer Rules 5B, 6A(i), 15)

(a) A Unit Owner must not erect or alter any structure in a Unit or on common property without the prior written consent of the Owners Corporation which may only be given by passing of a special resolution at a General Meeting following a request by the Owner under Rule 5A(e).

(b) A Unit Owner must not make any alterations or modifications to their Unit or balcony doors or windows, including the installation of awnings or other types of weather protection devices, enclosures and screens, EV charging stations, etc without the prior approval of the Executive Committee.

(c) A Unit Owner must not allow service providers and other contractors to install any type of service for them, to make installations or alterations, including visual elements, such as installation of piping, conduits, cables, etc on common property without the prior approval of the Executive Committee.

(d) A Unit Owner must not make any alterations or modifications to floor coverings within their Unit without the prior written consent of the Owners Corporation. (Refer particularly to Rule 5B).

Cont'd / ...

THE OWNERS - UNITS PLAN 4124 Common Seal

5A. (e) If a Unit Owner wishes to make a request for the Owners Corporation's consent under this Rule, the Owner must make the request to the Executive Committee in writing, using the applicable Form, together with the following conditions and supporting documents:

(i) All permits, approvals or consents required for the proposed works under all relevant laws or alternatively, written confirmation from suitably qualified persons or bodies that permits, approvals or consents are not necessary for the proposed works;

(ii) All plans and specifications for the proposed works prepared by suitably qualified persons;

(iii) Details of what parts of the Property will be affected by the proposed works;

(iv) Details of how the proposed works will affect the appearance of the Property;

(v) Written confirmation from suitably qualified persons on whether the proposed works may affect the following aspects of the Property:

(i) the structural integrity,

(ii) any services,

(iii) the fire and life safety aspects,

(iv) the acoustic properties;

(vi) If the proposed works may affect any of the aspects of the Property in Rule 5A, appropriate plans and specifications from suitably qualified persons to address any such effect(s);

(vii) The proposed dates and times for the performance of works taking into account the obligations with respect to noise and the restrictions set out in Rules 8 & 9;

(viii) The proposed method of ensuring the proposed works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner, Occupier or User of the Property;

(ix) Any other document reasonably requested by the Executive Committee relating to the proposed works.

(f) On receipt of a written request under Rule 5A(e), the Executive Committee will put on the agenda for the next General Meeting a motion to vote on whether the request will be approved by a resolution together with all the documents submitted by the Unit Owner in support of the request. (refer also Rule 5A(h)).

(g) Any motion to approve a request must include the following conditions of approval:

(i) The Unit Owner shall inform the Executive Committee of, and allow a nominated representative to be present at, the commencement of the works;

(ii) the Unit Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the works and all approved plans and specifications;

(iii) the Unit Owner will agree to indemnify the Owners Corporation for any claims, loss or damage suffered by any person of the Owners Corporation in connection with the works;

Cont'd / ...

THE OWNERS - UNITS PLAN 4124 Common Seal

5A. (g) (iv) the Unit Owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review and confirm the plans and specifications insofar as they will be effective to address any of the aspects of the Property in Rule 5A;

(v) the Unit Owner will be responsible for the ongoing repair and maintenance of the works and any Property affected by the works.

(h) Rule 5A(f) applies to the timeframe in which the Owners Corporation will consider the Unit Owner's request unless the requesting Unit Owner agrees in writing to pay for the administrative costs of the Owners Corporation convening an earlier General Meeting to consider the request.

5B. FLOOR COVERINGS (ALTERATIONS) (refer also Rules 5A, 8, 9)

(a) A Unit Owner must ensure that all floor space in the Unit is covered or otherwise treated to prevent noise transmission from the Unit that is likely to disturb the reasonable enjoyment of an Owner or Occupier of another Unit.

(b) The minimum standard acceptable for replacement flooring in UP 4124 is an Association of Australian Acoustical Consultants (AAAC) 5-Star rating, specifically an LnT,W result of 45 or less. This means that the impact sound pressure level of the flooring product and underlay shall not exceed 45dB on a maximum depth concrete slab of 160mm.

(c) Installation of flooring products must be carried out by qualified installers who undertake to carry out the installation in accordance with the manufacturer's instructions.

(d) Owners wishing to replace floor coverings must obtain prior approval from the Executive Committee by submitting an application, using the applicable Form, and supporting documents in accordance with Rule 5B(e).

(e) An application for approval to replace flooring shall be submitted to the Executive Committee and must include:

(i) The documentation specified in Rule 5A, as applicable;

(ii) Sound transmission test results for structure-borne noise, undertaken by an independent authority, that is evidence that the proposed product and underlay combination will meet the conditions set out in Rule 5B(b). The National Construction Code (NCC) and the ACCC have recommendations and guidelines for structure-borne noise in Class 2 Buildings (strata), including impact isolation of floors;

(iii) Name and contact information of the qualified installer who will carry out the installation in accordance with the manufacturer's instructions.

(f) On receipt of an application under Rule 5B(d), the request will be considered at the next Executive Committee Meeting. The Executive Committee may vote to have the request referred to a General Meeting, in which case Rules 5A(f) & (h) will apply.

Cont'd / ...

5B. (g) Upon completion of the works, the Owner is required to provide to the Executive Committee, at the Owner's expense:

(i) evidence of the acoustic insulation materials used; and

(ii) confirmation that they have been installed in accordance with the manufacturer's instructions for achieving the acoustic standard.

(h) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager on behalf of the Owners Corporation.

(i) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and this responsibility transfers to future Owners of the Unit. Owners should carry their own insurance policies for coverage of any incidents that may arise.

6A. USE OF COMMON PROPERTY (refer also Rules 6B - D, 23, 24A & B, 26, 27, 32, 35)

(a) 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.

(b) An Owner, Occupier or User must not do anything or cause to be done anything which may:

(i) cause a hazard to the health, safety and security of another Owner, Occupier or User;

(ii) prejudice the safety or security of any part of the Property;

(iii) interfere with the fire or life safety equipment at the Property;

(iv) obstruct any fire safety egress at the Property;

(v) obstruct any loading zone (especially on the Northbourne driveway); or

(vi) cause non-compliance with any fire or life safety requirement for the Property.

(c) The Owners Corporation may take measures to protect and secure the common property and any Unit from fire, health, security, or safety hazards and for this purpose may without limitation, restrict access to any part of common property.

(d) An Owner, Occupier or User must not dispose of any refuse or rubbish on the common property except in the receptacles provided for that purpose (Rule 27).

(e) An Owner, Occupier or User must not dispose of or store any items, including but not limited to furniture, mattresses, electrical appliances/equipment, or plant matter on common property, including, but not limited to, the bin/refuse rooms or on the parking levels of the building (Rule 27).
Note: such items must be disposed of at approved ACT disposal sites.

(f) If an Owner, Occupier or User soils or dirties any part of the common property that person, (or if for any reason that person is unable to be located within 24 hours, then the Unit Owner) must, at their own cost and expense, clean that part of the common property.

Cont'd / ...

6A. (g) An Owner, Occupier or User must not store any items on common property areas.

(h) An Owner, Occupier or User must not park vehicles on common property areas (refer also Rules 24A(h),(k)).

(i) An Owner, Occupier or User must not attach any device on common property without approval.

6B. ELECTRIC VEHICLE CHARGING STATIONS (EVCS) (refer also Rules 5A, 6A, 24A)

(a) EVCS are located in **designated** car parking spaces within the Property on 'common area visitor parking areas' and 'unit subsidiaries' (ie Unit park spaces). EVCS located on common visitor parking areas are available for the use of Occupiers and their visitors on a first-come-first-served basis.

(b) Vehicles utilising common visitor parking areas must not use **designated** spaces for any purpose other than charging a vehicle and that same vehicle must not use designated car parking spaces on consecutive days.

(c) Vehicles utilising common visitor parking areas must be moved from the **designated** space when the vehicle is sufficiently charged OR after a maximum period of 8 hours.

(d) EVCS are provided for the use of all Occupiers and their Visitors. Users of EVCS must observe the reasonable needs of others and avoid interfering with the reasonable use and enjoyment of the **designated** spaces by other Users.

(e) An Owner who has a unit subsidiary parking space may apply to the Executive Committee to install an EVCS, including electrical supply, distribution and associated electrical outlet. An application for approval shall be in accordance with Rule 5A and subject to the installation of only EVCS that are approved by the Owners Corporation.

(f) Vehicle owners who breach these Rules or any published Regulatory Rules or Conditions can be issued with a warning followed by a Rule Infringement Notice (RIN) after repeated offences, at the discretion of the Owners Corporation.

(g) All costs associated with charging a vehicle are borne by the user.

(h) EVCS are tested and tagged annually by a qualified technician.

(i) An Occupier or Visitor acknowledges and agrees that the Owners Corporation takes no responsibility for the use or the misuse of EVCS.

6C. DEFIBRILLATORS (refer also Rules 5A, 6A, 22(i))

(a) Two defibrillators are located on the Ground Floor car parking area adjacent to the foyer/lobby internal glass sliding entry doors to Mort St and Northbourne Ave. Owners, Occupiers and Users should familiarise themselves with these locations

(b) Defibrillators are available for emergency use by Owners, Occupiers, Users and Visitors and other authorised personal.

(c) An Owner, Occupier, User or Visitor acknowledges and agrees that the Owners Corporation takes no responsibility for use or the misuse of defibrillators.

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6D. LETTER BOXES AND PARCEL DELIVERIES (refer also Rule 6A(i), 22(k))

(a) Letter boxes are located on the Ground Floor, outside each of the four entrance foyers/lobbies of the Property.

(b) An Owner, Occupier or User must not, under any circumstances use letter boxes, or other unauthorised receptacles, to deposit keys, swipe cards, remotes, fobs, etc (**'access devices'**).

(c) An Owner is liable to reimburse the Owners Corporation for all costs associated with, or resulting from, the theft of access devices, by intruders or other unauthorised personal.

(d) An Owner or Occupier acknowledges and agrees that the Owners Corporation takes no responsibility for the security of any items left in letter boxes or in foyers/lobbies.

7. HAZARDOUS USE OF UNIT (refer also Rules 11, 16, 25)

A Unit Owner must not use the Unit, or permit it to be used, to cause a hazard to an Owner, Occupier or User of another Unit.

8. USE OF UNIT – NUISANCE OR ANNOYANCE (refer also Rules 9, 10)

(a) 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.

(b) 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.

(c) Permission may be given subject to stated conditions.

(d) Permission may be withdrawn by special resolution of the Owners Corporation.

(e) Incidents that infringe the laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where personal safety is threatened. Police attendance can be requested by phoning 131 444.

Note: To assist Residents understand Clauses 8 and 9, the Oxford English Dictionary defines nuisance as meaning a person or thing causing offence, inconvenience or annoyance. Substantial annoyance in the same dictionary is defined as meaning unreasonable harassment or disruption of privacy of another person.

9. NOISE (refer also Rule 5B regarding Floor Covering Changes)

Note: Noise penetrates easily into other Units particularly through walls, floors, hallways, balcony doors and windows.

(a) 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.

(b) 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.

(c) Permission may be given subject to stated conditions.

Cont'd / ...

(d) Permission may be withdrawn by special resolution of the Owners Corporation.

(e) (i) At all times, and specifically between 10:00pm and 7:00am, all Owners, Occupiers and Users should avoid making noise that may interfere with the reasonable use and enjoyment of other Unit Owners, Occupiers or Users, including noise from music, television, loud voices, slamming of unit doors, use of mobile phones on balconies, noise emanating from floors (especially hard floor surfaces, etc).

(ii) In addition, noise in the common property BBQ and other recreation areas should not disturb other Owners, Occupiers or Users.

10. ANIMALS AND BIRDS (PETS) (refer also Rules 8, 9)

(a) An Owner, Occupier or User must not keep a pet in a Unit without the approval of the Executive Committee, which must not be unreasonably withheld.

(b) Rule 10(a) does not apply to any animal that assists a person with an impairment or disability. However, the Owners Corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

(c) An Owner, Occupier or User wishing to make a request to keep a pet in a Unit must submit in writing, on the applicable Form, to the Executive Committee, accompanied by the applicable processing fee, the following information:

(i) the species, name, age, colour and sex;

(ii) confirmation the pet is registered in the ACT and vaccinated;

(iii) confirmation the pet is not likely to be a danger or hazard to any Resident.

(d) On receipt of a request under Rule 10(c), the Executive Committee must vote on whether to approve the request at the next scheduled Executive Committee meeting.

(e) Approval under Rule 10(a) is taken to relate only to the pet which is the subject of the request and as such may not be transferred.

(f) Pets must be confined to the Unit unless on a leash.

(g) The Executive Committee has the power to revoke approval under Rules 8 & 9 if it reasonably believes the pet has caused or is causing a substantial nuisance to an Owner, Occupier or User of another Unit and it is satisfied, on reasonable grounds, such substantial nuisance is likely to continue.

(h) Any damage or soiling of common property caused by pets is the responsibility of the Owner, Occupier or User who must, at their cost and expense, clean that part of the common property.

(i) An Owner, Occupier or User must not feed birds from balconies as this may encourage more birds to migrate to the Property and cause further soiling and damage to common property.

(j) An Owner, Occupier or User must correctly dispose of animal litter products in a suitable manner which should be secured in a plastic bag, (preferably double bagged and tied shut to avoid spillage) and placed in the chute, **NOT in the recycling bins.**

THE OWNERS - UNITS PLAN 4124 Common Seal

11. ILLEGAL USE OF UNIT (refer also Rule 7)

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

12. WHAT MAY AN EXECUTIVE COMMITTEE MEMBER DO ? (refer also Rule 30C)

(a) An Executive Committee Representative may do any of the following in relation to a Unit at all reasonable times:

(i) if the Executive Committee has reasonable grounds for suspecting that there is a breach of the law, Act or the Rules in relation to a Unit – inspect the Unit to investigate the breach;

(ii) carry out any maintenance required under the Act or these Rules; or

(iii) do anything else the Owners Corporation is required to do under the Act or these Rules.

(b) An Executive Committee Representative may enter a Unit and remain in the Unit for as long as is necessary to do something mentioned in Rule 12(a).

(c) An Executive Committee Representative is not authorised to do anything in relation to a Unit mentioned in Rule 12(a) unless:

(i) 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

(ii) in an emergency, it is essential that it be done without notice.

(d) The Executive Committee may give a written authority to a person to represent the Owners Corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under Rule 12(d).

13. SEAL OF OWNERS CORPORATION

Sealing of Documents:

(a) For the attaching of the common seal of the Owners Corporation to a document to be effective:

(i) the common seal must be attached by decision of the Executive Committee; and

(ii) the common seal must be attached in the presence of two Executive Committee Members; and

(iii) the Executive Committee Members witnessing the attaching of the common seal must sign the document as witnesses.

Strata Manager or Managing Agent may affix seal:

(b) The Owners Corporation delegates to the Strata Manager, appointed from time to time, the power to affix the common seal to certificates under Sect 119 of the Act.

THE OWNERS - UNITS PLAN 4124 Common Seal

14. RECOVERY OF LEGAL FEES (refer also Rules 3, 29, 34, 35)

(a) If a Unit Owner fails to pay a validly raised Owners Corporation contribution and the Owners Corporation engages an agent or solicitor to recover that contribution from the Unit Owner, the Unit Owner is liable to reimburse the Owners Corporation's all legal and administrative expenses incurred in pursuing the Owner unless an alternative settlement in writing is reached.

(b) If an Occupier or User breaches any of these Rules and the Owners Corporation engages an agent or solicitor to carry out enforcement proceedings, the Owner of the Unit is liable to reimburse the Owners Corporation legal fees unless an alternative settlement in writing is reached.

15. APPEARANCE OF WINDOWS AND DOORS (refer also Rule 5A)

An Owner or Occupier must not install any custom exterior window coverings, including bars, security mesh screens or fly screens, which can be seen from the exterior of the building or common property, without seeking approval from the Executive Committee, in accordance with Rule 5A.

16. OVERLOADING OF FLOORS AND BALCONY AREAS (refer also Rule 7)

An Owner or Occupier must not overload, and must not permit to be overloaded, any floors or balcony areas and must observe the maximum load limit of 200kg per m2.

17. BALCONY AREAS (refer also Rules 8, 9, 18)

Note: We aim to ensure that any use of balconies maintains the overall good external appearance of the IQ Apartments.

(a) No permanent drying structures are permitted on balconies.

(b) It is prohibited to dry clothing, bedding and other items over the external balustrade on balconies.

(c) It is prohibited to permit plants to grow beyond the external boundaries of balconies.

(d) Balconies are not to be used as a storage area.

(e) It is prohibited to throw or drop any items (including cigarettes, bottles, eggs, etc) from a window or balcony at any time.

(f) The use of BBQs on balconies must not cause an inconvenience or annoyance to other Owners, Occupiers or Users.

(g) Only gas BBQs and heaters may be used on balconies. The use of open flame solid fuel BBQs or coal or wood heaters is strictly prohibited and cause an extreme fire risk.

(h) It is prohibited for any person to climb or hang from balconies or windows.

THE OWNERS - UNITS PLAN 4124 Common Seal

18. SMOKE-FREE POLICY (refer also Rule 8)

Note: We want IQ Residents to be able to live in a smoke-free environment, and enjoy the use of their unit and balcony areas at all times without being exposed to the odour and harmful chemicals contained in second-hand tobacco smoke. Smoke-free apartments also offer additional benefits such as reduced risk of fire, and lowering cleaning costs for investor-owners.

(a) An Owner, Occupier or User must not smoke, or allow any other person to smoke, on common property including but not limited to the BBQ area, the foyers, the car parks, and around fire door exits.

(b) An Owner, Occupier or User must not smoke, or allow any other person to smoke, on a Unit balcony if the smoke and/or odour generated by the persons smoking is likely to:

(i) enter into any other Unit; or

(ii) cause discomfort and/or annoyance to any other Owner, Occupier or User of a Unit.

19. SHOPPING TROLLEYS

Note: It is illegal in the ACT under the Litter Act 2004 for shopping trolleys to be taken outside a shopping centre precinct.

No shopping trolleys are to be left on any part of the Property or adjacent to the Property, including but not limited to Property entrances, in bin rooms and in pedestrian areas on the ground floor, nor between the Property boundary and street boundaries of Mort Street, Northbourne Avenue and the adjacent apartments.

20. SELLING AGENTS

Note: Unit Owners responsible for installing signs will be responsible for any damage caused, eg irrigation hoses or underground utilities.

(a) Unit Owners who are selling their Unit must:

(i) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent is familiar with the restrictions that will apply to any new Owner, Occupier or User of the Unit;

(ii) draw their selling agent's particular attention to Rule 10 relating to pets and Rule 18 relating smoking in these Rules;

(iii) must ensure any marketing or advertising connected with the sale of their Unit does not contradict any restrictions provided in these Rules, in particular Rule 28; and

(iv) consult with IQ Building Manager for location to install 'For Sale' sign on any part of the common property. The interior of a Unit can be used (which is acknowledged will be visible from the exterior of the Property).

(b) 'Open Inspections' signs connected with any Unit for sale may only be erected around the perimeter of the Property during inspection times and must be promptly removed at the end of an inspection period on any given day.

THE OWNERS - UNITS PLAN 4124 Common Seal

21. LEASING AGENTS

Note: Unit Owners responsible for installing signs will be responsible for any damage caused, eg irrigation hoses or underground utilities.

(a) Unit Owners who are leasing their Unit must:

(i) provide all details of the leasing agent and Occupier and any other relevant details to the Strata Manager;

(ii) provide their leasing agent with a copy of these Rules in advance of any new Occupier taking up occupation of a Unit to ensure the leasing agent and the new Occupier are familiar with the restrictions that will apply to any new Resident of the Unit;

(iii) draw their leasing agent's particular attention to Rule 10 relating to pets and Rule 18 relating to smoking, in these Rules;

(iv) must ensure any marketing or advertising connected with leasing of their Unit does not contradict any restrictions provided in these Rules, in particular Rule 28; and

(v) consult with IQ Building Manager for location to install 'For Lease' sign on any part of the common property. The interior of a Unit can be used (which is acknowledged will be visible from the exterior of the Property).

(b) If the Unit Owner does not have a leasing agent, the Unit Owner must comply with the obligations under Rule 21(a).

22. SECURITY AND SAFETY (refer also Rules 6D, 24A(c), 32, 33)

Note: In the interest of maintaining the security of the IQ Apartments, all Residents must ensure that building exit doors are closed firmly after entering and entering the building.

(a) The Owners Corporation is entitled to restrict access to common property by means of keys, swipe cards, remote controls, fobs, etc (**'access devices'**).

(b) An Owner, Occupier or User must:

(i) take all reasonable steps not to lose or damage any access devices;

(ii) pay the cost of retrieval of dropped access devices or other personal items from lift wells in the event of these items falling through the lift door gaps;

(iii) return all access devices to the Owners Corporation Strata Manager if they no longer own or occupy the Unit;

(iv) immediately notify the Owners Corporation Strata Manager if access devices are lost or stolen;

(v) ensure that if the Unit is leased, that it is an express requirement of the lease for any access devices to be returned to the Unit Owner or their agent on expiry of the lease;

(vi) not leave access devices on common property including inside letter boxes. <u>It is strictly prohibited for access devices for short/long term leases to be left in letter boxes or any other unauthorised receptacle</u>.

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THE OWNERS - UNITS PLAN 4124 Common Seal

22. (c) An Owner, Occupier or User agrees that all access devices are registered by number and that information is accessible to the Owners Corporation, the Executive Committee, the Building Manager, and appointed Owners Corporation Strata Manager.

(d) The Executive Committee has the power to deactivate any access devices if there are reasonable grounds to believe they are being used in contravention of these Rules or any law.

(e) An Owner, Occupier or User must comply with all signage including Speed Restrictions and Give Way signage, reasonably notified by signs at the Property.

(f) The fire escape stairways, exiting to the ground floor, are not to be used as general exits from either the residential levels or the car parking levels.

(g) In the event of an evacuation, and in the event that it is safe to do so, Residents should ensure to take all access devices to enable them to re-enter the building when it is cleared as safe to do so by the Fire Brigade.

(h) Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in cases of emergency. Note that this is a requirement under law; corporate and personal fines will be issued by the Fire Brigade for non-compliance.

(i) Interference with any security, life saving or emergency system, or any other building infrastructure, is prohibited. Careless and/or deliberate activation of fire alarm systems (including but not limited to in-room alarms, hallway glass break panels, fire hoses, extinguishers, sprinkler systems, emergency exit lights, fire doors, intercoms, or entry doors) is prohibited.

(j) Building Owners or Managers are responsible and accountable for the payment of false alarm charges resulting from unwanted false fire alarms. In the event of attending an automatic fire alarm triggered within the IQ Apartments (residential or commercial), the ACT Fire and Rescue Service will invoice the Automatic Fire Alarms Service Providers who, will in turn invoice Units Plan 4124. The Owners Corporation will invoice the Unit Owner for the alarm. Attributing the location for the trigger of the alarm will be identified from the fire panel.
Note: Refer to the ACT Government – Automatic Fire Alarms – Fees and Charges (www.esa.act.gov.au).

(k) An Owner, Occupier or User agrees to not allow another person to tail gate them into car park areas, foyers/lobbies, or lifts.

(l) Access to the roof is restricted to contractors who are familiar with and meet the requirements of Height Safety Protocols.

(m) An Owner, Occupier or User assumes all responsibility and risk when placing a doormat in the public hallway, as these may become tripping hazards, especially in an emergency.

THE OWNERS - UNITS PLAN 4124 Common Seal

23. USE OF OUTDOOR COMMON AREA (refer also Rules 6A, 8, 9, 10)

Note: The outdoor common area on level 1 common property is provided to benefit all Residents. These areas are not for general public use.

(a) The outdoor common area is open for use from 6:00 am to 11:00 pm daily and are subject to the Rules relating to noise and nuisance.

(b) An Owner, Occupier or User must comply with any conditions of use of outdoor common area that the Owners Corporation or the Executive Committee give reasonable notice of by displaying those conditions in the relevant areas.

(c) An Owner, Occupier or User must use the outdoor common area in a safe manner and ensure that they comply with all ACT Health and Safety regulations that apply to the use of those facilities.

(d) An Owner, Occupier or User must ensure at all times they are suitably clothed and behaving in a manner not likely to offend other Owners, Occupiers or Users in the outdoor common area.

(e) An Owner, Occupier or User agrees that they use the outdoor common area at their own risk. The Owners Corporation does not accept any liability for injury or loss arising out of use of this facility.

(f) In the interest of maintaining a harmonious and safe environment, parents and guardians are encouraged to supervise children in the common property area. They should also not be permitted to play in car park areas, foyers or corridors. Parents and guardians are responsible for the cost of repairing damage caused by their children.

(g) Pets must be under the supervision of the Owner, Occupier or User at all times when in the outdoor common area and the requirements of Rule 10 (f), (h) & (j) must be observed.

24A. VEHICLE PARKING AND VISITORS PARKING (refer also Rules 6B, 22(a)-(e), 38)

Note: All vehicle parking spaces are numbered with the Unit subsidiary number.

*Note: For purposes of Rule 24A a 'Visitor' means an **invitee** of an Owner, Occupier or User.*

Note: A Parking Permit does not provide exclusive use of the visitors parking spaces and may be revoked by the Executive Committee at any time by notice to the parking permit holder.

(a) An Owner, Occupier or User must ensure their vehicle is parked in their Unit subsidiary allocated space only and well within the marked lines. Parking of vehicles must not cause obstruction or impede another vehicle's access.

(b) An Owner, Occupier or User acknowledges and agrees that the Owners Corporation takes no responsibility for the security of vehicles or items left in a vehicle.

(c) An Owner is liable to reimburse any costs to the Owners Corporation associated or resulting from the theft of keys, swipe cards, remote controls, fobs ('**access devices**'), by intruders or other unauthorised persons.

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THE OWNERS - UNITS PLAN 4124 Common Seal

24A. (d) An Owner, Occupier or User must ensure vehicle parking spaces are always kept clean and tidy. Any oil spills or other marks on the floor and around parking spaces must be cleaned up immediately at the cost of the Owner.

(e) An Owner, Occupier or User must ensure that any items stored in their allocated parking bay area are orderly and remain within the parking bay lines and do not interfere with adjacent parking bays, walkways or access to storage sheds. An Owner, Occupier or User acknowledges and agrees that the Owners Corporation takes no responsibility for the security of items stored in the parking bay area.

(f) An Owner, Occupier or User agrees that scooters and motorbikes are permitted to be parked on common property immediately adjacent to an Owner, Occupier or User allocated storage cage or vehicle parking space as long as they do not impede access or inconvenience to another Owner, Occupier or User.

(g) An Owner, Occupier or User must not wash or conduct mechanical repair work on vehicles in the car park or any common property.

(h) An Owner, Occupier or User is not permitted to use common area visitor parking to park vehicles. The common area carparking spaces, that are designated for visitor car parking, are only permitted to be used by bona fide Visitors in accordance with the definition and signposted periods of use. It is the obligation of an Owner or Occupier to ensure compliance by their Visitors. Should an Owner, Occupier, User or Visitor breach this Rule then the Owners Corporation or Parking Enforcement Service Provider may serve an Infringement Notice and/or also inform the Owners Corporation for the purposes of issuing a Rule Infringement Notice (RIN) to the Owner or Occupier.

(i) Visitors, who are eligible to use disability car parking, may park in the common area car spaces indicated as disability car parking provided they comply with the signposted periods of use and have displayed prominently in the vehicle the appropriate and valid authorisation for disability parking.

(j) An Owner, Occupier or User can apply to obtain a Parking Permit to allow Visitor access on a more 'permanent' basis and on the terms in the Permit, to the two parking spaces located within the fenced/gated carpark on Basement Level 1, marked accordingly. Permits will be granted on a case-by-case basis for up to a maximum of two consecutive weeks per user. Applications will be considered and approved by the Strata Manager on behalf of the Executive Committee.

(k) A 'Visitor', for the purposes of Common Area Visitor Parking, is a person visiting an Owner, Occupier or User on an irregular basis who, subject to approval in writing from the Executive Committee in accordance with Rule 24A(j):

(i) Remains at the Property for no more than 5 hours during the day and evening (between 9am and 9pm); and/or

(ii) Remains at the Property for no more than 12 hours overnight (between 9pm to 9am); and

(ii) Remains at the Property for no more than three consecutive 24-hour periods (3 days).

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THE OWNERS - UNITS PLAN 4124 Common Seal

24A. (l) Owners, Occupiers and Users are responsible for explaining the parking restrictions to Visitors noted in Rule 24A(k) and are responsible for any notices and associated fines imposed by the Owners Corporation.

(m) Owners, Occupiers or Visitors who are observed to be evading the intent of Rules 24A(h) & (k) may be issued with a warning followed by a Rule Infringement Notice.

24B. LOADING ZONE (refer also Rule 6A)

The Loading Zone is located in front of 102 - 104 Northbourne Ave. An Owner, Occupier or User should note that the Loading Zone space supports the whole complex and can therefore be in demand 24/7. Loading Zone rules are enforced under ACT Legislation.

Note: A motorist must not stop in a loading zone unless he or she is driving a vehicle that is primarily designed for carrying goods and is using the loading zone for the sole purpose of loading or unloading goods. Other vehicles can park in a loading zone only if they display a valid permit to do so. If there is a time limit for a loading zone indicated by signage, or by a loading zone permit, a motorist must not stay longer than the time limit. If no time limit is indicated the maximum time allowed is 30 minutes.

Note: a mobility permit does not entitle a motorist to park in a loading bay

25. STORAGE CAGES (refer also Rule 7)

Note: The Owners Corporation recommends that Residents elevate stored items of the floor to avoid damage from any rain, stormwater or flooding that may occur. From time to time a wet clean of the basement will be conducted which may result in water entering storage cages.

(a) An Owner, Occupier or User acknowledges and agrees that the Owners Corporation takes no responsibility for the security of items that are stored either inside or outside a Unit storage cage.

(b) An Owner, Occupier or User agrees that they are responsible for appropriately securing their allocated storage cage.

(c) No items are permitted to be stored on top of a storage cage.

(d) An Owner, Occupier or User must not store hazardous or flammable materials in or around storage cages.

(e) An Owner, Occupier or User must reimburse the Owners Corporation for any cost incurred in cleaning and/or disposing of any liquid material that seeps or leaks from a storage cage.

26. BICYCLE STORAGE FACILITIES

(a) Bicycle storage facilities, located on Levels G and B1, is common property for use by an Owner, Occupier, User or Visitors only.

(b) These facilities are not to be used for storage of anything other than bicycles, except with written permission from the Executive Committee.

(c) An Owner, Occupier, User or Visitor acknowledges and agrees that the Owners Corporation is in no way responsible for the security of bicycles or other items stored in the bicycle storage facilities or elsewhere.

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27. GARBAGE DISPOSAL AND RECYLING

Note: Also refer to Rule 6A(e) regarding the proper disposal of large/bulky items.

(a) An Owner, Occupier or User must use the garbage chutes, located on each floor level in the refuse rooms, to dispose of garbage or recycle waste.

(b) Garbage should always be well wrapped and sealed so as not to break apart on the way down the chute. Where items are too large to fit into the chute, these items must be taken down to the large refuse room, located on the ground floor level, and placed into the large garbage hoppers.

(c) An Owner, Occupier or User must not leave garbage in the refuse rooms, located on each floor.

(d) An Owner, Occupier or User is encouraged to recycle paper, cardboard, plastic and glass in the recycling bins provided in the refuse rooms, located on each floor level.

(e) An Owner, Occupier or User must maintain responsible waste disposal habits and **avoid contamination of recycled waste – use the chute if in doubt.**

(f) **For moving purposes:** Owners, Occupiers and Users are requested to flatten all cardboard boxes, remove all plastic and styrofoam and take all items to the large refuse room, located on the ground floor level.

28. SIGNAGE

(a) Subject to Rules 20 and 21, no signage is permitted to be posted on the Property without the prior approval of the Executive Committee.

(b) From time-to-time advisory signage (Rule reminders, etc) are displayed around the Property by the Owners Corporation. Owners, Occupiers and Users are asked to pay attention to advisory signage and to refer to these Rules for further information.

29. LIABILTY, FEES AND CHARGES (refer also Rules 3, 14, 35, 36)

(a) The Occupier of a Unit agrees that they (responsible party) are responsible for reimbursing the Owners Corporation for any fee or charge generated as a result of a violation of these Rules or damage caused to common property as a result of negligence or an act of theft or vandalism.

(b) If the Unit Owner does not occupy the Unit, the Unit Owner is liable separately and together with the Occupier of the Unit for any breach of Rules by the Occupier.

30A. BUILDING MANAGER / CARETAKER / CLEANER (refer also Rules 30B, 30C)

(a) The Building Manager / Caretaker / Cleaner is generally on site five days a week from 7:00 am to 3:00 pm. This role includes providing direction and guidance to Owners, Occupiers and Users on behalf of the Owners Corporation.

(b) Signage in the foyer areas provide advice for contacting the Building Manager / Caretaker / Cleaner.

THE OWNERS - UNITS PLAN 4124 Common Seal

30B. STRATA MANAGER / MANAGING AGENT (refer also Rules 30A, 30C, 36)

(a) A Strata Manager / Managing Agent is contracted by the Owners Corporation to provide strata management services for Units Plan No 4124.

(b) An Owner, Occupier or User acknowledges that they are bound by these Rules and therefore any matter, direction or order given by the Strata Manager, is as if that direction were given by the Executive Committee or the Owners Corporation.

(c) Any matters in these Rules, especially matters related to the health and safety of other Owners, Occupiers or Users and their property, and the security of the Property, should be reported as soon as practical to the Strata Manager.

(d) Signage in the foyer areas provide advice for contacting the Strata Manager.

30C. RESIDENT MANAGER (refer also Rules 12, 30A, 30B)

(a) A Resident Manager is a position undertaken by a member of the Executive Committee, living at IQ Apartments, elected at the most recent Owners Corporation Annual General Meeting (AGM), to provide additional assistance to the Owners Corporation and all Owners, Occupiers and Users, for a period up to the next AGM.

(b) Any matters in these Rules, especially matters related to the health and safety of other Owners, Occupiers and Users and their property, and the security of the Property, should be reported as soon as practical to the Resident Manager.

(c) Signage in the foyer areas provide advice for contacting the Resident Manager.

31. MOVING IN / OUT PROCEDURE (refer also Rules 6A, 30A, 35)

(a) An Owner, Occupier or User is requested to contact the Building Manager / Caretaker / Cleaner (BMC) and book an appointment time when moving in or out of a Unit. This allows the BMC to manage the access to the loading zone at the front of the building, and to provide a lift priority key for the removalist, and also to position lift curtains (protection) for items being placed in the lift.

(b) Damage, soiling, etc to common property shall be rectified at cost to the Owner (refer Rule 35).

32. SECURITY - CCTV POLICY

(a) CCTV are part of the overall building security system intended to provide for an increased level of security for the Owners and Occupiers at UP 4124 and support the Owners Corporation in the performance of its functions. The system has been installed to enhance general security with the aim of deterring criminal activity and breaches of the Rules of UP 4124.

(b) The CCTV system and data will be managed and administered by the Executive Committee or its duly appointed delegates, in accordance with the Privacy Act and any other relevant laws.

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THE OWNERS - UNITS PLAN 4124 Common Seal

32. (c) Owners, Occupiers, Users and their Visitors acknowledge that CCTV cameras and signage have been positioned in locations on common property and thereby consent to CCTV monitoring of the common property, and to the storage of recordings from those cameras for a period of time commensurate with the capacity of the electronic recording equipment.

(d) The access control PC and data storage are kept in a secure location and the recorded data is password protected.

(e) Access to recorded data is granted only to the following personnel acting in the course of their duties:

(i) Building Manager;

(ii) Resident Manager;

(iii) IQ Apartments security contractor;

(iv) Other approved personnel, e.g. Police, Insurance;

(f) CCTV recordings may be used and disclosed in the following circumstances:

(i) To deter criminal behaviour, trespass, property damage and theft;

(ii) For law enforcement purposes and official investigations;

(iii) For legal proceedings as required by law;

(iv) To promote health, safety, welfare and security of people and their assets;

(v) For the enforcement of these Rules;

(vi) For the control, management and administration of the common property;

(vii) For any other function given to the Corporation under the Act or another territory law;

(viii) Otherwise as required by law.

33. SECURITY - AUDITS OF KEYS & ELECTRONIC ACCESS DEVICES (refer also Rule 22)

(a) The Owners Corporation may undertake an audit of keys, swipe cards, remote controls, fobs, etc (**'access devices'**) to identify any lost devices.

(b) A Unit Owner or their representative, when requested, must facilitate such an audit, and promptly confirm the details of all devices registered to a Unit.

(c) The Owners Corporation may de-activate (disable) devices that are unaccounted for in an audit.

34. SECURITY - APARTMENT ENTRY DOOR LOCKS

(a) Apartment door locks (ADL) are part of the overall building security system.

(b) The ADL is an electronic/mechanical device, operated with a swipe card or a physical hard key. The ADL contains batteries which power the electronic mechanism when a swipe card is used. The keyhole for the key is located behind a cylinder (when present) which may need to be removed with a magnet.

(c) Normally it is intended that the lock be operated with a swipe card. The key should be used in situations where a swipe card is not available or where the electronic mechanism does not activate the ADL. Cont'd/...

THE OWNERS - UNITS PLAN 4124 Common Seal

34. (d) The electronic mechanism of the ADL may not activate for several reasons, the most common being flat batteries. Therefore, it is recommended that a key be always available as a back-up.

(e) Owners, Occupiers and Users are responsible for changing flat batteries. Instructions are available. If an Owner, Occupier or User is unsure of the process for changing batteries, they should contact the Strata / Building / Resident Manager for assistance and advice.

(f) An Owner, Occupier or User acknowledges and agrees that the Owners Corporation takes no responsibility for the failure of an ADL. However, the cost of rectifying a failed ADL will be borne by the Owners Corporation, subject to evidence of tampering in which case the cost will be borne by the Owner, Occupier or User.

(g) The cost of a locksmith to allow access to the apartment is always borne by the Owner, Occupier or User.

35. DAMAGE TO COMMON PROPERTY (refer also Rules 6A, 29, 30B, 31, 36)

Any costs incurred by the Owners Corporation in rectifying damage to the common property caused by an Owner, Occupier or User shall be recoverable by the Owners Corporation from the Owner as a debt in accordance with Sect 31 of the Act.

36. INSURANCE (refer also Rules 29, 30B, 35)

If an excess is payable on an insurance claim by the Owners Corporation, then the following shall apply:

(a) If the Executive Committee determines that the cause of the insurance claim is the wilful or negligent act of omission, or a breach of these rules by an Owner, Occupier or User, the excess shall be recoverable by the Owners Corporation from the Owner as a debt.

(b) Owners, Occupiers and Users should report to the Strata Manager, as soon as practical, any matters related to the health and safety of other Owners, Occupiers or Users and their property, and the security of the Property.

(d) Signage in the foyer areas provide advice for contacting the Strata Manager.

37. SOCIAL MEDIA

(a) The Owners Corporation of IQ Apartments does not officially administer any social media accounts (Facebook, etc).

(b) All requests, regarding matters in these Rules and other relevant matters, or suggestions for improvements, repairs, grievances, etc should be directed to the appropriate sources, Strata Manager, Building Manager, Resident Manager.

(c) The Owners Corporation may, from time-to-time, use a social media platform, administered by third parties, to inform Owners, Occupiers and Users of relevant matters, events, etc.

ACT Government

Access Canberra.

Chief Minist

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SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Vantage Strata	**PO Box 206 Civic Square ACT 2608**	**1800 878 728**

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
2184.50 ~~2188.90~~	**BRADDON**	**18**	**2,3 & 4**

UNITS PLAN NUMBER
4124

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

The Owners Corporation Rules are to be amended in accordance with the decision made at the General Meeting held on the 7th February 2018 and resolved by the Owners Corporation

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS - UNITS PLAN 4124 Common Seal

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

Signature	Signature
Full Name (Block Letters) **VASILIKI MERKOUREAS**	Full Name (Block Letters) **~~ROBIN MARKS~~**
Address **43 CONSTITUTION AVE, REID ACT**	Address **43 CONSTITUTION AVE, REID ACT**
Office Held **STRATA MANAGER**	Office Held **OPERATIONS MANAGER**

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	1 MAY 2018

Approved form AF2017-85 approved by Fred Arugay, Deputy Registrar-General on 12/04/2017 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-95
Unauthorised version prepared by ACT Parliamentary Counsel's Office

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No: 4124

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 07/02/2018

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
07/02/2018	As per attached

A4 Owners corporation declaration

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

07/02/2018

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

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B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

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MINUTES OF THE GENERAL MEETING OF THE

OWNERS UNITS PLAN NO. 4124 – 'IQ APARTMENTS'

102-104 NORTHBOURNE AVENUE & 51-53 MORT STREET

BRADDON, ACT, 2612

Venue: Ground Floor Commercial Carpark
IQ Apartments
102-104 Northbourne Avenue & 51-53 Mort St
BRADDON ACT 2612

Date: Wednesday 7 February 2018

Time: 5:30pm

Present:

T Krijnen	Lot 3
H P Le	Lot 4
N George & T Fry	Lot 6
J Barton	Lot 8
M Moore	Lot 9
N & M Woodhams	Lot 17
J Elkington	Lot 18
E A Davis	Lot 22
J S T Wong	Lot 24
R & J Azzopardi	Lot 35
E & K Robinson	Lot 39
V De Villa	Lot 41
D Kethesparan	Lot 48
A Dibb	Lot 49
E X Lim	Lot 58
K Mckay	Lot 64
B Taseski	Lot 77
M Wahlert	Lot 83
T H Saunders & E H Mcanulty	Lot 86
T Papanicolaou	Lot 100
D Vaeth-Levin & K Pocknall	Lot 116
K L Penney	Lot 119
G S Anderson	Lot 120
K Loveless	Lot 125
L Rayner	Lot 128
T S Sherif	Lot 132
Y Y Ng	Lot 133
N Power	Lot 138
K C Robinson	Lot 165
N Seefried	Lot 176
G Jacobs	Lot 179 (Proxy)
K Lange	Lot 185
M Fechner	Lot 207
A L J George	Lot 209
Mort Street Investments (P. Powderly)	Lot 236
CLMK Property Holdings Pty Ltd (C. Lam)	Lot 241 & 242

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Proxy Vote:	G Lesicar	Lot 12 (IFO – M Moore, Lot 9)
	H Uk & S J Chong	Lot 179 (IFO – G Jacobs)
Absentee Vote:	L Hanrahan	Lot 26
	Soirbheas Family Trust	Lot 79
	D J Resurreccion	Lot 82
	L T Smith & C M Bramwell	Lot 131
	A E Waltho	Lot 135
	R A Gonzalez	Lot 163
	Soirbheas Family Trust	Lot 175
	Soirbheas Family Trust	Lot 225
In Attendance:	V Merkoureas	Vantage Strata
	R Marks	Vantage Strata

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

Secretarial Note *– Owners are advised that under Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

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MEETING FORMALITIES

It was agreed that Mr Andrew Dibb, the current Chair of the Executive Committee, chair the General Meeting.

PARKING ENFORCEMENT SYSTEM (ORDINARY RESOLUTION)

The motion to enlist a parking enforcement service provider to monitor the loading zone and the visitors' parking area at the complex was discussed at length by the owners present at the meeting.

It was agreed by the majority of owners to carry the motion but to amend the services for the visitors parking from seven days a week, 24 hours a day to the following;

The visitors spaces will be 6 hour timed spaces, monitored from Monday to Friday (excluding weekends and public holidays) between the hours of 8:00am and 6:00pm.

MOTION 1: (AMENDED)

It was resolved that the Owners Corporation enlist the services of a parking enforcement services provider to monitor the visitors' parking spaces and the loading zone at the IQ Apartments. The contract will provide for the reporting of such rule breaches to the Executive Committee. The visitors spaces will be 6 hour timed spaces, monitored from Monday to Friday (excluding weekends and public holidays) between the hours of 8:00am and 6:00pm.

CARRIED

PROPOSED AMENDMENTS TO HOUSE RULES (SPECIAL RESOLUTION)

It was resolved by the owners present that the House Rules be amended as per Motion 1 and the recommendations outlined at the meeting and in the Agenda.

Motion 1 was carried and thus Motion 2 Failed.

MOTION 2:

That should Motion 1 fail, then House Rule 24(g) will be amended to read as follows;

"Unit Owner, Occupiers and Users are not permitted to use the visitor carparking to park vehicles. The common area carparking spaces that are designated as visitor carparking are only permitted to be used by Visitors in accordance with the definition and signposted periods of use."

FAILED

MOTION 3:

It was resolved that the Owners Corporation adopt the reviewed House Rules (Appendix B) under Section 108 of the Unit Titles (Management) Act 2011 and authorises the Executive Committee to do all things reasonably necessary to certify the new rules and have them registered.

CARRIED

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AUTHORITY SOUGHT TO ACCORD A SPECIAL PRIVILEGE TO THE OWNERS OF LOTS 241 & 242 (UNOPPOSED RESOLUTION)

Motion 4 was apposed by a number of owners and thus the Motion failed.

MOTION 4:

That the Owners Corporation resolves to grant the Unit Owners of Lots 241 & 242 a Special Privilege to use four (4) common visitors' parking spaces from Monday to Friday between the hours of 6:00am and 6:00pm as customer parking.

This Special Privilege is only granted to the current registered proprietors of Units 241 & 242 and is not capable of assignment or novation to any subsequent Unit Owner or Occupier of Units 241 & 242.

FAILED

There was no further business to discuss and the Chair declared the meeting closed at 6:45pm.

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OWNERS CORPORATION RULES

UNITS PLAN NO. 4124
102 & 104 NORTHBOURNE AVENUE AND 51 & 53 MORT STREET BRADDON ACT 2612

1 DEFINITIONS AND INTERPRETATION

Definitions:

(a) **"Act"** means the *Unit Titles (Management) Act 2011*;

(b) **"Authorised Owner"** refers to a unit owner to whom the Executive Committee has authorised a use of common property for a specific purpose.

(c) **"Breach Notice"** means a notice given by the nominated Parking
i. Enforcement Service Provider.

(d) **"Common Area Visitor Parking"** means the area designated on the Units
ii. Plan 4124 - IQ Apartments, namely the area between the two vehicle entry
iii. gates to Basement Level 1 (designated as VP1 to VP17). Also included are
iv. two car parking spaces designated as Visitor adjacent to the lift for 51 Mort
v. Street on Basement Level 1.

(e) **"Executive Committee"** means the eligible persons elected at the most recent Owners Corporation Annual General Meeting as Members of the Executive Committee and who remain as Members of the Executive Committee in accordance with section 39 of the Act;

(f) **"Executive Committee representative"** means a person authorised in writing by the Executive Committee;

(g) **"Owner" or "Occupier"**, of a unit, includes an owner, a licensee or lessee of an owner, or occupier of a unit;

(h) **"Parking Enforcement Service Provider"** means a company who the
vi. Owners Corporation has contracted to monitor the Common Area Visitor
vii. Parking.

(i) **"Property" means** all of the land and buildings physically located within units plan no. 4124;

(j) **"Rule Infringement Notice"** means a notice given by the Owners Corporation in accordance with Clause 109 of the Act or other legislation applicable at any time.

(k) **"Territory"** means the Australian Capital Territory; **ACT** is the acceptable abbreviation for the same jurisdiction.

(l) **"Unit"** is a part of a parcel shown in a unit title application or a units plan as a unit and includes any unit subsidiary shown on the plan as annexed to the unit;

(m) **"Unit Owner"** means the registered proprietor of the Unit;

(n) **"Unit Subsidiary"** has the same definition as section 12 of the *Unit Titles Act 2001*;

(o) **"User"**, of a unit, includes an Owner, Occupier or an invitee, or licensee of an Owner or Occupier;

Interpretation:

A word or expression defined in the Act, the *Unit Titles Act 2001* or any applicable regulations is intended to have the same meaning in these Rules.

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OWNERS CORPORATION RULES

2 EFFECT OF RULES

These rules are taken to be agreements under seal between the Owners Corporation and each of its members, and between each member and each other member, under which the corporation and its members agree to be bound by the rules of the corporation.

In particular, an occupier of a Unit (who is not the Unit Owner) is bound by each rule as if the occupier were the Unit Owner unless the rule specifies to the contrary and the Unit Owner is liable separately and together with an occupier of the Unit for any breach of the rules of the owner's corporation by the occupier, unless he Unit Owner can satisfy Section 107 (3) of the Act.

3 PAYMENT OF RATES AND TAXES BY UNIT OWNERS

A Unit Owner must pay all rates, taxes, and any other amount payable for the Unit.

4 REPAIRS AND MAINTENANCE

(a) A Unit Owner must ensure that the Unit is maintained and in a good state of repair at all times.

(b) 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 the Owner's Corporation under these rules and any Territory law.

(c) An Owner, Occupier or User must keep any part of the Unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

(d) Owner's, Occupier's and User's agree to report any Graffiti of any description to the caretaker/cleaner.

5 ERECTIONS AND ALTERATIONS

(a) A Unit Owner must not erect or alter any structure in or on the common property or a Unit without the prior written consent of the Owners Corporation which may only be given by the passing of an ordinary resolution at a general meeting following a request by the Owner under Rule 5(d).

(b) A Unit Owner must not make any alterations or modifications to their Unit or balcony doors or windows, including the installation of awnings or other types of weather protection devices or enclosures, without the prior approval of the Executive Committee.

(c) A Unit Owner must not allow service providers and other contractors working to install any type of service for them, to make installations or alterations, including any visual elements, such as installation of piping, conduits, cables, etc, on common property without the prior approval of the Executive Committee.

(d) If a Unit Owner wishes to make a request for the Owners Corporation's consent under this Rule, the Owner must make the request to the Executive Committee in writing together with the following supporting documents:

(i) All permits, approvals or consents required for the proposed works under all relevant laws or alternatively, written confirmation from suitably qualified persons or bodies that permits, approvals or consents are not necessary for the proposed works;

(ii) All plans and specifications for the proposed works prepared by suitably qualified persons;

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(iii) Details of what parts of the building will be affected by the proposed works;

(iv) Details of how the proposed works will affect the appearance of the building;

(v) Written confirmation from suitably qualified persons on whether the proposed works may affect the following aspects of the building:

A. the structural integrity;

B. any services;

C. the fire and life safety aspects;

D. the acoustic properties.

(vi) If the proposed works may affect any of the aspects of the building in Rule 5(d)(v), appropriate plans and specifications from suitably qualified persons to address any such effect;

(vii) The proposed dates and times for the performance of works taking into account the Rules relating to noise;

(viii) The proposed method of ensuring the proposed works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner, Occupier or User of the Property;

(ix) Any other document reasonably requested by the Executive Committee relating to the proposed works.

(e) On receipt of a written request under Rule 5(d), the Executive Committee will put on the agenda for the next general meeting a motion to vote on whether the request will be approved by resolution together with all of the documents submitted by the requesting Owner in support of the request.

(f) Any motion to approve a request must include the following conditions of approval:

(i) the Unit Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the works and all approved plans and specifications;

(ii) the Unit Owner will agree to indemnify the Owners Corporation for any claims, loss or damage suffered by any person or the Owners Corporation in connection with the works;

(iii) the Unit Owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review and confirm the plans and specifications insofar as they will be effective to address any of the aspects of the building in Rule 5(d)(v);

(iv) the Unit Owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works.

(g) Rule 4 applies to the timeframe in which the Owners Corporation will consider the Unit Owner's request unless the requesting Unit Owner agrees in writing to pay for the administrative costs of the Owners Corporation convening an earlier general meeting to consider the request.

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6 USE OF COMMON PROPERTY

(a) An Owner, Occupier or User must not use the Common Property, or permit it to be used, in a way that does, or is likely to, interfere with the reasonable use and enjoyment of the common property by another Owner, Occupier or User.

(b) An Owner, Occupier or User must not do anything or cause to be done anything which may:

(i) cause a hazard to the health, safety and security of an Owner, Occupier or User;

(ii) prejudice the safety or security of any part of the Property;

(iii) interfere with the fire or life safety equipment at the Property;

(iv) obstruct any fire safety egress at the Property;

(v) obstruct the loading zone; or

(v) cause non-compliance with any fire and life safety requirement for the Property.

(c) The Owners Corporation may take measures to protect and secure the common property and any Unit from fire, health, security or safety hazards and for this purpose may without limitation, restrict access to any part of the common property.

(d) An Owner, Occupier or User must not dispose of any refuse or rubbish on the common property except in the receptacles provided for that purpose.

(e) An Owner, Occupier or User must not dispose of or store any items, including but not limited to furniture, mattresses, electrical appliances/equipment or plant matter on common property, including, but not limited to, the bin/refuse rooms or on the parking levels of the building.

Note: such items must be disposed of at approved ACT disposal sites, the nearest is the Mitchell Resource Management Centre.

(f) If an Owner, Occupier or User soils or dirties any part of the common property that person, (or if for any reason that person is unable to be located within 24 hours, then the Unit Owner) must, at their own cost and expense, clean that part of the common property.

(g) An Owner, Occupier or User must not store any items on common property areas.

7 HAZARDOUS USE OF UNIT

An Owner, Occupier or User must not use any Unit, or permit it to be used, to cause a hazard to an Owner, Occupier or User of another Unit.

8 USE OF UNIT – NUISANCE OR ANNOYANCE

Note: The Owners' Corporation aims to provide an environment that will allow all residents to enjoy living in the IQ Apartments building without being disturbed by other residents.

An Owner, Occupier or User 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. Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phoning 131 444.

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Note: To assist owners, occupiers or users understand Clauses 7 and 8, the Oxford English dictionary defines nuisance *as meaning a person or thing causing offence, inconvenience or annoyance.* Substantial annoyance *in the same dictionary is defined as meaning unreasonable harassment or disruption of privacy of another person.*

9 NOISE

Note: Noise penetrates easily into other units particularly through hallways, balcony doors and windows.

An Owner, Occupier or User must not make, or permit to be made, such a noise within the Unit or on the Common Property as might (in the circumstances) be reasonably likely to cause substantial annoyance to an Owner, Occupier or User of another Unit.

At all times, and specifically between 10.00 pm and 7.00 am, residents should avoid causing any noise (music, television, loud voices, slamming of unit doors, use of mobile phones on balconies, etc) at a level which may disturb other residents. In addition, noise in the Common Property BBQ recreation area should not disturb other Users.

10 ANIMALS AND BIRDS

(a) An Owner, Occupier or User must not keep a pet in a Unit without the approval of the Executive Committee, which must not be unreasonably withheld.

(b) Rule 10(a) does not apply to any animal that assists a person with an impairment or disability.

(c) An Owner, Occupier or User wishing to make a request to keep a pet in a Unit must submit in writing to the Executive Committee the following information:

- (i) The species, breed and age of the pet;
- (ii) Confirmation the pet is registered in the ACT and vaccinated;
- (iii) Confirmation the pet is not likely to be a danger or hazard to any Owner, Occupier or User of the Property.

(d) On receipt of a request under Rule 10(a), the Executive Committee must vote on whether to approve the request at the next scheduled Executive Committee meeting.

(e) Approval under Rule 10(a) is taken to only relate to the pet which is the subject of the request and as such may not be transferred.

(f) Pets must be confined to the Unit unless on a leash.

(g) The Executive Committee has the power to revoke approval under Rule 9(a) if it reasonably believes the pet has caused or is causing a substantial nuisance to an Owner, Occupier or User of another Unit and it is satisfied on reasonable grounds such substantial nuisance is likely to continue.

(h) Any damage or soiling of Common Property caused by pets is the responsibility of the Unit Owner or Occupier, who must, at their cost and expense, clean that part of the Common Property.

(i) An Owner, Occupier or User must not feed birds from balconies as this may encourage more birds to migrate to the building and cause further soiling.

(j) The Owner, Occupier or User must correctly dispose of animal litter products in a suitable manner which should be secured in a plastic bag (preferably double bagged and tied shut to avoid spillage) and placed in the chute, **NOT in the recycling bins**.

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11 ILLEGAL USE OF UNIT

An Owner, Occupier or User must not use the Unit or any part of common property, or permit it to be used, in a way which contravenes a law in force in the Territory.

12 WHAT MAY AN EXECUTIVE COMMITTEE REPRESENTATIVE DO?

(a) An Executive Committee representative may do any of the following in relation to a Unit at all reasonable times:

(i) if the Executive Committee has reasonable grounds for suspecting that there is a breach of the Act or the rules in relation to a Unit – inspect the Unit to investigate the breach;

(ii) carry out any maintenance required under the Act or these rules; or

(iii) do anything else the Owners Corporation is required to do under the Act or these Rules.

(b) An Executive Committee Representative may enter a Unit and remain in the Unit for as long as is necessary to do something mentioned in Rule 12(a), subject to Rule 12(d).

(c) Members of the Executive Committee, and persons authorised by them, i.e. the building manager or strata manager, may ask any person found to be breaching any of these rules to desist or to leave common property.

(d) An Executive Committee Representative is not authorised to do anything in relation to a Unit mentioned in Rule 12(a) unless:

(i) the Executive Committee or the Executive Committee Representative has given the Owner, Occupier or User of the Unit a minimum of 24 hours' notice of his or her intention to do the thing; or

(ii) in an emergency, it is essential that it be done without notice.

(e) The Executive Committee may give a written authority to a person to represent the Owners Corporation under this rule.

13 SEAL OF OWNERS CORPORATION

Sealing of Documents

(a) For the attaching of the common seal of the Owners Corporation to a document to be effective:

(i) the common seal must be attached by decision of the Executive Committee; and

(ii) the common seal must be attached in the presence of two Executive Committee Members; and

(iii) the Executive Committee Members witnessing the attaching of the common seal must sign the document as witnesses.

Managing agent may affix seal

(b) The Owners Corporation delegates on an ongoing basis to its appointed Manager, the power to affix the common seal to certificates under Section 119 of the Act.

14 RECOVERY OF LEGAL FEES

(a) If a Unit Owner fails to pay a validly raised Owners Corporation contribution and the Owners Corporation engages an agent or solicitor to recover that contribution from the Unit Owner, the Unit Owner is liable to reimburse the Owners Corporation's legal fees unless an alternative settlement in writing is reached.

(b) If an Owner, Occupier or User breaches any of these Rules and the Owners Corporation engages an agent or solicitor to carry out enforcement proceedings, the Owner, Occupier or User against whom the proceedings are named, is liable to reimburse the Owners Corporation's legal fees unless an alternative settlement in writing is reached.

15 APPEARANCE OF WINDOWS AND DOORS

(a) Owners, Occupiers and Users must not install any custom exterior window coverings, including bars, security mesh screens or fly screens, which can be seen from the exterior of the building or common property, without seeking approval from the Executive Committee.

16 OVERLOADING OF FLOORS AND BALCONY AREAS

A Unit Owner must not overload any floors or balcony areas and must observe the maximum load limit of 200kg per square meter.

17 BALCONY AREAS

Note: We aim to ensure that any use of balconies maintains the overall good external appearance of the IQ Apartments.

(a) No permanent drying structures are permitted on balconies.

(b) The drying of clothing, bedding and other items over the external balustrade on balconies is prohibited.

(c) The growing of plants beyond the external boundaries of balconies is prohibited.

(d) Balconies are not to be used as a storage area.

(e) Under no circumstances are any items (cigarettes, bottles, eggs, etc) to be thrown or dropped from a window or balcony at any time.

(f) The use of BBQ's on balconies must not cause an inconvenience or annoyance to other residents.

(g) Only gas BBQ's and heaters may be used on balconies. The use of open flame solid fuel BBQ's or heaters such as coal or wood is strictly prohibited and cause an extreme fire risk.

(h) Do not climb over or hang from balconies or windows.

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18 SMOKE-FREE POLICY

Note: We want IQ residents to be able to live in a smoke-free environment, and enjoy the use of their unit and balcony areas at all times without being exposed to the odour and harmful chemicals contained in second-hand tobacco smoke. Smoke-free apartments also offer additional benefits such as: reduced risk of fire, and lower cleaning costs for investor-owners.

(a) An Owner, Occupier or User must not smoke, or allow any other person to smoke, on the common property including but not limited to: the BBQ area, the foyers, the car parks, and around fire door exits.

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(b) An Owner, Occupier or User of a Unit must not smoke, or allow any other person to smoke, on a Unit balcony if the smoke and/or odour generated by the person's smoking is likely to:

(i) enter into any other Unit; or

(ii) cause discomfort and/or annoyance to any other Owner, Occupier or User.

19 SHOPPING TROLLEYS

Note: It is illegal in the ACT under the Litter Act 2004 for shopping trolleys to be taken outside a shopping centre precinct.

(a) No shopping trolleys are to be left at the Property, on common property or on the surrounding areas around the Property, including but not limited to at building entrances, in the bin rooms and in the pedestrian areas on the ground floor, nor between the building boundary and street boundaries of Mort Street, Northbourne Avenue and the Capital Executive Apartments.

20 SELLING AGENTS

(a) Owners who are selling their Unit must:

(i) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent is familiar with the restrictions that will apply to any new Owner, Occupier or User of the Unit;

(ii) draw their selling agent's particular attention to the Rules relating to pets and smoking in these Rules;

(iii) must ensure any marketing or advertising connected with the sale of their Unit does not contradict any restriction provided in these Rules; and

(iv) consult with IQ Building Manager for location to install any 'For Sale' sign on any part of the common property. The interior of a Unit can be used (which it is acknowledged will be visible from the exterior of the Building).

Note: Unit Owners responsible for installing signs will be responsible for any damage caused, eg irrigation hoses or underground utilities.

(b) 'Open Inspections' signs connected with any Unit for sale may only be erected around the perimeter of the Property during inspection times and must be promptly removed at the end of an inspection period on any given day.

THE OWNERS - UNITS PLAN 4124 Common Seal

21 LEASING AGENTS

(a) Unit Owners who lease their Unit must:

(i) provide their leasing agent with a copy of these Rules in advance of any new Occupier taking up occupation of a Unit to ensure the leasing agent and the new Occupier are familiar with the restrictions that will apply to any new Occupier or User of the Unit;

(ii) draw their leasing agent's particular attention to the Rules relating to pets and smoking in these Rules;

(iii) must ensure any marketing or advertising connected with the leasing of their Unit does not contradict any restriction provided in these Rules; and

(iv) consult with IQ Building Manager for location to install any 'For Lease' sign on any part of the Common Property. The interior of a Unit can be used (which it is acknowledged will be visible from the exterior of the building).

Note: Unit Owners responsible for installing signs will be responsible for any damage caused, eg irrigation hoses or underground utilities.

(b) If the Unit Owner does not have a leasing agent, the Unit Owner must comply with all of the obligations under Rule 21(a).

22 SECURITY & SAFETY

Note: In the interest of maintaining the security of the IQ Apartments, all Owners, Occupiers and Users must ensure that building exit doors are closed firmly after entering or leaving the building.

(a) The Owners Corporation is entitled to restrict access to common property by means of security cards.

(b) Owners, Occupiers and Users must:

(i) take all reasonable steps not to lose any keys, security swipe card and remote controls;

(ii) pay the cost of retrieval of dropped keys, swipe cards or other personal items from lift wells in the event of these items falling through the gap in the lift doors;

(iii) return all keys, security swipe cards and remote controls to the Owners Corporation Manager if they no longer own or occupy the Unit;

(iv) immediately notify the Owners Corporation Manager if keys, security swipe card or remote control is lost or stolen;

(v) ensure that if the Unit is leased, that it is an express requirement of the lease for any keys, security swipe cards or remote controls to be returned to the Owner on expiry of the lease.

(c) Owners, Occupiers and Users agree that all keys, security swipe cards and remote controls are registered by number and that information is accessible to the Owners Corporation, the Executive Committee, the building manager and appointed Owners Corporation Manager.

(d) The Executive Committee has the power to deactivate any security swipe card and remote controls if there are reasonable grounds to believe it is being used in contravention of these Rules or any law.

(e) Owners, Occupiers and Users must comply with all speed restrictions reasonably notified by signs at the Property.

(f) The fire escape stairways to the ground floor are not to be used as general exits from either the residential levels or the car parking levels.

(g) In the event of an evacuation, and in the event that it is safe to do so, ensure that you take your unit keys with you to enable you to re-enter the building when it is cleared as safe to do so by the Fire Brigade.

(h) Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in cases of emergency. Note that this is a requirement under law; corporate and personal fines will be issued by the Fire Brigade for non-compliance.

THE OWNERS - UNITS PLAN 4124 Common Seal

(i) Interference with any security or emergency system, or any other building infrastructure, is prohibited. Careless and/or deliberate activation of fire alarm systems (including but not limited to in-room alarms, hallway glass break panels, fire hoses, extinguishers, sprinkler systems, emergency exit lights, fire doors, intercoms or entry doors) is prohibited.

(j) Building owners or managers are responsible and accountable for the payment of false alarm charges resulting from unwanted false fire alarms. In the event of attending an Automatic Fire Alarm triggered within IQ Apartments (Residential and Commercial), the ACT Fire and Rescue Service will invoice the Automatic Fire Alarms Service Providers who, will in turn invoice Units Plan 4124. The Owners Corporation will invoice the Owner, Occupier or User for the alarm. Attributing the location for the trigger of the alarm will be identified from the Fire Panel.

Note: Refer to ACT Government – Automatic Fire Alarms – Fees and Charges [www.esa.act.gov.au]

(k) Owners, Occupiers and Users agree to not allow another person to tail gate them into the foyer, lifts or car park.

(l) Access to the roof is restricted to contractors who are familiar with and meet the requirements for Height Safety Protocols.

(m) Owners, Occupiers and Users assume all responsibility and risk when placing a doormat in the hallway, as these may become tripping hazards in emergency situations.

23 USE OF OUTDOOR COMMON AREA

Note: The outdoor common area on level 1 is Common Property and is provided to benefit all Owners, Occupiers and Users. These areas are not for general public use.

(a) The outdoor common area is open for use from 6:00am to 11:00pm daily and are subject to the Rules relating to noise and nuisance.

(b) Owners, Occupiers and Users must comply with any conditions of use of outdoor common area that the Owners Corporation or the Executive Committee give reasonable notice of by displaying those conditions in the relevant areas.

(c) Owners, Occupiers and Users must use the outdoor common area in a safe manner and ensure that they comply with all ACT Health and Safety regulations apply to the use of these facilities.

(d) Owners, Occupiers and Users must ensure at all times they are suitably clothed and behaving in a manner not likely to offend other Owners, Occupiers and Users in the outdoor common area.

(e) Owners, Occupiers and Users agree that they use the outdoor common area at their own risk. The Owners Corporation does not accept any liability for injury or loss arising out of the use of this facility.

(f) In the interest of maintaining a harmonious and safe environment, parents and guardians are encouraged to supervise children in the common property area. They should not be permitted to play in car park areas, foyers or corridors. Parents and Guardians are responsible for the cost of repairing damage caused by their children.

THE OWNERS - UNITS PLAN 4124 Common Seal

OWNERS CORPORATION RULES

24 VEHICLE PARKING, VISITORS PARKING AND LOADING ZONE

Note: All vehicle parking spaces are numbered with the unit subsidiary number.

Note: For the purpose of Rule 24, a "Visitor" means an invitee of an Owner or Occupier, not a Unit Owner or Occupier.

(a) Owners, Occupiers and Users must ensure vehicles are parked in Unit subsidiary allocated spaces only and well within the marked lines. Parking of vehicles must not cause obstruction or impeded another vehicle's access.

(b) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of vehicles or items left in a vehicle.

(c) Owners, Occupiers and Users must ensure that any items stored in their allocated parking bay area are orderly and remain within the parking bay lines and do not interfere with adjacent parking bays, walkways or access to storage sheds. Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of items stored in the parking bay area.

(d) Owners, Occupiers and Users must ensure vehicle parking spaces are kept clean and tidy at all times. Any oil spills or other marks on the ground and around parking space must be cleaned up immediately.

(e) Owners, Occupiers and Users agree that scooters and motorbikes are permitted to be parked on common property immediately adjacent to a resident's allocated storage cage or vehicle parking space as long as they do not impede access or inconvenience another Owner, Occupier or User.

(f) Owners, Occupiers and Users must not wash or conduct mechanical repair work on vehicles in the car park or on any Common Property.

(g) Owners and Occupiers are not permitted to use common area visitor parking to park vehicles. The common area carparking spaces, that are designated for visitor carparking, are only permitted to be used by Visitors in accordance with the definition and signposted periods of use. Should an Owner, Occupier, User or Visitor breach this rule then the Parking Enforcement Service Provider will serve a Breach Notice and also inform the Owners Corporation for the purposes of issuing a Rule Infringement Notice.

(h) Any Visitors who are eligible to use disability carparking may park in the common area carspaces indicated as disability carparking provided that they comply with the signposted periods of use and have displayed prominently in the vehicle the appropriate and valid authorisation for disability parking.

(i) Owners, Occupiers and Users are able to apply to obtain a parking permit to allow Visitors access on a more permanent basis and on the terms in the permit, to the two parking spaces located within the gated carpark on Basement Level 1, as indicated in the attached plan and marked Permit Parking. Permits will be granted on a case by case basis for up to a maximum of 2 months per user. Applications will be considered and approved by the managing agent on behalf of the Executive Committee.

Note: A Parking Permit does not provide exclusive use of the visitors parking space and may be revoked by the Executive Committee at any time by notice to the parking permit holder.

THE OWNERS - UNITS PLAN 4124 Common Seal

(j) **Use of the Loading Zone** located in front of 104 Northbourne Avenue. Owners, Occupiers and Users should note that the Loading Zone space supports the whole complex and is therefore in high demand (24/7). Compliance for use of the Loading Zone falls under ACT Legislation, see the note below from ACT Parking Infringements Guide.

Loading Zone continued:

A motorist must not stop in a loading zone unless he or she is driving a vehicle that is primarily designed for carrying goods and is using the loading zone for the sole purpose of loading or unloading goods. Other vehicles can park in a loading zone only if they display a valid permit to do so. If there is a time limit for a loading zone indicated by signage, or by a loading zone permit, a motorist must not stay longer than the time limit. If no time limit is indicated the maximum time allowed is 30 minutes.

Note: a mobility permit does not entitle a motorist to park in a loading zone. Penalty for breaching this rule is $137.

25 STORAGE CAGES

(a) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of items that are stored either inside or outside a Unit's storage cage.

Note: The Owners Corporation recommends that residents elevate stored items off the floor to avoid damage from any, rain, stormwater or flooding that may occur.

(b) Owners, Occupiers and Users agree that they are responsible for appropriately securing their allocated storage cage.

(c) No items are permitted to be stored outside or on top of a storage cage.

(d) Owners, Occupiers and Users must not store hazardous or flammable materials in storage cages.

(e) Owners, Occupiers and Users must reimburse the Owners Corporation for any cost incurred in cleaning and/or disposing of any liquid or material that seeps or leaks from a storage cage onto common property.

26 BICYCLE STORAGE FACILITY

(a) The bicycle storage facility on level B1, is common property for use by resident Owners, Occupiers or Users only.

(b) This facility is not to be used for storage of anything other than bicycles, except with written permission from the Executive Committee.

(c) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation is in no way responsible for the security of bicycles or other items stored in the bicycle storage facility.

27 GARBAGE DISPOSAL AND RECYCLING

(a) Owners, Occupiers and Users must use the garbage chutes located on each floor in the refuse rooms to dispose of garbage. Garbage should always be well wrapped and sealed so as not to break apart on the way down the chute. Where items are too large to fit into the chute (such as pizza boxes), they must be taken down to the refuse room on ground level and placed into the hoppers.

(c) Owners, Occupiers and Users must not leave garbage in the refuse rooms located on each floor. All garbage must be disposed of via the chutes or taken down to the refuse room on ground level and placed into the hoppers.

THE OWNERS - UNITS PLAN 4124 Common Seal

(c) Owners, Occupiers and Users are encouraged to recycle paper, cardboard, plastic and glass in the recycling bins provided. Recycling bins are located in the refuse room on each level and are clearly marked.

(d) Owners, Occupiers and Users are to maintain responsible waste disposal habits and **avoid contamination of recycle waste - use chute if in doubt.**

(e) **For moving purposes only**: Owners, Occupiers and Users are requested to flatten all cardboard and boxes, remove all plastic and Styrofoam and take all items to the Ground floor garbage enclosure.

Note: Also see 6(e) regarding the proper disposal of large/bulky items.

28 SIGNAGE

(a) Any signage must have Executive Committee approval prior to being posted.

29 LIABILITY, FEES AND CHARGES

(a) The occupier of a Unit agrees that they (responsible party) are responsible for reimbursing the Owners Corporation for any fee or charge generated as a result of a violation of these Rules or damage caused to common property as a result of negligence or an act of theft or vandalism.

(b) If the Unit Owner does not occupy the Unit, the Unit Owner is liable separately and together with an occupier of the Unit for any breach of the rules by the occupier.

30 BUILDING MANAGER/CARETAKER/CLEANER

(a) The building manager/caretaker /cleaner is generally on site five days a week from 7.00 am to 3.00 pm. This role includes providing direction and guidance to Owners, Occupiers and Users on behalf of the Owners' Corporation.

(b) Signage in the foyer areas provides advice on contacting the building manager/caretaker /cleaner.

(c) Owners, Occupiers and Users are requested to contact the building manager/ caretaker/cleaner and book an appointment time if you are moving in or out of your apartment. This allows him to manage the access to the loading zone at the front of the building and also to position lift curtains for items being placed in the lift.

THE OWNERS - UNITS PLAN 4124
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ACT Government

Access Canberra.

Chief Minister, T

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SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Vantage Strata	PO Box 206 Civic Square ACT 2608	1800 878 728

TITLE AND LAND DETAILS				
Volume & Folio	**District/Division**	**Section**	**Block**	**UNITS PLAN NUMBER**
~~2180:90~~ 2184:50	BRADDON	18	2,3 & 4	4124

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

The Owners Corporation Rules are to be amended in accordance with the decision made at the Annual General Meeting held on the 4th June 2018 and resolved by the Owners Corporation

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE OWNERS - UNITS PLAN 4124 Common Seal

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

Signature	Signature
Full Name (Block Letters) VASILIKI MERKOUREAS	Full Name (Block Letters) ROBIN MARKS
Address 43 CONSTITUTION AVE, REID ACT	Address 43 CONSTITUTION AVE, REID ACT
Office Held STRATA MANAGER	Office Held OPERATIONS MANAGER

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	30 JUL 2018

OWNERS CORPORATION RULES

UNITS PLAN NO. 4124

102 & 104 NORTHBOURNE AVENUE AND 51 & 53 MORT STREET BRADDON ACT 2612

1 DEFINITIONS AND INTERPRETATION

Definitions:

(a) **"Act"** means the *Unit Titles (Management) Act 2011*;

(b) **"Authorised Owner"** refers to a unit owner to whom the Executive Committee has authorised a use of common property for a specific purpose.

(c) **"Breach Notice"** means a notice given by the nominated Parking
i. Enforcement Service Provider.

(d) **"Common Area Visitor Parking"** means the area designated on the Units
ii. Plan 4124 - IQ Apartments, namely the area between the two vehicle entry
iii. gates to Basement Level 1 (designated as VP1 to VP17). Also included are
iv. two car parking spaces designated as Visitor adjacent to the lift for 51 Mort
v. Street on Basement Level 1.

(e) **"Executive Committee"** means the eligible persons elected at the most recent Owners Corporation Annual General Meeting as Members of the Executive Committee and who remain as Members of the Executive Committee in accordance with section 39 of the Act;

(f) **"Executive Committee representative"** means a person authorised in writing by the Executive Committee;

(g) **"Owner" or "Occupier"**, of a unit, includes an owner, a licensee or lessee of an owner, or occupier of a unit;

(h) **"Parking Enforcement Service Provider"** means a company who the
vi. Owners Corporation has contracted to monitor the Common Area Visitor
vii. Parking.

(i) **"Property" means** all of the land and buildings physically located within units plan no. 4124;

(j) **"Rule Infringement Notice"** means a notice given by the Owners Corporation in accordance with Clause 109 of the Act or other legislation applicable at any time.

(k) **"Territory"** means the Australian Capital Territory; **ACT** is the acceptable abbreviation for the same jurisdiction.

(l) **"Unit"** is a part of a parcel shown in a unit title application or a units plan as a unit and includes any unit subsidiary shown on the plan as annexed to the unit;

(m) **"Unit Owner"** means the registered proprietor of the Unit;

(n) **"Unit Subsidiary"** has the same definition as section 12 of the *Unit Titles Act 2001*;

(o) **"User"**, of a unit, includes an Owner, Occupier or an invitee, or licensee of an Owner or Occupier;

Interpretation:

A word or expression defined in the Act, the *Unit Titles Act 2001* or any applicable regulations is intended to have the same meaning in these Rules.

THE OWNERS - UNITS PLAN 4124
Common Seal

OWNERS CORPORATION RULES

2 EFFECT OF RULES

These rules are taken to be agreements under seal between the Owners Corporation and each of its members, and between each member and each other member, under which the corporation and its members agree to be bound by the rules of the corporation.

In particular, an occupier of a Unit (who is not the Unit Owner) is bound by each rule as if the occupier were the Unit Owner unless the rule specifies to the contrary and the Unit Owner is liable separately and together with an occupier of the Unit for any breach of the rules of the owner's corporation by the occupier, unless he Unit Owner can satisfy Section 107 (3) of the Act.

3 PAYMENT OF RATES AND TAXES BY UNIT OWNERS

A Unit Owner must pay all rates, taxes, and any other amount payable for the Unit.

4 REPAIRS AND MAINTENANCE

(a) A Unit Owner must ensure that the Unit is maintained and in a good state of repair at all times.

(b) 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 the Owner's Corporation under these rules and any Territory law.

(c) An Owner, Occupier or User must keep any part of the Unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

(d) Owner's, Occupier's and User's agree to report any Graffiti of any description to the caretaker/cleaner.

5 ERECTIONS AND ALTERATIONS

(a) A Unit Owner must not erect or alter any structure in or on the common property or a Unit without the prior written consent of the Executive Committee.

(b) A Unit Owner must not make any alterations or modifications to their Unit or balcony doors or windows, including the installation of awnings or other types of weather protection devices or enclosures, without the prior approval of the Executive Committee.

(c) A Unit Owner must not allow service providers and other contractors working to install any type of service for them, to make installations or alterations, including any visual elements, such as installation of piping, conduits, cables, etc, on common property without the prior approval of the Executive Committee.

(d) If a Unit Owner wishes to make a request for consent under this Rule, the Owner must make the request to the Executive Committee in writing together with the following supporting documents:

(i) All permits, approvals or consents required for the proposed works under all relevant laws or alternatively, written confirmation from suitably qualified persons or bodies that permits, approvals or consents are not necessary for the proposed works;

(ii) All plans and specifications for the proposed works prepared by suitably qualified person/s;

THE OWNERS - UNITS PLAN 4124
Common Seal

(iii) Details of what parts of the building will be affected by the proposed works;

(iv) Details of how the proposed works will affect the appearance of the building;

(v) Written confirmation from suitably qualified person/s on whether the proposed works may affect the following aspects of the building:

A. the structural integrity;

B. any services;

C. the fire and life safety aspects;

D. the acoustic properties.

(vi) If the proposed works may affect any of the aspects of the building in Rule 5(d)(v), appropriate plans and specifications from suitably qualified persons to address any such effect;

(vii) The proposed dates and times for the performance of works taking into account the Rules relating to noise;

(viii) The proposed method of ensuring the proposed works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner, Occupier or User of the Property;

(ix) Any other document reasonably requested by the Executive Committee relating to the proposed works.

(e) On receipt of a written request under Rule 5(d), the Executive Committee will put the proposal on the agenda for consideration at the next Executive Committee meeting.

(f) Any proposal must include the following conditions of approval:

(i) the Unit Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the works and all approved plans and specifications;

(ii) the Unit Owner will agree to indemnify the Owners Corporation for any claims, loss or damage suffered by any person or the Owners Corporation in connection with the works;

(iii) the Unit Owner must pay any reasonable costs, fees or expenses in having relevant experts review and confirm the plans and specifications insofar as they will be effective to address any of the aspects of the building in Rule 5(d)(v);

(iv) the Unit Owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works.

(g) The Executive Committee undertakes to give consideration to any proposal within a reasonable timeframe

(h) Should the Executive Committee feel it necessary to waive making a decision and call a General Meeting of all Owners to consider any proposal, the cost of calling such a meeting will be for the applicants account.

THE OWNERS - UNITS PLAN 4124
Common Seal

6 USE OF COMMON PROPERTY

(a) An Owner, Occupier or User must not use the Common Property, or permit it to be used, in a way that does, or is likely to, interfere with the reasonable use and enjoyment of the common property by another Owner, Occupier or User.

(b) An Owner, Occupier or User must not do anything or cause to be done anything which may:

(i) cause a hazard to the health, safety and security of an Owner, Occupier or User;

(ii) prejudice the safety or security of any part of the Property;

(iii) interfere with the fire or life safety equipment at the Property;

(iv) obstruct any fire safety egress at the Property;

(v) obstruct the loading zone; or

(v) cause non-compliance with any fire and life safety requirement for the Property.

(c) The Owners Corporation may take measures to protect and secure the common property and any Unit from fire, health, security or safety hazards and for this purpose may without limitation, restrict access to any part of the common property.

(d) An Owner, Occupier or User must not dispose of any refuse or rubbish on the common property except in the receptacles provided for that purpose.

(e) An Owner, Occupier or User must not dispose of or store any items, including but not limited to furniture, mattresses, electrical appliances/equipment or plant matter on common property, including, but not limited to, the bin/refuse rooms or on the parking levels of the building.

Note: such items must be disposed of at approved ACT disposal sites, the nearest is the Mitchell Resource Management Centre.

(f) If an Owner, Occupier or User soils or dirties any part of the common property that person, (or if for any reason that person is unable to be located within 24 hours, then the Unit Owner) must, at their own cost and expense, clean that part of the common property.

(g) An Owner, Occupier or User must not store any items on common property areas.

7 HAZARDOUS USE OF UNIT

An Owner, Occupier or User must not use any Unit, or permit it to be used, to cause a hazard to an Owner, Occupier or User of another Unit.

8 USE OF UNIT – NUISANCE OR ANNOYANCE

Note: The Owners' Corporation aims to provide an environment that will allow all residents to enjoy living in the IQ Apartments building without being disturbed by other residents.

An Owner, Occupier or User 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. Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phoning 131 444.

THE OWNERS - UNITS PLAN 4124 Common Seal

Note: To assist owners, occupiers or users understand Clauses 7 and 8, the Oxford English dictionary defines nuisance *as meaning a person or thing causing offence, inconvenience or annoyance.* Substantial annoyance *in the same dictionary is defined as meaning unreasonable harassment or disruption of privacy of another person.*

9 NOISE

Note: Noise penetrates easily into other units particularly through hallways, balcony doors and windows.

An Owner, Occupier or User must not make, or permit to be made, such a noise within the Unit or on the Common Property as might (in the circumstances) be reasonably likely to cause substantial annoyance to an Owner, Occupier or User of another Unit.

At all times, and specifically between 10.00 pm and 7.00 am, residents should avoid causing any noise (music, television, loud voices, slamming of unit doors, use of mobile phones on balconies, etc) at a level which may disturb other residents. In addition, noise in the Common Property BBQ recreation area should not disturb other Users.

10 ANIMALS AND BIRDS

(a) An Owner, Occupier or User must not keep a pet in a Unit without the approval of the Executive Committee, which must not be unreasonably withheld.

(b) Rule 10(a) does not apply to any animal that assists a person with an impairment or disability.

(c) An Owner, Occupier or User wishing to make a request to keep a pet in a Unit must submit in writing to the Executive Committee the following information:

(i) The species, breed and age of the pet;

(ii) Confirmation the pet is registered in the ACT and vaccinated;

(iii) Confirmation the pet is not likely to be a danger or hazard to any Owner, Occupier or User of the Property.

(d) On receipt of a request under Rule 10(a), the Executive Committee must vote on whether to approve the request at the next scheduled Executive Committee meeting.

(e) Approval under Rule 10(a) is taken to only relate to the pet which is the subject of the request and as such may not be transferred.

(f) Pets must be confined to the Unit unless on a leash.

(g) The Executive Committee has the power to revoke approval under Rule 9(a) if it reasonably believes the pet has caused or is causing a substantial nuisance to an Owner, Occupier or User of another Unit and it is satisfied on reasonable grounds such substantial nuisance is likely to continue.

(h) Any damage or soiling of Common Property caused by pets is the responsibility of the Unit Owner or Occupier, who must, at their cost and expense, clean that part of the Common Property.

(i) An Owner, Occupier or User must not feed birds from balconies as this may encourage more birds to migrate to the building and cause further soiling.

(j) The Owner, Occupier or User must correctly dispose of animal litter products in a suitable manner which should be secured in a plastic bag, (preferably double bagged and tied shut to avoid spillage) and placed in the chute, **NOT in the recycling bins**.

THE OWNERS - UNITS PLAN 4124 Common Seal

11 ILLEGAL USE OF UNIT

An Owner, Occupier or User must not use the Unit or any part of common property, or permit it to be used, in a way which contravenes a law in force in the Territory.

12 WHAT MAY AN EXECUTIVE COMMITTEE REPRESENTATIVE DO?

(a) An Executive Committee representative may do any of the following in relation to a Unit at all reasonable times:

(i) if the Executive Committee has reasonable grounds for suspecting that there is a breach of the Act or the rules in relation to a Unit – inspect the Unit to investigate the breach;

(ii) carry out any maintenance required under the Act or these rules; or

(iii) do anything else the Owners Corporation is required to do under the Act or these Rules.

(b) An Executive Committee Representative may enter a Unit and remain in the Unit for as long as is necessary to do something mentioned in Rule 12(a), subject to Rule 12(d).

(c) Members of the Executive Committee, and persons authorised by them, i.e. the building manager or strata manager, may ask any person found to be breaching any of these rules to desist or to leave common property.

(d) An Executive Committee Representative is not authorised to do anything in relation to a Unit mentioned in Rule 12(a) unless:

(i) the Executive Committee or the Executive Committee Representative has given the Owner, Occupier or User of the Unit a minimum of 24 hours' notice of his or her intention to do the thing; or

(ii) in an emergency, it is essential that it be done without notice.

(e) The Executive Committee may give a written authority to a person to represent the Owners Corporation under this rule.

13 SEAL OF OWNERS CORPORATION

Sealing of Documents

(a) For the attaching of the common seal of the Owners Corporation to a document to be effective:

(i) the common seal must be attached by decision of the Executive Committee; and

(ii) the common seal must be attached in the presence of two Executive Committee Members; and

(iii) the Executive Committee Members witnessing the attaching of the common seal must sign the document as witnesses.

Managing agent may affix seal

(b) The Owners Corporation delegates on an ongoing basis to its appointed Manager, the power to affix the common seal to certificates under Section 119 of the Act.

14 RECOVERY OF LEGAL FEES

(a) If a Unit Owner fails to pay a validly raised Owners Corporation contribution and the Owners Corporation engages an agent or solicitor to recover that contribution from the Unit Owner, the Unit Owner is liable to reimburse the Owners Corporation's legal fees unless an alternative settlement in writing is reached.

(b) If an Owner, Occupier or User breaches any of these Rules and the Owners Corporation engages an agent or solicitor to carry out enforcement proceedings, the Owner, Occupier or User against whom the proceedings are named, is liable to reimburse the Owners Corporation's legal fees unless an alternative settlement in writing is reached.

15 APPEARANCE OF WINDOWS AND DOORS

(a) Owners, Occupiers and Users must not install any custom exterior window coverings, including bars, security mesh screens or fly screens, which can be seen from the exterior of the building or common property, without seeking approval from the Executive Committee.

16 OVERLOADING OF FLOORS AND BALCONY AREAS

A Unit Owner must not overload any floors or balcony areas and must observe the maximum load limit of 200kg per square meter.

17 BALCONY AREAS

Note: We aim to ensure that any use of balconies maintains the overall good external appearance of the IQ Apartments.

(a) No permanent drying structures are permitted on balconies.

(b) The drying of clothing, bedding and other items over the external balustrade on balconies is prohibited.

(c) The growing of plants beyond the external boundaries of balconies is prohibited.

(d) Balconies are not to be used as a storage area.

(e) Under no circumstances are any items (cigarettes, bottles, eggs, etc) to be thrown or dropped from a window or balcony at any time.

(f) The use of BBQ's on balconies must not cause an inconvenience or annoyance to other residents.

(g) Only gas BBQ's and heaters may be used on balconies. The use of open flame solid fuel BBQ's or heaters such as coal or wood is strictly prohibited and cause an extreme fire risk.

(h) Do not climb over or hang from balconies or windows.

18 SMOKE-FREE POLICY

Note: We want IQ residents to be able to live in a smoke-free environment, and enjoy the use of their unit and balcony areas at all times without being exposed to the odour and harmful chemicals contained in second-hand tobacco smoke. Smoke-free apartments also offer additional benefits such as: reduced risk of fire, and lower cleaning costs for investor-owners.

(a) An Owner, Occupier or User must not smoke, or allow any other person to smoke, on the common property including but not limited to in the BBQ area, the foyers, the car parks, and around fire door exits.

THE OWNERS - UNITS PLAN 4124 Common Seal

(b) An Owner, Occupier or User of a Unit must not smoke, or allow any other person to smoke, on a Unit balcony if the smoke and/or odour generated by the person's smoking is likely to:

(i) enter into any other Unit; or

(ii) cause discomfort and/or annoyance to any other Owner, Occupier or User.

19 SHOPPING TROLLEYS

Note: It is illegal in the ACT under the Litter Act 2004 for shopping trolleys to be taken outside a shopping centre precinct.

(a) No shopping trolleys are to be left at the Property, on common property or on the surrounding areas around the Property, including but not limited to at building entrances, in the bin rooms and in the pedestrian areas on the ground floor, nor between the building boundary and street boundaries of Mort Street, Northbourne Avenue and the Capital Executive Apartments.

20 SELLING AGENTS

(a) Owners who are selling their Unit must:

(i) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent is familiar with the restrictions that will apply to any new Owner, Occupier or User of the Unit;

(ii) draw their selling agent's particular attention to the Rules relating to pets and smoking in these Rules;

(iii) must ensure any marketing or advertising connected with the sale of their Unit does not contradict any restriction provided in these Rules; and

(iv) consult with IQ Building Manager for location to install any 'For Sale' sign on any part of the common property. The interior of a Unit can be used (which it is acknowledged will be visible from the exterior of the Building).

Note: Unit Owners responsible for installing signs will be responsible for any damage caused, eg irrigation hoses or underground utilities.

(b) 'Open Inspections' signs connected with any Unit for sale may only be erected around the perimeter of the Property during inspection times and must be promptly removed at the end of an inspection period on any given day.

21 LEASING AGENTS

(a) Unit Owners who lease their Unit must:

(i) provide their leasing agent with a copy of these Rules in advance of any new Occupier taking up occupation of a Unit to ensure the leasing agent and the new Occupier are familiar with the restrictions that will apply to any new Occupier or User of the Unit;

(ii) draw their leasing agent's particular attention to the Rules relating to pets and smoking in these Rules;

(iii) must ensure any marketing or advertising connected with the leasing of their Unit does not contradict any restriction provided in these Rules; and

THE OWNERS - UNITS PLAN 4124 Common Seal

(iv) consult with IQ Building Manager for location to install any 'For Lease' sign on any part of the Common Property. The interior of a Unit can be used (which it is acknowledged will be visible from the exterior of the building).

Note: Unit Owners responsible for installing signs will be responsible for any damage caused, eg irrigation hoses or underground utilities.

(b) If the Unit Owner does not have a leasing agent, the Unit Owner must comply with all of the obligations under Rule 21(a).

22 SECURITY & SAFETY

Note: In the interest of maintaining the security of the IQ Apartments, all Owners, Occupiers and Users must ensure that building exit doors are closed firmly after entering or leaving the building.

(a) The Owners Corporation is entitled to restrict access to common property by means of security cards.

(b) Owners, Occupiers and Users must:

(i) take all reasonable steps not to lose any keys, security swipe card and remote controls;

(ii) pay the cost of retrieval of dropped keys, swipe cards or other personal items from lift wells in the event of these items falling through the gap in the lift doors;

(iii) return all keys, security swipe cards and remote controls to the Owners Corporation Manager if they no longer own or occupy the Unit;

(iv) immediately notify the Owners Corporation Manager if keys, security swipe card or remote control is lost or stolen;

(v) ensure that if the Unit is leased, that it is an express requirement of the lease for any keys, security swipe cards or remote controls to be returned to the Owner on expiry of the lease.

(c) Owners, Occupiers and Users agree that all keys, security swipe cards and remote controls are registered by number and that information is accessible to the Owners Corporation, the Executive Committee, the building manager and appointed Owners Corporation Manager.

(d) The Executive Committee has the power to deactivate any security swipe card and remote controls if there are reasonable grounds to believe it is being used in contravention of these Rules or any law.

(e) Owners, Occupiers and Users must comply with all speed restrictions reasonably notified by signs at the Property.

(f) The fire escape stairways to the ground floor are not to be used as general exits from either the residential levels or the car parking levels.

(g) In the event of an evacuation, and in the event that it is safe to do so, ensure that you take your unit keys with you to enable you to re-enter the building when it is cleared as safe to do so by the Fire Brigade.

(h) Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in cases of emergency. Note that this is a requirement under law; corporate and personal fines will be issued by the Fire Brigade for non-compliance.

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Common Seal

(i) Interference with any security or emergency system, or any other building infrastructure, is prohibited. Careless and/or deliberate activation of fire alarm systems (including but not limited to in-room alarms, hallway glass break panels, fire hoses, extinguishers, sprinkler systems, emergency exit lights, fire doors, intercoms or entry doors) is prohibited.

(j) Building owners or managers are responsible and accountable for the payment of false alarm charges resulting from unwanted false fire alarms. In the event of attending an Automatic Fire Alarm triggered within IQ Apartments (Residential and Commercial), the ACT Fire and Rescue Service will invoice the Automatic Fire Alarms Service Providers who, will in turn invoice Units Plan 4124. The Owners Corporation will invoice the Owner, Occupier or User for the alarm. Attributing the location for the trigger of the alarm will be identified from the Fire Panel.

Note: Refer to ACT Government – Automatic Fire Alarms – Fees and Charges [www.esa.act.gov.au]

(k) Owners, Occupiers and Users agree to not allow another person to tail gate them into the foyer, lifts or car park.

(l) Access to the roof is restricted to contractors who are familiar with and meet the requirements for Height Safety Protocols.

(m) Owners, Occupiers and Users assume all responsibility and risk when placing a doormat in the hallway, as these may become tripping hazards in emergency situations.

23 USE OF OUTDOOR COMMON AREA

Note: The outdoor common area on level 1 is Common Property and is provided to benefit all Owners, Occupiers and Users. These areas are not for general public use.

(a) The outdoor common area is open for use from 6:00am to 11:00pm daily and are subject to the Rules relating to noise and nuisance.

(b) Owners, Occupiers and Users must comply with any conditions of use of outdoor common area that the Owners Corporation or the Executive Committee give reasonable notice of by displaying those conditions in the relevant areas.

(c) Owners, Occupiers and Users must use the outdoor common area in a safe manner and ensure that they comply with all ACT Health and Safety regulations apply to the use of these facilities.

(d) Owners, Occupiers and Users must ensure at all times they are suitably clothed and behaving in a manner not likely to offend other Owners, Occupiers and Users in the outdoor common area.

(e) Owners, Occupiers and Users agree that they use the outdoor common area at their own risk. The Owners Corporation does not accept any liability for injury or loss arising out of the use of this facility.

(f) In the interest of maintaining a harmonious and safe environment, parents and guardians are encouraged to supervise children in the common property area. They should not be permitted to play in car park areas, foyers or corridors. Parents and Guardians are responsible for the cost of repairing damage caused by their children.

THE OWNERS - UNITS PLAN 4124
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24 VEHICLE PARKING, VISITORS PARKING AND LOADING ZONE

Note: All vehicle parking spaces are numbered with the unit subsidiary number.

Note: For the purpose of Rule 24, a "Visitor" means an invitee of an Owner or Occupier, not a Unit Owner or Occupier.

(a) Owners, Occupiers and Users must ensure vehicles are parked in Unit subsidiary allocated spaces only and well within the marked lines. Parking of vehicles must not cause obstruction or impeded another vehicle's access.

(b) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of vehicles or items left in a vehicle.

(c) Owners, Occupiers and Users must ensure that any items stored in their allocated parking bay area are orderly and remain within the parking bay lines and do not interfere with adjacent parking bays, walkways or access to storage sheds. Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of items stored in the parking bay area.

(d) Owners, Occupiers and Users must ensure vehicle parking spaces are kept clean and tidy at all times. Any oil spills or other marks on the ground and around parking space must be cleaned up immediately.

(e) Owners, Occupiers and Users agree that scooters and motorbikes are permitted to be parked on common property immediately adjacent to a resident's allocated storage cage or vehicle parking space as long as they do not impede access or inconvenience another Owner, Occupier or User.

(f) Owners, Occupiers and Users must not wash or conduct mechanical repair work on vehicles in the car park or on any Common Property.

(g) Owners and Occupiers are not permitted to use common area visitor parking to park vehicles. The common area carparking spaces, that are designated for visitor carparking, are only permitted to be used by Visitors in accordance with the definition and signposted periods of use. Should an Owner, Occupier, User or Visitor breach this rule then the Parking Enforcement Service Provider will serve a Breach Notice and also inform the Owners Corporation for the purposes of issuing a Rule Infringement Notice.

(h) Any Visitors who are eligible to use disability carparking may park in the common area carspaces indicated as disability carparking provided that they comply with the signposted periods of use and have displayed prominently in the vehicle the appropriate and valid authorisation for disability parking.

(i) Owners, Occupiers and Users are able to apply to obtain a parking permit to allow Visitors access on a more permanent basis and on the terms in the permit, to the two parking spaces located within the gated carpark on Basement Level 1, as indicated in the attached plan and marked Permit Parking. Permits will be granted on a case by case basis for up to a maximum of 2 months per user. Applications will be considered and approved by the managing agent on behalf of the Executive Committee.

Note: A Parking Permit does not provide exclusive use of the visitors parking spaces and may be revoked by the Executive Committee at any time by notice to the parking permit holder.

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Common Seal

(j) **Use of the Loading Zone** located in front of 104 Northbourne Avenue. Owners, Occupiers and Users should note that the Loading Zone space supports the whole complex and is therefore in high demand (24/7). Compliance for use of the Loading Zone falls under ACT Legislation, see the note below from ACT Parking Infringements Guide.

Loading Zone continued:

A motorist must not stop in a loading zone unless he or she is driving a vehicle that is primarily designed for carrying goods and is using the loading zone for the sole purpose of loading or unloading goods. Other vehicles can park in a loading zone only if they display a valid permit to do so. If there is a time limit for a loading zone indicated by signage, or by a loading zone permit, a motorist must not stay longer than the time limit. If no time limit is indicated the maximum time allowed is 30 minutes.

Note: a mobility permit does not entitle a motorist to park in a loading zone. Penalty for breaching this rule is $137.

25 STORAGE CAGES

(a) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of items that are stored either inside or outside a Unit's storage cage.

Note: The Owners Corporation recommends that residents elevate stored items off the floor to avoid damage from any, rain, stormwater or flooding that may occur.

(b) Owners, Occupiers and Users agree that they are responsible for appropriately securing their allocated storage cage.

(c) No items are permitted to be stored outside or on top of a storage cage.

(d) Owners, Occupiers and Users must not store hazardous or flammable materials in storage cages.

(e) Owners, Occupiers and Users must reimburse the Owners Corporation for any cost incurred in cleaning and/or disposing of any liquid or material that seeps or leaks from a storage cage onto common property.

26 BICYCLE STORAGE FACILITY

(a) The bicycle storage facility on level B1, is common property for use by resident Owners, Occupiers or Users only.

(b) This facility is not to be used for storage of anything other than bicycles, except with written permission from the Executive Committee.

(c) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation is in no way responsible for the security of bicycles or other items stored in the bicycle storage facility.

27 GARBAGE DISPOSAL AND RECYCLING

(a) Owners, Occupiers and Users must use the garbage chutes located on each floor in the refuse rooms to dispose of garbage. Garbage should always be well wrapped and sealed so as not to break apart on the way down the chute. Where items are too large to fit into the chute (such as pizza boxes), these must be taken down to the refuse room on ground level and placed into the hoppers.

(c) Owners, Occupiers and Users must not leave garbage in the refuse rooms located on each floor. All garbage must be disposed of via the chutes or taken down to the refuse room on ground level and placed into the hoppers.

THE OWNERS - UNITS PLAN 4124 Common Seal

(d) Owners, Occupiers and Users are encouraged to recycle paper, cardboard, plastic and glass in the recycling bins provided. Recycling bins are located in the refuse room on each level and are clearly marked.

(e) Owners, Occupiers and Users are to maintain responsible waste disposal habits and **avoid contamination of recycle waste - use chute if in doubt.**

(f) **For moving purposes only**: Owners, Occupiers and Users are requested to flatten all cardboard and boxes, remove all plastic and Styrofoam and take all items to the Ground floor garbage enclosure.

Note: Also see 6(e) regarding the proper disposal of large/bulky items.

28 SIGNAGE

(a) Any signage must have Executive Committee approval prior to being posted.

29 LIABILITY, FEES AND CHARGES

(a) The occupier of a Unit agrees that they (responsible party) are responsible for reimbursing the Owners Corporation for any fee or charge generated as a result of a violation of these Rules or damage caused to common property as a result of negligence or an act of theft or vandalism.

(b) If the Unit Owner does not occupy the Unit, the Unit Owner is liable separately and together with an occupier of the Unit for any breach of the rules by the occupier.

30 BUILDING MANAGER/CARETAKER/CLEANER

(a) The building manager/caretaker /cleaner is generally on site five days a week from 7.00 am to 3.00 pm. This role includes providing direction and guidance to Owners, Occupiers and Users on behalf of the Owners' Corporation.

(b) Signage in the foyer areas provides advice on contacting the *building manager/caretaker /cleaner.*

(c) Owners, Occupiers and Users are requested to contact the building manager/ caretaker/cleaner and book an appointment time if you are moving in or out of your apartment. This allows him to manage the access to the loading zone at the front of the building and also to position lift curtains for items being placed in the lift.

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Common Seal

MINUTES OF THE ANNUAL GENERAL MEETING

OF THE OWNERS OF UNITS PLAN NO. 4124 'IQ APARTMENTS'

51-53 MORT STREET & 102-104 NORTHBOURNE AVENUE, BRADDON, ACT, 2602

Venue: Griffin Centre

Date: Monday, 4 June 2018

Time: 5:30pm

Present:

N George & T Fry	Unit 6
J & L Barton	Unit 8
J Elkington	Unit 18
T Xiaoshi	Unit 23
R Azzopardi	Unit 35
D Kethesparan	Unit 48
A Dibb	Unit 49
E Xianyang Lim	Unit 58
D J Resurreccion	Unit 82
S Afrin	Unit 84
H S Yoo	Unit 95
Mr A Parragi	Unit 97
G S Anderson	Unit 120
K Loveless	Unit 125
Maloney Super IQ Pty Ltd	Unit 126
Y Xing	Unit 139 (Proxy Z-R Feng)
J S Holland	Unit 141
L C Jolley	Unit 174 (Proxy P Maloney)
N Seefried	Unit 176
P Nigg & M Fechner	Unit 207
A L J George	Unit 209
Mort Street Investments	Unit 236

THE OWNERS - UNITS PLAN 4124 Common Seal

Proxy Vote:

Y Xing	Unit 139 (IFO Z-R Feng)
L C Jolley	Unit 174 (IFO P Maloney – Unit 126)

Absentee Vote:

A E Waltho	Unit 135 (Abstain Motion 1, Against Motions 5b & 6b)
K Lange	Unit 185 (Abstain Motion 10)

In Attendance: C Miller & V Merkoureas (Vantage Strata)

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

***Secretarial Note** – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

CHAIRPERSON, PROXIES AND APOLOGIES

Meeting commenced at 6:00pm. Election of Chairperson. Acceptance of proxies and apologies.

ADOPTION OF MINUTES

MOTION 1: *It was resolved that the minutes from the First Annual General meeting be confirmed.*

CARRIED

INSURANCE

MOTION 2: *It was resolved that the Owners Corporation authorise the Executive Committee upon renewal of the existing insurance policy to obtain quotations and then place insurance cover utilising what is considered to be the most suitable offer and provider.*

CARRIED

Owners may wish to consider their individual insurance needs for their units, including, (but not limited to), contents or landlord insurance. Please note that the aforementioned building policy does not cover any damage to individual unit carpets regardless of the circumstances of how they became damaged.

INSURANCE VALUATION

It was explained that an Insurance Valuation was obtained in August 2018 and the insurance policy had been endorsed to reflect the sum insured recommended in the report. While there is no requirement to have an Insurance Valuation completed it is recommended that a valuation be obtained at 3-5 yearly intervals.

FINANCES

The Financial Statements were explained by the Chairperson and discussed briefly by the owners present.

MOTION 3: *That the financial accounts for the period from 01/06/17 to 30/04/18 as presented be accepted.*

CARRIED

MOTION 4: *That the Owners Corporation extend its financial reporting period due to conclude on 30 April 2019 to the new date of 30 June 2019, in order to accord with the conclusion of the Australian Fiscal Year.*

CARRIED

BUDGET DISCUSSION

ADMINSTRATION FUND

MOTION 5a: *It was resolved that the* ***Administration Fund*** *budget of* ***$616,508.20 (incl. GST)*** *for the period 1 June 2018 to 31 May 2019 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be paid in accordance with unit entitlements, payable by four equal instalments in advance due on 1 August 2018, 1 November 2018, 1 February 2019 and 1 May 2019.*

CARRIED

MOTION 5b: *It was resolved that the Owners Corporation resolve to strike a Special Admin Cashflow levy of* ***$51,375.70 (incl. GST)*** *for the period of 1 June 2019 to 30 June 2019 being one (1) month of the annual budget to be paid in accordance with unit entitlements, payable by one instalment in advance due on 1 June 2019.*

CARRIED

THE OWNERS - UNITS PLAN 4124
Common Seal

SINKING FUND CONTRIBUTION

The previous sinking fund report dated 28 June 2016 was used as a point of reference for the contributions. This year's recommended contributions total **$282,894.70 (incl. GST).**

MOTION 6a: *It was resolved that a contribution of **$282,894.70 (incl. GST)** as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1 June 2018 to 31 May 2019, to be contributed by owners in accordance with their unit entitlements and payable by four equal instalments in advance due on 1 August 2018, 1 November 2018, 1 February 2019 and 1 May 2019.*

CARRIED

MOTION 6b: *It was resolved that the Owners Corporation resolve to strike a Special Sinking Fund Cashflow levy of **$23,574.55 (incl. GST)** for the period of 1 June 2019 to 30 June 2019 being one (1) month of the annual budget to be paid in accordance with unit entitlements, payable by one instalment in advance due on 1 June 2019.*

CARRIED

PROPOSED AMENDMENT TO RULE 5 – ERECTIONS & ALTERATIONS

Currently, Rule 5 of the Owners Corporation Rules, (Erections and Alterations – See Appendix A), states that all Erections and Alterations in or on the common property or a Unit require approval from the Owners Corporation at a General Meeting via an Unopposed Resolution.

It is proposed that the Owners Corporation resolves to amend this Rule to allow the Executive Committee to consider Erection and Alteration applications on behalf of the Owners Corporation thus making the application process more efficient and cost effective for Owners.

MOTION 7: *It was resolved that the Owners Corporation, by Special Resolution, amend Rule 5 of the Owners Corporation Rules to read as per Appendix A.*

CARRIED

EXECUTIVE COMMITTEE

MOTION 8: *It was resolved that the Owners Corporation elect the following six (6) members to the Executive Committee;*

N George (Unit 6), R Azzopardi (Unit 35), A Dibb (Unit 49), G S Anderson (Unit 120),
P Maloney (Maloney Super IQ Pty Ltd - Unit 126), M Fechner (Unit 207).

CARRIED

CONTRACTS / SERVICE AGREEMENTS

MOTION 9: *That the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal and appoint new contractors as needed, after following a competitive tender process.*

ADDITIONAL COMMUNITY VEGETABLE GARDEN

MOTION 10: **(AMENDED)** *It was resolved that the Owners Corporation approves the conversion of an additional raised, common garden bed to a communal vegetable garden to be funded by the current Administration Fund with the location to be determined by the Executive Committee.*

CARRIED

THE OWNERS - UNITS PLAN 4124 Common Seal

GENERAL BUSINESS

Solar Panels

It was noted by the owners present that multiple parking issues, (such as residents parking in the disabled parking, vehicles parking in front of other residents garages, etc), were still prevalent at the complex. A quote to

engage Wilson Parking to enforce the visitors spaces was tabled though it was agreed that securing the complex with a boom gate would be preferred. Managing Agent to obtain quotes to install boom gates at the complex's entry for consideration by the Executive Committee.

Common Exercise Equipment

The Executive Committee raised an issue relating to owners installing walls in their tandem garages to creating living spaces without DA/BA/Certifier and Executive Committee approval. It was agreed that all owners with tandem garages be contacted regarding this matter, advising that owners who had conducted these works (or would like to) could meet to organise the required approvals as a group. Applications with the required approvals to be sent to the Executive Committee for consideration once obtained. Managing Agent to action.

The Executive Committee advised that quotes to install security cameras on and in the bin enclosure had been obtained to deter residents from dumping rubbish or recycling inappropriately. It was agreed that the Executive Committee consider these quotes and action the works on behalf of the Owners Corporation.

Bin Chutes

It was noted that the cracks appearing in the common driveway had been reported to the builder who advised that "these are *plastic shrinkage* and are *non structural cracking*. The driveways have been built in accordance with the engineering details and specifications." It was also reported that a crack had appeared along Units 19, 20 & 21 though it did not appear to be structural. It was agreed that these matters would be monitored and referred to the Executive Committee for discussion should they worsen in future.

Correspondence

Residents of Unit 20 – It was raised that the residents of Unit 20 were driving their vehicles over the common garden at the complex to park on the Flemington Road nature strip. Managing Agent to send a letter to the residents regarding this matter.

Waste and Recycling – It was noted that the waste and recycling issues had resurfaced at the complex. Managing Agent to send letter to all residents regarding this matter.

There was no further business to discuss and the Chairperson declared the meeting closed at 7:09pm.

THE OWNERS - UNITS PLAN 4124
Common Seal

SR$2057945 24/10/2016 12:37:49 PINTA

2057945

ACT Government
Justice and Community Safety

OFFICE OF REGULA
ACT Justice and Community Saf

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
LJ HOOKER COMMERCIAL CANBERRA	GPO Box 233 CANBERRA ACT 2601	62751415

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
2184 : 50 ~~2180 : 90~~	BRADDON	18	2, 3 + 4

UNITS PLAN NUMBER
4124

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

That the Owners Corporation - Units Plan 4124 - approve the tabled IQ Owners Corporation Rules as presented

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

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

COMMON SEAL OF OWNERS CORPORATION
(Seal must be affixed)

THE OWNERS - UNITS PLAN 4124 Common Seal

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

Signature J Farrelly	Signature
Full Name (Block Letters) JUDITH FARRELLY	Full Name (Block Letters) JANET WENDOM
Address 28 UNIVERSITY AVE CANBERRA	Address LEVEL 6, 28 UNIVERSITY AVENUE CANBERRA
Office Held STRATA MANAGER	Office Held STRATA MANAGER

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	02 NOV 2016

LJ Hooker
Commercial
Canberra

Level 6, 28 University Ave
Canberra ACT 2600
GPO Box 233
Canberra ACT 2601
t 02 6248 7411
f 02 6247 3772
e canberra@ljhc.com.au

20th September 2016

MINUTES OF A REDUCED QUORUM ANNUAL GENERAL MEETING:

THE OWNERS CORPORATION – UNITS PLAN 4124:

51 – 53 MORT & 102 – 104 NORTHBOURNE AVENUE - BRADDON:

DATE: TUESDAY THE 13TH OF SEPTEMBER, 2016 – 6.00 P.M.

HELD IN THE FOREST ROOM – AT THE PAVILION ON NORTHBOURNE HOTEL – 242 NORTHBOURNE AVENUE – DICKSON:

27 pages

ATTENDEES:

Martin De Domenico	Unit 1/104 Northbourne
Thomas Krijnen	Unit 3/104 Northbourne
Nicole George & Thomas Fry	Unit 6/102 Northbourne
Fiona Gall	Unit 7/102 Northbourne
Neil Woodhams	Unit 17/104 Northbourne
Joanna Elkington	Unit 18/104 Northbourne
Xiaoshi Tang	Unit 23/102 Northbourne
Jacky Wong	Unit 24/102 Northbourne
Robert & Josephine Azzopardi	Unit 35/104 Northbourne
Matthew Overton	Unit 42/102 Norhtbourne
Daniel Bond	Unit 44/102 Northbourne
Dharini Kethesparan	Unit 48/104 Northbourne
Andrew Gibb & Hui Chi Lee	Unit 49/104 Northbourne
Robert Docker	Unit 51/104 Northbourne
Adam Gordon	Unit 52/104 Northbourne
Eric Xianyang Lim	Unit 58/102 Norhbourne
Alexander Ung	Unit 61/102 Northbourne
Dawn Resurreccion	Unit 82/104 Northbourne
Thomas Hayward Saunders & Elizabeth McAnulty	Unit 86/104 Northbourne
Ashok & Padmini Verma	Unit 93/102 Northbourne
Hyun Sun Yoo	Unit 95/102 Northbourne
Alexander Parragi	Unit 97/102 Northbourne
Kellie Loveless	Unit 125/53 Mort Street
Peter Maloney	Unit 126/53 Mort Street

THE OWNERS - UNITS PLAN 4124 Common Seal

Fiona Stanley	Unit 127/53 Mort Street
Laurence Rayner	Unit 128/51 Mort Street
Nicola Power	Unit 138/53 Mort Street
Alison Percival	Unit 148/51 Mort Street Unit 208/51 Mort Street
Adrian Gilbert	Unit 164/51 Mort Street
Natalie Humphrey	Unit 175/51 Mort Street
Nicholas Seefried	Unit 176/51 Mort Street
Kylie Lange	Unit 185/53 Mort Street
Gemma Hammond	Unit 186/53 Mort Street
Elizabeth Nicolls	Unit 206/51 Mort Street
Paul Powderly	Units 236,237,238/51 Mort Street
Claudia Lam	Units 241,242/102 Northbourne Avenue
Chris Roland & Alex Roland	Units 243,244/102 Northbourne Avenue

APOLOGIES: Mark Skinner and Kate Betts sent their apology – Unit 20/104 Northbourne
Karla McKay sent her apology – Unit 64/104 Northbourne
Rodrigo Gonzalez sent his apology – Unit 163/51 Mort Street
Jiwoong Park sent his apology – Unit 226/51 Mort Street
Champ Murdoch Custodian Pty Ltd sent their apology – Unit 230/53 Mort Street

PROXIES: The following proxies were recorded towards a quorum:-

Stephen Brennan appointed Peter Maloney – Unit 8/102 Northbourne Avenue.
Australian Executor Trustees Ltd & Marque Northbourne Ltd appointed Peter Maloney for the following units:-
Units 120,122 & 245/102 Northbourne.
Units 124, 155, 156, 170, 171, 202, 203, 219, 220/53 Mort Street
Units 130, 132, 144, 145, 147, 162, 177, 239, 240/51 Mort Street
Gaeton Higgs appointed Peter Maloney – Units 149/51 Mort Street

Moira Maloney appointed the Chairperson – Unit 160/51 Mort Street
Scientific Management Associates (Australia Pty Ltd) appointed the Chairperson – Units 167 & 182/53 Mort Street
Philip Potterton appointed the Chairperson – Unit 172/53 Mort Street
John Wsol appointed the Chairperson – Unit 187/53 Mort Street

THE OWNERS - UNITS PLAN 472
Common Seal

Matthew Stuart appointed Alison Percival – Unit 204/53 Mort Street

The following proxies were recorded however Absentee votes do not tally towards a quorum:-

Paula & Gary Bilton – did not elect to appoint – Unit 47/104 Northbourne – (Yes to Motions 1-9)
Kiran Karamil – did not elect to appoint – Unit 81/104 Northbourne Avenue – (Yes to Motions 1-9)
Emma Birch-Marston – did not elect to appoint – Unit 112/102 Northbourne – (Yes to Motions 2-5 & 7-9 & No to Motions 1 & 6)
Kate Penney – did not elect to appoint – Unit 119/104 Northbourne – (Yes to Motions 1-5 and 7-9 & No to Motion 6)
Nicholas Hannan – did not elect to appoint – Unit 159/51 Mort Street – (Yes to Motions 1-5 and 7-9 & No to Motion 6)
NJD Super Pty Ltd Atf The NJD Superfund – did not elect to appoint – (Yes to Motions 1-5, 7, 8(a) and 9 & No to Motions 6 & 8(b))
Ying Yee Ng – did not elect to appoint – Unit 133/51 Mort Street – (Yes to Motions 1-5, 7, 8(a) and 9; Abstained to Motion 8(b) and No to Motion 6)

Phil Brown	Caretaker was present by invitation.
Janet Wendorf	LJ Hooker Commercial Canberra (Manager)

A Reduced Quorum was declared and the meeting commenced at 6.30 p.m.

AGENDA:

1. Elect a Chairperson for the meeting followed by the acceptance of proxies and apologies.

Peter Maloney was introduced as the Chairperson for the Executive Committee and as there were no objections, it was unanimously agreed that Peter Maloney would carry out the role as Chairperson for the Annual General Meeting.

Peter Maloney accepted the role of Chairperson.

Peter Maloney advised the members at the meeting that the Caretaker for the development – Phil Brown had been invited to the Annual General Meeting. Peter Maloney then acknowledged all the hard work, dedication and passion that Phil Brown has undertaken as Caretaker at the IQ Apartments. This was marked with a round of applause.

THE OWNERS - UNITS PLAN 4124
Common Seal

2. Minutes of the First Annual General Meeting held on the 31st of August, 2015; were distributed to all owners following last year's Annual General Meeting.

MOTION 1: (Ordinary Resolution):

"That the minutes of the Annual General Meeting, dated the 31st of August, 2015; be confirmed."

It was moved by Paul Powderly, seconded by Natalie Humphrey that the minutes of the Annual General Meeting, dated the 31st of August, 2015; be confirmed.

MOTION WAS CARRIED.

3. Matters arising from the previous Minutes.

It was explained that by registering the presented Owners Corporation Rules at the Land Titles Office, the Owners Corporation would then have more power to enforce these rules, eg: breach notices, ACAT ruling etc.

Default/House Rules:-

MOTION 2: (Special Resolution):

"That the Owners Corporation – Units Plan 4124 – approve the tabled IQ Owners Corporation Rules as presented".

It was moved by Neil Woodhams, seconded by Robert Azzopardi that the Owners Corporation – Units Plan 4124 – approve the tabled IQ Owners Corporation Rules as presented.

MOTION WAS CARRIED.

Contractor Agreements:-

It was noted that the new incoming executive committee would obtain, review and execute contracts for services to the building eg: lifts, fire etc.

4. **Financial Statements:**

Ms Tang asked that for future reporting if the Actual and Budget areas on the financial statements could be detailed with explanations so that owners had a clearer understanding of the Owners Corporations finances. This request will be adhered too.

The Manager advised that the Sinking Fund Term Deposit investment account matured on the 28th of February, 2017.

MOTION 3: (Ordinary Resolution):

"That the Financial Statements for the financial year ending 31 May, 2016; be accepted as presented."

It was moved by Joanna Elkington, seconded by Andrew Dibb that the financial statements for the financial year ending 31 May, 2016; be accepted as presented.

MOTION WAS CARRIED.

5. Insurance:

Members are informed that the Corporation holds insurance cover as follows:-

Company	Policy Number	Cover	Amount	Renewal Date
Chubb Insurance Company of Australia Ltd	93211751	Buildings	$ 70,700,000	22/04/2017
		Loss of Rent/Temp Accommodation	$ 10,500,000	
		First Loss Terrorism	$ 2,500,000	
		General Liability	$ 20,000,000	
		Crime Insurance	$ 100,000	
		Management Committee Liability	$ 5,000,000	
		Professional Expenses	$ 30,000	
		Machinery Breakdown	$ 100,000	
		Voluntary Workers (per Aggregate and Volunteer)	$ 700,000	
		Excess	$ 500	
CGU Workers Compensation				22/04/2017

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Robert Azzopardi queried the Owners Corporation building insurance cover amount. The Manager advised that the Owners Corporation building insurance cover amount was originally pre-arranged by the developer. The Manager also recommended that every 3-5 years the Owners Corporation acquire a valuation for the building to ensure that the building is not under or over insured prior to the renewal date. 3% is a common increase.

The Chairperson also explained that after acquiring verbal legal advice it is in the best interest of the Owners Corporation to take also out Workers Compensation cover.

The incoming Executive Committee members will review the documents for the Owners Corporations building insurance prior to renewal next year.

MOTION 4: (Ordinary Resolution):

"That the above Policy of Insurance held by the Owners Corporation – Units Plan 4124 – as outlined above be accepted with the increased renewal amount upon maturity in April, 2017".

It was moved by Daniel Bond, seconded by Joanna Elkington that the above Policy of Insurance held by the Owners Corporation – Units Plan 4124 – as outlined above be accepted with the increased renewal amount upon maturity in April, 2017.

MOTION WAS CARRIED.

6. **Sinking Fund Forecast Report**:

The Chairperson explained that under the Unit Titles (Management) Act 2011 it is a necessity to have a formal Sinking Fund Expenditure Plan.

The Sinking Fund Forecast Plan compiled by Rider Levett Bucknall is very detailed, well compiled and the Executive Committee members were extremely satisfied with the report.

Every five years the Sinking Fund Forecast Plan must be updated however it can be reviewed at any time as the Owners Corporation see appropriate.

MOTION 5: (Ordinary Resolution):

"The Owners Corporation – Units Plan 4124 hereby approves the Sinking Fund Forecast Plan compiled by Rider Levett Bucknall".

It was moved by Neil Woodhams, seconded by Andrew Dibb that the Owners Corporation – Units Plan 4124 hereby approves the Sinking Fund Forecast Plan compiled by Rider Levett Bucknall.

MOTION WAS CARRIED.

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7. **Front Foyer/Lounges:**

The issue of purchasing lounges for the front foyers was discussed. The pros and cons were deliberated eg: the lounges being stolen and vandalised to having these empty foyers potentially being more welcoming visually and having seating available for mainly occupants and visitors when waiting for a taxi or a removalist etc.

Andrew Dibbs (an Executive Committee member) was asked to speak to the members at the meeting on this matter. Andrew undertook this project to investigate costings, purpose fit lounges and present a recommendation to the members for the Annual General Meeting.

The Chairperson abstained this motion as he was impartial to the end result. The motion was put to a vote and included all proxy voting.

MOTION 6: (Ordinary Resolution):

"That the Owners Corporation – Units Plan 4124 – approve the expenditure of $ 13,344.00 + GST for the purchase and installation of four lounges within the front foyer locations".

FOR: 24 AGAINST: 21 ABSTAINED: 4(ON FLOOR)

MOTION WAS CARRIED.

8. **Budgets:**

Robert Azzopardi raised the question why the accumulative funds from the first financial year were not deducted from the proposed Administrative Fund. The Manager explained that $ 42,000.00 was in an invested Sinking Fund term deposit account. The $ 112,000.00 (approximately) was being held to pay for the new CCTV cameras – approximately $ 48,000.00, the possibility of the purchasing lounges – approximately $ 13,500.00 and the probability of engaging a contracts company for the bundling of agreements – circa $ 18,000.00.

The Manager also informed the members that the Administration Fund has been reduced and a Sinking Fund had now been instigated and that levy contributions have increased by approximately $ 1600.00 per annum depending on entitlements.

The Chairperson also advised that this will be the first year IQ will be out of warranty and defects period and costs will rise as the Owners Corporation will now have to pay for "out of scope" works. He also indicated that it would be more beneficial to the Owners Corporation to have surplus of funds than in years to come be struggling for funds and having the need to raise a Special Levy. Robert Docker endorsed these comments made by the Chairperson.

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It was noted that for future budget reporting notes on how the budget is derived would be attached including explanations of contingencies.

MOTION 7: (Ordinary Resolution):

"That the proposed income and expenditure budgets incorporating an Administrative Fund ($ 477,540.00) and Sinking Fund of ($ 233,090.00) for the financial year ending 31 May, 2017; be raised and approved".

It was moved by Daniel Bond, seconded by Natalie Humphrey that the proposed income and expenditure budgets incorporating an Administrative Fund ($ 477,540.00) and Sinking Fund of (233,090.00) for the financial year ending 31 May, 2017; be raised and approved.

MOTION WAS CARRIED.

Note: Quarterly levies will be adjusted from the first financial period being 1 June, 2016. Levy contributions will then be raised for 1 September, 1 December, and 1 March, 2017.

Therefore June and September, 2016 levy contribution quarters will be adjusted after the budget has been approved at the Annual General Meeting.

9. Manager:

The Chairperson excused himself from the meeting as he had a vested interest in the company that were being put forward for the management of The Owners Corporation – Units Plan 4124. Robert Docker (an Executive Committee member) also thought that it would be prudent if both Peter Maloney (Chairperson) and Janet Wendorf (Manager) from LJ Hooker Commerical Canberra both left the meeting. Moments later Phil Brown the caretaker was also asked to leave the meeting.

Joanna Elkington then addressed the meeting on behalf of the Executive Sub-Committee that was formed to deal with the review of the Strata Management for Units Plan 4124. The Sub-Committee consisted of Robert Docker, Daniel Bond and Joanna Elkington to ensure no possibility of conflict of interest in the decision process. The remaining members of the Executive Committee were also included in the discussion process prior to the final decision. Owners questions were answered in relation to the process and all issues were clarified.

Daniel Bond then read Motion 8a - no members moved the motion.
He then read Motion 8b with the result as recorded below.

THE OWNERS - UNITS PLAN 4124
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MOTION 8 (a): (Ordinary Resolution):

"That the Owners Corporation – Units Plan 4124 formally appoint Scithom Realty Pty Ltd as Trustee for Scithom Unit Trust trading as LJ Hooker Commercial Canberra as the Manager for the Owners Corporation – Units Plan 4124 for a one year period".

The motion was not moved, seconded or carried.

Motion 8 (b): (Ordinary Resolution):

"That the Owners Corporation – Units Plan 4124 formally appoint Vantage Strata Pty Ltd as the Strata Manager for the Owners Corporation – Units Plan 4124 for a one year period, and that the Executive Committee be authorised to execute an agency agreement on behalf of the Owners Corporation on terms that they consider to be appropriate".

It was moved by Ashok Verma, seconded by Natalie Humphrey that the Owners Corporation – Units Plan 4124 formally appoint Vantage Strata Pty Ltd as the Strata Manager for the Owners Corporation - Units Plan 4124 for a one year period, and that the Executive Committee be authorised to execute an agency agreement on behalf of the Owners Corporation on terms that they consider to be appropriate.

MOTION WAS CARRIED.

11. Executive Committee:

The Manager advised the meeting of the members who had submitted their nomination form requesting a position on the Executive Committee. The members that were present were asked to address the members at the meeting on their credentials for forming part of the Executive Committee. For one member who was not present – a preamble was tabled.

All positions on the current Executive Committee be declared vacant and nominations be called for a new Executive Committee to serve until the next Annual General Meeting.

MOTION 9: (Ordinary Resolution):

"That the Owners Corporation – Units Plan 4124 – appoint 3 to 7 members to form the Executive Committee; until the next Annual General Meeting".

It was unanimously agreed by all members present at the meeting that the Owners Corporation – Units Plan 4124 – appoint 3 to 7 members to form the Executive Committee; until the next Annual General Meeting.

MOTION WAS CARRIED.

The following members were elected to the Executive Committee:-

Robert Azzopardi, Peter Maloney, Joanna Elkington, Philip Nigg, Gaeton Higgs, Karla McKay and Andrew Dibb.

12. General Business:

* **Garbage Disposal – An email was tabled – Leaving garbage in the refuse rooms.** This matter is a constant concern for residents and the caretaker. Notices have been placed in these areas in English and other languages and this topic has also been re-iterated in the Newsletters. The incoming executive committee will review this matter.

* **Planted Herbs –** Last year an owner asked of the Owners Corporation would consider the planting of herbs for all occupants use. It was agreed that herbs would be planted in pots initially and if these were readily used then the Executive Committee would look at an area in the large garden beds on the 1st floor that could be utilised for these plantings. Andrew Dibb has agreed to water the pots and he will communicate with the gardener to acquire the pots and herbs.

* **Potential Class Action –** A member at the meeting advised that there is a current Class Action being undertaken against certain property Developers in the ACT regarding refunding of GST which had been included in contracts when purchasing properties. The GST should not have been included. For your information the website is www.imf.com.au or google IMF class action.

* **Pavers** – There are a number of pavers externally around the garden bed areas on Level 1that have become drummy. Construction Control have been advised of this and at present are in the process of obtaining a quote for the works. The caretaker advised that there are also some pavers that need attention on the southern end of the development.

* **Condensation –** The concern was raised that a number of units experience condensation. A letter from the Project Manager had been circulated recently regarding this issue and it is important to open your windows slightly each day in the Winter to try and alleviate some of the build–up of condensation. Robert Azzopardi advised the members at the meeting that he had placed a strip of foam at the bottom on the window which then also in turn prevented the water seeping into/onto the timber.

* **Visitor Car Parking, Signage, Markings, Parking on Mort Street – (a) Visitor Car Parking –** This will be monitored and once the Owners Corporation Rules are registered, this type of matter can then be enforced, **(b) Signage –** Units 241 & 242 owner requested a "Residents Only" sign to be installed on the garage door to help their elderly patients determine where to park. This was viewed by the Executive Committee however when the "Trespasser will be prosecuted" signs were installed they thought this would alleviate this concern. The Executive Committee will reconsider this request.

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(c) Markings on drive ways – The Executive Committee will also assess this request in relation to painting arrows/possibly lines, installing speed signs in some of the driveway/thoroughfare traffic areas.

(d) Parking on Mort Street – No Parking signs have been erected in this location however the advice was "go on the Canberra Connect/Access Canberra website and lodge a complaint".

* **Meeting venue** – A member at the meeting mentioned if at all possible could the next Annual General Meeting be held closer to the IQ Apartments to encourage more owner/occupiers to attend the meeting. The Manager tried to acquire a meeting room at Clifton Suites however the cost was exorbitant. It was noted that next year enquiries can be made to perhaps other hotels along Northbourne Avenue, Braddon.

There being no further business the meeting closed at 8.10 p.m.

The Manager
The Owners Corporation – Units Plan 4124
C/- LJ Hooker Commercial - Canberra
GPO Box 233
CANBERRA ACT 2601

THE OWNERS - UNITS PLAN 4124
Common Seal

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4124

A2 Annual General meeting

Dated the 13th of September, 2016 of the Annual General Meeting at which the reduced quorum decision or decisions were made—

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
13th of September, 2016	Refer attached Annual General Meeting Minutes

A4 Owners corporation declaration

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

THE OWNERS UNITS PLAN 4124 Common Seal

19-9-2016

.....[*insert date of affixing of seal*]

[*affix owners corporation seal in accordance with the corporation articles*]

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

THE OWNERS - UNITS PLAN 4124
Common Seal

OWNERS CORPORATION RULES

UNITS PLAN NO. 4124
102 & 104 NORTHBOURNE AVENUE AND 51 & 53 MORT STREET BRADDON ACT 2612

1 DEFINITIONS AND INTERPRETATION

Definitions:

(a) **"Act"** means the *Unit Titles (Management) Act 2011*;

(b) **"Authorised Owner"** refers to a unit owner to whom the Executive Committee has authorised a use of common property for a specific purpose.

(c) **"Executive Committee"** means the eligible persons elected at the most recent Owners Corporation Annual General Meeting as Members of the Executive Committee and who remain as Members of the Executive Committee in accordance with section 39 of the Act;

(d) **"Executive Committee representative"** means a person authorised in writing by the Executive Committee;

(e) **"Owner", "Occupier" or "User"**, of a unit, includes an invitee, visitor, customer or licensee of an owner, occupier or user of a unit;

(f) **"Property"** means all of the land and buildings physically located within units plan no. 4124;

(g) **"Territory"** means the Australian Capital Territory; **ACT** is the acceptable abbreviation for the same jurisdiction.

(h) **"Unit"** is a part of a parcel shown in a unit title application or a units plan as a unit and includes any unit subsidiary shown on the plan as annexed to the unit;

(i) **"Unit Subsidiary"** has the same definition as section 12 of the *Unit Titles Act 2001*;

Interpretation:

A word or expression defined in the Act, the *Unit Titles Act 2001* or any applicable regulations is intended to have the same meaning in these Rules.

2 PAYMENT OF RATES AND TAXES BY UNIT OWNERS

An Owner must pay all rates, taxes, and any other amount payable for the unit.

3 REPAIRS AND MAINTENANCE

(a) An Owner must ensure that the unit is in a state of good repair.

(b) An Owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by any Territory law.

(c) An Owner, Occupier or User must keep any part of the unit that is visible from Common Property or the exterior of the Building clean, tidy and well maintained.

(d) An Owner, Occupier or User is encouraged to report any Graffiti of any description to the Caretaker/Cleaner.

THE OWNERS - UNITS PLAN 4124
Common Seal

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OWNERS CORPORATION RULES

4 ERECTIONS AND ALTERATIONS

(a) An Owner must not erect or alter any structure in or on the Common Property or a Unit without the prior written consent of the Owners Corporation which may only be given by the passing of a resolution at a general meeting following a request by the Owner under Rule 4(c).

(b) A unit owner must not make any alterations or modifications to their unit or balcony doors or windows, including the installation of awnings or other types of weather protection devices or enclosures, without the prior approval of the Executive Committee.

(c) A unit owner must not allow service providers and other contractors working to install any type of service for them, to make installations or alterations, including any visual elements, such as installation of piping, conduits, cables, etc, on common property without the prior approval of the Executive Committee.

(d) If an Owner wishes to make a request for the Owners Corporation's prior consent under this Rule, the Owner must make the request to the Executive Committee in writing together with the following supporting documents:

(i) All permits, approvals or consents required for the proposed works under all relevant laws or alternatively, written confirmation from suitably qualified persons or bodies that permits, approvals or consents are not necessary for the proposed works;

(ii) All plans and specifications for the proposed works prepared by suitably qualified persons;

(iii) Details of what parts of the Building will be affected by the proposed works;

(iv) Details of how the proposed works will affect the appearance of the Building;

(v) Written confirmation from suitably qualified persons on whether the proposed works may affect the following aspects of the Building:

A. the structural integrity;

B. any services;

C. the fire and life safety aspects;

D. the acoustic properties.

(vi) If the proposed works may affect any of the aspects of the Building in Rule 4(d)(v), appropriate plans and specifications from suitably qualified persons to address any such effect;

(vii) The proposed dates and times for the performance of works taking into account the Rules relating to noise;

(viii) The proposed method of ensuring the proposed works will be carried out with as little disruption, nuisance, inconvenience or annoyance to any other Owner, Occupier or User of the Property;

THE OWNERS - UNITS PLAN 4124 Common Seal

(ix) Any other document reasonably requested by the Executive Committee relating to the proposed works.

(e) On receipt of a written request under Rule 4(c), the Executive Committee will put on the agenda for the next general meeting a motion to vote on whether the request will be approved by resolution together with all of the documents submitted by the requesting Owner in support of the request.

(f) Any motion to approve a request must include the following conditions of approval:

(i) the Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the works and all approved plans and specifications;

(ii) the Owner must indemnify the Owners Corporation for any claims, loss or damage suffered by any person or the Owners Corporation in connection with the works;

(iii) the Owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review and confirm the plans and specifications insofar as they will be effective to address any of the aspects of the Building in Rule 4(d)(v);

(iv) the Owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works.

(g) Rule 4 applies to the timeframe in which the Owners Corporation will consider the Owner's request unless the requesting Owner agrees in writing to pay for the administrative costs of the Owners Corporation convening an earlier general meeting to consider the request.

5 USE OF COMMON PROPERTY

(a) An Owner, Occupier or User must not use the Common Property, or permit it to be used, in a way that does, or is likely to, interfere with the reasonable use and enjoyment of the common property by another Owner, Occupier or User.

(b) An Owner, Occupier or User must not do anything which may:

(i) cause a hazard to the health, safety and security of an Owner, Occupier or User;

(ii) prejudice the safety or security of any part of the Property;

(iii) interfere with the fire or life safety equipment at the Property;

(iv) obstruct any fire safety egress at the Property;

(v) cause non-compliance with any fire and life safety requirement for the Property.

(c) The Owners Corporation may take measures to protect and secure the Common Property and any unit from fire, health, security or safety hazards and for this purpose may without limitation, restrict access to any part of the Common Property.

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(d) An Owner, Occupier or User must not dispose of any refuse or rubbish on the Common Property except in the receptacles provided for that purpose.

(e) An Owner, Occupier or User must not dispose of or store any items, including but not limited to furniture, mattresses, electrical appliances/equipment or plant matter on Common Property, including, but not limited to, the bin/refuse rooms or on the parking levels of the Building.

Note: such items must be disposed of at approved ACT disposal sites, the nearest is the Mitchell Resource Management Centre.

(f) If an Owner, Occupier or User soils or dirties any part of the Common Property that person, (or if for any reason that person is unable to be located, then the Owner) must, at their own cost and expense, clean that part of the Common Property.

(g) An Owner, Occupier or User must not store any items on Common Property areas without the Executive Committee's express written approval.

6 HAZARDOUS USE OF UNIT

An Owner, Occupier or User must not use any Unit, or permit it to be used, to cause a hazard to an Owner, Occupier or User of another Unit.

7 USE OF UNIT – NUISANCE OR ANNOYANCE

Note: The Owners' Corporation aims to provide an environment that will allow all residents to enjoy living in the IQ Apartments building without being disturbed by other residents.

An Owner, Occupier or User 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. Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phoning 131 444.

Note: To assist owners, occupiers or users understand Clauses 7 and 8, the Oxford English dictionary defines nuisance *as meaning a person or thing causing offence, inconvenience or annoyance.* Substantial annoyance *in the same dictionary is defined as meaning unreasonable harassment or disruption of privacy of another person.*

8 NOISE

Note: Noise penetrates easily into other units particularly through hallways, balcony doors and windows.

An Owner, Occupier or User must not make, or permit to be made, such a noise within the unit or on the Common Property as might (in the circumstances) be reasonably likely to cause substantial annoyance to an Owner, Occupier or User of another Unit.

At all times, and specifically between 10.00 pm and 7.00 am, residents should avoid causing any noise (music, television, loud voices, slamming of unit doors, use of mobile phones on balconies etc) at a level which may disturb other residents. In addition, noise in the Common Property BBQ recreation area should not disturb other Users.

THE OWNERS - UNITS PLAN 4124 Common Seal

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OWNERS CORPORATION RULES

9 ANIMALS AND BIRDS

(a) An Owner, Occupier or User must not keep a pet in a Unit without the approval of the Executive Committee, which must not be unreasonably withheld.

(b) Rule 9(a) does not apply to any animal that assists a person with an impairment or disability.

(c) An Owner, Occupier or User wishing to make a request to keep a pet in a Unit must submit in writing to the Executive Committee the following information:

(i) The species, breed and age of the pet;

(ii) Confirmation the pet is registered and vaccinated;

(iii) Confirmation the pet is not likely to be a danger or hazard to any Owner, Occupier or User of the Property.

(d) On receipt of a request under Rule 9(a), the Executive Committee must vote on whether to approve the request at the next scheduled Executive Committee meeting.

(e) Approval under Rule 9(a) is taken to only relate to the pet which is the subject of the request and as such may not be transferred.

(f) Pets must be confined to the Unit unless on a leash.

(g) The Executive Committee has the power to revoke approval under Rule 9(a) if it reasonably believes the pet has caused or is causing a substantial nuisance to an Owner, Occupier or User of another Unit and it is satisfied on reasonable grounds such substantial nuisance is likely to continue.

(h) Any damage or soiling of Common Property caused by pets is the responsibility of the pet owner, who must, at their cost and expense, clean that part of the Common Property.

(i) An Owner, Occupier or User must not feed birds from balconies as this may encourage more birds to migrate to the building and cause further soiling.

(j) The Owner, Occupier or User must correctly dispose of animal litter products in a suitable manner which should be secured in a plastic bag, (preferably double bagged and tied shut to avoid spillage) and placed in the chute, **NOT in the recycling bins**.

10 ILLEGAL USE OF UNIT

An Owner, Occupier or User must not use the unit or any part of Common Property, or permit it to be used, in a way which contravenes a law in force in the Territory.

11 WHAT MAY AN EXECUTIVE COMMITTEE REPRESENTATIVE DO?

(a) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:

(i) if the Executive Committee has reasonable grounds for suspecting that there is a breach of the Act or the rules in relation to a unit – inspect the Unit to investigate the breach;

THE OWNERS - UNITS PLAN 4124
Common Seal

(ii) carry out any maintenance required under the Act or these rules; or

(iii) do anything else the Owners Corporation is required to do under the Act or these Rules.

(b) An Executive Committee Representative may enter a Unit and remain in the unit for as long as is necessary to do something mentioned in Rule 11(a), subject to Rule 11(d).

(c) Members of the Executive Committee, and persons authorised by them, i.e. the Building Manager or Strata Manager, may ask any person found to be breaching any of these Rules to desist or to leave Common Property.

(d) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in Rule 11(a) unless:

(i) the Executive Committee or the Executive Committee Representative has given the Owner, Occupier or User of the unit a minimum of 24 hours' notice of his or her intention to do the thing; or

(ii) in an emergency, it is essential that it be done without notice.

(e) The Executive Committee may give a written authority to a person to represent the Owners Corporation under this rule.

12 SEAL OF OWNERS CORPORATION

Sealing of Documents

(a) For the attaching of the common seal of the Owners Corporation to a document to be effective:

(i) the common seal must be attached by decision of the Executive Committee; and

(ii) the common seal must be attached in the presence of two Executive Committee Members; and

(iii) the Executive Committee Members witnessing the attaching of the common seal must sign the document as witnesses.

Managing agent may affix seal

(b) The Owners Corporation delegates on an ongoing basis to its appointed Manager, the power to affix the common seal to certificates under Section 119 of the Act.

13 RECOVERY OF LEGAL FEES

(a) If an Owner fails to pay a validly raised Owners Corporation contribution and the Owners Corporation engages an agent or solicitor to recover that contribution from the Owner, the Owner is liable to reimburse the Owners Corporation's legal fees unless an alternative settlement in writing is reached.

(b) If an Owner, Occupier or User breaches any of these Rules and the Owners Corporation engages an agent or solicitor to carry out enforcement proceedings, the Owner, Occupier or User against whom the proceedings are named, is liable to reimburse the Owners Corporation's legal fees unless an alternative settlement in writing is reached.

OWNERS CORPORATION RULES

14 APPEARANCE OF WINDOWS AND DOORS

(a) Owners, Occupiers and Users must not install any custom exterior window coverings, including bars, security mesh screens or fly screens, which can be seen from the exterior of the building or Common Property, without seeking approval from the Executive Committee.

15 OVERLOADING OF FLOORS AND BALCONY AREAS

A unit owner must not overload any floors or balcony areas and must observe the maximum load limit of 200kg per square metre.

16 BALCONY AREAS

Note: We aim to ensure that any use of balconies maintains the overall good external appearance of the IQ Apartments.

(a) No permanent drying structures are permitted on balconies.

(b) The drying of clothing, bedding and other items over the external balustrade on balconies is prohibited.

(c) The growing of plants beyond the external boundaries of balconies is prohibited.

(d) Balconies are not to be used as a storage area.

(e) Under no circumstances are any items (cigarettes, bottles, eggs, etc) to be thrown or dropped from a window or balcony at any time.

(f) The use of BBQ's on balconies must not cause an inconvenience or annoyance to other residents.

(g) Only gas BBQ's and heaters may be used on balconies. The use of open flame solid fuel BBQ's or heaters such as coal or wood is strictly prohibited and cause an extreme fire risk.

(h) Do not climb over or hang from balconies or windows.

17 SMOKE-FREE POLICY

Note: We want IQ residents to be able to live in a smoke-free environment, and enjoy the use of their unit and balcony areas at all times without being exposed to the odour and harmful chemicals contained in second-hand tobacco smoke. Smoke-free apartments also offer additional benefits such as: reduced risk of fire, and lower cleaning costs for investor-owners.

(a) An Owner, Occupier or User must not smoke, or allow any other person to smoke, on the Common Property including but not limited to in the BBQ area, the foyers, the car parks, and around fire door exits.

(b) An Owner, Occupier or User of a Unit must not smoke, or allow any other person to smoke, on a Unit balcony if the smoke and/or odour generated by the person's smoking is likely to:

(i) enter into any other Unit; or

(ii) cause discomfort and/or annoyance to any other Owner, Occupier or User.

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18 SHOPPING TROLLEYS

Note: It is illegal in the ACT under the Litter Act 2004 for shopping trolleys to be taken outside a shopping centre precinct.

No shopping trolleys are to be left at the Property, on Common Property or on the surrounding areas around the Property, including but not limited to at building entrances, in the bin rooms and in the pedestrian areas on the ground floor, nor between the building boundary and street boundaries of Mort Street, Northbourne Avenue and the Capital Executive Apartments.

19 SELLING AGENTS

(a) Owners who are selling their Unit must:

(i) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent is familiar with the restrictions that will apply to any new Owner, Occupier or User of the Unit;

(ii) draw their selling agent's particular attention to the Rules relating to pets and smoking in these Rules;

(iii) must ensure any marketing or advertising connected with the sale of their Unit does not contradict any restriction provided in these Rules; and

(iv) consult with IQ Building Manager for location to install any 'For Sale' sign on any part of the Common Property. The interior of a Unit can be used (which it is acknowledged will be visible from the exterior of the Building).

Note: Owners responsible for installing signs will be responsible for any damage caused, eg irrigation hoses or underground utilities.

(b) 'Open Inspections' signs connected with any Unit for sale may only be erected around the perimeter of the Property during inspection times and must be promptly removed at the end of an inspection period on any given day.

20 LEASING AGENTS

(a) Owners who lease their Unit must:

(i) provide their leasing agent with a copy of these Rules in advance of any new Occupier taking up occupation of a Unit to ensure the leasing agent and the new Occupier are familiar with the restrictions that will apply to any new Occupier or User of the Unit;

(ii) draw their leasing agent's particular attention to the Rules relating to pets and smoking in these Rules;

(iii) must ensure any marketing or advertising connected with the leasing of their Unit does not contradict any restriction provided in these Rules; and

(iv) consult with IQ Building Manager for location to install any 'For Lease' sign on any part of the Common Property. The interior of a Unit can be used (which it is acknowledged will be visible from the exterior of the Building).

THE OWNERS - UNITS PLAN 4124 Common Seal

Note: Owners responsible for installing signs will be responsible for any damage caused, eg irrigation hoses or underground utilities.

(b) If the Owner does not have a leasing agent, the Owner must comply with all of the obligations under Rule 20(a).

21 SECURITY & SAFETY

Note: In the interest of maintaining the security of the IQ Apartments, all residents and their guests must ensure that building exit doors are closed firmly after entering or leaving the building.

(a) The Owners Corporation is entitled to restrict access to Common Property by means of security cards.

(b) Owners, Occupiers and Users must:

(i) take all reasonable steps not to lose any keys, security swipe card and remote controls;

(ii) pay the cost of retrieval of dropped keys, swipe cards or other personal items from lift wells in the event of these items falling through the gap in the lift doors;

(iii) return all keys, security swipe cards and remote controls to the Owners Corporation Manager if they no longer own or occupy the Unit;

(iv) immediately notify the Owners Corporation Manager if keys, security swipe card or remote control is lost or stolen;

(v) ensure that if the Unit is leased, that it is an express requirement of the lease for any keys, security swipe cards or remote controls to be returned to the Owner on expiry of the lease.

(c) Owners, Occupiers and Users agree that all keys, security swipe cards and remote controls are registered by number and that information is accessible to the Owners Corporation, the Executive Committee, the Building Manager and appointed Owners Corporation Manager.

(d) The Executive Committee has the power to deactivate any security swipe card and remote controls if there are reasonable grounds to believe it is being used in contravention of these Rules or any law.

(e) Owners, Occupiers and Users must comply with all speed restrictions reasonably notified by signs at the Property.

(f) The fire escape stairways to the ground floor are not to be used as general exits from either the residential levels or the car parking levels.

(g) In the event of an evacuation, and in the event that it is safe to do so, ensure that you take your unit keys with you to enable you to re-enter the building when it is cleared as safe to do so by the Fire Brigade.

(h) Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in cases of emergency. Note that this is a requirement under law; corporate and personal fines will be issued by the Fire Brigade for non-compliance.

THE OWNERS - UNITS PLAN 4124 Common Seal

(i) Interference with any security or emergency system, or any other building infrastructure, is prohibited. Careless and/or deliberate activation of fire alarm systems (including but not limited to in-room alarms, hallway glass break panels, fire hoses, extinguishers, sprinkler systems, emergency exit lights, fire doors, intercoms or entry doors) is prohibited.

(j) Building owners or managers are responsible and accountable for the payment of false alarm charges resulting from unwanted false fire alarms. In the event of attending an Automatic Fire Alarm triggered within IQ Apartments (Residential and Commercial), the ACT Fire and Rescue Service will invoice the Automatic Fire Alarms Service Providers who, will in turn invoice Units Plan 4124. The Owners Corporation will invoice the owner, occupier or user for the alarm. Attributing the location for the trigger of the alarm will be identified from the Fire Panel.

Note: Refer to ACT Government – Automatic Fire Alarms – Fees and Charges [www.esa.act.gov.au]

(k) Owners, Occupiers and Users agree to not allow another person to tail gate them into the foyer, lifts or car park.

(l) Access to the roof is restricted to contractors who are familiar with and meet the requirements for Height Safety Protocols.

(m) Owners, Occupiers and Users assume all responsibility and risk when placing a doormat in the hallway, as these may become tripping hazards in emergency situations.

22 USE OF OUTDOOR COMMON AREA

Note: The outdoor common area on level 1 is Common Property and is provided to benefit all Owners, Occupiers, Users and their guests only. These areas are not for general public use.

(a) The outdoor common area is open for use from 6:00am to 11:00pm daily and are subject to the Rules relating to noise and nuisance.

(b) Owners, Occupiers and Users must comply with any conditions of use of outdoor common area that the Owners Corporation or the Executive Committee give reasonable notice of by displaying those conditions in the relevant areas.

(c) Owners, Occupiers and Users must use the outdoor common area in a safe manner and ensure that they comply with all ACT Health and Safety regulations apply to the use of these facilities.

(d) Owners, Occupiers and Users must ensure at all times they are suitably clothed and behaving in a manner not likely to offend other Owners, Occupiers and Users in the outdoor common area.

(e) Owners, Occupiers and Users agree that they use the outdoor common area at their own risk. The Owners Corporation does not accept any liability for injury or loss arising out of the use of this facility.

(f) In the interest of maintaining a harmonious and safe environment, parents and guardians are encouraged to supervise children in the common property

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area. They should not be permitted to play in car park areas, foyers or corridors. Parents and Guardians are responsible for the cost of repairing damage caused by their children.

23 VEHICLE PARKING

Note: All vehicle parking spaces are numbered with the unit subsidiary number. Visitors can park in spaces annotated as Visitor Parking.

Note 1: The Owners Corporation Executive Committee notes that a (bona fide) visitor is defined as a person who stays no more than twelve hours at a time on no more than seven consecutive days.

Note 2: The Owners Corporation Executive Committee notes that an Owner, Occupier or User has the right to allow a non-resident to use their allocated unit subsidiary vehicle parking space(s):

(a) Owners, Occupiers and Users must ensure vehicles are parked in unit subsidiary allocated spaces only and well within the marked lines. Parking of vehicles must not cause obstruction or impeded another vehicle's access.

(b) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of vehicles or items left in a vehicle.

(c) Owners, Occupiers and Users must ensure that any items stored in their allocated parking bay area are orderly and remain within the parking bay lines and do not interfere with adjacent parking bays, walkways or access to storage sheds. Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of items stored in the parking bay area.

(d) Owners, Occupiers and Users must ensure vehicle parking spaces are kept clean and tidy at all times. Any oil spills or other marks on the ground and around parking space must be cleaned up immediately.

(e) Owners, Occupiers and Users agree that scooters and motorbikes are permitted to be parked on common property immediately adjacent to a resident's allocated storage cage or vehicle parking space as long as they do not impede access or inconvenience another Owner, Occupier or User.

(f) Owners, Occupiers and Users must not wash or conduct mechanical repair work on vehicles in the car park or on any Common Property.

(g) Use of the Disabled car spaces in the Visitor and Commercial areas must be supported by displaying valid authorisation for disabled parking.

(h) **Use of the Loading Zone** located in front of 104 Northbourne Avenue. Owners, Occupiers and Users should note that the Loading Zone space supports the whole complex and is therefore in high demand (24/7). Compliance for use of the Loading Zone falls under ACT Legislation, see the note below from ACT Parking Infringements Guide.

Loading Zone continued:

A motorist must not stop in a loading zone unless he or she is driving a vehicle that is primarily designed for carrying goods and is using the loading zone for the sole purpose of loading or unloading goods. Other vehicles can park in a loading zone only if they display a valid permit to do so. If there is a time limit for a loading zone indicated by signage, or by a loading zone permit, a motorist must not stay longer than the time limit. If no time limit is indicated the maximum time allowed is 30 minutes.

Note: a mobility permit does not entitle a motorist to park in a loading zone. Penalty for breaching this rule is $137.

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24 STORAGE CAGES

(a) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation takes no responsibility for the security of items that are stored either inside or outside a Unit's storage cage.

Note: The Owners Corporation recommends that residents elevate stored items off the floor to avoid damage from any, rain, stormwater or flooding that may occur.

(b) Owners, Occupiers and Users agree that they are responsible for appropriately securing their allocated storage cage.

(c) Residents' possessions are not permitted to be stored outside or on top of a storage cage.

(d) Owners, Occupiers and Users must not store hazardous or flammable materials in storage cages.

(e) Owners, Occupiers and Users must reimburse the Owners Corporation for any cost incurred in cleaning and/or disposing of any liquid or material that seeps or leaks from a storage cage onto Common Property.

25 BICYCLE STORAGE FACILITY

(a) The bicycle storage facility on level B1, is Common Property for use by resident Owners, Occupiers or Users only.

(b) This facility is not to be used for storage of anything other than bicycles, except with written permission from the Executive Committee.

(c) Owners, Occupiers and Users acknowledge and agree that the Owners Corporation is in no way responsible for the security of bicycles or other items stored in the bicycle storage facility.

26 GARBAGE DISPOSAL AND RECYCLING

(a) Owners, Occupiers and Users must use the garbage chutes located on each floor in the refuse rooms to dispose of garbage. Garbage should always be well wrapped and sealed so as not to break apart on the way down the chute. Where items are too large to fit into the chute (such as pizza boxes), these must be taken down to the refuse room on ground level and placed into the hoppers.

(b) Owners, Occupiers and Users must not leave garbage in the refuse rooms located on each floor. All garbage must be disposed of via the chutes or taken down to the refuse room on ground level and placed into the hoppers.

(c) Owners, Occupiers and Users are encouraged to recycle paper, cardboard, plastic and glass in the recycling bins provided. Recycling bins are located in the refuse room on each level and are clearly marked.

(d) Owners, Occupiers and Users are to maintain responsible waste disposal habits and **avoid contamination of recycle waste - use chute if in doubt.**

(e) **For moving purposes only**: Owners, Occupiers and Users are requested to flatten all cardboard and boxes, remove all plastic and Styrofoam and take all items to the Ground floor garbage enclosure.

Note: Also see 5(e) regarding the proper disposal of large/bulky items.

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OWNERS CORPORATION RULES

27 SIGNAGE

(a) Any signage must have Executive Committee approval prior to being posted.

28 LIABILITY, FEES AND CHARGES

(a) Owners, Occupiers and Users agree that they (responsible party) are responsible for reimbursing the Owners Corporation for any fee or charge generated as a result of a violation of these Rules or damage caused to Common Property as a result of negligence or an act of theft or vandalism.

(b) Owners, Occupiers and Users agree that where a responsible party cannot be identified within a unit, the legal liability, fee or charge will be passed on to the unit Owner. In the case of a fee or charge this will be applied as an ad-hoc levy charge on the Owner's next levy notice. The Owner will be responsible for recouping such fee or charge from the original responsible party associated to their unit.

29 BUILDING MANAGER/CARETAKER/CLEANER

(a) The Building Manager/Caretaker /Cleaner is generally on site five days a week from 7.00 am to 3.00 pm. His role includes providing direction and guidance to Owners, Occupiers and Users on behalf of the Owners' Corporation.

(b) Signage in the foyer areas provides advice on contacting the Building Manager/Caretaker /Cleaner.

(c) Owners, Occupiers and Users are requested to contact the Building Manager/ Caretaker/Cleaner and book an appointment time if you are moving in or out of your apartment. This allows him to manage the access to the loading zone at the front of the building and also to position lift curtains for items being placed in the lift.

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Common Seal

FirstRate Report

HOUSE
ENERGY RATING

YOUR HOUSE ENERGY RATING IS: ★★★★★★ **6 STARS**

in Climate: 24

SCORE: 49 POINTS

Name:	Griffin Thomas Black	**Ref No:**	46676
House Title:	Unit 604, Block 3, Section 18	**Date:**	24-04-2026
Address:	Unit 604 of 104 Northbourne Avenue		
	Braddon		2612
Reference:	C:\REPORTS\...\NORTHBOURNE AVENUE 604 OF 104 EER		

IMPROVING YOUR RATING

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

	POOR		AVERAGE		GOOD		V. GOOD
Star Rating	**0 Star**	★	★★	★★★	★★★★	★★★★★	★★★★★★
Point Score	**-71**	**-70 -46**	**-45 -26**	**-25 -11**	**-10 4**	**5 16**	**17**

Current	**49**	
Potential	**64**	

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

Design options		**Additional points**
Change curtain to	Heavy Drapes & Pelmets	11
Add westerly blinds	100 %	4

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 604, Block 3, Section 18, Unit 604 of 104 Northbourne Avenue, Braddon**

Assessor's Name: **Lindsay Collison**

Feature						Points		
						Winter	Summer	Total
CEILING						**15**	**0**	**15**
Surface Area:	118	Insulation:	-104					
WALL						**12**	**-2**	**10**
Surface Area:	5	Insulation:	6	Mass:	-1			
FLOOR						**22**	**-5**	**17**
Surface Area:	16	Insulation:	-2	Mass:	4			
AIR LEAKAGE (Percentage of score shown for each element)						**8**	**0**	**8**
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	43 %					
Exhaust Fans	40 %	Doors	0 %					
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						**-18**	**-13**	**-31**

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
S	4	7%	-10	3	-2	-8
W	13	22%	-28	17	-11	-22
Total	17	30%	-38	20	-13	-31

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

The contribution of heavyweight materials to the window score is 5 points

			Winter	Summer	Total
RATING	★★★★★★	**SCORE**	**39**	**-19**	**49***

*** includes 28 points from Area Adjustment**

Detailed House Data

House Details

ClientName	Griffin Thomas Black
HouseTitle	Unit 604, Block 3, Section 18
StreetAddress	Unit 604 of 104 Northbourne Avenue
Suburb	Braddon
Postcode	2612
AssessorName	Lindsay Collison
FileCreated	24-04-2026
Comments	

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	45.8m²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	11.9m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	3.7m	2.7m
2	Framed: Metal Clad	No	R2.0	5.0m	2.7m
3	Framed: FC Sheet Clad	Yes	R2.0	3.3m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
2	Flat - Suspended Slab	Yes	No	R0.0	57.7m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	W	1.6m	2.3m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	W	2.6m	3.4m	No	DG2	ALIMPR	HB	No	3.2m	3.2m	0.2m
3	S	2.6m	1.6m	No	DG2	ALIMPR	HB	No	3.5m	3.5m	0.2m

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	W	2.6m	3.4m	0.0m	0.0m	0.0m	0.0m	2.1m	0.2m	2.1m	0.0m
3	S	2.6m	1.6m	3.0m	3.5m	2.1m	0.0m	3.5m	0.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0

Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

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

Rater Comments

House Details

ClientName	Griffin Thomas Black
HouseTitle	Unit 604, Block 3, Section 18
StreetAddress	Unit 604 of 104 Northbourne Avenue
Suburb	Braddon
Postcode	2612
AssessorName	Lindsay Collison
FileCreated	24-04-2026

Rater Comments

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

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

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

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

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

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

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

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

  Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.
- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

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

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

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

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

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

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CGU Professional Risks Insurance
Level 7, 181 William Street, Melbourne Vic 3000
GPO Box 4609, Melbourne Vic 3001
T 03 9601 8222 **F** 03 9602 5255

Certificate of Currency

Policy Number BP20200022

Item 1 **The Insured:** Residential Reports Pty Ltd

Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605

Item 3 **Professional Services covered by this policy:**
Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)

Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)

Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026

Item 6 **Particulars of Risk:**

Civil Liability Professional Indemnity

6.1 The Policy Limit is	$5,000,000	which includes all policy sections
6.2 The Policy Excess is	$20,000	
6.3 The Retroactive Date is	20/07/2020	

Public Liability

6.4 Sum Insured	$20,000,000
6.5 Excess	$2,500

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

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

Najibi Bisso, Manager

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

PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee

Tax Invoice

Residential REPORTS

Inspection Number 46676
Please ensure this number is used when making payment

15 April 2026
Griffin Thomas Black
For the Property at: 604/104 Northbourne Avenue Braddon ACT 2612

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

Thank you for your business
We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service

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

PAYMENT OPTIONS	
PEXA	To avoid unallocated payments please use reference number: **46676**
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: **46676 IMPORTANT: PLEASE ensure this unique ID is used**

Without a Roof

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

Residential Reports Pty Limited **ABN** 38 609 880 122
35 Poynton Street Hughes ACT 2605 **p** 6288 0402 info@residentialreports.com.au
Member- Master Builders Association & The Australian Environmental Pest Managers Association

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

Section 119

IQ Apartments, Plan 4124
The above Owners Corporation hereby certifies, pursuant to the
Unit Titles Act, Section 119, the details in respect to the unit are as follows.

Entitlements

Entitlement for Unit 604:	39
Total Entitlements:	10000

Unit 604

Committee Section 119(1)(a)

At time of printing, the Owners Corporation committee comprised the following members:

Name	Unit	Address	Position
Hua (Helen) Wu	23	601/102 Northbourne Avenue Braddon, Australian Capital Territory, 2612	Member
Robert Azzopardi	35	508/104 Northbourne Avenue Braddon, ACT, 2612	Member
S & K Catanzariti Property Pty Ltd	49	11 Meda Close CRACE, ACT, 2911	Member
Alex Parragi	97	203/102 Northbourne Avenue Braddon, ACT, 2612	Member

Managing Agent Section 119(1)(b & c)

The Owners Corporation is managed by First Choice Strata located at PO Box 479, DICKSON ACT, 2602. For inspection of the records please contact +61 026241 4000.

Has the Developer control expired?	
Has the Owners Corporation Borrowed Money? (details if applicable)	
Has the Owners Corporation Installed any Sustainability Infrastructure?	
Has the Owners Corporation applied to Planning and Land Authority for an extension of the Crown Lease?	
Is the Unit Plan subject to any ongoing Development Approval Conditions?	

Reports and Contract

Copy of Current Sinking Fund, Insurance Valuation Report and Contractors Agreement attached

Insurance Policies Section 119(1)(d)

The Owners Corporation has the current valid insurance policies in place.

Policy Number	HU0006082705
Insurance Company	CHU Underwriting Agencies Pty Ltd
Period of Insurance	4/30/2025 to 4/30/2026

Policy Type	Excess	Sum Insured
Building Catastrophe	0.00	$ $21,636,000
Building Catastrophe - Loss of Rent/Temp Accom	0.00	$ $1,081,800
Building Catastrophe - Removal of Contents/Evacuat	0.00	$ $1,081,800
Common Area Contents	0.00	$ $1,612,742
Damage (i.e. Building) Policy	5000.00	$ $144,240,000
Fidelity Guarantee Insurance	0.00	$ $250,000
Government Audit Costs	0.00	$ $25,000
Legal Defense Expenses	0.00	$ $50,000
Loss Of Rent/Temporary Accommodation	0.00	$ $21,636,000
Lot Owner's Fixtures and Improvements	0.00	$ $250,000
Machinery Breakdown Insurance	1000.00	$ $100,000
Office Bearers Liability Insurance	0.00	$ $5,000,000
Personal Accident/Voluntary Workers	0.00	$ 200,000
Property, Death and Injury (Public Liability)	0.00	$ $200,000
Workplace Health & Safety - Breaches	0.00	$ 100,000

Bank Accounts

Find the Owners Corporations bank account details below as no unopposed resolution exempting this requirement has been passed.

Account Name	BSB	Account Number	Type
The Owners of UP4124	182-266	2181-66213	Operating

Levy Contributions Section 119(1)(e)[i to iv]

The current financial year budgeted Levy Contributions for this unit are:

Period	Due Date	Cost Centre	Admin	Sinking
27/09/2025 to 26/12/2025	12/12/2025	Normal	$ 589.88	$ 311.22
27/12/2025 to 26/03/2026	06/02/2026	Normal	$ 589.88	$ 311.22
27/03/2026 to 26/06/2026	27/03/2026	Normal	$ 589.88	$ 311.22
27/06/2026 to 26/09/2026	TBA	Normal	$ TBA	$ TBA

Other Outstanding Debts

This unit has the following outstanding debts other than budgeted Levy Contributions:

No Other Outstanding Debts

Summary of Unit Debts

The below is a summary of the above listed debts this unit has to the Owners Corporation.

Levy Contributions:	$ 0.00 DR
Other Outstanding Debts:	$ 0.00 DR
Total Debt to Owners Corporation:	$ 0.00 DR

Fund Balances Section 119(1)[e & v]

The Owners Corporation fund balances as of 28/04/2026 are:

Admin:	$ 284,226.92 CR
Sinking:	$ 482,692.09 CR
Total:	$ 766,919.01 CR

Validity

This document was generated on 28/04/2026 and is valid for a period of 60 days unless new or varied contributions are approved within that period.

FIRST CHOICE STRATA
STRATA & FACILITIES

To Whom It May Concern,

We confirm the below for the Owners Corporation of IQ Apartments, Units Plan 4124:

The developer control period has expired;
The Owners Corporation has not borrowed money;
The Owners Corporation have installed sustainability infrastructure including photovoltaic panels on the roof and EV charging stations;
The Owners Corporation has not applied to the Planning and Land Authority for an extension of the crown lease;
The Owners Corporation is not subject to any ongoing Development Approval conditions.

A summary of current contracts for service contractors appointed by the Owners Corporation is enclosed.

Yours sincerely,

Strata Management Team
First Choice Strata & Facilities

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006082705
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	30/04/2025 to 30/04/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4124
Situation	51 MORT STREET BRADDON ACT 2612
Additional description	51 & 53 MORT STREET, 102 & 104 NORTHBOURNE AVENUE

Policies Selected

Policy 1 – Insured Property
Building: $144,240,000
Common Area Contents: $1,612,472
Loss of Rent & Temporary Accommodation (total payable): $21,636,000

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown
Sum Insured: $100,000

Policy 7 – Catastrophe Insurance
Sum Insured: $21,636,000
Extended Cover - Loss of Rent & Temporary Accommodation: $3,245,400
Escalation in Cost of Temporary Accommodation: $1,081,800
Cost of Removal, Storage and Evacuation: $1,081,800

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

ACP Endorsement
CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed 24/04/2025

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

Insurance Valuation Report

For

IQ Apartments

102-104 Northbourne Avenue & 51-53 Mort Street, Braddon ACT 2612

Scheme Number: 4124

COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 217570

24 February 2025

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...

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **102-104 Northbourne Avenue & 51-53 Mort Street, Braddon ACT 2612**.

1.2 Property Address

The property is situated at **102-104 Northbourne Avenue & 51-53 Mort Street, Braddon ACT 2612**.

1.3 Description of Building

The property is developed as two blocks of eight storey mixed use of residential and commercial building comprising total two hundred and forty-five lots. The property with commercial shops at a shared ground level of two buildings and with residential apartments at upper levels. All the units with allocated secure car parking spaces at two levels of basement and ground level. Part of roof with solar panels. Access to upper floor is by internal stairwell and passenger lifts. Common property includes outdoor terrace, pergola, amenities, access driveways, boundary walls & fences and site landscaping.
In accordance with the plans provided the date of registration is 2015.

1.4 Client

The Proprietors IQ Apartments.

1.5 Replacement Value

Recommended Insured Value: **$144,240,000 (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

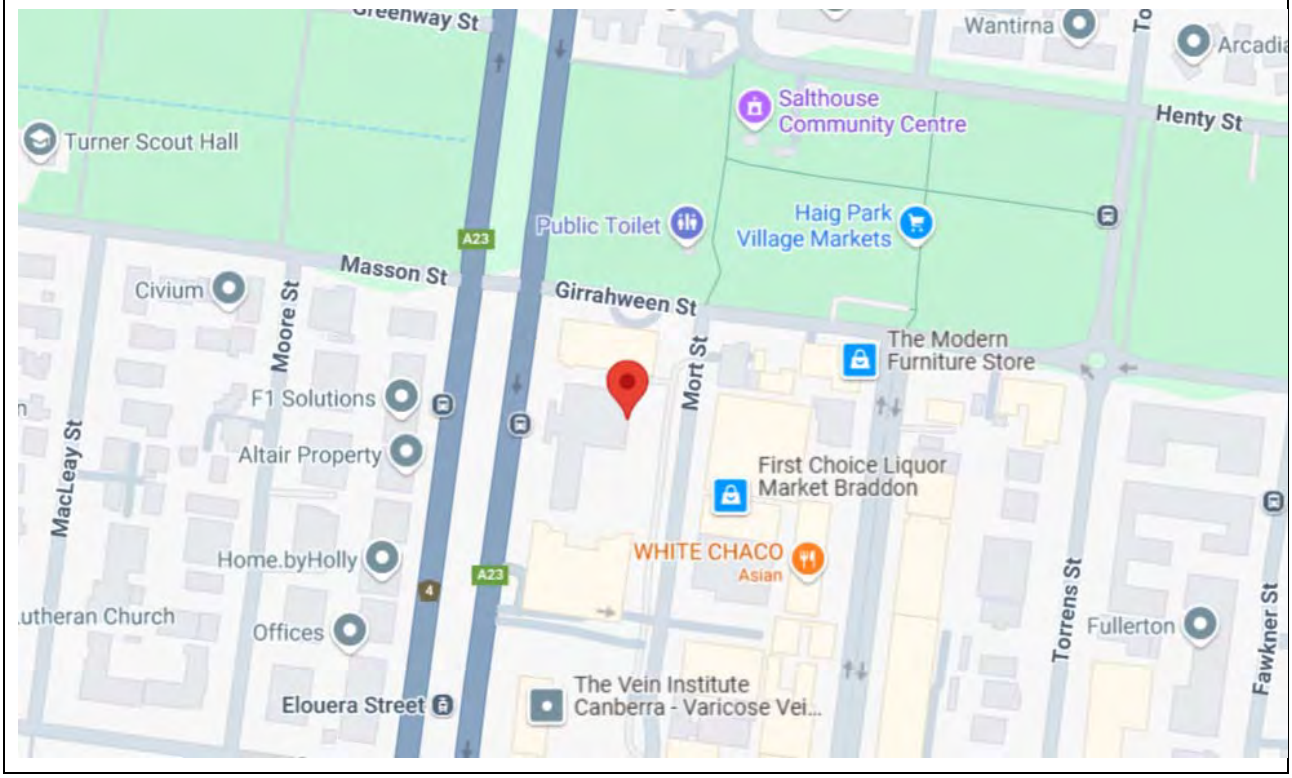
The calculated value of the building comprises of several elements:

- 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:		$110,435,000
Allowance for Cost Escalation:		
Design and Documentation:	6 Months	
Calling Tenders and Appraisals:	3 Months	
Construction Period and Fit-out:	24 Months	
Calculated at 5% over the period		$9,665,000
Progressive Subtotal:		$120,100,000
Professional Fees:		$12,010,000
Progressive Subtotal:		$132,110,000
Removal of Debris:		$5,525,000
Progressive Subtotal:		$137,635,000
Cost Escalation for Insurance Policy Lapse Period:		$6,605,000
Progressive Subtotal:		$144,240,000
Recommended Insured Value:		**$144,240,000 (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 structure of the building.

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: Concrete masonry.
EXTERNAL WALL FINISHES: Painted concrete, metal claddings and glazing.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed hip 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

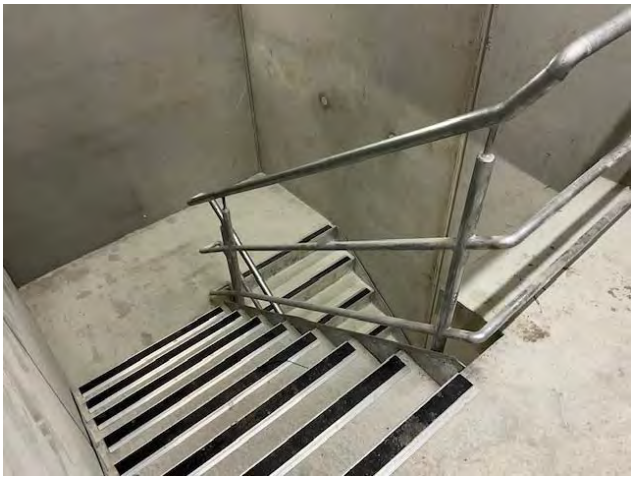
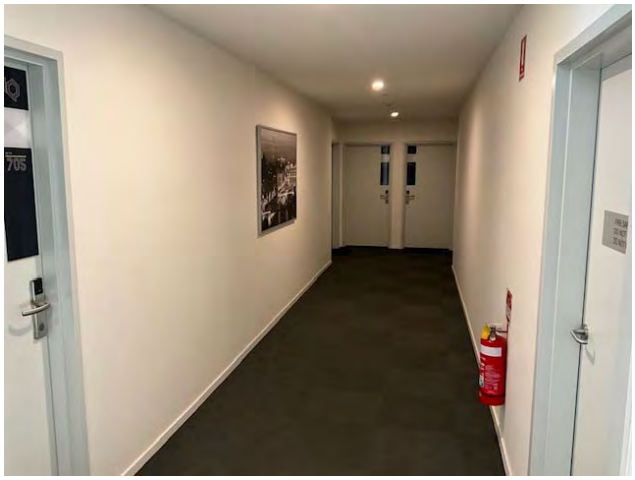
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible 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

360 DEGREE FIRE
C/O First choice strata
IQ Apartments - UP4124

360 DEGREE FIRE
ABN 221 664 447 93
PO Box 333
Queanbeyan NSW 2620
www.360degree.net.au

YEARLY CONDITION REPORT

Report number: 35836

Period covered: 1 Year preceeding 29th September 2025

Responsible entity: C/O First choice strata

Responsible entity's address:

Premises: 102-104 Northbourne Ave, Canberra City, ACT, 2600, Australia

Systems

The following systems were maintained during the period covered:

System type	Maintenance standard	Design standard	System status
Emergency Escape Lighting & Exit Signs (AS 2293-1995: Section 2)	AS 2293-1995: Section 2	AS2293.1, AS2293.2, AS2293.3	System defects: D-87573 Emergency luminaire or did not meet the in-servic… D-87572 Emergency luminaire or did not meet the in-servic… D-87571 Emergency luminaire or did not meet the in-servic… D-86691 Emergency luminaire or did not meet the in-servic… D-86392 Emergency luminaire did not meet the in-service d… D-73604 Emergency luminaire or did not meet the in-servic… D-73601 Emergency luminaire or did not meet the in-servic… D-73600 Emergency luminaire or did not meet the in-servic… D-59938 Emergency luminaire or did not meet the in-servic… D-59924 Emergency luminaire or did not meet the in-servic… Non-conformances: *OK* Open quotes: Q-2405 Fire defects found during routine maintenance - L… Q-4201 Defects found during PM2025/06 Servicing - Detect…

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System type	Maintenance standard	Design standard	System status
Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6)	AS1851:2012 Section 6	AS 1670.1	System defects: *OK* Non-conformances: *OK* Open quotes: Q-2480 Fire defects found during routine maintenance

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System type	Maintenance standard	Design standard	System status
Fire Extinguishers: Portable & Wheeled (AS 1851:2012 Section 10)	AS1851:2012 Section 10	NCC (BCA) Part E1, AS2444	System defects: D-86538 5-yearly pressure test overdue. D-72764 5-yearly pressure test overdue. D-72763 5-yearly pressure test overdue. D-72762 5-yearly pressure test overdue. D-72761 5-yearly pressure test overdue. D-72760 5-yearly pressure test overdue. D-72759 5-yearly pressure test overdue. D-72758 5-yearly pressure test overdue. D-72757 5-yearly pressure test overdue. D-72756 5-yearly pressure test overdue. D-72755 5-yearly pressure test overdue. D-72754 5-yearly pressure test overdue. D-72753 5-yearly pressure test overdue. D-72752 5-yearly pressure test overdue. D-72751 5-yearly pressure test overdue. D-72750 5-yearly pressure test overdue. D-72749 5-yearly pressure test overdue. D-72748 5-yearly pressure test overdue. D-72747 5-yearly pressure test overdue. D-72746 5-yearly pressure test overdue. D-72745 5-yearly pressure test overdue. D-72744 5-yearly pressure test overdue. D-72743 5-yearly pressure test overdue. D-72742 5-yearly pressure test overdue. D-72741 5-yearly pressure test overdue. D-72740 5-yearly pressure test overdue. D-72739 5-yearly pressure test overdue. D-72738 5-yearly pressure test overdue. D-72737 5-yearly pressure test overdue. D-72736 5-yearly pressure test overdue. D-72735 5-yearly pressure test overdue. D-72734 5-yearly pressure test overdue. D-72733 5-yearly pressure test overdue. D-72732 5-yearly pressure test overdue. D-72731 5-yearly pressure test overdue. D-72730 5-yearly pressure test overdue. D-72729 5-yearly pressure test overdue. D-72728 5-yearly pressure test overdue. D-72727 5-yearly pressure test overdue. D-72726 5-yearly pressure test overdue. D-72725 5-yearly pressure test overdue. D-72724 5-yearly pressure test overdue. D-72723 5-yearly pressure test overdue.

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System type	Maintenance standard	Design standard	System status
			D-72722 5-yearly pressure test overdue. D-72721 5-yearly pressure test overdue. Non-conformances: *OK* Open quotes: Q-4184 Fire defects found during PM2025/06 Portable Equi…
Fire Hose Reels (AS 1851:2012 Section 9)	AS1851:2012 Section 9	NCC (BCA) Part E1, AS 2441	System defects: *OK* Non-conformances: *OK* Open quotes: *None*
Fire Hydrant: Systems (AS 1851:2012 Section 4)	AS1851:2012 Section 4	NCC (BCA) E1.3, AS2419.1	System defects: *OK* Non-conformances: D-59677 5 Yearly Service Overdue. Open quotes: Q-0621 Fire Defects found during routine maintenance
Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2)	AS1851:2012 Section 2	NCC (BCA) Clause E1.5, AS 2118	System defects: D-88665 The Bell/Gong required re-securing to the wall. I… D-87967 5 yearly overhaul due on all systems. D-87965 Outer plate missing D-59224 Sprinkler is hard up against bin-Shute Non-conformances: D-87502 Systems pop up indicator didn't work. Open quotes: Q-0683 Fire Defects found during routine maintenance Q-3972 Fire defects found during routine maintenance Q-4317 Defects found during PM2025/06 Servicing - Detect…

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System type	Maintenance standard	Design standard	System status
Hinged and Pivoted Doorsets: Common (AS 1851:2012 Section 12)	AS1851:2012 Section 12	NCC (BCA) Clause 3.4	System defects: D-86714 The door is hitting the frame and is not self-lat… D-86711 Door leaf - door frame gap not in accordance with… D-73933 The door is hitting the frame due to the top hing… D-73921 Door leaf - door frame gap not in accordance with… D-59477 Door leaf - door frame gap not in accordance with… D-59476 Door leaf - door frame gap not in accordance with… Non-conformances: *OK* Open quotes: Q-3556 Fire defects found during routine maintenance Q-4251 Defects found during PM2025/06 Servicing - Fire d…

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System type	Maintenance standard	Design standard	System status
Service Penetrations, Control Joints (AS 1851:2012 Section 12)	AS1851:2012 Section 12	NCC (BCA) Clause 3.4	System defects: D-86439 2.2c -Penetration has been identified as unprotec… D-86413 2.2c -Penetration has been identified as unprotec… D-86412 2.2c -Penetration has been identified as unprotec… D-86406 2.2c -Penetration has been identified as unprotec… D-86405 2.2c -Penetration has been identified as unprotec… D-86403 2.2c -Penetration has been identified as unprotec… D-86401 2.2c -Penetration has been identified as unprotec… D-86400 2.2c -Penetration has been identified as unprotec… D-86399 2.2c -Penetration has been identified as unprotec… D-86397 2.2c -Penetration has been identified as unprotec… D-86396 2.2c -Penetration has been identified as unprotec… D-86394 2.2c -Penetration has been identified as unprotec… D-86389 2.2c -Penetration has been identified as unprotec… D-86387 2.2c -Penetration has been identified as unprotec… D-86386 2.2c -Penetration has been identified as unprotec… D-86385 2.2c -Penetration has been identified as unprotec… D-86382 2.2c -Penetration has been identified as unprotec… D-86381 2.2c -Penetration has been identified as unprotec… D-86380 2.2c -Penetration has been identified as unprotec… D-86379 2.2c -Penetration has been identified as unprotec… D-86378 2.2c -Penetrations has been idendified as unprote… D-86377 2.2c -Penetration has been identified as

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System type	Maintenance standard	Design standard	System status
			unprotec…
			D-86376 2.2c -Penetration has been identified as unprotec…
			D-86375 2.2c -Penetration has been identified as unprotec…
			D-86374 2.2c -Penetration has been identified as unprotec…
			D-86373 2.2c -Penetration has been identified as unprotec…
			D-86372 2.2c -Penetration has been identified as unprotec…
			D-86371 2.2c -Penetration has been identified as unprotec…
			D-86370 2.2c -Penetration has been identified as unprotec…
			D-86369 2.2c -Penetration has been identified as unprotec…
			D-86368 2.2c -Penetration has been idendified as unprotec…
			D-86367 2.2c -Penetrations has been idendified as unprote…
			D-86366 2.2c -Penetration has been identified as unprotec…
			D-86365 2.2c -Penetration has been identified as unprotec…
			D-86364 2.2c -Penetration has been identified as unprotec…
			D-86363 2.2c -Penetration has been identified as unprotec…
			D-86362 2.2c -Penetration has been identified as unprotec…
			D-86361 2.2c -Penetration has been identified as unprotec…
			D-86360 2.2c -Penetration has been identified as unprotec…
			D-86359 2.2c -Penetrations has been idendified as unprote…
			D-86358 2.2c -Penetrations has been idendified as unprote…
			D-86357 2.2c -Penetration has been identified as unprotec…
			D-86356 2.2c -Penetration has been identified as unprotec…
			D-86355 2.2c -Penetration has been identified as

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System type	Maintenance standard	Design standard	System status
			unprotec…
			D-86354 2.2c -Penetration has been identified as unprotec…
			D-86353 2.2c -Penetration has been identified as unprotec…
			D-86352 2.2c -Penetration has been identified as unprotec…
			D-86351 2.2c -Penetration has been identified as unprotec…
			D-86350 2.2c -Penetration has been identified as unprotec…
			D-86349 2.2c -Penetration has been identified as unprotec…
			D-86348 2.2c -Penetration has been identified as unprotec…
			D-86347 2.2c -Penetration has been identified as unprotec…
			D-86345 2.2c -Penetration has been identified as unprotec…
			D-86344 2.2c -Penetration has been identified as unprotec…
			D-86343 2.2c -Penetrations has been idendified as unprote…
			D-86342 2.2c -Penetration has been identified as unprotec…
			D-86339 2.2c -Penetration has been identified as unprotec…
			D-86338 2.2c -Penetration has been identified as unprotec…
			D-86337 2.2c -Penetration has been identified as unprotec…
			D-86336 2.2c -Penetration has been identified as unprotec…
			D-86334 2.2c -Penetrations has been idendified as unprote…
			D-86333 2.2c -Penetration has been identified as unprotec…
			D-86332 2.2c -Penetration has been identified as unprotec…
			D-86331 2.2c -Penetration has been identified as unprotec…
			D-86330 2.2c -Penetration has been identified as unprotec…
			D-86329 2.2c -Penetration has been identified as

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System type	Maintenance standard	Design standard	System status
			unprotec… D-86238 2.2c -Penetrations has been idendified as unprote… D-86208 2.2c -Penetrations has been idendified as unprote… D-86181 2.2c -Penetrations has been idendified as unprote… D-86178 2.2c -Penetrations has been idendified as unprote… D-86170 2.2c -Penetrations has been idendified as unprote… D-86026 2.2c -Penetrations has been idendified as unprote… D-85935 2.2c -Penetrations has been idendified as unprote… D-85933 2.2c -Penetrations has been idendified as unprote… Non-conformances: *OK* Open quotes: *None*
Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6)	AS1851:2012 Section 6	NCC (BCA) Clause 2.2a, AS1670.4	System defects: *OK* Non-conformances: *OK* Open quotes: *None*

Records of service

Description	Service record numbers	Date of service
Oct 2024 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	11423, 11422	16th Oct 2024
Nov 2024 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	13932	13th Nov 2024
Dec 2024 routine servicing (110 items): Fire Extinguishers: Portable & Wheeled (AS 1851:2012 Section 10): Six-monthly (47), Fire Hose Reels (AS 1851:2012 Section 9): Six-monthly (18), Fire Hydrant: Systems (AS 1851:2012 Section 4): Six-monthly (Valve Inspection) (45)	15648	5th Dec 2024

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C/O First choice strata
IQ Apartments - UP4124

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Description	Service record numbers	Date of service
Dec 2024 routine servicing (11 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Six-monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Six-monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1), Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Mont	19413	11th Dec 2024
Dec 2024 routine servicing (511 items): Emergency Escape Lighting & Exit Signs (AS 2293-1995: Section 2): Six-monthly (511)	19236	13th Dec 2024
Dec 2024 routine servicing (54 items): Hinged and Pivoted Doorsets: Common (AS 1851:2012 Section 12): Six-monthly (54)	24978	19th Dec 2024
Jan 2025 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	18332	9th Jan 2025
Feb 2025 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	20582	18th Feb 2025
Mar 2025 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	21692	6th Mar 2025
Apr 2025 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	23773	7th Apr 2025
May 2025 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	26669	2nd May 2025
Jun 2025 routine servicing (11 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Six-monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Six-monthly (3), Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Mont	29028	6th Jun 2025
Jun 2025 routine servicing (65 items): Fire Extinguishers: Portable & Wheeled (AS 1851:2012 Section 10): Annual (47), Fire Hose Reels (AS 1851:2012 Section 9): Annual (18)	27842	12th Jun 2025

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Description	Service record numbers	Date of service
Jul 2024 routine servicing (0 items): Service Penetrations, Control Joints (AS 1851:2012 Section 12): Annual (0)	27782	13th Jun 2025
Jun 2025 routine servicing (54 items): Hinged and Pivoted Doorsets: Common (AS 1851:2012 Section 12): Annual (54)	28210	20th Jun 2025
Jun 2025 routine servicing (6 items): Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Six-monthly (3), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3)	28853	30th Jun 2025
Jun 2025 routine servicing (4 items): Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Six-monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	28954	1st Jul 2025
Jun 2025 routine servicing (3 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Annual (2), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Annual (1)	29027	1st Jul 2025
Jun 2025 routine servicing (511 items): Emergency Escape Lighting & Exit Signs (AS 2293-1995: Section 2): Annual (511)	28962	1st Jul 2025
Jun 2025 routine servicing (45 items): Fire Hydrant: Systems (AS 1851:2012 Section 4): Annual (Valves Inspection) (45)	29474	8th Jul 2025
Jun 2025 routine servicing (3 items): Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Annual (3)	29462	10th Jul 2025
Jul 2025 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	30102	18th Jul 2025
Aug 2025 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	32544	14th Aug 2025
Sep 2025 routine servicing (6 items): Fire Detection: Fire Indicator Panel - FIP (AS 1851:2012 Section 6): Monthly (2), Fire Sprinkler System: General Wet Pipe (AS 1851:2012 Section 2): Monthly (3), Sound & Intercom For Emergency Purposes (AS 1851:2012 Section 6): Monthly (1)	33823	9th Sep 2025

Statement

I confirm that the system(s) referred to above has been regularly inspected, tested, maintained and surveyed, where applicable, to the appropriate section of AS 1851 as per attached system activity reports for the period above. With the exception of items detailed below in 'system defects', the system has been found to be functioning correctly and is generally in accordance with the approved design.

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Authorisation

Name: Nara Shelley

Service provider: 360 Degree Fire

Address: PO Box 333, Queanbeyan NSW 2620

Date: 29th September 2025

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This Sinking Fund Budget has been compiled by Rider Levett Bucknall ACT Pty Ltd in accordance with the methodology detailed. Should you have any queries relating to this report, please contact the undersigned. Telephone (02) 6281 5446.

Prepared by : Winnie Warnes

Signed : …… Date: 5-Aug-25

Fiona Doherty
Director
for RIDER LEVETT BUCKNALL

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PREAMBLE NOTES

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1.0 INTRODUCTION

We have been instructed by The Owners Corporation - Units Plan 4124 to review the initial Sinking Fund prepared in 2016 for a period a futher 10 years.

The purpose of this Report is to provide an independent analysis of the Sinking Fund Plan **(SFP)** requirements of the Body Corporate as required by Division 5.2 of the Unit Titles (Management) ACT 2011 ('**the Act**').

A well considered and funded sinking fund plan will ensure that the complex is maintained at a high standard and enhance the value of the investment in owners' units, as well as adding to the enjoyment of living there.

This Report identifies and evaluates the funding requirements for items requiring capital expenditure as confirmed by reference to operation and maintenance manuals, drawings, site investigation and project estimates and by making an assessment of the life expectancy of common plant, equipment and building elements.

2.0 BRIEF PROPERTY DESCRIPTION

The Property is primarly a residential complex in the Canberra suburb of Braddon and generally comprises 230 residential apartment units in two 7-storey tower buildings sitting over a ground floor level comprising retail / commercial premises and with two basement levels. Carparking spaces and apartment storage enclosures are located on the ground floor and throughout the two basement levels. A landscaped podium is located between the two residential towers at level 1. Access roads and carparks are located at ground floor level including landscaping.

The building contains medium quality finishes, minimal air-conditioning services to common areas, security system, video monitoring, garbage disposal chutes and disposal system and eight passenger lifts. The building facade is predominantly a solid wall system with textured paint finishes, prefinished panels, double glazed windows and glazed balcony balustrades to the top four levels. PV panels are located on the roof. EV charging stations are located in basement levels.

3.0 COMMON PROPERTY

Common property generally consists of basement carparking areas, plantrooms, garbage rooms including chutes and equipment, main entry foyers, lift lobbies and general access corridors to residential levels, common services plant and equipment and reticulation serving the aforementioned areas and apartments (but not plant within apartments), passenger lifts, secure access gates and shutters to the basement and ground floor, building facade, external landscaping, roads/carparks, pedestrian paving, etc.

With regular maintenance the following items should not require replacement within the life of the building and have therefore been excluded from this Sinking Fund Plan :

General structural elements, floor slabs, walls, etc
Water and fire mains and reticulation
Sewer and stormwater drainage and plumbing
Electrical mains and reticulation
Gas mains and reticulation
Telephone services
Pay TV services

4.0 PROPERTY LOCATION

The property has four separate address at 51-53 Mort Street & 102-104 Northbourne Avenue, Braddon, 2612

5.0 BODY CORPORATE DETAILS

The Owners Corporation - Units Plan 4124

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6.0 METHODOLOGY

6.1 Effective Life

This review of the SFP is inclusive of a forecast period of **10 years, commencing Jul 2025**. Items that have an effective life beyond this period have been taken into consideration and are included in the calculation of contribution collections.

Items that have been specifically excluded from the SFP are listed within Section *'9.3 Items Specifically Excluded'*.

Life expectancies used are based on ATO guidelines, manufacturer's advice, 'coal face' face advice from users, and our opinion (RLB database), establishing a reasonable budget allowance for each year covered herein.

The effective life for each item identified is based on the above and does not take into consideration any exceptional wear and tear, damage, potential change of use of the property or obsolescence for whatever reason.

The specific geographical location of the site has been considered when deciding on life expectancies as this could have a significant affect on the effective lives of exposed items. The locality of this property is considered to have no abnormal or extraneous affect on effective lives of exposed items.

6.2 Notes on the Sinking Fund Report

See Section *'7.0 SINKING FUND EXPLANATORY NOTES'* for all notes regarding other Sections and Schedules within this Sinking Fund Plan.

6.3 Upgrading and Repair

The values used within this Sinking Fund Plan allow for refurbishment or replacement of existing items only and do not take into account any allowance for future upgrading, unless stated otherwise.

No allowance has been included for the following:

- Upgrading technology where services plant is rendered economically and technically obsolete
- Repair of actual or potential structural defects
- Repair of latent or patent defects
- Repairs as a result of malicious damage or damage caused by pests, rodents, termites
- Other repairs as a result of unforeseeable events and insurance work.

6.4 Legislation

In accordance with **Clause 85 of the Unit Titles (Management) ACT 2011** the Sinking Fund Plan must be reviewed no later than 4 years after the first approval by the owners corporation and no later than the end of each five year period after the first.

No allowance has been included in this SFP for changes in legislation, building codes, etc (unless stated otherwise).

6.5 Allowances

See Section *'8.0 ALLOWANCES'* for all allowances that have been made within this Sinking Fund Plan.

6.6 Maintenance, Warranties / Guarantees

Note that most warranties or guarantees are a short-term consolation only and therefore designed to lapse prior to the expiry date of the effective life of the item. Furthermore, it is often the case that firms underwriting these warranties or guarantees have ceased to exist prior to the expiry of the nominated period. Warranties should be treated as a bonus and a prudent approach should be adopted. Such items are included as per their effective life in this Sinking Fund Plan.

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7.0 SINKING FUND EXPLANATORY NOTES

7.1 Summary of Sinking Fund Plan

This Schedule summarises the annual **Expenditure** and **Contributions** and demonstrates the overall Sinking Fund Plan balance per annum. Refer to the Schedule *'6.0 ANALYSIS OF OFFSETS AGAINST REQUIRED CONTRIBUTIONS'* for the treatment of all offsets.

The SFP balance assumes that expenditure required for any asset listed in the Schedule are paid from the Sinking Fund and not any other fund such as Administration or Special Levy Funds. This includes asset groups that may require gradual or periodical replacement of an individual asset within that group due to failure of that asset within the anticipated life expectancy of that group of assets.

7.2 Graph of Expenditure vs Contributions

This chart graphically demonstrates the comparison of **Expenditure** which is due against the **Contributions** that are required to meet the Expenditure.

7.3 Analysis of Expenditure

This Schedule demonstrates the **Expenditure** that will be incurred annually. Expenditure is deemed to be incurred when the 'Remaining Life' of an item has expired. Once the 'Remaining Life' has expired the Expenditure is deemed to be incurred when the 'Effective Life' expires. This cyclic phenomenon then continues for the full life cycle of the property.

7.4 Analysis of Contributions

This Schedule demonstrates the **Contributions** required per annum to cover anticipated expenditure. The method of determining these values is based upon allowing for contributions towards replacement/refurbishment for each item over its 'Effective Life' and/or 'Remaining Life'. This method ensures that short-falls in contributions are greatly reduced and reduces the chances of 'Special Contributions' being required towards Sinking Fund items contained within this Report.

7.5 Analysis of Investment on Funds

This Analysis demonstrates the effect of **i**nvesting the fund balance in an investment account. In addition this analysis considers taxation that may be applicable to the invested funds.

7.6 Analysis of Offsets Against Required Contributions

This Schedule demonstrates the **Offsets** that may be made against the annual required Contributions. The Offsets that have been considered are the Balance from Previous Fund and the net Interest (after tax) made on the fund balance for future years. Ultimately this demonstrates the Balance that will need to be collected from owners.

7.7 Analysis of Contributions Collection

This Schedule demonstrates how the annual required **Contributions** are to be collected from unit owners. This is determined by the 'Unit Entitlement' of each individual unit (obtained from the 'Schedule of Unit Entitlements' - provided by the Body Corporate).

7.8 Analysis of Contributions Collection Including Offsets

This Schedule is the same as the above however it includes all **Offsets** that may be made against the annual required Contributions.

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8.0 ALLOWANCES

8.1 Inflation

Future replacement costs have been calculated by assessing the current replacement cost for each item. To this amount we have applied a standard level of inflation over the forecast period as follows :

Inflation = 2.7% per annum

8.2 Sundry Items

A contingency allowance has been made in order to cover sundry and minor items not specifically mentioned within the Sinking Fund Plan. We have applied an allowance to the total of Annual Contributions for the Sinking Fund Plan as follows :

Sundry = 4% of total annual contribution

8.3 Balance of Previous Sinking Fund Plan

The balance of any previous Sinking Fund Plan has NOT been included in the calculations of contributions.

8.4 Interest on Investment Account

An allowance has been made for estimated interest receivable on the Sinking Fund Contributions Account as follows :

Interest Percentage: 2.5%

8.5 Tax on Investment Account

An allowance has been made for tax on interest earned from an investment account as follows :

Tax Rate: 30%

8.6 Current Replacement Cost

The current replacement cost is the cost of replacement as at the indicated date below.

Current as at January 2016

8.7 Goods and Services Tax (GST)

No allowance has been made for a Goods and Services Tax (GST). We advise the Body Corporate should calculate the effect on payments for capital items and input tax credits if available.

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9.0 NOTES, INCLUSIONS AND EXCLUSIONS

9.1 Notes

This Sinking Fund Plan is based on the following information:

- Plans, elevations, sections and other details provided by the Body Corporate
- Operation and Maintenance manuals provided by the Body Corporate
- Schedule of Unit Entitlements provided by the Body Corporate
- Other correspondence with the Body Corporate regarding specific inclusions and exclusions

9.2 Items Specifically Included

See the attached Sinking Fund Plan schedules for all items that are included.

9.3 Items Specifically Excluded

. All costs associated with regular administration, repairs and maintenance that is required to maintain assets in reasonably good condition until it is no longer economic to maintain them (annual maintenance & administrative budgets)

. Assets within Apartments (individual unit owner's responsibility):
- all plant and equipment including air-conditioning systems
- all finishes, fixtures and fitments
- failed waterproofing to bathrooms, etc (including to balconies)
- door closers (except to unit entry)
- equipment specific to the requirements of the unit
- storage pens (located in basements)

. Electrical Machinery and Equipment:
- transformers and sub-stations
- cabling and wiring
- energy efficient lighting installations
- power factor correction equipment
- additional CCTV cameras

. Air-Conditioning and Ventilation Systems:
- replacement of ductwork

. Fire Control and Alarm Systems:
- fire water reticulation (allowance for minor replacement included)
- detection electrical reticulation

. Floor and Wall Finishes:
- hard wearing surfaces such as tiled floor finishes, lift lobby fronts, etc
- carpet cleaning

. Garbage Removal System:
- chute replacement (allowance included for replacement of doors/hardware)

Cont'd ....

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. Hot and Cold Water Services:
- piping for reticulation
- insulation

. Gas Installations

. Telephone Installations

. General Artwork:
- painting, prints, sculptures, etc

. Fire Stairs:
- painting walls or soffits (currently unpainted)
- stair tread nosings

. Other:
- capital works (eg potential building improvements)
- specialist consultants
- general facade cleaning
- items noted in clause 6.3

10.0 MEETINGS AND CORRESPONDENCE

Discussions and correspondence were had with representatives of the Owners Corporation - Units Plan 4124.

11.0 STATEMENT OF GENERAL LIMITING CONDITIONS

This Sinking Fund Plan is an indicative of what unit owners can expect to contribute towards the Sinking Fund budget for this development.

No portion of this Report may be copied or disseminated to third parties by any means.

We have used and relied upon information supplied as being regarded as authoritative and reliable and have accepted verbal information and written reports given to us. Where possible, we have verified this information.

No part of the contents of this document may be reproduced or transmitted in any form, or by any means, by parties other than the owners corporation or its executive committee and those employed or engaged by The Owners Corporation - Units Plan 4124, and only in connection with the purpose for which this document has been provided by Rider Levett Bucknall, without the written permission of Rider Levett Bucknall.

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SINKING FUND PLAN BUDGET

1.0 SUMMARY OF SINKING FUND PLAN

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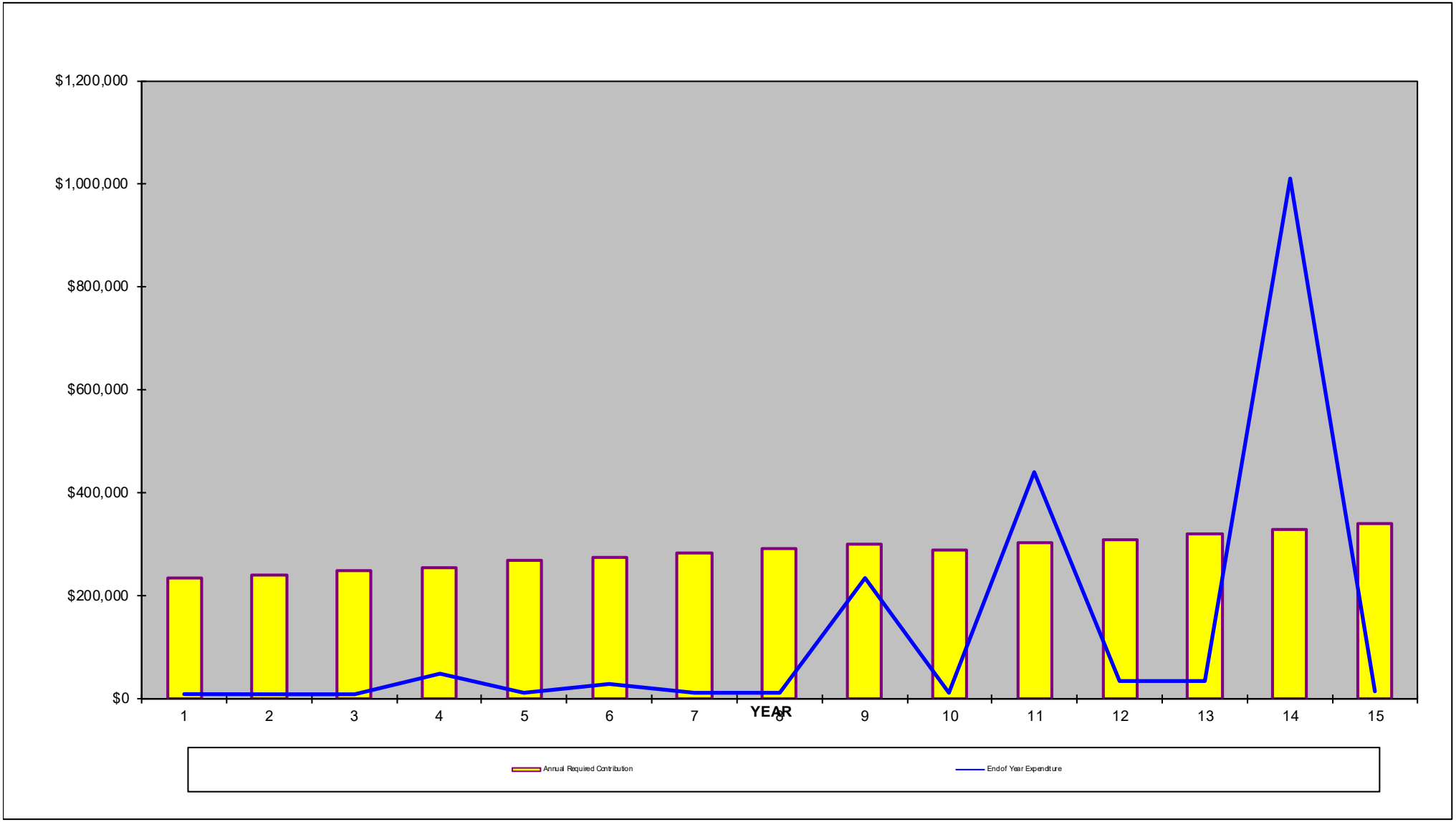
YEAR	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
Fund Balance Brought Forward	1,161,717	1,408,118	1,681,760	1,962,791	2,028,354	2,306,764	2,167,293	2,442,631	2,728,266	2,047,020	2,375,335	2,712,514	3,058,797	3,414,429	3,188,324
Annual Required Contribution * (refer 4.0 Analysis of Contributions)	275,556	284,588	292,272	300,163	290,186	301,953	310,042	320,519	329,876	341,447	350,666	360,134	369,858	379,844	389,286
SUB-TOTAL $	**1,437,273**	**1,692,706**	**1,974,032**	**2,262,954**	**2,318,540**	**2,608,717**	**2,477,334**	**2,763,151**	**3,058,141**	**2,388,468**	**2,726,001**	**3,072,648**	**3,428,655**	**3,794,273**	**3,577,610**
LESS End of Year Expenditure (refer 3.0 Analysis of Expenditure)	(29,155)	(10,946)	(11,241)	(234,599)	(11,776)	(441,424)	(34,703)	(34,885)	(1,011,121)	(13,133)	(13,487)	(13,851)	(14,225)	(605,949)	(41,807)
SINKING FUND BALANCE @ END OF YEAR $	**1,408,118**	**1,681,760**	**1,962,791**	**2,028,354**	**2,306,764**	**2,167,293**	**2,442,631**	**2,728,266**	**2,047,020**	**2,375,335**	**2,712,514**	**3,058,797**	**3,414,429**	**3,188,324**	**3,535,803**

* This amount does not include interest. Refer to Section 8.0 for Contributions including Offsets

2.0 GRAPH OF EXPENDITURE vs CONTRIBUTIONS

Commercial-in-Confidence



3.0 ANALYSIS OF EXPENDITURE

Commercial-in-Confidence

REF	DESCRIPTION	2016 REPLACEMENT COST $	YEARS TILL REPLACEMENT	LIFE EXPECTANCY	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
1	**BASEMENT CARPARK LEVELS B1 & B2 :**																		
2	Floor slab (major clean)	8,325	14	15	-	-	-	-	-	-	-	-	12,088	-	-	-	-	-	-
3	Carspace linemarking (re-mark)	4,525	14	15	-	-	-	-	-	-	-	-	6,571	-	-	-	-	-	-
4	Carspace identification (re-mark)	6,075	14	15	-	-	-	-	-	-	-	-	8,821	-	-	-	-	-	-
5	Disabled persons carspace (re-mark)	800	14	15	-	-	-	-	-	-	-	-	1,162	-	-	-	-	-	-
6	Walls - lift cores (repaint)	2,050	14	15	-	-	-	-	-	-	-	-	2,977	-	-	-	-	-	-
7	Doors and frames: stairs, plant (repaint)	2,160	14	15	-	-	-	-	-	-	-	-	3,136	-	-	-	-	-	-
8	Door closers + hardware + seals: stairs, plant (replace)	2,325	14	15	-	-	-	-	-	-	-	-	3,376	-	-	-	-	-	-
9	Doors: stairs, plant (replace)	3,000	19	20	-	-	-	-	-	-	-	-	-	-	-	-	-	4,977	-
10	Roller gates + motors (upgrade/replace)	12,800	9	10	-	-	-	16,268	-	-	-	-	-	-	-	-	-	21,235	-
11	Signage: all doors (replace)	600	14	15	-	-	-	-	-	-	-	-	871	-	-	-	-	-	-
12	Retaining walls - wet wall, excessive leaking problems (rectify)	3,000	14	15	-	-	-	-	-	-	-	-	4,356	-	-	-	-	-	-
13	Unit storage pens	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	**GROUND FLOOR (EXCL RETAIL/COMMERCIAL):**																		
15	Floor slab (clean)	1,825	14	15	-	-	-	-	-	-	-	-	2,650	-	-	-	-	-	-
16	Carspace linemarking (re-mark)	800	14	15	-	-	-	-	-	-	-	-	1,162	-	-	-	-	-	-
17	Carspace identification (re-mark)	375	14	15	-	-	-	-	-	-	-	-	545	-	-	-	-	-	-
18	Disabled persons carspace (re-mark)	125	14	15	-	-	-	-	-	-	-	-	182	-	-	-	-	-	-
19	Ceilings + walls: lift lobbies (repaint)	8,000	12	13	-	-	-	-	-	-	11,014	-	-	-	-	-	-	-	-
20	Doors and frames: stairs (repaint)	2,160	12	13	-	-	-	-	-	-	2,974	-	-	-	-	-	-	-	-
21	Ditto: retail/commercial (repaint)	1,800	12	13	-	-	-	-	-	-	2,478	-	-	-	-	-	-	-	-
22	Ditto: service cupboards, other (repaint)	4,320	12	13	-	-	-	-	-	-	5,947	-	-	-	-	-	-	-	-
23	Door closers + hardware + seals: stairs (replace)	2,325	14	15	-	-	-	-	-	-	-	-	3,376	-	-	-	-	-	-
24	Ditto: retail/commercial (replace)	1,950	19	20	-	-	-	-	-	-	-	-	-	-	-	-	-	3,235	-
25	Doors: stairs (replace)	3,000	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
26	Doors: retail/commercial (replace)	2,500	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27	Sliding glass doors: lift lobbies (upgrade/repair)	60,000	19	20	-	-	-	-	-	-	-	-	-	-	-	-	-	99,538	-
28	Roller grille + motor: carpark entry (upgrade/repair)	12,000	14	15	-	-	-	-	-	-	-	-	17,425	-	-	-	-	-	-
29	Roller grille (no motor): waste centre (replace)	2,100	14	15	-	-	-	-	-	-	-	-	3,049	-	-	-	-	-	-
30	Roller grille + motor: waste centre (replace)	2,850	14	15	-	-	-	-	-	-	-	-	4,138	-	-	-	-	-	-
31	Roller doors (no motor): waste transfer (replace)	17,000	14	15	-	-	-	-	-	-	-	-	24,685	-	-	-	-	-	-
32	Boom gates: external (replace)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
33	Signage: all doors (replace)	2,300	9	10	-	-	-	2,923	-	-	-	-	-	-	-	-	-	3,816	-
34	**TOWER RESIDENTIAL LEVELS G to 7 :**																		
35	Carpet: lobbies, corridors (replace)	120,450	11	12	-	-	-	-	-	161,466	-	-	-	-	-	-	-	-	-
36	Ceilings + walls: lobbies, corridors (repaint)	123,500	11	12	-	-	-	-	-	165,555	-	-	-	-	-	-	-	-	-
37	Doors and frames: stairs (repaint)	5,050	11	12	-	-	-	-	-	6,770	-	-	-	-	-	-	-	-	-
38	Ditto: garbage rooms (repaint)	5,050	11	12	-	-	-	-	-	6,770	-	-	-	-	-	-	-	-	-
39	Ditto: apartment entries (repaint)	41,400	11	12	-	-	-	-	-	55,498	-	-	-	-	-	-	-	-	-
40	Ditto: services cupboards (repaint)	15,120	11	12	-	-	-	-	-	20,269	-	-	-	-	-	-	-	-	-
41	Door closers + hardware + seals: stairs (replace)	5,450	14	15	-	-	-	-	-	-	-	-	7,914	-	-	-	-	-	-
42	Ditto: garbage rooms (no seals) (replace)	4,900	14	15	-	-	-	-	-	-	-	-	7,115	-	-	-	-	-	-
43	Ditto: apartment entries (replace)	20,150	14	15	-	-	-	-	-	-	-	-	29,259	-	-	-	-	-	-
44	Ditto: apartment entries (replace batteries)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
45	Doors: stairs (replace)	7,000	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
46	Doors: garbage rooms (replace)	3,500	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
47	Doors: apartment entries (replace)	63,250	19	20	-	-	-	-	-	-	-	-	-	-	-	-	-	104,930	-
48	Balcony doors: apartments (replace rollers)	46,650	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
49	Signage: stairs, garbage, service cupboards (replace)	7,700	9	10	-	-	-	9,786	-	-	-	-	-	-	-	-	-	12,774	-
50	Garbage chute hardware + doors (replace)	6,250	14	15	-	-	-	-	-	-	-	-	9,075	-	-	-	-	-	-
51	Signage: apartment entries (replace)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52	Carpet: lobbies, corridors (cleaning)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53	Balconies: patching to apartment balcony waterproof system and pavers (repair)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

3.0 ANALYSIS OF EXPENDITURE

Commercial-in-Confidence

REF	DESCRIPTION	2016 REPLACEMENT COST $	YEARS TILL REPLACEMENT	LIFE EXPECTANCY	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
54	**EXTERNAL PODIUM / GARDENS / ETC :**																		
55	Pedestrian paving: Mort & Northbourne (repair/replace)	14,500	14	15	-	-	-	-	-	-	-	-	21,055	-	-	-	-	-	-
56	Entry driveway: Northbourne (repair/replace)	17,000	14	15	-	-	-	-	-	-	-	-	24,685	-	-	-	-	-	-
57	General access driveway waterproof membrane: north boundary (repair/replace)	15,750	6	7	18,480	-	-	-	-	-	-	22,269	-	-	-	-	-	-	26,834
58	Paving & waterproof membrane: level 1 podium (repair/replace)	28,100	14	15	-	-	-	-	-	-	-	-	40,803	-	-	-	-	-	-
59	Soft landscaping (replanting/rejuvenation)	10,000	9	10	-	-	-	12,710	-	-	-	-	-	-	-	-	-	16,590	-
60	Irrigation system: pipework, drippers, etc (replace)	5,000	14	15	-	-	-	-	-	-	-	-	7,260	-	-	-	-	-	-
61	Irrigation system: controllers & valves (replace)	10,000	14	15	-	-	-	-	-	-	-	-	14,521	-	-	-	-	-	-
62	**FACADES (TOWER & TOWNHOUSES) :**																		
63	Roofing (reseal flashings, gutters, etc)	15,000	14	15	-	-	-	-	-	-	-	-	21,781	-	-	-	-	-	-
64	Façade: textured finish (repaint)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65	Alucobond panels (reseal joints)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66	Façade: cleaning (dirt, grime, spider webs, etc)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
67	Windows: ditto	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
68	**FIRE STAIRS :**																		
69	Ceilings + walls (not currently painted)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70	Tread nosings: anti-slip (not currently installed)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
71	**PASSENGER LIFTS :**																		
72	General upgrade (code requirements, etc)	14,000	4	5	-	-	-	17,794	-	-	-	-	20,329	-	-	-	-	23,226	-
73	Major upgrade / modifications	1,200,000	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
74	Interior finish (upgrade/refurbish)	160,000	14	15	-	-	-	-	-	-	-	-	232,330	-	-	-	-	-	-
75	Doors (upgrade/replace)	20,000	14	15	-	-	-	-	-	-	-	-	29,041	-	-	-	-	-	-
76	**HYDRAULIC SERVICES ASSETS :**																		
77	Sewer sump pump installation & control panel (replace) **(note: currently not being used)**	-	14	15															
78	Stormwater sump pump installation & control panel (replace)	11,500	14	15	-	-	-	-	-	-	-	-	16,699	-	-	-	-	-	-
79	Rainwater re-use pressure pump system & controls (replace)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
80	Backwash filtration system for rainwater re-use system (replace)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
81	Hot water heater: janitors room (replace)	1,500	14	15	-	-	-	-	-	-	-	-	2,178	-	-	-	-	-	-
82	Hot water heaters: large storage tanks (replace)	15,000	14	15	-	-	-	-	-	-	-	-	21,781	-	-	-	-	-	-
83	Hot water heaters: instantaneous units (replace)	76,500	14	15	-	-	-	-	-	-	-	-	111,083	-	-	-	-	-	-
84	Hot water return pumps	3,500	14	15	-	-	-	-	-	-	-	-	5,082	-	-	-	-	-	-
85	Fire booster pump assembly (replace)	1,000	14	15	-	-	-	-	-	-	-	-	1,452	-	-	-	-	-	-
86	**FIRE SERVICES ASSETS :**																		
87	Hose reels (hoses only, replace)	10,400	14	15	-	-	-	-	-	-	-	-	15,101	-	-	-	-	-	-
88	Extinguishers (various types, replace)	9,700	11	12	-	-	-	-	-	13,003	-	-	-	-	-	-	-	-	-
89	Extinguishers (recharge)	4,400	4	5	-	-	-	5,592	-	-	-	-	6,389	-	-	-	-	7,299	-
90	Sprinkler heads + piping (minimal) (replace)	125,600	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
91	Smoke/thermal detectors (replace)	25,400	14	15	-	-	-	-	-	-	-	-	36,882	-	-	-	-	-	-
92	EWIS: speakers/horns (replace)	28,000	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
93	EWIS: FIP	20,000	14	15	-	-	-	-	-	-	-	-	29,041	-	-	-	-	-	-

3.0 ANALYSIS OF EXPENDITURE

Commercial-in-Confidence

REF	DESCRIPTION	2016 REPLACEMENT COST $	YEARS TILL REPLACEMENT	LIFE EXPECTANCY	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
94	**ELECTRICAL / COMMS / SECURITY SERVICES :**																		
95	**Replace the following light fittings:**																		
96	Basement + Ground Floor (tubes/ballasts only)	8,500	4	5	-	-	-	10,803	-	-	-	-	12,343	-	-	-	-	14,101	-
97	Basement + Ground Floor (complete fitting)	1,100	14	15	-	-	-	-	-	-	-	-	1,597	-	-	-	-	-	-
98	Basement + Ground Floor (illuminated exit signs)	13,500	14	15	-	-	-	-	-	-	-	-	19,603	-	-	-	-	-	-
99	Stairs (tubes/ballasts only)	3,800	4	5	-	-	-	4,830	-	-	-	-	5,518	-	-	-	-	6,304	-
100	Lobbies + Corridors (tubes/ballasts only)	700	4	5	-	-	-	890	-	-	-	-	1,016	-	-	-	-	1,161	-
101	Lobbies + Corridors (complete fitting)	10,500	14	15	-	-	-	-	-	-	-	-	15,247	-	-	-	-	-	-
102	Lobbies + Corridors (emergency fitting)	3,800	14	15	-	-	-	-	-	-	-	-	5,518	-	-	-	-	-	-
103	Lobbies + Corridors (illuminated exit signs)	16,100	14	15	-	-	-	-	-	-	-	-	23,378	-	-	-	-	-	-
104	External soffits (complete fitting)	22,400	9	10	-	-	-	28,470	-	-	-	-	-	-	-	-	-	37,161	-
105	Movement sensors	17,800	14	15	-	-	-	-	-	-	-	-	25,847	-	-	-	-	-	-
106	Switch/distribution boards (upgrade/replace)	196,000	24	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
107	CCTV: cameras (replace)	40,300	14	15	-	-	-	-	-	-	-	-	58,518	-	-	-	-	-	-
108	CCTV - monitors (replace)	500	4	5	-	-	-	635	-	-	-	-	726	-	-	-	-	829	-
109	CCTV - recorders, storage devices (replace)	3,000	4	5	-	-	-	3,813	-	-	-	-	4,356	-	-	-	-	4,977	-
110	Security - proximity card readers (replace)	1,650	9	10	-	-	-	2,097	-	-	-	-	-	-	-	-	-	2,737	-
111	Security - intercom stations: external (replace)	8,750	9	10	-	-	-	11,121	-	-	-	-	-	-	-	-	-	14,516	-
112	Security - intercom stations: apartments (replace)	70,000	9	10	-	-	-	88,968	-	-	-	-	-	-	-	-	-	116,128	-
113	**MECHANICAL SERVICES ASSETS :**																		
114	Basement + Ground Floor: circulating and exhaust fans (replace)	46,750	19	20	-	-	-	-	-	-	-	-	-	-	-	-	-	77,557	-
115	Plantrooms + Sundry: small fans (replace)	1,000	19	20	-	-	-	-	-	-	-	-	-	-	-	-	-	1,659	-
116	Co detectors: basement (replace)	5,000	9	10	-	-	-	6,355	-	-	-	-	-	-	-	-	-	8,295	-
117	MSSB	5,000	19	20	-	-	-	-	-	-	-	-	-	-	-	-	-	8,295	-
118	**SUNDRY :**																		
119	100kw Solar panels (installed 2020) (replace)	140,000	25	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
120	EV charging stations (installed 2020) (replace)	9,000	14	10	-	-	-	-	-	-	-	-	13,069	-	-	-	-	-	-
121	BBQ (replace)	5,000	14	15	-	-	-	-	-	-	-	-	7,260	-	-	-	-	-	-
	SUB-TOTAL $				**18,480**	**-**	**-**	**223,055**	**-**	**429,330**	**22,413**	**22,269**	**998,164**	**-**	**-**	**-**	**-**	**591,340**	**26,834**
	Contingency Allowance (4.0%)				10,675	10,946	11,241	11,545	11,776	12,094	12,290	12,616	12,957	13,133	13,487	13,851	14,225	14,609	14,973
	TOTAL $	**3,118,510**			**29,155**	**10,946**	**11,241**	**234,599**	**11,776**	**441,424**	**34,703**	**34,885**	**1,011,121**	**13,133**	**13,487**	**13,851**	**14,225**	**605,949**	**41,807**

4.0 ANALYSIS OF CONTRIBUTIONS

Commercial-in-Confidence

REF	DESCRIPTION	2016 REPLACEMENT COST $	YEARS TILL REPLACEMENT	LIFE EXPECTANCY	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
1	**BASEMENT CARPARK LEVELS B1 & B2 :**																		
2	Floor slab (major clean)	8,325	14	15	825	847	870	894	918	942	968	994	1,021	991	1,018	1,045	1,073	1,102	1,132
3	Carspace linemarking (re-mark)	4,525	14	15	448	460	473	486	499	512	526	540	555	539	553	568	583	599	615
4	Carspace identification (re-mark)	6,075	14	15	602	618	635	652	670	688	706	725	745	723	743	763	783	804	826
5	Disabled persons carspace (re-mark)	800	14	15	79	81	84	86	88	91	93	96	98	95	98	100	103	106	109
6	Walls - lift cores (repaint)	2,050	14	15	203	209	214	220	226	232	238	245	251	244	251	257	264	271	279
7	Doors and frames: stairs, plant (repaint)	2,160	14	15	214	220	226	232	238	245	251	258	265	257	264	271	278	286	294
8	Door closers + hardware + seals: stairs, plant (replace)	2,325	14	15	230	237	243	250	256	263	270	278	285	277	284	292	300	308	316
9	Doors: stairs, plant (replace)	3,000	19	20	233	239	246	252	259	266	273	281	288	296	304	312	321	329	325
10	Roller gates + motors (upgrade/replace)	12,800	9	10	1,852	1,902	1,953	2,006	1,878	1,929	1,981	2,034	2,089	2,146	2,204	2,263	2,324	2,387	2,451
11	Signage: all doors (replace)	600	14	15	59	61	63	64	66	68	70	72	74	71	73	75	77	79	82
12	Retaining walls - wet wall, excessive leaking problems (rectify)	3,000	14	15	297	305	314	322	331	340	349	358	368	357	367	377	387	397	408
13	Unit storage pens	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	**GROUND FLOOR (EXCL RETAIL/COMMERCIAL):**																		
15	Floor slab (clean)	1,825	14	15	181	186	191	196	201	207	212	218	224	217	223	229	235	242	248
16	Carspace linemarking (re-mark)	800	14	15	79	81	84	86	88	91	93	96	98	95	98	100	103	106	109
17	Carspace identification (re-mark)	375	14	15	37	38	39	40	41	42	44	45	46	45	46	47	48	50	51
18	Disabled persons carspace (re-mark)	125	14	15	12	13	13	13	14	14	15	15	15	15	15	16	16	17	17
19	Ceilings + walls: lift lobbies (repaint)	8,000	12	13	902	926	951	977	1,003	1,030	1,058	1,016	1,043	1,071	1,100	1,130	1,161	1,192	1,224
20	Doors and frames: stairs (repaint)	2,160	12	13	243	250	257	264	271	278	286	274	282	289	297	305	313	322	331
21	Ditto: retail/commercial (repaint)	1,800	12	13	203	208	214	220	226	232	238	229	235	241	248	254	261	268	275
22	Ditto: service cupboards, other (repaint)	4,320	12	13	487	500	514	528	542	556	571	549	563	579	594	610	627	644	661
23	Door closers + hardware + seals: stairs (replace)	2,325	14	15	230	237	243	250	256	263	270	278	285	277	284	292	300	308	316
24	Ditto: retail/commercial (replace)	1,950	19	20	151	156	160	164	168	173	178	182	187	192	198	203	208	214	211
25	Doors: stairs (replace)	3,000	24	25	196	201	207	212	218	224	230	236	242	249	256	263	270	277	284
26	Doors: retail/commercial (replace)	2,500	24	25	163	168	172	177	182	187	192	197	202	207	213	219	225	231	237
27	Sliding glass doors: lift lobbies (upgrade/repair)	60,000	19	20	4,660	4,785	4,915	5,047	5,183	5,323	5,467	5,615	5,766	5,922	6,082	6,246	6,415	6,588	6,506
28	Roller grille + motor: carpark entry (upgrade/repair)	12,000	14	15	1,189	1,221	1,254	1,288	1,323	1,358	1,395	1,433	1,471	1,428	1,467	1,506	1,547	1,589	1,632
29	Roller grille (no motor): waste centre (replace)	2,100	14	15	208	214	219	225	231	238	244	251	258	250	257	264	271	278	286
30	Roller grille + motor: waste centre (replace)	2,850	14	15	282	290	298	306	314	323	331	340	349	339	348	358	367	377	388
31	Roller doors (no motor): waste transfer (replace)	17,000	14	15	1,684	1,730	1,777	1,825	1,874	1,924	1,976	2,030	2,085	2,023	2,078	2,134	2,192	2,251	2,311
32	Boom gates: external (replace)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
33	Signage: all doors (replace)	2,300	9	10	333	342	351	360	337	347	356	366	375	386	396	407	418	429	440
34	**TOWER RESIDENTIAL LEVELS G to 7 :**																		
35	Carpet: lobbies, corridors (replace)	120,450	11	12	14,627	15,022	15,427	15,844	16,272	16,711	15,932	16,362	16,804	17,258	17,724	18,202	18,694	19,198	19,717
36	Ceilings + walls: lobbies, corridors (repaint)	123,500	11	12	14,997	15,402	15,818	16,245	16,684	17,134	16,336	16,777	17,230	17,695	18,173	18,663	19,167	19,685	20,216
37	Doors and frames: stairs (repaint)	5,050	11	12	613	630	647	664	682	701	668	686	705	724	743	763	784	805	827
38	Ditto: garbage rooms (repaint)	5,050	11	12	613	630	647	664	682	701	668	686	705	724	743	763	784	805	827
39	Ditto: apartment entries (repaint)	41,400	11	12	5,027	5,163	5,303	5,446	5,593	5,744	5,476	5,624	5,776	5,932	6,092	6,256	6,425	6,599	6,777
40	Ditto: services cupboards (repaint)	15,120	11	12	1,836	1,886	1,937	1,989	2,043	2,098	2,000	2,054	2,109	2,166	2,225	2,285	2,347	2,410	2,475
41	Door closers + hardware + seals: stairs (replace)	5,450	14	15	540	555	570	585	601	617	634	651	668	649	666	684	703	722	741
42	Ditto: garbage rooms (no seals) (replace)	4,900	14	15	486	499	512	526	540	555	570	585	601	583	599	615	632	649	666
43	Ditto: apartment entries (replace)	20,150	14	15	1,997	2,050	2,106	2,163	2,221	2,281	2,343	2,406	2,471	2,398	2,463	2,529	2,598	2,668	2,740
44	Ditto: apartment entries (replace batteries)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
45	Doors: stairs (replace)	7,000	24	25	457	469	482	495	509	522	536	551	566	581	597	613	629	646	664
46	Doors: garbage rooms (replace)	3,500	24	25	229	235	241	248	254	261	268	275	283	290	298	306	315	323	332
47	Doors: apartment entries (replace)	63,250	19	20	4,912	5,045	5,181	5,321	5,464	5,612	5,763	5,919	6,079	6,243	6,411	6,585	6,762	6,945	6,859
48	Balcony doors: apartments (replace rollers)	46,650	24	25	3,046	3,128	3,213	3,300	3,389	3,480	3,574	3,671	3,770	3,872	3,976	4,084	4,194	4,307	4,423
49	Signage: stairs, garbage, service cupboards (replace)	7,700	9	10	1,114	1,144	1,175	1,207	1,130	1,160	1,192	1,224	1,257	1,291	1,326	1,361	1,398	1,436	1,475
50	Garbage chute hardware + doors (replace)	6,250	14	15	619	636	653	671	689	708	727	746	766	744	764	785	806	827	850
51	Signage: apartment entries (replace)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52	Carpet: lobbies, corridors (cleaning)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53	Balconies: patching to apartment balcony waterproof system and pavers (repair)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

4.0 ANALYSIS OF CONTRIBUTIONS

Commercial-in-Confidence

REF	DESCRIPTION	2016 REPLACEMENT COST $	YEARS TILL REPLACEMENT	LIFE EXPECTANCY	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
54	**EXTERNAL PODIUM / GARDENS / ETC :**																		
55	Pedestrian paving: Mort & Northbourne (repair/replace)	14,500	14	15	1,437	1,476	1,515	1,556	1,598	1,641	1,686	1,731	1,778	1,726	1,772	1,820	1,869	1,920	1,972
56	Entry driveway: Northbourne (repair/replace)	17,000	14	15	1,684	1,730	1,777	1,825	1,874	1,924	1,976	2,030	2,085	2,023	2,078	2,134	2,192	2,251	2,311
57	General access driveway waterproof membrane: north boundary (repair/replace)	15,750	6	7	3,289	2,933	3,012	3,093	3,177	3,263	3,351	3,441	3,534	3,629	3,727	3,828	3,931	4,038	4,147
58	Paving & waterproof membrane: level 1 podium (repair/replace)	28,100	14	15	2,784	2,859	2,937	3,016	3,097	3,181	3,267	3,355	3,446	3,344	3,434	3,527	3,622	3,720	3,821
59	Soft landscaping (replanting/rejuvenation)	10,000	9	10	1,447	1,486	1,526	1,567	1,467	1,507	1,548	1,589	1,632	1,676	1,722	1,768	1,816	1,865	1,915
60	Irrigation system: pipework, drippers, etc (replace)	5,000	14	15	495	509	523	537	551	566	581	597	613	595	611	628	645	662	680
61	Irrigation system: controllers & valves (replace)	10,000	14	15	991	1,018	1,045	1,073	1,102	1,132	1,163	1,194	1,226	1,190	1,222	1,255	1,289	1,324	1,360
62	**FACADES (TOWER & TOWNHOUSES) :**																		
63	Roofing (reseal flashings, gutters, etc)	15,000	14	15	1,486	1,526	1,568	1,610	1,653	1,698	1,744	1,791	1,839	1,785	1,833	1,883	1,934	1,986	2,040
64	Façade: textured finish (repaint)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65	Alucobond panels (reseal joints)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66	Façade: cleaning (dirt, grime, spider webs, etc)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
67	Windows: ditto	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
68	**FIRE STAIRS :**																		
69	Ceilings + walls (not currently painted)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70	Tread nosings: anti-slip (not currently installed)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
71	**PASSENGER LIFTS :**																		
72	General upgrade (code requirements, etc)	14,000	4	5	3,463	3,556	3,652	3,751	3,852	3,956	4,063	4,173	4,285	4,401	4,520	4,642	4,767	4,896	5,028
73	Major upgrade / modifications	1,200,000	24	25	78,360	80,475	82,648	84,880	87,171	89,525	91,942	94,425	96,974	99,592	102,281	105,043	107,879	110,792	113,783
74	Interior finish (upgrade/refurbish)	160,000	14	15	15,853	16,281	16,721	17,172	17,636	18,112	18,601	19,104	19,619	19,042	19,556	20,084	20,626	21,183	21,755
75	Doors (upgrade/replace)	20,000	14	15	1,982	2,035	2,090	2,147	2,205	2,264	2,325	2,388	2,452	2,380	2,444	2,510	2,578	2,648	2,719
76	**HYDRAULIC SERVICES ASSETS :**																		
77	Sewer sump pump installation & control panel (replace) **(note: currently not being used)**	-	14	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
78	Stormwater sump pump installation & control panel (replace)	11,500	14	15	1,139	1,170	1,202	1,234	1,268	1,302	1,337	1,373	1,410	1,369	1,406	1,444	1,482	1,523	1,564
79	Rainwater re-use pressure pump system & controls (replace)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
80	Backwash filtration system for rainwater re-use system (replace)	Excl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
81	Hot water heater: janitors room (replace)	1,500	14	15	149	153	157	161	165	170	174	179	184	179	183	188	193	199	204
82	Hot water heaters: large storage tanks (replace)	15,000	14	15	1,486	1,526	1,568	1,610	1,653	1,698	1,744	1,791	1,839	1,785	1,833	1,883	1,934	1,986	2,040
83	Hot water heaters: instantaneous units (replace)	76,500	14	15	7,580	7,785	7,995	8,211	8,432	8,660	8,894	9,134	9,380	9,104	9,350	9,603	9,862	10,128	10,402
84	Hot water return pumps	3,500	14	15	347	356	366	376	386	396	407	418	429	417	428	439	451	463	476
85	Fire booster pump assembly (replace)	1,000	14	15	99	102	105	107	110	113	116	119	123	119	122	126	129	132	136
86	**FIRE SERVICES ASSETS :**																		
87	Hose reels (hoses only, replace)	10,400	14	15	1,030	1,058	1,087	1,116	1,146	1,177	1,209	1,242	1,275	1,238	1,271	1,305	1,341	1,377	1,414
88	Extinguishers (various types, replace)	9,700	11	12	1,178	1,210	1,242	1,276	1,310	1,346	1,283	1,318	1,353	1,390	1,427	1,466	1,505	1,546	1,588
89	Extinguishers (recharge)	4,400	4	5	1,088	1,118	1,148	1,179	1,211	1,243	1,277	1,311	1,347	1,383	1,421	1,459	1,498	1,539	1,580
90	Sprinkler heads + piping (minimal) (replace)	125,600	24	25	8,202	8,423	8,651	8,884	9,124	9,370	9,623	9,883	10,150	10,424	10,705	10,995	11,291	11,596	11,909
91	Smoke/thermal detectors (replace)	25,400	14	15	2,517	2,585	2,654	2,726	2,800	2,875	2,953	3,033	3,115	3,023	3,104	3,188	3,274	3,363	3,454
92	EWIS: speakers/horns (replace)	28,000	24	25	1,828	1,878	1,928	1,981	2,034	2,089	2,145	2,203	2,263	2,324	2,387	2,451	2,517	2,585	2,655
93	EWIS: FIP	20,000	14	15	1,982	2,035	2,090	2,147	2,205	2,264	2,325	2,388	2,452	2,380	2,444	2,510	2,578	2,648	2,719

4.0 ANALYSIS OF CONTRIBUTIONS

Commercial-in-Confidence

REF	DESCRIPTION	2016 REPLACEMENT COST $	YEARS TILL REPLACEMENT	LIFE EXPECTANCY	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
94	**ELECTRICAL / COMMS / SECURITY SERVICES :**																		
95	**Replace the following light fittings:**																		
96	Basement + Ground Floor (tubes/ballasts only)	8,500	4	5	2,102	2,159	2,217	2,277	2,339	2,402	2,467	2,533	2,602	2,672	2,744	2,818	2,894	2,972	3,053
97	Basement + Ground Floor (complete fitting)	1,100	14	15	109	112	115	118	121	125	128	131	135	131	134	138	142	146	150
98	Basement + Ground Floor (illuminated exit signs)	13,500	14	15	1,338	1,374	1,411	1,449	1,488	1,528	1,569	1,612	1,655	1,607	1,650	1,695	1,740	1,787	1,836
99	Stairs (tubes/ballasts only)	3,800	4	5	940	965	991	1,018	1,046	1,074	1,103	1,133	1,163	1,195	1,227	1,260	1,294	1,329	1,365
100	Lobbies + Corridors (tubes/ballasts only)	700	4	5	173	178	183	188	193	198	203	209	214	220	226	232	238	245	251
101	Lobbies + Corridors (complete fitting)	10,500	14	15	1,040	1,068	1,097	1,127	1,157	1,189	1,221	1,254	1,288	1,250	1,283	1,318	1,354	1,390	1,428
102	Lobbies + Corridors (emergency fitting)	3,800	14	15	377	387	397	408	419	430	442	454	466	452	464	477	490	503	517
103	Lobbies + Corridors (illuminated exit signs)	16,100	14	15	1,595	1,638	1,683	1,728	1,775	1,823	1,872	1,922	1,974	1,916	1,968	2,021	2,075	2,132	2,189
104	External soffits (complete fitting)	22,400	9	10	3,241	3,329	3,418	3,511	3,287	3,375	3,466	3,560	3,656	3,755	3,856	3,960	4,067	4,177	4,290
105	Movement sensors	17,800	14	15	1,764	1,811	1,860	1,910	1,962	2,015	2,069	2,125	2,183	2,118	2,176	2,234	2,295	2,357	2,420
106	Switch/distribution boards (upgrade/replace)	196,000	24	25	12,799	13,144	13,499	13,864	14,238	14,622	15,017	15,423	15,839	16,267	16,706	17,157	17,620	18,096	18,585
107	CCTV: cameras (replace)	40,300	14	15	3,993	4,101	4,212	4,325	4,442	4,562	4,685	4,812	4,942	4,796	4,926	5,059	5,195	5,335	5,480
108	CCTV - monitors (replace)	500	4	5	124	127	130	134	138	141	145	149	153	157	161	166	170	175	180
109	CCTV - recorders, storage devices (replace)	3,000	4	5	742	762	783	804	825	848	871	894	918	943	969	995	1,022	1,049	1,077
110	Security - proximity card readers (replace)	1,650	9	10	239	245	252	259	242	249	255	262	269	277	284	292	300	308	316
111	Security - intercom stations: external (replace)	8,750	9	10	1,266	1,300	1,335	1,371	1,284	1,318	1,354	1,391	1,428	1,467	1,506	1,547	1,589	1,632	1,676
112	Security - intercom stations: apartments (replace)	70,000	9	10	10,128	10,402	10,683	10,971	10,271	10,548	10,833	11,125	11,426	11,734	12,051	12,376	12,710	13,054	13,406
113	**MECHANICAL SERVICES ASSETS :**																		
114	Basement + Ground Floor: circulating and exhaust fans (replace)	46,750	19	20	3,631	3,729	3,829	3,933	4,039	4,148	4,260	4,375	4,493	4,614	4,739	4,867	4,998	5,133	5,070
115	Plantrooms + Sundry: small fans (replace)	1,000	19	20	78	80	82	84	86	89	91	94	96	99	101	104	107	110	108
116	Co detectors: basement (replace)	5,000	9	10	723	743	763	784	734	753	774	795	816	838	861	884	908	932	958
117	MSSB	5,000	19	20	388	399	410	421	432	444	456	468	481	494	507	521	535	549	542
118	**SUNDRY :**																		
119	100kw Solar panels (installed 2020) (replace)	140,000	25	20	9,223	9,473	9,728	9,991	10,261	10,538	10,822	11,114	11,415	11,723	12,039	12,364	12,698	13,041	13,393
120	EV charging stations (installed 2020) (replace)	9,000	14	10	1,078	1,107	1,137	1,168	1,200	1,232	1,265	1,299	1,335	1,509	1,549	1,591	1,634	1,678	1,724
121	BBQ (replace)	5,000	14	15	495	509	523	537	551	566	581	597	613	595	611	628	645	662	680
	SUB-TOTAL $				**266,881**	**273,642**	**281,031**	**288,618**	**294,409**	**302,359**	**307,252**	**315,403**	**323,919**	**328,315**	**337,179**	**346,283**	**355,633**	**365,235**	**374,313**
	Contingency Allowance (4.0%)				10,675	10,946	11,241	11,545	11,776	12,094	12,290	12,616	12,957	13,133	13,487	13,851	14,225	14,609	14,973
	Return contributions over-collected in first 4 years				- 2,000				- 16,000	- 12,500	- 9,500	- 7,500	- 7,000						
	Return contributions over-collected in first 9 years																		
	TOTAL $	**3,118,510**			**275,556**	**284,588**	**292,272**	**300,163**	**290,186**	**301,953**	**310,042**	**320,519**	**329,876**	**341,447**	**350,666**	**360,134**	**369,858**	**379,844**	**389,286**

5.0 ANALYSIS OF INVESTMENT ON FUNDS

Commercial-in-Confidence

YEAR	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
Fund Balance @ Start of Year (refer 1.0 Summary)	1,161,717	1,408,118	1,681,760	1,962,791	2,028,354	2,306,764	2,167,293	2,442,631	2,728,266	2,047,020	2,375,335	2,712,514	3,058,797	3,414,429	3,188,324
Interest Earned on Fund Balance *	29,000	35,000	42,000	49,000	50,000	57,000	54,000	61,000	68,000	51,000	59,000	67,000	76,000	85,000	79,000
LESS Tax Payable on Interest	(8,700)	(10,500)	(12,600)	(14,700)	(15,000)	(17,100)	(16,200)	(18,300)	(20,400)	(15,300)	(17,700)	(20,100)	(22,800)	(25,500)	(23,700)
NET INTEREST EARNED $	**20,300**	**24,500**	**29,400**	**34,300**	**35,000**	**39,900**	**37,800**	**42,700**	**47,600**	**35,700**	**41,300**	**46,900**	**53,200**	**59,500**	**55,300**

* Interest is calculated at the start of each year as a percentage of the previous year's balance

6.0 ANALYSIS OF OFFSETS AGAINST REQUIRED CONTRIBUTIONS

Commercial-in-Confidence

YEAR	Year 6 2021	Year 7 2022	Year 8 2023	Year 9 2024	Year 10 2025	Year 11 2026	Year 12 2027	Year 13 2028	Year 14 2029	Year 15 2030	Year 16 2031	Year 17 2032	Year 18 2033	Year 19 2034	Year 20 2035
Annual Required Contribution **(refer 4.0 Analysis of Contributions)**	275,556	284,588	292,272	300,163	290,186	301,953	310,042	320,519	329,876	341,447	350,666	360,134	369,858	379,844	389,286
LESS Balance From Previous Fund															
SUB-TOTAL $	**275,556**	**284,588**	**292,272**	**300,163**	**290,186**	**301,953**	**310,042**	**320,519**	**329,876**	**341,447**	**350,666**	**360,134**	**369,858**	**379,844**	**389,286**
LESS Net Interest Earned on Investment of Funds (less tax) **(refer 5.0 Analysis of Investment on Funds)**	(20,300)	(24,500)	(29,400)	(34,300)	(35,000)	(39,900)	(37,800)	(42,700)	(47,600)	(35,700)	(41,300)	(46,900)	(53,200)	(59,500)	(55,300)
BALANCE OF CONTRIBUTIONS TO BE COLLECTED $	**255,256**	**260,088**	**262,872**	**265,863**	**255,186**	**262,053**	**272,242**	**277,819**	**282,276**	**305,747**	**309,366**	**313,234**	**316,658**	**320,344**	**333,986**

7.0 ANALYSIS OF CONTRIBUTIONS COLLECTION (REFER 4.0)

Commercial-in-Confidence

UNIT	CONTRIBUTION ENTITLEMENT	Year 6 1-Jul-21 to 30-Jun-22	Year 7 1-Jul-22 to 30-Jun-23	Year 8 1-Jul-23 to 30-Jun-24	Year 9 1-Jul-24 to 30-Jun-25	Year 10 1-Jul-25 to 30-Jun-26	Year 11 1-Jul-26 to 30-Jun-27	Year 12 1-Jul-27 to 30-Jun-28	Year 13 1-Jul-28 to 30-Jun-29	Year 14 1-Jul-29 to 30-Jun-30	Year 15 1-Jul-30 to 30-Jun-31	Year 16 1-Jul-31 to 30-Jun-32	Year 17 1-Jul-32 to 30-Jun-33	Year 18 1-Jul-33 to 30-Jun-34	Year 19 1-Jul-34 to 30-Jun-35	Year 20 1-Jul-35 to 30-Jun-36
1	54	1,488	1,537	1,578	1,621	1,567	1,631	1,674	1,731	1,781	1,844	1,894	1,945	1,997	2,051	2,102
2	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
3	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
4	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
5	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
6	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
7	51	1,405	1,451	1,491	1,531	1,480	1,540	1,581	1,635	1,682	1,741	1,788	1,837	1,886	1,937	1,985
8	62	1,708	1,764	1,812	1,861	1,799	1,872	1,922	1,987	2,045	2,117	2,174	2,233	2,293	2,355	2,414
9	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
10	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
11	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
12	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
13	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
14	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
15	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
16	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
17	55	1,516	1,565	1,607	1,651	1,596	1,661	1,705	1,763	1,814	1,878	1,929	1,981	2,034	2,089	2,141
18	53	1,460	1,508	1,549	1,591	1,538	1,600	1,643	1,699	1,748	1,810	1,859	1,909	1,960	2,013	2,063
19	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
20	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
21	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
22	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
23	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
24	50	1,378	1,423	1,461	1,501	1,451	1,510	1,550	1,603	1,649	1,707	1,753	1,801	1,849	1,899	1,946
25	61	1,681	1,736	1,783	1,831	1,770	1,842	1,891	1,955	2,012	2,083	2,139	2,197	2,256	2,317	2,375
26	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
27	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
28	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
29	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
30	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
31	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
32	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
33	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
34	54	1,488	1,537	1,578	1,621	1,567	1,631	1,674	1,731	1,781	1,844	1,894	1,945	1,997	2,051	2,102
35	50	1,378	1,423	1,461	1,501	1,451	1,510	1,550	1,603	1,649	1,707	1,753	1,801	1,849	1,899	1,946
36	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
37	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
38	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
39	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
40	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
41	49	1,350	1,394	1,432	1,471	1,422	1,480	1,519	1,571	1,616	1,673	1,718	1,765	1,812	1,861	1,907
42	59	1,626	1,679	1,724	1,771	1,712	1,782	1,829	1,891	1,946	2,015	2,069	2,125	2,182	2,241	2,297
43	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
44	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
45	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
46	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
47	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
48	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
49	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
50	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
51	53	1,460	1,508	1,549	1,591	1,538	1,600	1,643	1,699	1,748	1,810	1,859	1,909	1,960	2,013	2,063
52	49	1,350	1,394	1,432	1,471	1,422	1,480	1,519	1,571	1,616	1,673	1,718	1,765	1,812	1,861	1,907
53	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
54	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
55	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
56	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
57	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
58	48	1,323	1,366	1,403	1,441	1,393	1,449	1,488	1,538	1,583	1,639	1,683	1,729	1,775	1,823	1,869
59	58	1,598	1,651	1,695	1,741	1,683	1,751	1,798	1,859	1,913	1,980	2,034	2,089	2,145	2,203	2,258
60	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
61	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
62	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
63	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
64	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
65	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
66	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
67	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
68	51	1,405	1,451	1,491	1,531	1,480	1,540	1,581	1,635	1,682	1,741	1,788	1,837	1,886	1,937	1,985
69	48	1,323	1,366	1,403	1,441	1,393	1,449	1,488	1,538	1,583	1,639	1,683	1,729	1,775	1,823	1,869
70	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
71	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
72	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
73	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
74	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
75	47	1,295	1,338	1,374	1,411	1,364	1,419	1,457	1,506	1,550	1,605	1,648	1,693	1,738	1,785	1,830
76	57	1,571	1,622	1,666	1,711	1,654	1,721	1,767	1,827	1,880	1,946	1,999	2,053	2,108	2,165	2,219
77	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
78	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
79	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
80	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
81	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
82	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
83	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
84	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
85	51	1,405	1,451	1,491	1,531	1,480	1,540	1,581	1,635	1,682	1,741	1,788	1,837	1,886	1,937	1,985
86	48	1,323	1,366	1,403	1,441	1,393	1,449	1,488	1,538	1,583	1,639	1,683	1,729	1,775	1,823	1,869
87	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
88	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
89	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
90	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
91	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
92	46	1,268	1,309	1,344	1,381	1,335	1,389	1,426	1,474	1,517	1,571	1,613	1,657	1,701	1,747	1,791
93	56	1,543	1,594	1,637	1,681	1,625	1,691	1,736	1,795	1,847	1,912	1,964	2,017	2,071	2,127	2,180
94	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
95	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
96	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
97	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
98	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
99	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
100	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
101	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
102	50	1,378	1,423	1,461	1,501	1,451	1,510	1,550	1,603	1,649	1,707	1,753	1,801	1,849	1,899	1,946
103	49	1,350	1,394	1,432	1,471	1,422	1,480	1,519	1,571	1,616	1,673	1,718	1,765	1,812	1,861	1,907
104	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
105	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
106	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440

7.0 ANALYSIS OF CONTRIBUTIONS COLLECTION (REFER 4.0)

Commercial-in-Confidence

UNIT	CONTRIBUTION ENTITLEMENT	Year 6 1-Jul-21 to 30-Jun-22	Year 7 1-Jul-22 to 30-Jun-23	Year 8 1-Jul-23 to 30-Jun-24	Year 9 1-Jul-24 to 30-Jun-25	Year 10 1-Jul-25 to 30-Jun-26	Year 11 1-Jul-26 to 30-Jun-27	Year 12 1-Jul-27 to 30-Jun-28	Year 13 1-Jul-28 to 30-Jun-29	Year 14 1-Jul-29 to 30-Jun-30	Year 15 1-Jul-30 to 30-Jun-31	Year 16 1-Jul-31 to 30-Jun-32	Year 17 1-Jul-32 to 30-Jun-33	Year 18 1-Jul-33 to 30-Jun-34	Year 19 1-Jul-34 to 30-Jun-35	Year 20 1-Jul-35 to 30-Jun-36
107	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
108	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
109	47	1,295	1,338	1,374	1,411	1,364	1,419	1,457	1,506	1,550	1,605	1,648	1,693	1,738	1,785	1,830
110	58	1,598	1,651	1,695	1,741	1,683	1,751	1,798	1,859	1,913	1,980	2,034	2,089	2,145	2,203	2,258
111	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
112	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
113	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
114	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
115	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
116	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
117	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
118	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
119	49	1,350	1,394	1,432	1,471	1,422	1,480	1,519	1,571	1,616	1,673	1,718	1,765	1,812	1,861	1,907
120	33	909	939	964	991	958	996	1,023	1,058	1,089	1,127	1,157	1,188	1,221	1,253	1,285
121	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
122	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
123	55	1,516	1,565	1,607	1,651	1,596	1,661	1,705	1,763	1,814	1,878	1,929	1,981	2,034	2,089	2,141
124	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
125	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
126	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
127	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
128	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
129	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
130	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
131	42	1,157	1,195	1,228	1,261	1,219	1,268	1,302	1,346	1,385	1,434	1,473	1,513	1,553	1,595	1,635
132	45	1,240	1,281	1,315	1,351	1,306	1,359	1,395	1,442	1,484	1,537	1,578	1,621	1,664	1,709	1,752
133	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
134	59	1,626	1,679	1,724	1,771	1,712	1,782	1,829	1,891	1,946	2,015	2,069	2,125	2,182	2,241	2,297
135	59	1,626	1,679	1,724	1,771	1,712	1,782	1,829	1,891	1,946	2,015	2,069	2,125	2,182	2,241	2,297
136	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
137	44	1,212	1,252	1,286	1,321	1,277	1,329	1,364	1,410	1,451	1,502	1,543	1,585	1,627	1,671	1,713
138	54	1,488	1,537	1,578	1,621	1,567	1,631	1,674	1,731	1,781	1,844	1,894	1,945	1,997	2,051	2,102
139	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
140	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
141	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
142	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
143	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
144	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
145	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
146	41	1,130	1,167	1,198	1,231	1,190	1,238	1,271	1,314	1,352	1,400	1,438	1,477	1,516	1,557	1,596
147	44	1,212	1,252	1,286	1,321	1,277	1,329	1,364	1,410	1,451	1,502	1,543	1,585	1,627	1,671	1,713
148	33	909	939	964	991	958	996	1,023	1,058	1,089	1,127	1,157	1,188	1,221	1,253	1,285
149	58	1,598	1,651	1,695	1,741	1,683	1,751	1,798	1,859	1,913	1,980	2,034	2,089	2,145	2,203	2,258
150	58	1,598	1,651	1,695	1,741	1,683	1,751	1,798	1,859	1,913	1,980	2,034	2,089	2,145	2,203	2,258
151	33	909	939	964	991	958	996	1,023	1,058	1,089	1,127	1,157	1,188	1,221	1,253	1,285
152	43	1,185	1,224	1,257	1,291	1,248	1,298	1,333	1,378	1,418	1,468	1,508	1,549	1,590	1,633	1,674
153	52	1,433	1,480	1,520	1,561	1,509	1,570	1,612	1,667	1,715	1,776	1,823	1,873	1,923	1,975	2,024
154	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
155	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
156	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
157	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
158	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
159	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
160	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
161	40	1,102	1,138	1,169	1,201	1,161	1,208	1,240	1,282	1,320	1,366	1,403	1,441	1,479	1,519	1,557
162	43	1,185	1,224	1,257	1,291	1,248	1,298	1,333	1,378	1,418	1,468	1,508	1,549	1,590	1,633	1,674
163	32	882	911	935	961	929	966	992	1,026	1,056	1,093	1,122	1,152	1,184	1,216	1,246
164	57	1,571	1,622	1,666	1,711	1,654	1,721	1,767	1,827	1,880	1,946	1,999	2,053	2,108	2,165	2,219
165	57	1,571	1,622	1,666	1,711	1,654	1,721	1,767	1,827	1,880	1,946	1,999	2,053	2,108	2,165	2,219
166	32	882	911	935	961	929	966	992	1,026	1,056	1,093	1,122	1,152	1,184	1,216	1,246
167	43	1,185	1,224	1,257	1,291	1,248	1,298	1,333	1,378	1,418	1,468	1,508	1,549	1,590	1,633	1,674
168	51	1,405	1,451	1,491	1,531	1,480	1,540	1,581	1,635	1,682	1,741	1,788	1,837	1,886	1,937	1,985
169	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
170	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
171	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
172	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
173	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
174	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
175	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
176	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
177	42	1,157	1,195	1,228	1,261	1,219	1,268	1,302	1,346	1,385	1,434	1,473	1,513	1,553	1,595	1,635
178	32	882	911	935	961	929	966	992	1,026	1,056	1,093	1,122	1,152	1,184	1,216	1,246
179	56	1,543	1,594	1,637	1,681	1,625	1,691	1,736	1,795	1,847	1,912	1,964	2,017	2,071	2,127	2,180
180	56	1,543	1,594	1,637	1,681	1,625	1,691	1,736	1,795	1,847	1,912	1,964	2,017	2,071	2,127	2,180
181	32	882	911	935	961	929	966	992	1,026	1,056	1,093	1,122	1,152	1,184	1,216	1,246
182	42	1,157	1,195	1,228	1,261	1,219	1,268	1,302	1,346	1,385	1,434	1,473	1,513	1,553	1,595	1,635
183	51	1,405	1,451	1,491	1,531	1,480	1,540	1,581	1,635	1,682	1,741	1,788	1,837	1,886	1,937	1,985
184	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
185	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
186	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
187	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
188	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
189	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
190	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
191	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
192	50	1,378	1,423	1,461	1,501	1,451	1,510	1,550	1,603	1,649	1,707	1,753	1,801	1,849	1,899	1,946
193	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
194	33	909	939	964	991	958	996	1,023	1,058	1,089	1,127	1,157	1,188	1,221	1,253	1,285
195	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
196	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
197	33	909	939	964	991	958	996	1,023	1,058	1,089	1,127	1,157	1,188	1,221	1,253	1,285
198	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
199	48	1,323	1,366	1,403	1,441	1,393	1,449	1,488	1,538	1,583	1,639	1,683	1,729	1,775	1,823	1,869
200	50	1,378	1,423	1,461	1,501	1,451	1,510	1,550	1,603	1,649	1,707	1,753	1,801	1,849	1,899	1,946
201	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
202	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
203	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
204	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
205	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
206	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
207	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
208	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
209	49	1,350	1,394	1,432	1,471	1,422	1,480	1,519	1,571	1,616	1,673	1,718	1,765	1,812	1,861	1,907
210	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
211	33	909	939	964	991	958	996	1,023	1,058	1,089	1,127	1,157	1,188	1,221	1,253	1,285
212	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401

7.0 ANALYSIS OF CONTRIBUTIONS COLLECTION (REFER 4.0)

Commercial-in-Confidence

UNIT	CONTRIBUTION ENTITLEMENT	Year 6 1-Jul-21 to 30-Jun-22	Year 7 1-Jul-22 to 30-Jun-23	Year 8 1-Jul-23 to 30-Jun-24	Year 9 1-Jul-24 to 30-Jun-25	Year 10 1-Jul-25 to 30-Jun-26	Year 11 1-Jul-26 to 30-Jun-27	Year 12 1-Jul-27 to 30-Jun-28	Year 13 1-Jul-28 to 30-Jun-29	Year 14 1-Jul-29 to 30-Jun-30	Year 15 1-Jul-30 to 30-Jun-31	Year 16 1-Jul-31 to 30-Jun-32	Year 17 1-Jul-32 to 30-Jun-33	Year 18 1-Jul-33 to 30-Jun-34	Year 19 1-Jul-34 to 30-Jun-35	Year 20 1-Jul-35 to 30-Jun-36
213	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
214	33	909	939	964	991	958	996	1,023	1,058	1,089	1,127	1,157	1,188	1,221	1,253	1,285
215	35	964	996	1,023	1,051	1,016	1,057	1,085	1,122	1,155	1,195	1,227	1,260	1,295	1,329	1,362
216	47	1,295	1,338	1,374	1,411	1,364	1,419	1,457	1,506	1,550	1,605	1,648	1,693	1,738	1,785	1,830
217	49	1,350	1,394	1,432	1,471	1,422	1,480	1,519	1,571	1,616	1,673	1,718	1,765	1,812	1,861	1,907
218	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
219	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
220	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
221	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
222	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
223	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
224	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
225	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
226	50	1,378	1,423	1,461	1,501	1,451	1,510	1,550	1,603	1,649	1,707	1,753	1,801	1,849	1,899	1,946
227	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
228	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
229	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
230	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
231	34	937	968	994	1,021	987	1,027	1,054	1,090	1,122	1,161	1,192	1,224	1,258	1,291	1,324
232	36	992	1,025	1,052	1,081	1,045	1,087	1,116	1,154	1,188	1,229	1,262	1,296	1,331	1,367	1,401
233	48	1,323	1,366	1,403	1,441	1,393	1,449	1,488	1,538	1,583	1,639	1,683	1,729	1,775	1,823	1,869
234	46	1,268	1,309	1,344	1,381	1,335	1,389	1,426	1,474	1,517	1,571	1,613	1,657	1,701	1,747	1,791
235	52	1,433	1,480	1,520	1,561	1,509	1,570	1,612	1,667	1,715	1,776	1,823	1,873	1,923	1,975	2,024
236	50	1,378	1,423	1,461	1,501	1,451	1,510	1,550	1,603	1,649	1,707	1,753	1,801	1,849	1,899	1,946
237	51	1,405	1,451	1,491	1,531	1,480	1,540	1,581	1,635	1,682	1,741	1,788	1,837	1,886	1,937	1,985
238	51	1,405	1,451	1,491	1,531	1,480	1,540	1,581	1,635	1,682	1,741	1,788	1,837	1,886	1,937	1,985
239	46	1,268	1,309	1,344	1,381	1,335	1,389	1,426	1,474	1,517	1,571	1,613	1,657	1,701	1,747	1,791
240	56	1,543	1,594	1,637	1,681	1,625	1,691	1,736	1,795	1,847	1,912	1,964	2,017	2,071	2,127	2,180
241	37	1,020	1,053	1,081	1,111	1,074	1,117	1,147	1,186	1,221	1,263	1,297	1,332	1,368	1,405	1,440
242	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
243	38	1,047	1,081	1,111	1,141	1,103	1,147	1,178	1,218	1,254	1,297	1,333	1,369	1,405	1,443	1,479
244	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
245	39	1,075	1,110	1,140	1,171	1,132	1,178	1,209	1,250	1,287	1,332	1,368	1,405	1,442	1,481	1,518
	10000	275,556	284,588	292,272	300,163	290,186	301,953	310,042	320,519	329,876	341,447	350,666	360,134	369,858	379,844	389,286

8.0 ANALYSIS OF CONTRIBUTIONS COLLECTION (INCLUDING OFFSETS - REFER 6.0)

Commercial-in-Confidence

UNIT	CONTRIBUTION ENTITLEMENT	Year 6 1-Jul-21 to 30-Jun-22	Year 7 1-Jul-22 to 30-Jun-23	Year 8 1-Jul-23 to 30-Jun-24	Year 9 1-Jul-24 to 30-Jun-25	Year 10 1-Jul-25 to 30-Jun-26	Year 11 1-Jul-26 to 30-Jun-27	Year 12 1-Jul-27 to 30-Jun-28	Year 13 1-Jul-28 to 30-Jun-29	Year 14 1-Jul-29 to 30-Jun-30	Year 15 1-Jul-30 to 30-Jun-31	Year 16 1-Jul-31 to 30-Jun-32	Year 17 1-Jul-32 to 30-Jun-33	Year 18 1-Jul-33 to 30-Jun-34	Year 19 1-Jul-34 to 30-Jun-35	Year 20 1-Jul-35 to 30-Jun-36
1	54	1,378	1,404	1,420	1,436	1,378	1,415	1,470	1,500	1,524	1,651	1,671	1,691	1,710	1,730	1,804
2	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
3	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
4	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
5	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
6	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
7	51	1,302	1,326	1,341	1,356	1,301	1,336	1,388	1,417	1,440	1,559	1,578	1,597	1,615	1,634	1,703
8	62	1,583	1,613	1,630	1,648	1,582	1,625	1,688	1,722	1,750	1,896	1,918	1,942	1,963	1,986	2,071
9	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
10	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
11	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
12	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
13	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
14	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
15	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
16	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
17	55	1,404	1,430	1,446	1,462	1,404	1,441	1,497	1,528	1,553	1,682	1,702	1,723	1,742	1,762	1,837
18	53	1,353	1,378	1,393	1,409	1,352	1,389	1,443	1,472	1,496	1,620	1,640	1,660	1,678	1,698	1,770
19	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
20	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
21	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
22	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
23	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
24	50	1,276	1,300	1,314	1,329	1,276	1,310	1,361	1,389	1,411	1,529	1,547	1,566	1,583	1,602	1,670
25	61	1,557	1,587	1,604	1,622	1,557	1,599	1,661	1,695	1,722	1,865	1,887	1,911	1,932	1,954	2,037
26	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
27	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
28	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
29	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
30	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
31	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
32	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
33	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
34	54	1,378	1,404	1,420	1,436	1,378	1,415	1,470	1,500	1,524	1,651	1,671	1,691	1,710	1,730	1,804
35	50	1,276	1,300	1,314	1,329	1,276	1,310	1,361	1,389	1,411	1,529	1,547	1,566	1,583	1,602	1,670
36	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
37	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
38	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
39	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
40	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
41	49	1,251	1,274	1,288	1,303	1,250	1,284	1,334	1,361	1,383	1,498	1,516	1,535	1,552	1,570	1,637
42	59	1,506	1,535	1,551	1,569	1,506	1,546	1,606	1,639	1,665	1,804	1,825	1,848	1,868	1,890	1,971
43	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
44	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
45	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
46	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
47	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
48	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
49	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
50	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
51	53	1,353	1,378	1,393	1,409	1,352	1,389	1,443	1,472	1,496	1,620	1,640	1,660	1,678	1,698	1,770
52	49	1,251	1,274	1,288	1,303	1,250	1,284	1,334	1,361	1,383	1,498	1,516	1,535	1,552	1,570	1,637
53	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
54	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
55	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
56	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
57	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
58	48	1,225	1,248	1,262	1,276	1,225	1,258	1,307	1,334	1,355	1,468	1,485	1,504	1,520	1,538	1,603
59	58	1,480	1,509	1,525	1,542	1,480	1,520	1,579	1,611	1,637	1,773	1,794	1,817	1,837	1,858	1,937
60	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
61	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
62	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
63	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
64	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
65	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
66	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
67	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
68	51	1,302	1,326	1,341	1,356	1,301	1,336	1,388	1,417	1,440	1,559	1,578	1,597	1,615	1,634	1,703
69	48	1,225	1,248	1,262	1,276	1,225	1,258	1,307	1,334	1,355	1,468	1,485	1,504	1,520	1,538	1,603
70	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
71	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
72	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
73	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
74	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
75	47	1,200	1,222	1,235	1,250	1,199	1,232	1,280	1,306	1,327	1,437	1,454	1,472	1,488	1,506	1,570
76	57	1,455	1,483	1,498	1,515	1,455	1,494	1,552	1,584	1,609	1,743	1,763	1,785	1,805	1,826	1,904
77	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
78	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
79	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
80	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
81	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
82	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
83	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
84	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
85	51	1,302	1,326	1,341	1,356	1,301	1,336	1,388	1,417	1,440	1,559	1,578	1,597	1,615	1,634	1,703
86	48	1,225	1,248	1,262	1,276	1,225	1,258	1,307	1,334	1,355	1,468	1,485	1,504	1,520	1,538	1,603
87	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
88	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
89	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
90	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
91	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
92	46	1,174	1,196	1,209	1,223	1,174	1,205	1,252	1,278	1,298	1,406	1,423	1,441	1,457	1,474	1,536
93	56	1,429	1,456	1,472	1,489	1,429	1,467	1,525	1,556	1,581	1,712	1,732	1,754	1,773	1,794	1,870
94	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
95	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
96	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
97	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
98	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
99	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
100	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
101	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
102	50	1,276	1,300	1,314	1,329	1,276	1,310	1,361	1,389	1,411	1,529	1,547	1,566	1,583	1,602	1,670
103	49	1,251	1,274	1,288	1,303	1,250	1,284	1,334	1,361	1,383	1,498	1,516	1,535	1,552	1,570	1,637
104	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
105	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
106	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236

8.0 ANALYSIS OF CONTRIBUTIONS COLLECTION (INCLUDING OFFSETS - REFER 6.0)

Commercial-in-Confidence

UNIT	CONTRIBUTION ENTITLEMENT	Year 6 1-Jul-21 to 30-Jun-22	Year 7 1-Jul-22 to 30-Jun-23	Year 8 1-Jul-23 to 30-Jun-24	Year 9 1-Jul-24 to 30-Jun-25	Year 10 1-Jul-25 to 30-Jun-26	Year 11 1-Jul-26 to 30-Jun-27	Year 12 1-Jul-27 to 30-Jun-28	Year 13 1-Jul-28 to 30-Jun-29	Year 14 1-Jul-29 to 30-Jun-30	Year 15 1-Jul-30 to 30-Jun-31	Year 16 1-Jul-31 to 30-Jun-32	Year 17 1-Jul-32 to 30-Jun-33	Year 18 1-Jul-33 to 30-Jun-34	Year 19 1-Jul-34 to 30-Jun-35	Year 20 1-Jul-35 to 30-Jun-36
107	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
108	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
109	47	1,200	1,222	1,235	1,250	1,199	1,232	1,280	1,306	1,327	1,437	1,454	1,472	1,488	1,506	1,570
110	58	1,480	1,509	1,525	1,542	1,480	1,520	1,579	1,611	1,637	1,773	1,794	1,817	1,837	1,858	1,937
111	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
112	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
113	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
114	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
115	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
116	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
117	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
118	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
119	49	1,251	1,274	1,288	1,303	1,250	1,284	1,334	1,361	1,383	1,498	1,516	1,535	1,552	1,570	1,637
120	33	842	858	867	877	842	865	898	917	932	1,009	1,021	1,034	1,045	1,057	1,102
121	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
122	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
123	55	1,404	1,430	1,446	1,462	1,404	1,441	1,497	1,528	1,553	1,682	1,702	1,723	1,742	1,762	1,837
124	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
125	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
126	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
127	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
128	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
129	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
130	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
131	42	1,072	1,092	1,104	1,117	1,072	1,101	1,143	1,167	1,186	1,284	1,299	1,316	1,330	1,345	1,403
132	45	1,149	1,170	1,183	1,196	1,148	1,179	1,225	1,250	1,270	1,376	1,392	1,410	1,425	1,442	1,503
133	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
134	59	1,506	1,535	1,551	1,569	1,506	1,546	1,606	1,639	1,665	1,804	1,825	1,848	1,868	1,890	1,971
135	59	1,506	1,535	1,551	1,569	1,506	1,546	1,606	1,639	1,665	1,804	1,825	1,848	1,868	1,890	1,971
136	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
137	44	1,123	1,144	1,157	1,170	1,123	1,153	1,198	1,222	1,242	1,345	1,361	1,378	1,393	1,410	1,470
138	54	1,378	1,404	1,420	1,436	1,378	1,415	1,470	1,500	1,524	1,651	1,671	1,691	1,710	1,730	1,804
139	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
140	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
141	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
142	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
143	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
144	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
145	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
146	41	1,047	1,066	1,078	1,090	1,046	1,074	1,116	1,139	1,157	1,254	1,268	1,284	1,298	1,313	1,369
147	44	1,123	1,144	1,157	1,170	1,123	1,153	1,198	1,222	1,242	1,345	1,361	1,378	1,393	1,410	1,470
148	33	842	858	867	877	842	865	898	917	932	1,009	1,021	1,034	1,045	1,057	1,102
149	58	1,480	1,509	1,525	1,542	1,480	1,520	1,579	1,611	1,637	1,773	1,794	1,817	1,837	1,858	1,937
150	58	1,480	1,509	1,525	1,542	1,480	1,520	1,579	1,611	1,637	1,773	1,794	1,817	1,837	1,858	1,937
151	33	842	858	867	877	842	865	898	917	932	1,009	1,021	1,034	1,045	1,057	1,102
152	43	1,098	1,118	1,130	1,143	1,097	1,127	1,171	1,195	1,214	1,315	1,330	1,347	1,362	1,377	1,436
153	52	1,327	1,352	1,367	1,382	1,327	1,363	1,416	1,445	1,468	1,590	1,609	1,629	1,647	1,666	1,737
154	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
155	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
156	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
157	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
158	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
159	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
160	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
161	40	1,021	1,040	1,051	1,063	1,021	1,048	1,089	1,111	1,129	1,223	1,237	1,253	1,267	1,281	1,336
162	43	1,098	1,118	1,130	1,143	1,097	1,127	1,171	1,195	1,214	1,315	1,330	1,347	1,362	1,377	1,436
163	32	817	832	841	851	817	839	871	889	903	978	990	1,002	1,013	1,025	1,069
164	57	1,455	1,483	1,498	1,515	1,455	1,494	1,552	1,584	1,609	1,743	1,763	1,785	1,805	1,826	1,904
165	57	1,455	1,483	1,498	1,515	1,455	1,494	1,552	1,584	1,609	1,743	1,763	1,785	1,805	1,826	1,904
166	32	817	832	841	851	817	839	871	889	903	978	990	1,002	1,013	1,025	1,069
167	43	1,098	1,118	1,130	1,143	1,097	1,127	1,171	1,195	1,214	1,315	1,330	1,347	1,362	1,377	1,436
168	51	1,302	1,326	1,341	1,356	1,301	1,336	1,388	1,417	1,440	1,559	1,578	1,597	1,615	1,634	1,703
169	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
170	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
171	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
172	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
173	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
174	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
175	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
176	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
177	42	1,072	1,092	1,104	1,117	1,072	1,101	1,143	1,167	1,186	1,284	1,299	1,316	1,330	1,345	1,403
178	32	817	832	841	851	817	839	871	889	903	978	990	1,002	1,013	1,025	1,069
179	56	1,429	1,456	1,472	1,489	1,429	1,467	1,525	1,556	1,581	1,712	1,732	1,754	1,773	1,794	1,870
180	56	1,429	1,456	1,472	1,489	1,429	1,467	1,525	1,556	1,581	1,712	1,732	1,754	1,773	1,794	1,870
181	32	817	832	841	851	817	839	871	889	903	978	990	1,002	1,013	1,025	1,069
182	42	1,072	1,092	1,104	1,117	1,072	1,101	1,143	1,167	1,186	1,284	1,299	1,316	1,330	1,345	1,403
183	51	1,302	1,326	1,341	1,356	1,301	1,336	1,388	1,417	1,440	1,559	1,578	1,597	1,615	1,634	1,703
184	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
185	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
186	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
187	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
188	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
189	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
190	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
191	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
192	50	1,276	1,300	1,314	1,329	1,276	1,310	1,361	1,389	1,411	1,529	1,547	1,566	1,583	1,602	1,670
193	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
194	33	842	858	867	877	842	865	898	917	932	1,009	1,021	1,034	1,045	1,057	1,102
195	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
196	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
197	33	842	858	867	877	842	865	898	917	932	1,009	1,021	1,034	1,045	1,057	1,102
198	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
199	48	1,225	1,248	1,262	1,276	1,225	1,258	1,307	1,334	1,355	1,468	1,485	1,504	1,520	1,538	1,603
200	50	1,276	1,300	1,314	1,329	1,276	1,310	1,361	1,389	1,411	1,529	1,547	1,566	1,583	1,602	1,670
201	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
202	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
203	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
204	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
205	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
206	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
207	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
208	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
209	49	1,251	1,274	1,288	1,303	1,250	1,284	1,334	1,361	1,383	1,498	1,516	1,535	1,552	1,570	1,637
210	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
211	33	842	858	867	877	842	865	898	917	932	1,009	1,021	1,034	1,045	1,057	1,102
212	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202

8.0 ANALYSIS OF CONTRIBUTIONS COLLECTION (INCLUDING OFFSETS - REFER 6.0)

Commercial-in-Confidence

UNIT	CONTRIBUTION ENTITLEMENT	Year 6 1-Jul-21 to 30-Jun-22	Year 7 1-Jul-22 to 30-Jun-23	Year 8 1-Jul-23 to 30-Jun-24	Year 9 1-Jul-24 to 30-Jun-25	Year 10 1-Jul-25 to 30-Jun-26	Year 11 1-Jul-26 to 30-Jun-27	Year 12 1-Jul-27 to 30-Jun-28	Year 13 1-Jul-28 to 30-Jun-29	Year 14 1-Jul-29 to 30-Jun-30	Year 15 1-Jul-30 to 30-Jun-31	Year 16 1-Jul-31 to 30-Jun-32	Year 17 1-Jul-32 to 30-Jun-33	Year 18 1-Jul-33 to 30-Jun-34	Year 19 1-Jul-34 to 30-Jun-35	Year 20 1-Jul-35 to 30-Jun-36
213	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
214	33	842	858	867	877	842	865	898	917	932	1,009	1,021	1,034	1,045	1,057	1,102
215	35	893	910	920	931	893	917	953	972	988	1,070	1,083	1,096	1,108	1,121	1,169
216	47	1,200	1,222	1,235	1,250	1,199	1,232	1,280	1,306	1,327	1,437	1,454	1,472	1,488	1,506	1,570
217	49	1,251	1,274	1,288	1,303	1,250	1,284	1,334	1,361	1,383	1,498	1,516	1,535	1,552	1,570	1,637
218	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
219	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
220	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
221	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
222	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
223	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
224	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
225	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
226	50	1,276	1,300	1,314	1,329	1,276	1,310	1,361	1,389	1,411	1,529	1,547	1,566	1,583	1,602	1,670
227	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
228	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
229	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
230	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
231	34	868	884	894	904	868	891	926	945	960	1,040	1,052	1,065	1,077	1,089	1,136
232	36	919	936	946	957	919	943	980	1,000	1,016	1,101	1,114	1,128	1,140	1,153	1,202
233	48	1,225	1,248	1,262	1,276	1,225	1,258	1,307	1,334	1,355	1,468	1,485	1,504	1,520	1,538	1,603
234	46	1,174	1,196	1,209	1,223	1,174	1,205	1,252	1,278	1,298	1,406	1,423	1,441	1,457	1,474	1,536
235	52	1,327	1,352	1,367	1,382	1,327	1,363	1,416	1,445	1,468	1,590	1,609	1,629	1,647	1,666	1,737
236	50	1,276	1,300	1,314	1,329	1,276	1,310	1,361	1,389	1,411	1,529	1,547	1,566	1,583	1,602	1,670
237	51	1,302	1,326	1,341	1,356	1,301	1,336	1,388	1,417	1,440	1,559	1,578	1,597	1,615	1,634	1,703
238	51	1,302	1,326	1,341	1,356	1,301	1,336	1,388	1,417	1,440	1,559	1,578	1,597	1,615	1,634	1,703
239	46	1,174	1,196	1,209	1,223	1,174	1,205	1,252	1,278	1,298	1,406	1,423	1,441	1,457	1,474	1,536
240	56	1,429	1,456	1,472	1,489	1,429	1,467	1,525	1,556	1,581	1,712	1,732	1,754	1,773	1,794	1,870
241	37	944	962	973	984	944	970	1,007	1,028	1,044	1,131	1,145	1,159	1,172	1,185	1,236
242	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
243	38	970	988	999	1,010	970	996	1,035	1,056	1,073	1,162	1,176	1,190	1,203	1,217	1,269
244	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
245	39	996	1,014	1,025	1,037	995	1,022	1,062	1,083	1,101	1,192	1,207	1,222	1,235	1,249	1,303
	10000	255,256	260,088	262,872	265,863	255,186	262,053	272,242	277,819	282,276	305,747	309,366	313,234	316,658	320,344	333,986

MAINTENANCE PLAN

for

IQ APARTMENTS

51 - 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, ACT, 2612

prepared for

THE OWNERS COPORPORATION - UNITS PLAN 4124

QUALITY CONTROL	
Date Issued - Latest	30-Jun-24 Rev 9
Date Issued - Previous	30-Jun-23
Prepared by	Robert Azzopardi (Owner, Unit 35)
Checked / Approved by	The Executive Committee - UP 4124 (ECM - 01-Dec-21)
Reference(s)	Unit Titles (Management) Act 2011, A2011-41 (effective Nov 20)
	IQ Apartments Building Documentation
Pages (incl cover)	5

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

REVISIONS

REF	DETAILS	DATE
R1	- General / Occassional / Backup section added to the Schedule	01-Dec-21
R2	- Change phone # for PWC Property Works	09-Mar-22
-	- Delete PWC Property Works and Insert Hy Maintenance	09-Mar-22
R3	- Contacts tab added	05-Apr-22
R4	- Shepherds Electrical add in General / Occassional / Backup section	16-Apr-22
R5	- Kone Contract renewed	27-Apr-22
R6	- Capital Solar Maintenance added	04-Aug-22
R7	- Minor updates and amendments	30-Jun-23
R8	- SMEG Appliances added	30-Jun-23
R9	- New Agreements with several contractors (expired)	30-Jun-24

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

NOTES

REF	DETAILS	CROSS REF
N1	Refer IQ Apartments buldling folder(s) for details of all documents including contracts and agreements, etc	
N2	Refer IQ Apartments building folder(s) for details of all documents including warranties, manuals, certifcations, as-built drawings, etc	
N3	Signed Agreement - roll over or re-tender contract before expiry date.	
N4	Generally ongoing contracts.	

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

SCHEDULE DETAILS

ITEM / ASSET	DESCRIPTION / DETAILS	START EXPIRY	NOTES
- Major Building Services			N1
. Electrical	**Pacific Facilities Management Pty Ltd** . 3-year preventative maintenance & compliance service	01-Jul-24 30-Jun-27	N3
. Mechanical	As above	-	-
. Hydraulic	As above	-	-
. Fire Safety	**360 Degree Fire Pty Ltd** . 5-year preventative maintenance & compliance service	01-Jul-20 30-Jun-25	N3
. Security	**Smart Design Security Solutions Pty Ltd** . 3-year preventative maintenance service	01-Jul-24 30-Jun-27	N3
. Lifts	**Kone Elevators Pty Ltd** . 5-year preventative maintenance & compliance service	01-Jul-22 30-Jun-25	N3
. Cleaning - general	**Dimeo Cleaning Services Pty Ltd** . 3-year general cleaning & building management services	01-Jul-24 30-Jun-27	N3
- Building Components			N1
. Carpet - corridors	**Dimeo Cleaning Services Pty Ltd** . 3-year cleaning service (public corridors & foyer entries)	01-Jul-24 30-Jun-27	N3
. Windows	**Vertical Rope Access** . 3-year cleaning contract (incl height safety systems certification)	01-Jul-24 30-Jun-27	N3
. Extenal Walls	**Visual inspection** . periodical inspection - no set contract	-	-
. Roofing	**Pacific Facilities Management Pty Ltd** . 3-year preventative maintenance & compliance service	01-Jul-24 30-Jun-27	N3
. Gutters	As above	-	-
. Downpipes	As above	-	-
. Gardening	**Instyle** . 3-year landscape maintenance service	01-Jul-24 30-Jun-27	N3
. Lift Floor Mats	**Lift Mats Owned by IQ Apartments**	-	-
. Roller Gates & Shutters	**Capital Doorworks** . 3-year preventative maintenance service	01-Jul-24 30-Jun-27	N3
. Auto Glass Doors to Foyers	**Tormax Automatic** . 2-year preventative maintenance & compliance service	08-Nov-11 07-Nov-21	N3
. Waste Bins & Garbage Chutes	**ACT Wheelie Clean** . 3-year cleaning service	01-Oct-21 30-Sep-24	N3
. Rubbish Bin Lifter	**Wastech Engineering** . 1-year preventative maintenance service (and garb chute handles)	12-Feb-18 11-Feb-21	N4

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

SCHEDULE DETAILS

ITEM / ASSET	DESCRIPTION / DETAILS	START / EXPIRY	NOTES
- Sustainability / Utility Infrastructure			N1
. Solar Power	**Capital Solar Maintenance Pty Ltd** . preventative maintenance & compliance service	01-Jul-24 30-Jun-27	N4
. EV Charging	**Jet Charge Pty Ltd** . 2-year preventative maintenance & compliance service	19-Oct-22 18-Oct-24	N4
- General / Occasional / Backup Maintenance (BU)			N1
. General	**PWC Property Works** . Comprehensive general maintenance, etc (1300 782 288)	-	-
. FOX / FTA	**Clayton** . Occasional (0438 375 521)	-	-
. Intercom	**Solutions Energy Services Pty Ltd (Shepherds)** . All apartment intercom repairs (6169 3998)	-	-
. Electrical (Backup)	**Maritex Commercial Pty Ltd** . Backup, Emergency (0412 557 155)	-	-
. Plumbing (Backup)	**Laser Plumbing Pty Ltd** . Backup, Emergency (6262 6666)	-	-
. HVAC (Backup)	**HVAC Canberra Pty Ltd** . Backup, Emergency (0412 127 658)	-	-
. Garage Drs (BU)	**ACT Doorland** . Backup, Emergency (0416 024 374)	-	-
. SMEG Applianaces	**DBS Appliance Service** . Service to all SMEG applainces (6297 2262, 0409 618 919)	-	-
- Documents / Manuals / Other			N2
. Warranties & Guarantees	((	-	-
. Operation & Maintenance	(Refer Building Documentation (	-	-
. Certifications	((	-	-
. Drawings	((	-	-

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

CONTACT DETAILS

ITEM / ASSET	DESCRIPTION / DETAILS / CONTACTS	START / EXPIRY	NOTES
- Major Building Services			N1
. Electrical	**Pacific Facilities Management Pty Ltd** . 3-year preventative maintenance & compliance service	01-Jul-24 30-Jun-27	N3
	. 6262 4673 justinh@pacificfm.com.au	www.pacificfm.com.au	
. Mechanical	As above	-	-
. Hydraulic	As above	-	-
. Fire Safety	**360 Degree Fire Pty Ltd** . 5-year preventative maintenance & compliance service	01-Jul-20 30-Jun-25	N3
	. 6299 0006	www.360degree.net.au/	
. Security	**Smart Design Security Solutions Pty Ltd** . 3-year preventative maintenance service	01-Jul-24 30-Jun-27	N3
	. 0426 252 575 anthony@smartdss.com.au	www.smartdss.com.au	
. Lifts	**Kone Elevators Pty Ltd** . 5-year preventative maintenance & compliance service	01-Jul-22 30-Jun-25	N3
	. 6123 2600 KEA.ServiceCentre@kone.com	www.kone.com.au	
. Cleaning - general	**Dimeo Cleaning Services Pty Ltd** . 3-year general cleaning & building management services	01-Jul-24 30-Jun-27	N3
	. 0412 179 425 customerservice@dimeo.com.au	www.dimeo.com.au	
- Building Components			N1
. Carpet - corridors	**Dimeo Cleaning Serivces Pty Ltd** . 3-year cleaning service (public corridors & foyer entries)	01-Jul-24 30-Jun-27	N3
	. 0412 179 425 customerservice@dimeo.com.au	www.dimeo.com.au	
. Windows	**Vertical Rope Access** . 3-year cleaning contract (incl height safety systems certification)	01-Jul-24 30-Jun-27	N3
	. 0406 338 872 eben@vracanberra.com.au		
. Extenal Walls	**Visual inspection** . periodical inspection - no set contract	-	-
. Roofing	**Pacific Facilities Management Pty Ltd** . 3-year preventative maintenance & compliance service	01-Jul-24 30-Jun-27	N3
	. 6262 4673 justinh@pacificfm.com.au	www.pacificfm.com.au	
. Gutters	As above	-	-
. Downpipes	As above	-	-
. Gardening	**Instyle** . 3-year landscape maintenance service	01-Jul-24 30-Jun-27	N3
	. 6161 6317 aaron.woods@instyleplants.com.a	www.instyleplants.com.au	
. Lift Floor Mats	**Lift Mats Owned by IQ Apartments**	-	-

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

CONTACT DETAILS

ITEM / ASSET	DESCRIPTION / DETAILS / CONTACTS	START / EXPIRY	NOTES
. Roller Gates & Shutters	**Capital Doorworks** . 3-year preventative maintenance service . 6260 2252 info@capitaldoorworks.com.au www.capitaldoorworks.com.au	01-Jul-24 30-Jun-27	N3
. Auto Glass Doors to Foyers	**Tormax Automatic** . 2-year preventative maintenance & compliance service . 1800 608 000 service@tormax.com.au www.tormax.com.au	08-Nov-11 07-Nov-21	N3
. Waste Bins & Gargabe Chutes	**ACT Wheelie Clean** . 3-year cleaning service . 0405 104 745	01-Oct-21 30-Sep-24	N3
. Rubbish Bin Lifter	**Wastech Engineering** . 1-year preventative maintenance service (and garb chute handles) . 1800 465 465 info@wastech.com.au wastech.com.au	12-Feb-18 11-Feb-21	N4
- Sustainability / Utility Infrastructure			N1
. Solar Power	**Capital Solar Maintenance Pty Ltd** . preventative maintenance & compliance service . 0424 194 669 info@capitalsolarmaintenance.cor www.capitalsolarmaintenance.com.au	01-Jul-24 30-Jun-27	N4
. EV Charging	**Jet Charge Pty Ltd** . 2-year preventative maintenance & compliance service . 1300 856 328 info@jetcharge.com.au www.jetcharge.com.au	19-Oct-22 18-Oct-23	N4
- General / Occasional / Backup Maintenance (BU)			N1
. General	**PWC Property Works** . Comprehensive general maintenance, etc (1300 782 288)	-	-
. FOX / FTA	**Clayton** . Occasional (0438 375 521)	-	-
. Intercom	**Solutions Energy Services Pty Ltd (Shepherds)** . All apartment intercom repairs (6169 3998)	-	-
. Electrical (Backup)	**Maritex Commercial Pty Ltd** . Backup, Emergency (0412 557 155)	-	-
. Plumbing (Backup)	**Laser Plumbing Pty Ltd** . Backup, Emergency (6262 6666)	-	-
. HVAC (Backup)	**HVAC Canberra Pty Ltd** . Backup, Emergency (0412 127 658)	-	-
. Garage Drs (BU)	**ACT Doorland** . Backup, Emergency (0416 024 374)	-	-
. SMEG Applianaces	**DBS Appliance Service** . Service to all SMEG applainces (6297 2262, 0409 618 919)	-	-
- Documents / Manuals / Other			N2
. Warranties & Guarantees	((	-	-
. Operation & Maintenance	(Refer Building Documentation (	-	-

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

CONTACT DETAILS

ITEM / ASSET	DESCRIPTION / DETAILS / CONTACTS	START / EXPIRY	NOTES
. Certifications	(	-	-
. Drawings	(	-	-

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

FIRE SAFETY MAINTENANCE

REF	ITEM - FIRE SAFETY	Month		6-Month		12-Month		5-Year		Dates	
		x	✓	x	✓	x	✓	x	✓	Last	Prev
	- Symbols	🔴	✅								
F-01	- Fire Detection / FIP	🔴	✅	🔴	✅					31-Jul-24	24-Jun-24
F-02	- Sound System (check / major)	🔴	✅					🔴		31-Jul-24	###### ####
F-03	- Fire Sprinklers (check / major)	🔴	✅	🔴	✅			🔴		31-Jul-24	05-Jun-24
F-04	- Fire Pumps	🔴									
F-05	- Hydrants / Boosters (check / major)			🔴	✅			🔴		12-Jun-24	07-Dec-23
F-06	- Fire Extinguishers (check / replace)			🔴	✅			🔴		13-Jun-24	07-Dec-23
F-07	- Hose Reels			🔴	✅					07-Dec-23	09-Dec-22
F-08	- Emergency Lighting			🔴	✅					24-Jun-24	15-Dec-23
F-09	- Fire Doors			🔴	✅					07-Jun-24	07-Dec-23
F-10	- Security Interface Testing					🔴					
F-11	- Passive Fire Penetrations					🔴	✅			20-Jul-22	
F-12	- Passive Fire Maintenance					🔴	✅			20-Jul-22	
F-13	- Detection							🔴			
	- FIP Batteries			2-Yearly ---->>				🔴	✅	08-Apr-24	
-	- Annual Fire Safety Certificate					🔴	✅			11-Jul-22	

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

PREVENTATIVE BUILDING MAINTENANCE

REF	ITEM - MECHANICAL	Month		3-Month		6-Month		12 -Month		Dates	
		x	✓	x	✓	x	✓	x	✓	Last	Prev
	- Symbols	🔴	✅								
M-01	- CO Sensors (12)					🔴	✅			02-Jul-24	29-Sep-23
M-02	- Exhaust Fans (4)			🔴	✅					02-Jul-24	14-Dec-23
M-03	- Inlet Fans (10)			🔴	✅					02-Jul-24	14-Dec-23
M-04	- Sump Pumps (1 system)			🔴	✅					19-Sep-22	20-Jun-22
M-05	- Mechanical Switchboard (1)			🔴	✅					14-Dec-23	29-Sep-23
	ITEM - HYDRAULICS										
H-01	- RPZ Valves (11)							🔴	✅	19-Sep-23	28-Sep-22
H-02	- TMV (1)							🔴	✅	18-Sep-23	28-Sep-22
H-03	- Roof/Gutter Inspection & Report							🔴	✅	18-Sep-23	22-Sep-22
H-04	- Hot Water Units & Report (18)							🔴	✅	01-Dec-23	01-Nov-22
H-05	- Single Point HWU							🔴			
H-06	- HW Circulation Pumps & Report (4)							🔴	✅	08-Mar-24	18-Sep-23
H-07	- Domestic HW Unit							🔴			
H-08	- Floor Waste Flood Test & Report (10)							🔴			
H-09	- Grated Drain & Report (99m)			🔴	✅					18-Sep-23	26-Sep-22
H-10	~~- Rain Water System~~										
H-11	- Buffer Tank HW Minor Service (4)							🔴	✅	26-Sep-22	
H-12	- Stormwater Pit Inspection & Report (4)							🔴	✅	07-Mar-24	26-Sep-22
H-13	- Trade Waste Pit Inspection & Report							🔴	✅	19-Sep-23	28-Sep-22
H-14	~~- Spell/Squid Clean & Report~~										
H-15	~~- Rain Water UV System~~										
H-16	~~- Irrigation Pump~~										
H-17	- Stormwater / Grey Water Pump (2)					🔴	✅			07-Mar-24	19-Sep-23
H-18	- Water Meter Inspection & Report							🔴	✅	18-Sep-23	28-Sep-22
H-19	- Gas Meter Inspection & Report							🔴	✅	18-Sep-23	
	ITEM - ELECTRICAL										
E-01	- Switchboard Thermal Scans (10)							🔴	✅	06-Mar-24	10-Feb-23
E-02	- RCD Testing							🔴	✅	29-Nov-23	20-Jun-22
E-03	- Test & Tag							🔴			
E-04	- Lightng Run	🔴	✅							31-Jul-24	21-Jun-24

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

PREVENTATIVE BUILDING MAINTENANCE - LIFTS

REF	ITEM - LIFTS	Month		3-Month		6-Month		12 -Month		Dates	
		x	✓	x	✓	x	✓	x	✓	Last	Prev
	- Symbols	🔴	✅								
L-01	- Quarterly Preventative Maintenance										
	- Lift 01			🔴	✅					01-Aug-24	04-Jun-24
	- Lift 02			🔴	✅					01-Aug-24	04-Jun-24
	- Lift 03			🔴	✅					01-Aug-24	04-Jun-24
	- Lift 04			🔴	✅					01-Aug-24	04-Jun-24
	- Lift 05			🔴	✅					04-Jun-24	22-Feb-24
	- Lift 06			🔴	✅					04-Jun-24	22-Feb-24
	- Lift 07			🔴	✅					05-Jun-24	22-Feb-24
	- Lift 08			🔴	✅					05-Jun-24	22-Feb-24

IQ APARTMENTS - UP 4124

51- 53 Mort Street & 102 - 104 Northbourne Avenue, Braddon, 2612

PREVENTATIVE BUILDING MAINTENANCE - OTHER

REF	ITEM - OTHER	Month		3-Month		6-Month		12 -Month		Dates	
		x	✓	x	✓	x	✓	x	✓	Last	Prev
	- Symbols	🔴	✅								
EV-1	- EV Charging Stations - annual maintenance and tagging							🔴	✅	27-Mar-24	15-Dec-22
	- Station 3056 replaced 3 Feb 2023										
SP-1	- Solar Panel Installation - annual maintenance and tagging							🔴	✅	25-Mar-24	07-Feb-23
SP-2	- Solar Panel Installation - periodical panel clean							🔴	✅	13-Feb-23	
SS	- Security System - quarterly check			🔴	✅			\		11-Jul-24	###### ####
CD	- Capital Door Works - quarterly check			🔴	✅						
	Notes:										
	1. Major overhaul of GF Commercial Roller Shutter Apr 2024										

BRIDGE STRATA
ACT: Level 1, 4/55 Woolley Street, Dickson ACT 2602
NSW: Level 1 95-97 Monaro Street, Queanbeyan NSW 2620
PO Box 164, Jamison ACT 2614
E: admin@bridgestrata.com.au
P: 02 6109 7700

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN 4124

IQ Apartments, 51/53-102/104 Mort & Northbourne, BRADDON ACT 2612

The Annual General Meeting of The Owners - Units Plan 4124 was held at Via Zoom on Wednesday, 07 August 2024 at 06:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name	Representative
7	708	Yes	Alan Roach	Proxy to Robert Azzopardi
35	508	Yes	Robert & Josephine Azzopardi	
43	506	Yes	Tina Rhyne	Proxy to Robert Azzopardi
48	504	Yes	Kethesparan, Dharini	
49	505	Yes	S & K Catanzariti Property Pty Ltd	Steven Catanzariti
50	506	Yes	Kaylen Payer	
58	408	Yes	Eric Xianyang Lim	Absentee Voting
59	407	Yes	Michelle Crino	Absentee Voting
64	403	Yes	Karla McKay	Absentee Voting
81	303	Yes	Karamil, Kiran	Proxy to Anthony Barilaro
90	202	Yes	Peter Devaney and Jane Devaney	
91	201	Yes	Elizabeth Delaney & Peter J V D Niet	
112	105	Yes	Emma Birch-Marston	
126	704	Yes	Alex & Anna Lu	Proxy to Anthony Barilaro
140	605	Yes	Jiaying Goh	
142	603	Yes	Julia and Robert Hawkett	
144	604	Yes	Clare McMahon	
156	504	Yes	Johanna Amelia Butler	
157	503	Yes	Gavin Norman & James Alchin	
162	507	Yes	Mary Camilleri	Proxy to Robert Azzopardi
163	508	Yes	Rodrigo Gonzalez	
167	508	Yes	Jack Adolph	
208	206	Yes	Emily Crowley	
216	208	Yes	Li Guan	
217	107	Yes	Philip Ellings	Absentee Voting
219	105	Yes	Neil McRitchie	Proxy to Robert Azzopardi
228	101	Yes	Gordon & Leonie Walsh	Proxy to Robert Azzopardi
233	108	Yes	Anthony & Karen Barilaro	
236	5	Yes	NVC Property Group Pty Ltd	Nominee - Elisabeth Adamson
237	4	Yes	NVC Property Group Pty Ltd	Nominee - Elisabeth Adamson
238	3	Yes	NVC Property Group Pty Ltd	Nominee - Winston Oakes
239	2	Yes	NVC Property Group Pty Ltd	Nominee - Winston Oakes

Jan Browne and Craig Bowditch as Strata Managers declared the meeting open.

Reduced Quorum: The meeting opened and noted that a quorum was not reached. With the consent of those present, the meeting progressed under the Reduced Quorum pursuant to Section 3.10 of the *Unit Titles (Management) Act 2011* which reads that a Reduced Quorum decision is disallowed if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote on the relevant motion at the time of signing.
Items on the agenda were discussed while the meeting waited the 30 mins until 6.00pm.

Liability limited by a scheme approved under Professional Standards Legislation

1 CHAIRPERSON

Confirmation of Chairperson - Anthony Barilaro with the Managing Agent assisting as a facilitator.

2 MINUTES

Resolved that the minutes of the last general meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

3 EXECUTIVE COMMITTEE REPORT

Resolved that the Executive Committee present their report including an update on the works at the complex.

Anthony Barilaro spoke to the Chairperson's report with the meeting accepting said report. Anthony also reminded the meeting of the following Meeting Protocols -

- *Rules of Debate - One person speaking for the motion and another against*
- *Respectful Discussion*
- *Respectful of other differing opinions*

4 FINANCIALS

Robert Azzopardi as the treasurer spoke to the Treasurer's report and the supporting financial documents.

Resolved that the financial statement as prepared for the financial year ending 30/06/2024 be accepted.

5 AUDIT

Resolved that the Owners Corporation appoint an auditor to audit the accounts and financial statements of the owners corporation.

6 FIRE SAFETY REPORT

Resolved that the Owners Corporation obtain a 12 month fire certificate.

7 BUILDING DEFECTS

Owners who are aware of any defects are requested to advise the Executive Committee and/or Manager.

NO VOTE

8 MAINTENANCE PLAN

Resolved that the Owners Corporation continue their Maintenance Schedule for the ongoing maintenance of the common property as circulated with the notice of this meeting.

Liability limited by a scheme approved under Professional Standards Legislation

9 INSURANCES

NB: Discussion took place on the previous renewal with members of the previous committee speaking for and against the decision to go with the original Suggested Sum Insured as recommended by the insurance company. It was also noting that the previous AGM motion had potentially limited the EC's ability to review the building sum insured. Accordingly, the EC were keen for the AGM to give the EC more direction on how to establish/review the appropriate amount to insure the building for at renewal.

MOVED by majority vote that the OC obtain a valuation prior to renewal with referral to the Executive Committee and confirm Office Bearers Liability to be maintained at current level.
MOTION CARRIED

10 COMMISSION/TRAINING REPORT

THAT the Owners Corporation consider the following report by the Strata Managing Agent on commission and training services received during the reporting period, and which are estimated to be received in the next reporting period.

Comms - $15,596.81 incl gst
Anticipated Comms - $16,400.00 incl gst
Training - Bridge Strata arranges and pays for all staff training as required. No training has been received as compensation for services. As members of the SCA ACT, Bridge Strata follows the industry's best practice guidelines regarding disclosure requirements.
NO VOTE REQUIRED

11 BUDGET

Resolved that:

(a) the Owners Corporation estimates that in respect of the period ending **30/06/2025** it will need to credit to its administrative and sinking funds for actual and expected expenditure referred to in those subsections the amounts set out in the **General Funds Budget** pursuant to *Sections 75 and 81* of the *Unit Titles Management Act 2011* that was attached to the notice of the meeting at which this resolution was passed; and

(b) the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:
  (i) to the administrative fund, the sum of **$592,350.00 including GST**; and
  (ii) to the sinking fund, the sum of **$333,947.90 including GST**; and

(c) those amounts are to be paid by regular equal Quarterly instalments due on the **27/09/2024** and subsequent instalments being due on **27/12/2024, 27/03/2025, 27/06/2025**.

12 EXECUTIVE COMMITTEE

The following members nominated for the Executive Committee:

Winston Oakes, Elisabeth Adamson, Robert Azzopardi *,

Peter Van Der Niet, Steven Catanzariti

Resolved that:

(a) the number of members to comprise the Executive Committee for this year be determined at **5** and the Executive Committee be elected; and

(b) the Owners Corporation elects a representative to act as the nominated point of contact with the Managing Agent.

The following members on consenting to nomination OR lodging a nomination were elected.

Winston Oakes, Elisabeth Adamson, *Robert Azzopardi,
Peter Van der Niet, Steven Catanzariti

***Additional notes to Election of the Executive Committee. -**

Following the resolution on the Resident Manager Position, Robert Azzopardi resigned from the Executive Committee.

MOVED that the number of members be determined at **3**.
Discussion took place with this number noted.
A foreshadowed motion recommended the number be **5**.
The original motion was PUT and declared **LOST.**
MOVED that the number of members be determined at **5**.
MOTION CARRIED
As a result Anthony Barilaro nominated for the vacant position and resolved that this be accepted.

The committee will now consist of -
Winston Oakes, Elisabeth Adamson, Peter Van der Niet,
Steven Catanzariti, Anthony Barilaro,

13 ADEQUACY OF AUTHORISATIONS, DELEGATIONS AND APPOINTMENTS

Resolved that the owners consider that adequate authorisations, delegations and appointments are in place.

14 MINOR PROJECTS

Resolved that by Special Resolution the Owners Corporation add to common property with minor improvements, up to a maximum of $30,000, and to be funded from Owners Administration Funds (i.e. surplus), not as a separate levy.

The meeting discussed the nature of the proposed motion and it was noted that the intention was that in the event of a likely surplus, that funds be expended on improvements to the building rather than simply building up funds. Examples of projects that would be addressed would be :

- Upgrade Level 1 Podium Gardens (estimated cost $10,000)

- Addressing any outstanding WH&S issues

- Upgrade to communication room

15 FUTURE WORKS

Resolved that the Owners Corporation determines a future works and maintenance program for the complex for the next 12 months.
Any Projects as advised by the Executive Committee

16 RISK ASSESSMENT

Resolved that the Owners Corporation undertakes a risk safety assessment of common property areas in accordance with current Work, Health & Safety requirements.

17 RESIDENT MANAGER POSITION

Before voting took place it was noted that Robert Azzopardi had a monetary interest in the outcome and therefore it was appropriate that Robert Azzopardi be excluded from the voting, including any undirected proxies that Robert Azzopardi held on the motion.

The following motion was put:

That by Ordinary Resolution the Owners Corporation engage and confirm the Residents Manager position and roles, for an amount of $11,000 per annum
MOTION LOST by majority vote
Voting 5 for - 17 against

18 GENERAL BUSINESS

No General Business raised

19 APPOINTMENT OF MANAGING AGENT

Resolved that in accordance with the *Unit Titles (Management) Act 2011* that:

(a) Bridge Strata P/L be appointed as Manager of Units Plan No 4124

(b) The owners corporation delegate to the Agent all of the functions of

(i) the owners corporation (other than those listed in the Act); and

(ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement; and

(c) the delegation to the Agent is to be subject to the condition and limitation in the Agreement.

20 RESTRICTING ACCESS TO EV RESTRICTING ACCESS TO EV CHARGING STATIONS

That by Ordinary Resolution the Owners Corporation grant an easement on common property for the sole purpose of electric vehicle charging at the designated EV charging station locations, and the associated pavement markings and signage be funded from Owners Administration Funds.
MOTION LOST

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21 LEGAL COSTS

Resolved that the Owners Corporation pursuant to 2.5 (c) of the Unit Titles (Management) Act 2011 approves the taking of legal action and subsequent costs associated with ACAT application against the owners of unit 206/102 for breaches of the Owners Corporation Rules relating to floor coverings.

The outgoing EC explained the background to the legal action taken against Unit 206/102 for breaching Owners Corporation Rules relating to flooring coverings. The matter had been quite protracted and the purpose of the motion was to provide the OC with the necessary authority to expend more than $10,000 to progress the matter. Jiaying as the EC rep reported that earlier on 7 August 2024, the owner of Unit 206/102 has appeared to agree to rectify their flooring as per the breach notice and therefore it is expected that the matter will now be able to be finalised in the near future. The meeting queried whether the legal costs incurred could be recovered from the owner. This was discussed but there was no clear answer, so this would be a matter for the incoming EC with the assistance of their legal representative, Proctor Legal, to ascertain.

Resolved that the Owners Corporation pursuant to 2.5 (c) of the Unit Titles (Management) Act 2011 approves the taking of legal action and subsequent costs # associated with ACAT application against the owners of unit 206/102 for breaches of the Owners Corporation Rules relating to floor coverings.

Refer to the costs proposal from Proctor Legal as circulated prior to the AGM.

CLOSURE: There being no further business, the meeting closed at 08:03 PM.

Bridge Strata P/L
Units Plan Manager for Units Plan 4124

Jan Browne
Units Plan Portfolio Manager

ARE YOU CONNECTED?

The Owners Portal provides owners and committee members access to information relating to their plan and own personal details including but not limited to:

- Various Financial Reports
- Minutes of Meetings
- Agendas
- Levy Notices
- Insurances
- Work Orders
- Building Reports

If you wish to use this service, please email your request to admin@bridgestrata.com.au with your details and your unique access details will be forwarded to you.

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Liability limited by a scheme approved under Professional Standards Legislation

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No. 4124
A2 Annual General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made – **7 August 2024**

Tick applicable box, or both boxes if applicable:

☒ **Regularly Convened**
The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3).

☐ **Convened after adjournment**
The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

A3 Reduced quorum decisions
[*If there is insufficient space here, tick* ☐ *and attach details to the notice]*

Date of Decision	Full text of reduced quorum decision
7 August 2024	See attached Minutes

A4 Owners corporation declaration
The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.

Janet L Browne

……..
Date 20/08/2024

THE OWNERS - UNITS PLAN 4124
Common Seal

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 *What is a reduced quorum decision?*

- A ***reduced quorum*** is a decision of a general meeting of the owners corporations made while a quorum (a *reduced quorum*) smaller than ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule3).

- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

- If, within ½ an hour a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date** of effect) (UMTA s3.11 (1), part 3.1, schedule 3).

- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (3), part 3.1, schedule 3).
The petition must-

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

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

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

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

- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

EXECUTIVE COMMITTEE MEETING MINUTES

IQ APARTMENTS - UNITS PLAN NO. 4124

102-104 NORTHBOURNE AVENUE &

51-53 MORT STREET BRADDON ACT 2612

Venue: Zoom Teleconferencing

Date: 18th September 2024

Time: 5:30 PM (scheduled); 5.31PM (commenced)

ATTENDEES, APOLOGIES, NOMINATIONS

Present

(EC): Steven Catanzariti (SC), Winston Oakes (WO), Anthony Barilaro (AB), Peter Van der Niet (PVN), Elisabeth Adamson (EA)

(Bridge Strata): Jan Browne (JB), Craig Bowditch

(Owners): Rob Azzopardi, Neil McRitchie, Lynee Hanrahan, Mary Camilleri, Michelle Crino, Yoko, Manuel Thanusshaan, Tanya Jones Hua Wu, Craig Dawson, Adam Gordon, Simon Madden.

Conflict of Interests to be noted -

SC noted he obtained assistance on some topics from his father in law, a former EC member.

1. MINUTES

That the minutes of the last EC committee meeting be confirmed as a true record of the proceedings of that meeting.

Voted and agreed - WO, Ant, PVN

Motion approved

2. FINANCIALS

That the executive committee consider financial reports ending 31 August 2024 and authorise the opening of an investment account for admin account surplus. -

Comments -

PVN (Treasurer)

- 9 items placed in wrong area; these are small discrepancies
- Water leak repair to unit above vet clinic to be paid by unit holders - to be clarified if this payment has been made.

SC

- queried if we have been overcharged for the last three months in relation to Strata fee management fees and asks that these be clarified before the financials can be accepted.
- Steven stated he was expecting a decrease in fees from our strata management fees based off last years figures and the contract that was voted on at the recent AGM.
- queries who approved the $7900 payment in August for an invoice that was clarified by the owner of unit, strata manager and former treasurer that this was the owners cost not the OC's cost. Original email dating back to February.
- raises concern who approved the payment of an invoice regarding a higher fee for the rubbish chute most recently, significant at $2300 rather than previous amounts around $600
- SC stated if the three queries were found to be overcharges and invoices that should not have been paid, that the money be deposited back into the OC accounts from Bridge as soon as possible.

Motion - To approve the position of the financials

Approved ((WO, EA, PVN)

Against (SC)

Motion approved.

NB - AB supports Steven in raising concerns regarding financials with the recommendation that the EC discuss and resolve any concerns regarding financials prior to EC meetings so can be approved without concern in future.

All queries raised by Steven during the meeting to be clarified by PVN (treasurer) and Bridge Strata.

3. ALLEGED BREACHES OF THE UTMA

Concerns were raised regarding the AGM that there were alleged breaches of the UTMA including the following

a) An Absentee Voting Form was NOT included in the AGM Papers. This MUST be included as per UTMA, Schedule 3, 3.7 (2) (b) (Ref ATT 1)

b) Owners who could not vote at the AGM on certain motions were NOT advised prior to the AGM as per UTMA, Schedule 3, 3.7 (1) (b) (Ref ATT 1

Bridge Strata has issued a response to the allegations.

Motion: That the EC support the assertion that a breach has occurred

Comments

WO (chair)

- raised that people DID vote using absentee voting in the AGM

- that the same process was used previously in the two previous AGM without concern or dissent

- that the outgoing EC approved process prior to AGM

- asked to clarify who has breached UTMA? It was concluded that the proposed breach was made by Bridge Strata and the previous three years of outgoing EC

- queried what changes would occur if breaches were made? Noted that a petition regarding this matter received 20 notes of concern; a further AGM would have been required if 25% or more of owners had lodged concern within 28 days.

SC

- SC noted the agenda for the AGM was not a form

- SC provided clarification by using UTMA snippet as background on his zoom picture.

- is concerned a breach has occurred and his opinion is that the current EC should report the outgoing previous 3 years EC and Bridge to ACAT for adjudication.

- feels it is irrelevant that the same process was followed as the previous 2 AGM and that as we are now aware of the breach we must take action.

- acknowledges he did not pick up on it at the time. He was part of the outgoing EC and is on the current EC. Steve points out that once he was aware of the alleged breach he took action to bring this to the attention of the current EC.

- recommends another AGM would need to be held. Steven stated many people didn't have the the opportunity to vote or attend.

- Requested twice for the two representatives from Bridge Strata to respond to the concern that a breach had occurred. The chair responded that as this was an EC meeting and matter Bridge Strata did not have to respond.

PVN

- asked what SC wants to achieve?

- assures that this EC will ensure it will be done correctly in future.

AB

- raises that previous EC had no concerns in the 2 weeks leading up to AGM (noting AB was part of the outgoing EC and is on the current EC)

WO

- recommends that SC can pursue with ACAT if he wishes for clarification, noting that the outgoing EC and Bridge Strata were responsible for provision of AGM paperwork

EA

- Raised that ACAT can be a time consuming process and in fairness to all owners it is important for the EC to be able to move forward and function effectively to protect owners and the IQ apartments.

Motion: That the EC support the assertion that a breach has occurred

Yes - SC

NO - WO/ PVN/ AB/ WO/ EA

Motion defeated.

4. USE OF OWNERS EMAILS & PHONE NUMBERS BY UNAUTHORISED PERSONS.

Motion: That a RIN be issued to any non Executive Committee member using email/ phone contacts of residents for unauthorised communication.

SC advised the EC that a rule infringement notice (RIN) can only be given against a rule in the Owner's Cooperation Rules, as per section 109 of the UTMA

LA queried if this was in the Owner's Cooperation Rules and determined it was not in the Owner's Cooperation Rules.

SC acknowledged we do not want OC members feeling harassed and raised concerns that the motion was written in a way that was not lawful, and that we cannot prohibit people from speaking to each other.

PVN

Unauthorised use of email/ phone contacts of residents for communication by any owner outside the EC is a breach of privacy.

Motion: not approved (WO, PVN, AB, SC, EA)

EC does not condone unauthorised contact and unauthorised contact will be regarded as a breach of privacy.

5. FIRE MAINTENANCE CONTRACT 360 Degrees

Motion: That Peter Van der Niet as treasurer to contact Fire 360 to discuss the list for maintenance and report back to EC to enable a decision.

Motion approved (WO, AB, PVN, SC, EA)

6. POINT OF CONTACT

That a member of the executive committee be elected to be the schemes point of contact to interact with the strata managing agent.

SC recommended SC be the point of contact, considering his ongoing work on the EC.

Jan put forward secretary for secretarial matters, treasurer for treasurer, chair for other. Jan stated she was not comfortable with SC being the schemes point of contact.

WO raised that Bridge Strata are employees of EC. The EC must therefore ensure psychosocial safety of the Strata managing group employees.

SC stated that he sent 32 emails in the last week to Bridge Strata. Thirteen of these were regarding the same topic and did not receive a response. SC raised concern he feels bullied and ignored.

Conclusion - Schemes point of contact are as follows

PvdN - all financial matters

LA - all secretarial matters

WO - all other matters

7. FUTURE PLANNING

That the Executive Committee determine a course of action in relation to the below –

1. **Interim Building Managers options**

WO summarised current position. The previous building manager, Will, is on long-service leave and that Brad is acting in his role. His employer has stated Will will return but we have no known date of return. WO proposes that we start to investigate what other options we have eg. go out to tender.

Jan clarified that the current EC can approve Brad monthly. If an ongoing position is to be appointed the EC will require an OC vote.

SC asked if Brad is doing the same amount of work or the full service?

PVN is to clarify the contract and position statement for the building manager.

NB OC vote is required if appointing an ongoing position; the current EC can approve Brad monthly.

2. **Cleaning contract inclusions**

PVN to clarify the contract and cleaning inclusions

3. **Access to the CCTN room and remote access**

WO raised that this is a major privacy concern. There has been inappropriate access in the last 4 weeks. Locks have now been changed (10 days ago) and WO raised that inappropriate access should be reported to the police and a police report recorded.

4. **Keys and swipes access**

The previous resident's manager still has keys. Steven is the EC point of contact with the previous resident's manager and will ensure keys are returned to Bridge Strata.

Motion - all in favour (WO, PVN, EA, AB, SC)

8. APPROVAL 206/102

Motion: That the executive committee consent to the installation of flooring from unit 206/102 Nortbourne in line with application.

PVN

- reports that Bare floor testing Delta triangle is what the change is when the floor coverings are placed. (Delta = change in attenuation) This is subtracted from bare rating for floor. We don't have a bare rating for floors in IQ complex. So we have a rule that is not fit for purpose. We either need to have our floors tested or we need to remove this rule.

- raises the concern the current OC rule is not fit for purpose, based on the Australian Building Standards which he has paid to access.

SC

- needs time to consider this new information and asks for 7 days to consider.

WO

- comments this matter has thus far cost the OC $15000 for legal advice and that owner in the matter has made some compromise

SC

- summarised that no flooring application was provided and that a new floor was installed without approval. This was determined by the previous resident's manager and when Jan tried to communicate with the owner, the owner was unwilling to provide details for sometime. Legal advice resulted in an ACAT hearing and then an application was put in.

WO proposes -

Review of flooring rule to ensure OC have a clear and transparent rule for floor replacements in future.

Voting in 7 days for the current approval 206/102.

End of meeting 7.10pm.

EXECUTIVE COMMITTEE MEETING MINUTES
IQ APARTMENTS - UNITS PLAN NO. 4124
102-104 NORTHBOURNE AVENUE
51-53 MORT STREET BRADDON ACT 2612

Venue: Zoom Teleconferencing
Date: 15th November 2024
Time: 5:30 PM (scheduled and commenced)

ATTENDEES

EC: Winston Oakes (WO) – chairperson, Peter Vanderniet (PVN) – treasurer, Elisabeth Adamson (EA) – secretary, Steven Catanzariti (SC),), Anthony Barilaro (AB) – NB late arrival 5.43pm.
Bridge Strata: Jan Browne (JB), Craig Bowditch (CB)
Nomination: Emma Birch-Marston (EBM)

Quorum - achieved.
Chairperson – Winston Oakes

1. That the minutes of the last EC committee meeting be confirmed as a true record of the proceedings of that meeting.
Voted and agreed - WO, AB, PVN, SC, EA
Motion approved

2. That the Executive Committee accept the resignation of Anthony Barilaro from the Executive Committee and appoint Emma Birch-Marston to the vacant position.

Motion approved

Thanks from all current EC members on behalf of the OC for all the work Anthony has done over several years.
The EC welcome Emma and are very pleased to have an owner- resident join the EC to provide a much needed perspective.

3. That the Executive Committee accept the financial statements to 31 October 2024 including the ongoing payment of management fees to the strata manager noting previous correspondence that the original agreement is still in place and the passing of the budget vindicated the fee.

The EC discussed that a discrepancy in Strata Management fees had been identified. The EC discussed that human error (clerical error) is the reason behind this and that this was an honest mistake. The issue specifically relates to the 2024 AGM, where Bridge Strata stated their fee of **$86,500 was inclusive of GST.** Bridge Strata later advised that this is incorrect, and it should **Excl GST.** The EC to budget shows that **$86,500 excl GST** was budgeted.

The EC noted reservations from a member that any resolution cannot be voted on at an Executive Committee Meeting and that the requirement is to go to a general meeting to have this voted on by the owner's cooperation (OC).

Revised Motion - That an Extra General Meeting is to be called with a motion to rescind the AGM motion 19, and correct the clerical error to fees within the AGM Notes from $86 625.00 GST inclusive to $86 625.00 ex GST. The GM to rescind that motion is to be scheduled as soon as possibles. In the meantime, fees arebto be paid as per budget and Bridge Strata will reimburse the OC should the motion to rescind and correct the clerical error fail.

All Voted Yes, noting an EC member did have reservations regarding payment of the current fees while this is addressed.

4. THAT the Executive Committee authorise the engagement of an Acoustic Consultant to assess IQ Building Structure in relation to noise transference.

The OC rules on flooring aim to create an environment with minimal sound transference. The current rules are difficult for owners to work out what products are suitable and difficult for the EC to confidently approve. An acoustic consultant assessment and report would mean owners would have a list of approved products and would also be able to pay for assessment of products not yet listed; he onus of assessment would be removed from the EC. This would be a significant cost but a one-off cost and should include assessment of common areas and commercial spaces. The EC are all in favour of presenting this option to the OC at the EGM.

Revised Motion to be presented to all owners at the EGM THAT the Executive Committee engage an Acoustic Consultant to assess IQ Building Structure in relation to noise transference.

5. THAT the Executive Committee determine a course of action in relation to the ongoing failure of the intercoms.

Intercoms are breaking frequently with a significant cost to repair ($717 each). Whilst at some point complete intercom replacement will be required, this will be a huge cost. Most commonly, the repair involves a qualified electrician replacing the internal module.

Plan – SC to ascertain cost for Pacific electrician to replace modules and investigate stockpiling modules for intercom repair.

6. THAT the Executive Committee determine a course of action to address the complaints from an owner in relation to staining of ground floor carparking area.

Assessment - SC and PVN assessed the ground floor carparking area at length. Cleaning of the area of concern was evident and deemed as appropriate. SC and PVN request that cleaning as per the supplied protocol to the EC in October 2023 continue.

The following concerns were raised following the inspection of the ground floor carpark, bin rooms and garden areas.

a) All rubbish rooms are a health hazard, with rubbish and dirty liquid across the floors and walls.
b) Fans are not working on three rubbish chutes
c) Leaks are evident on the ceiling from the garden floor due to the poor condition of tiles and the lack of maintenance of garden drainage (the latter under Pacific contract).

Plans

a) **SC and PVN to form a subcommittee to plan for atrium repair. If any owners wish to be involved, please contact SC via email at scat10@rocketmail.com**
b) **Establish a design and gain an estimate for the upgrading of the bin area, including installation of appropriate bin chutes and bin fans, cleaning and watertight coating of the walls and sealant around the columns, to be presented at the AGM.**
c) **PVN/ EBM to form a sub-committee to present a proposal to the OC to ensure the basement driveway is safe and the risk of transformer failure at the driveway kiosk is removed.**
d) **JB to request Dimmeo to removal equipment being stored in the bin storage area adjacent to Avis.**
e) **JB to establish if the motor vehicle with a cover has in fact been abandoned.**
f) **JB to request Will to place a notice on the compost bin on site on the Mort St entrance establishing if still being used. If no contact is made prior to mid-December, the bin will be disposed of.**
g) **JB to send a letter to the commercial property using a common electrical power point, noted by SC/ PVN on inspection of the ground floor.**

8. THAT the Executive Committee endorse the proposal for additional days for the building manager as per recommendation from Pacific FM with final contract to be resolved at a future general meeting.

Will is now the building manager representing Pacific FM, an excellent outcome as he knows the IQ building well. The final contract needs to be resolved at a general meeting. The scope of work is greater than the three days he is currently doing and needs to be redefined.

Plan
That at the extra General Meeting a final contract is resolved for the building manager. That the OC is given the option of a resident's manager in addition to the building manager, but with a review of the OC rule to ensure that a resident manager cannot be a member of the EC.

9. Other business and next meeting.

WO proposes 4th December for EGM and Agenda to be finalised by 20th November.

Meeting closed 8.04pm.

BRIDGE STRATA
ACT: Level 1, 4/55 Woolley Street, Dickson ACT 2602
NSW: Level 1 95-97 Monaro Street, Queanbeyan NSW 2620
PO Box 164, Jamison ACT 2614
E: admin@bridgestrata.com.au
P: 02 6109 7700

MINUTES OF A GENERAL MEETING OF THE OWNERS - UNITS PLAN 4124

IQ Apartments, 51/53-102/104 Mort & Northbourne, BRADDON ACT 2612

The General Meeting of The Owners - Units Plan 4124 was held on Wednesday, 11 December 2024 commencing at 5:30 PM via Zoom.

PRESENT:

Lot #	Unit #	Owner Name/Reprentative
6	701	Yu-Yun Chen
7	708	Alan Roach
8	707	Jade & Leisa Barton
26	606	Lynne Hanrahan
35	508	Robert Azzopardi
41	508	Vanna De Villa
58	408	Eric Xianyang Lim
59	407	Michelle Crino
86	208	Elizabeth McAnulty
91	201	Peter Van Der Niet
112	105	Emma Birch-Marston
176	406	Dylan and Sarah McKenzie
213	202	Nigel Davies
236	5	Winston Oakes
237	4	Winston Oakes

ABSENTEE VOTING:

23	601	Dahong Tang and Hua Wu
37	501	Yuko Raimoto
44	505	Robert Moten
64	403	Karla McKay
65	404	Dabin Li
103	108	Elroy Coutinho
109	108	AYTA Holdings Pty Ltd
125	705	Murvic Super Fund PTY LTD atf Murvic Super Fund
137	708	Steven & Cheryl Laredo
148	608	Alistair Booth
151	609	Yuko Raimoto
152	608	Simon Madden
162	507	Mary Camilleri

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163	508	Rodrigo Gonzalez		
165	502	Kimberly Robinson		

PROXIES:

49	505	S & K Catanzariti Property Pty Ltd	F/O	Steven Catanzariti
233	108	Anthony & Karen Barilaro	F/O	Winston Oakes
238	3	NVC Property Group Pty Ltd	F/O	Winston Oakes
239	2	NVC Property Group Pty Ltd	F/O	Winston Oakes

Jan Browne & Craig Bowditch - Bridge Strata

Reduced Quorum: Craig Bowditch, as the Managing Agent, declared the meeting opened and noted that a quorum was not reached. With the consent of those present, the meeting progressed under the Reduced Quorum pursuant to Section 3.10 of the *Unit Titles Management Act 2011* which reads that a Reduced Quorum decision is disallowed if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote on the relevant motion at the time of signing.

1 ELECTION OF CHAIRPERSON

Winston Oakes to chair the meeting as the Chairperson of the Owners Corporation.

2 MINUTES

Proposed that the minutes of the last general meeting of the Owners Corporation be confirmed.
Carried.

3 RESCISSION MOTION

Considerable discussion took place regarding the issue and the proposed motion after which the following motion was put:

Proposed that the Owners Cooperation rescind the resolution/decision of Motion 19 of the AGM held on 7 August 2024, -

APPOINTMENT OF MANAGING AGENT

That in accordance with the Unit Titles (Management) Act 2011 that:

a) Bridge Strata P/L be appointed as Manager of Units Plan No 4124

(b) The owners corporation delegate to the Agent all of the functions of

(i) the owners corporation (other than those listed in the Act); and

(ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the

'additional services' as defined in the written agreement; and

(c) the delegation to the Agent is to be subject to the condition and limitation in the Agreement.

FOR: 9

AGAINST: 19

ABSTAIN: 3

Therefore the motion FAILED.

[Note to the Minutes: Due to the motion failing, the Manager on 13 December 2024 reimbursed the Owners Corporation $4,335 GST Incl.]

---------- Page.Break ----------

4 ACOUSTIC CONSULTANT

Considerable discussion took place regarding the issue and the proposed motion after which the following motion was put:

Proposed that the Owners Corporation provide approval of up to $15,000 to engage an Acoustic Consultant to assess IQ Building Structure in relation sound propagation with respect to floor covering applications and replacements.

FOR: 14

AGAINST: 17

ABSTAIN: NIL

Therefore the motion FAILED.

5 BUILDING MANAGER/CLEANER

Considerable discussion took place regarding the issue and the proposed motion after which the following motion was put:

Proposed that the Owners Cooperation (OC) give permission to the Executive Committee to renegotiate the terms of the contract with DIMEO cleaning services to address recent changes to management of the complex and withdrawal of the resident manager position; and employ Pacific FM contract for the building manager. The approval is for up to $150,000 (GST exclusive) combined for both services.

FOR: 16

AGAINST: 15

ABSTAIN: NIL

Therefore the motion was CARRIED.

6 STRATA MANAGER

It was initially suggested that the motion was "moot" due to motion 3 failing. However, after some discussion it was agreed that the motion should be voted on. Considerable discussion on the issue and the proposed motion then ensued, after which the following motion was put:

Proposed that the Owners Cooperation allow Bridge Strata to continue on as Strata Manager beyond the current contract until the next AGM which will be held in sometime between July and September 2025.

FOR: 11

AGAINST: 18

ABSTAIN: 1

Therefore the motion FAILED.

It was noted that this left the Owners Corporation in the position of needing to appoint/re-appoint a Manager post 1 June 2025. Considerable discussion ensued and it was noted that the Executive Committee would discuss the best way to address the appointing/re-appointing a Manager post 1 June 2025.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:00 PM.

Liability limited by a scheme approved under Professional Standards Legislation

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners-Units Plan No. 4124
A2 General Meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made – **11th December 2024**

Tick applicable box, or both boxes if applicable:

✔ **Regularly Convened**
The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3).

☐ **Convened after adjournment**
The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
11th December 2024	See attached Minutes

A4 Owners corporation declaration
The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.

Janet L Browne

……..
Date 20/12/2024

THE OWNERS - UNITS PLAN 4124
Common Seal

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

Part B General Information

B1 *What is a reduced quorum decision?*

- A ***reduced quorum*** is a decision of a general meeting of the owners corporations made while a quorum (a *reduced quorum*) smaller than ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, schedule3).

- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s3.9 (2), part 3.1, schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

- If, within ½ an hour a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date** of effect) (UMTA s3.11 (1), part 3.1, schedule 3).

- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (3), part 3.1, schedule 3).
The petition must-

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

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

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

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

- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

EC Meeting Minutes Tuesday 11th February 4pm. 4.04pm

Attendees
Winston Oakes (WO) – chairperson
Peter van der Niet (PVDN) – treasurer
Elisabeth Adamson (EA) – secretary
Steven Catanzarati (SC)
Emma Birch- Marston (EBM)
Robert Azzopardi (RA) – subcommittee member for assessing new Strata Manager
Neil McRitchie (NM) - subcommittee member for assessing new Strata Manager

Meeting commenced 4.04pm
NB. Jan Browne, Bridge Strata, commenced meeting and then departed meeting at 4.08pm.

1. **THAT the minutes of the last executive committee meeting be confirmed as a true record of the proceedings of that meeting.**

   *Yes
   PVDN, SC, EBM, EA, WO

2. **THAT the EC accept the recommendations of the subcommittee assessing EOI and quotes for the appointment of a new Strata Manager.**

   *Yes PVDN, SC, EBM, EA, WO

   1 SC recommend Vantage; 2 SC recommend First Choice

3. **THAT the EC schedule an extra General Meeting for the Owner's Corporation to accept the appointment and contract for the new Strata Manager on Thursday 27th February at 5.30pm.**

   *Yes PVDN, SC, EBM, EA, WO

   SC to ask new Strata Manager for permission to distribute contract for acceptance by OC.
   WO to let other companies know where we are up to in the process.

4. **THAT the financial report for the date ending 31/12/2024 has had errors corrected and the amended report is accepted today.**

   *Yes
   Yes – EA/ WO/ PVDN/ EBM
   Abstain - SC

   PVDN as treasurer discussed the corrections in detail

1) Returned overpayment of $3000, it has been returned
2) Consumables for Dimeo; bin liners and paper towels are not cleaning products so that is a cost to OC. This contract was negotiated and signed by the previous EC.
3) Water leakage; Owner reimburse $390.00
4) RIM corrected
5) Reconcile budget; no monthly budget so cannot be done
6) Corrections
7) Sinking fund now broken down to give greater transparency
8) ATO payment updated in report
9) Contract maintenance plan; window cleaning height safety is different for fans safety. Need infrastructure for fans on roof.

RA voiced concerns over items in current financial report (January 2025 – current) are incorrectly classified as sinking versus admin and vice versa. RA has offered to document all errors to correct prior to change in strata management company.

NM noted that certification should be performed by a different supplier to the provision of a service. The current EC has thus sought a quote for a Roof Safety Plan (agenda item 6).

5pm Helen Wu (Unit 601/102) joined
5.01pm NM left the meeting

5. **THAT an auditor be appointed to audit the accounts and financial statements of the Owner's corporation be appointed, as per Motion 5 of the AGM held on 7th August 2024. An audit is to be organised as early as possible in the new strata managing contract.**

*Yes PVDN, SC, EBM, EA, WO

The time frame for the next audit was discussed. This has usually occurred to correspond with the end of the financial year. Due to the change of managing Strata Companies, it was agreed to bring the audit forward and aim for the audit to be performed early in the new contract.

6. **THAT the EC approve the proposed Roof Safety Plan as quoted. The proposed safety items are required as a part of WHS legislation to be fitted for the necessary safety and maintenance work on the garage carbon monoxide exhaust fans and the garbage chutes fans can be undertaken. It is a requirement that these fans are checked and maintained regularly.**

Yes – SC, WO, EA, PVDN, EBM

There are 4 chute fans and 2 CO fans and additional detector fans (Pacific report detail). They are not working, and they are a health risk.

$13 915 GST inclusive quote, to be paid from the sinking fund.

7. **THAT the EC invest $100 000 from the current administration funds. Note that we are currently in the process of changing Strata Managers and have the possibility of extra unknown costs.**

*Yes SC, WO, EA, PVDN, EBM

Amount to be invested modified down from $142 000 (50% of current administration funds) to allow for the process of changing Strata Managers and the potential of extra unknown costs.
Interest on the invested administration funds belongs to the administration fund.
RA specifically recommended staggering dates of invested term deposits, to allow access to funds if required at varied times.

Sinking fund 2 tables – interest earned from fund is given to admin fund. Original amount stays in term deposit but interest is directed to admin fund.

8. **THAT the EC invest $200 000 of sinking funds. Currently there are a number of outstanding safety and asset improvement projects that need to be completed or considered.**
These include but are not limited to -
   - **The Roof safety plan,**
   - **The Replacement of Carbon Monoxide fans (fans have failed),**
   - **The Replacement of Garbage odour fans (3/4 Fans have failed),**
   - **The Replacement of tiles in common garden / BBQ area (Tiles are lifting causing trip hazards and leaks),**
   - **Garden planter box refurbishments,**
   - **replacement of Garage Gate rails,**
   - **Building intercom system replacement (20 failures this FY @ $780 to date)**
   - **Sealing and refurbishing rubbish chute rooms and bins.**
   - **A Possible future upgrade of Fire control panels. (Parts are no longer available to repair.)**

*Yes SC, WO, EA, PVDN, EBM

Amount to be invested modified down from $270 000, noting the number of outstanding safety and asset improvement projects that to be completed or considered.
Interest earned from invested sinking funds is given to the administration fund, with the original sum invested remained as sinking fund.

Meeting Closed 5.39pm

BRIDGE STRATA
ACT: Level 1, 4/55 Woolley Street, Dickson ACT 2602
NSW: Level 1 95-97 Monaro Street, Queanbeyan NSW 2620
PO Box 164, Jamison ACT 2614
E: admin@bridgestrata.com.au
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MINUTES OF A GENERAL MEETING OTHER THAN AN ANNUAL GENERAL MEETING OF

THE OWNERS - UNITS PLAN 4124

IQ Apartments

The General Meeting of The Owners - Units Plan 4124 was held at the via ZoomZoom on Thursday, 27 February 2025 commencing at 06:01 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name
			Representative
109	108	Yes	AYTA Holdings Pty Ltd
			Ajay
112	105	Yes	Birch-Marston, Emma
6	701	Yes	Chen, Yu-Yun
			Proxy to Robert Azzopardi
94	206	Yes	Christopher Fitzpatrick & Judith Fitzpatrick
23	601	Yes	Dahong Tang and Hua Wu
91	201	Yes	Elizabeth Delaney & Peter Van Der Niet
			Peter Van Der Neit
217	107	Yes	Ellings, Philip
190	305	Yes	Elsing, Samuel
52	408	Yes	Gordon, Adam
189	304	Yes	Herrington, James
88	201	Yes	Huang, Jessica
149	602	Yes	Jonathan Gilchrist & Shao Wen Poh
142	603	Yes	Julia and Robert Hawkett
36	509	Yes	Khan, Sanjeena
185	305	Yes	Lange, Kylie
58	408	Yes	Lim, Eric Xianyang
204	203	Yes	Ly, Jason
152	608	Yes	Madden, Simon
			Proxy to Robert Azzopardi
64	403	Yes	McKay, Karla
219	105	Yes	McRitchie, Neil
39	502	Yes	Mould, Patrick
125	705	Yes	Murvic Super Fund PTY LTD atf Murvic Super Fund

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5	702	Yes	Nanda Holyoak
213	202	Yes	NJD Super Pty Ltd ATF the NJD Superfund
236	5	Yes	NVC Property Group Pty Ltd
			Winston Oakes
237	4	Yes	NVC Property Group Pty Ltd
			Elizabeth Adamson
238	3	Yes	NVC Property Group Pty Ltd
			Winston Oakes
239	2	Yes	NVC Property Group Pty Ltd
			Elizabeth Adamson
133	708	Yes	Oakley, Gavin and Karyn
35	508	Yes	Robert & Josephine Azzopardi
			Robert Azzopardi
82	304	Apology	Robertson, Jasmin
			Voting Papers
49	505	Yes	S & K Catanzariti Property Pty Ltd, Steven Catanz
			Steven Catanzariti
61	405	Yes	Ung, Alexander

Attendance: Jan Browne

Reduced Quorum: Jan Browne, as the Managing Agent, declared the meeting opened and noted that a quorum was not reached. With the consent of those present, the meeting progressed under the Reduced Quorum pursuant to Section 3.10 of the *Unit Titles Management Act 2011* which reads that a Reduced Quorum decision is disallowed if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote on the relevant motion at the time of signing.

1 ELECTION OF CHAIRPERSON

Election of Chairperson - by default under the *Unit Titles (Management) Act 2011* the Chair of the Executive Committee. - Winston Oakes

2 MINUTES

Resolved that the minutes of the last General Meeting of the Owners Corporation be confirmed.

3 RESIGNATION BRIDGE STRATA

Resolved that the Owners Corporation note and accept the resignation of Bridge Strata as unit title mangers as at 31 March 2025.

4 APPOINTMENT FIRST CHOICE STRATA

Resolved that the Owners Corporation in accordance with the *Unit Titles (Management) Act 2011* that:

(a) First Choice Strata P/L be appointed as Manager of Units Plan No 4124

(b) The owners corporation delegate to the Agent all of the functions of

(i) the owners corporation (other than those listed in the Act); and

(ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement; and

(c) the delegation to the Agent is to be subject to the condition and limitation in the Agreement as attached commencing 1 April 2025.

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CLOSURE: There being no further business, the Chairperson declared the meeting closed at 07:03 PM.

Bridge Strata P/L
Jan Browne
Units Plan Manager for Units Plan 4124

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FIRST CHOICE STRATA
STRATA & FACILITIES

IQ Apartments – Executive Committee Meeting Minutes – 17 June 2025

Attendees:

- Executive Committee Members: Winston Oakes (WO) – chairperson, Peter Van Der Niet (PVDN) - treasurer, Elisabeth Adamson (EA)- secretary, Emma Birch-Marston (EBM), Steven Catanzariti (SC).
- First Choice Strata (FCS): Belinda Read (BR), Konika Topic (KT)

1. Management Handover & Expectations

KT (FCS) provided updates on handover processes and set future expectations for collaboration between the Executive Committee (EC) and FCS.

2. Invoice Approvals Process

a. KT (FCS) agreed to send a compilation of "whitelisted" invoices (e.g., water, electricity) to the EC for consideration to facilitate efficient management of regular payments to vendors.

b) Irregular invoices outside FCS's expenditure threshold will be emailed to the entire EC for consideration/approval.

c) The EC agreed to maintain a dual-authentication process for invoice approval.

3. EV Charging Stations

EBM & PVDN inquired about the location of 5 EV charging stations, as only 4 were commonly known.
S Catanzariti (EC) reported locations: FOUR on level 1: 2 in (external) visitor parking on Level 1 and 2 in secure visitor parking on level 1, ONE in a unit owner's car space on level 2 (available to all when open).
Action: S Catanzariti to provide an image of the fifth EV charge station location to EBM

4. Annual General Meeting (AGM) Preparation

a. KT (FCS) queried the EC about budget or agenda items outside the standard in preparation for the draft.

b. Projects requiring attention include: WHS issues and the concrete slab (SC).

c. A review of the long-term budget (Sinking Fund) is needed (WO).

d. The ground floor car park leak into Basement 1 needs addressing and is of concern (WO/ PVDN).

e. Waste management; regular cleaning of the common hallway rubbish room walls and a maintenance schedule for cleaning waste chutes is required (PVDN)

f. HVAC fans on the roof need to be assessed for working order and safety (WO). BR recommended a contractor.
Action: FCS to provide 2 quotes to the EC for an audit and review of the HVAC fans on the roof.

g. BAS activities - KT confirmed that the EC is consulted prior to submission of BAS reports (PVDN).

g. Financial audit must be finalised before setting AGM date
Action: KT to provide quotations for audit.

5. Facilities Management and Contractor Services review

a. BR (FCS) reported spending significant time on site reviewing contractor agreements, quality output, and maintenance. FCS aim to review contractor services within the first 3 months.

b. BR (FCS) reported an independent security review for potential system enhancements.

c. Review and renewal of service provider's contract is at the discretion of the EC on behalf of the OC, confirmed by FCS.

d. EC approved for BR to continue to review the current service providers, noting the need to honour current contract periods.

6. Bulky Waste Scheme

Thanks to FCS's initiative on the bulky waste scheme. For the next collection, additional signage for waste rooms or fob access requested (EBM).

7. Building maintenance
51 Mort Street sliding door requiring maintenance and commissioning (SC).
FCS note: Tormax was engaged, site identification issue resolved.

8. Owners Corporation / General Complaints and Feedback

Complaints received by any EC members from contractors or owners should be shared with all EC members to ensure the EC can appropriately address such complaints collaboratively (EA).
Complaints from owners to FCS need to be respectful and lodged to the First Choice office (unanimous agreeance by EC and FCS).

Meeting Closed: 1:22 pm

Additional EC Meeting 22nd July 12pm

Minutes as above ratified for distribution of owners
Next EC Meeting scheduled for 5th August at 4pm.

FIRST CHOICE STRATA
STRATA & FACILITIES

EC Meeting Minutes
IQ Apartments
18th July 2025

Attendees:
Peter van der Niet
Steven Catanzariti
Emma Birch-Marston
E Adamson

FCS:
Belinda Read
James Pope

Maintenance Contract Reviews

Gardening
'Instyle' – Contract to be maintained.
The EC are currently reviewing quotations for refreshing the community herb garden and putting this back into a formal garden space, mulching, and plant replacements.

Lifts
FCS advised that the current maintenance contract with Kone is ending. (Electra recommended)
The EC requested that Qty 3 x quotations be submitted for review.

Pacific FM Service Agreement
FCS raised concern about excessive charging by Pacific FM, with the intention to have the same maintenance items attended to by alternative service providers where repairs and maintenance fall outside the scope of work agreed with current contractors. The purpose of this was to provide the Owners Corporation with value-added services and cost efficiencies, without compromising on quality outcomes.
The EC agreed to continue engaging Pacific FM for the next few months, and reconsider this position at a later date.

Building Security
Tormax have shown delayed turnaround times with regard to the defective glass sliding door despite FCS following them up on multiple occasions. It was agreed that the Building Manager would liaise with the contractor to ensure work is scheduled and completed.

FIRST CHOICE STRATA
STRATA & FACILITIES

Communication
The EC and FCS discussed way to enhance communications and engagement with stakeholders, in order to ensure the EC is across all action items, status of work orders, and the like. FCS agreed to provide a more comprehensive reporting style going forward.

Finance: Term Deposits
The history on this topic was revisited and an action plan was initiated to secure new Term Deposits. FCS requested that a clear direction from EC via email on re-investment be provided prior to arranging the deposits with Macquarie Bank.

Bulk Waste Management
FCS suggested that quotes be obtained for access control to be applied to the main waste room area, so that individuals dumping excessive waste be identified and held accountable
Subject to the quotations received, the EC will consider engaging a service provider to install this equipment.

CCTV
FCS suggested that the EC reconsider the installation of CCTV camera in the lifts, as the investment will enable the Building Manager to review CCTV footage where damage to lift linings, careless or reckless behaviour from residents or their guests may be oncharged to the responsible party. Subject to the quotations received, the EC will consider engaging a service provider to install this equipment.

Sinking Fund Review
The EC are to instruct FCS on the preferred company to carry out the review once an EC majority is agreed.

General Maintenance Review
- Carpet Cleaning – all floors
- Clean external tiles in courtyard due to mold.
- Hand reel for hose requires x2 to prevent trip hazards around BBQ area.
- Tiles lifting in courtyard (Trip Hazard) – Quotation approved, commencement date – TBC.
- External Timber Benches require oil/varnish to maintain – FCS to obtain quotations.
- Garden requires work-Plants/Mulch – quotes pending
- Water damage adjacent to Units #104 / #102 LVL 7 lift well foyer area.
- Rubbish shoot in carpark requires a rubber flap to be fitted to prevent discharge to floor.
- Carpark Level 1 glass door requires repair – Tormax / Building Manager.
- Government path requires work – FCS to obtain updated quotations

IQ Apartments – Executive Committee Meeting Minutes
5th August 2025
Venue: MS Teams

Attendees: W Oakes (chair), E Adamson (secretary), P Van der Niet (treasurer),

S Catanzariti, E Birch-Marston

First Choice Strata: B Read, S Rawlings, J Pope, M McCracken

1. Welcome
Chair: Winston opened the meeting at 4.02pm.

2. Minutes of the previous EC meeting accepted.
Minor corrections to the minutes noted.
Resolution: Previous minutes approved.

2. Flooring Rules – Clarification
a) Discussion on publishing flooring test results and simplifying selection for owners (WO)
b) Consensus that commercial tenancies have different requirements from residential and have no tenancies beneath them that require significant soundproofing. Many of the commercial tenancies have Australian standards that would take precedence over an OC rule e.g. medical and veterinary facilities. (WO/ PVDN)

Action: Draft motion for flooring guidelines to be fit for purpose for both commercial and residential units.

3. Waste Management and Bin Rooms
a) Bin chutes and bin rooms require sealing for cleaning.
b) Consideration of alternative garbage area access and FOB access tracking; in future recommendation to recover cost of bulky waste disposal to relevant unit owner using access control/ CCTV (BR)

Resolution: approval of current quote for current bulky waste at $2200

4. Building Manager Hours & Contractor Access
Concern raised over insufficient hours for BM; proposal to increase by 5–6 hours/week.
Discussion on BM autonomy for low-level maintenance tasks.

Resolution: To review BM hours in budget planning.

Action: Explore potential contract renegotiations with cleaning provider (Dimeo).

5. AGM Facilitation

a) an independent, legally qualified third-party facilitator for the AGM was proposed (BR)

b) Historically, significant concern regarding legalities of AGM paperwork, voting and conduct have existed; the purpose of this presence is to ensure there is no concern nor debate about appropriate conduct in line with current legislation (WO/ EA, EBM)

c) SC raised OCN involvement as an alternative – the majority that this would not be a suitable option.

d) Agreement to seek four proposals (two local ACT, two interstate).

Resolution: Majority support for independent legal presence at AGM.
Action: Quotes to be obtained; conflicts of interest to be declared.

NB. Correction AFTER EC meeting after clarification from multiple sources. A legal third party can attend to advise on legislation but cannot chair/ facilitate the meeting (WO/ SC).

6. Budget & Levies

a) General discussion on levy increase: proposals ranged from 0% to 7.0% and settled with a maximum to be applied at 3.5% (just above CPI) subject to a review of last financial year's actual expenditure.

b) Considerations: ageing building, surplus of +/- $300,000, potential projects, current healthy financial position.

Resolution: Prepare draft budgets showing 2% and 3% increases for review.
Action: Treasurer to update sinking fund forecast for future budget planning.

7. CCTV & Lift Cameras

Quotes being obtained for lift cameras to improve security.
Action: Review and update CCTV access policy; consult with EC before finalising.

8. Financial Audit

Resolution: Engage Hardwick's for audit at $2,000 + GST, completion in 7–10 business days.

9. Scheduling of Pre-AGM Meetings

Resolution: Next meeting set for Wednesday 13/8/25 4:00–5:30pm via Microsoft Teams.

Aim to limit to one hour; draft AGM pack to be circulated in advance.

10. Other Business

New staff member to join FCS's strata management team commencing 11 August to take on the role previously held by Konika.

IQ Apartments – Executive Committee Meeting Minutes
13th August 2025
Venue: MS Teams

Attendees:
W Oakes
E Adamson
S Catanzariti
P Van der Niet
E Birch-Marston

FCS:
B Read
S Rawlings
J Pope
M McCracken
L Critchlow

1. Welcome and Confirmation of Previous Minutes

- Chair: Winston opened the meeting.
- Minutes of the previous EC meeting tabled. Minor corrections to the minutes noted.
- Resolution: Previous minutes approved.

2. AGM Pack

- Last financial year actuals were presented in 2 & 3 % increases on the admin budget as discussed at the last meeting.
- Sinking Fund was presented working with 2.7% increase.
- Action: FCS to rectify line items in the budget based of contractual amounts and send back to the EC.
- Action: Additional motions are being drafted by the EC before being provided to FCS.

3. Intercom

- Audit details to be circulated, roughly 30 reports of broken intercoms.
- Action: Steve to recirculate email to the group regarding the parts that need to be sourced (exact make, model and design of intercom module).

4. HVAC

- Brief discussion on HVAC issue.
- Action: Quotes are to be prioritized and circulated.

5. Tile Work – Garden Area

- Update on Project Work
- Action: TAT to revisit to include scope of astroturf + Northbourne Ave tiles. Multiple Quotes required
- Resolution: Booked in with contractor for the end of the month

6. Contracts

- Contracts to be finalized prior to AGM include Fire, Elevator, EV Charging Ports & ACT Wheelie Clean.
- Action: Waiting on 1x additional Fire quote for review – to be circulated before weeks end.
- Action: Belinda to confirm Electra can service emergency intercom in lifts.
- Action: Additional quote for Waste Cleaning required.
- Action: EV Charging, Steve to come back to Winston on another provider.
- Action: Ad hoc service using Jet Charge whilst awaiting additional quote.

7. Quotes for Technical Advice/Legal Representative at the AGM

This is to ensure the meeting proceeds in line with UTMA and that there can be no concern from any owner that the meeting was held and conducted in adherence to UTMA regulations. This legal representative is representing the OC.

- Action: Belinda to forward Chris Kerin's quote to the EC
- Action: Steve to obtain additional offering and quote from OCN.

8. Next Meeting

- Scheduled for Wednesday 20th August 2025 4:00-5:00PM via Microsoft Teams.

10. Other Business

- It was noted that information is to be provided to the Committee once it becomes available.

Meeting Closed:

FIRST CHOICE STRATA
STRATA & FACILITIES

UP4124 – IQ – Executive Committee Meeting Minutes

Date: 27th of August 2025
Time: 4:00 pm – 5:35 pm
Venue: Zoom
Present: W Oakes, E Adamson, S Catanzariti, P Van Der Niet
First Choice Strata: B Read, L Critchlow, J Pope M McCracken
Apologies: Emma Birch-Marston

The Chair, W Oakes declared the meeting open at 4:10 pm.

1. Strata Management

The Minutes from the previous EC Meeting of August 5, 2025, were accepted.

2. Facilities Management

1. Lift maintenance contract – Quotes between Kone and Electra. It was decided that the OC would retain the services of the current Provider Kone at a cost of $53 000;
2. Waste management – It was decided that the OC would remain with the current Provider ACT Wheelie Bins at an annual $6320 exc. GST
3. Fire Maintenance – Quotes between 360 and Infinity Fire – It was decided to accept the Quote from 360
4. EV Charging – it was decided that the OC will retain the current provider Jet charge.
5. Carpet cleaning – Tender process underway; B Read discussed All Class Carpet Care with L Critchlow further endorsing the provider; additional Quotes to be obtained .

3. Projects

1. Podium tiles – tiles are tenting and will need to be replaced; this is a necessary project and should proceed as soon as possible for the safety of Residents. Work approved to proceed as soon as possible.
2. The artificial turf should be washed and dried out as it is smelling of animal urine; regular maintenance of the turf was suggested. Work approved to proceed as soon as possible.
3. Drip Trays for A/C units on Ground Floor leaking water. Needs attention as soon as possible as provide a slip hazard at entrance to ground floor and is leaking water through to basement. Cost needs to be passed on to commercial businesses owning the A/C. Quotes have already been provided and this needs to be actioned as soon as possible. L. Adamson and W. Oakes declared a conflict of interest in this decision, decision to be made by remainder of EC.
4. HVAC quote still pending - James
5. Lift shaft flashing – approval for the lift shaft to be rectified + rectification of the external leak at Units 102 & 104
6. Bulk purchase of intercom modules to be kept on site for replacement by qualified electrician - in process with James.
7. External leak at Units 102 & 104 – rectification of resultant damage.

4. Projects requiring approval at AGM

1. Basement clean and resealing of the floor – both projects were discussed at length, the consensus was that both projects be done concurrently as they will equally require the basement to be cordoned off and appropriate written notice of Seven (7) days provided to Residents. S Catanzariti advised the General Fund would cover the basement clean and the Sinking Fund would similarly cover the sealing of the floor. This was endorsed by the Strata Manager. To be proffered for approval at the upcoming AGM.
2. CCTV and swipe system to improve security – to be installed in lifts and the hopper area. Discussion around the proposed electronic swipe system for access to the hopper room to trace activity and potentially identify those responsible for dumping of bulky waste. B Read has been in discussion with Smart Design; other Providers to Quote. To be prepared for approval at the AGM
3. Rubbish room
    a. repair and upgrading of the rubbish chutes, providing a barrier to rubbish spilling on to the floor
    b. sealing of the walls and floor of the rubbish room so that they can be easily cleaned. Asset upgrade, so propose proffered for approval at the upcoming AGM.

5. Legal Representation at the AGM

Proposed to ensure no repeat of last year's concern that UTMA regulations were not followed appropriately. Engagement is by the EC to represent the OC and ensure the meeting and conduct is UTMA compliant and prevent any repeat of last year's ongoing outcry.
Susan Proctor is not available.
Chris Kerrin is available; fee is $700/hr +
Approved (SC abstained).

6. Financial audit update and AGM timeline

Clarification from FCS regarding lodgement and expected date of completion for financial audit.
Proposed date of meeting October 2nd 5.30pm
AGM pack to be sent no later than September 11.

7. Budget Update

Sinking Fund Review completed (RLB)
As per this review, interest from the sinking fund is kept in the sinking fund; this is different from previous.

7. Other AGM Agenda Items

1. Proposed motion for the amendment to the current House Rule re flooring to ensure rule fit for purpose and encompasses commercial unit requirements differing from residential units, appropriate given no dwellings beneath the commercial units.
2. Proposed motion to approve engagement of the contracted building manager for an 10hrs/ week, 2 hours each day.
3. Code of conduct for all owners to govern communication, between owners, strata managing staff, EC and contractors.
4. Discussion regarding motion to reintroduce the president's position. This position was granted an honorarium payment. Where an honorarium payment is made, the giver (in this case the EC on behalf of the OC) recognizes themself as having no liability or legal obligation to the recipient for their volunteered services. This means that there is no protection should there be any injury or legal complication arising from any services provided by the resident's manager. The current EC decline to

place that risk upon the OC or the resident manager. The increase in building manager hours on site instead provide a service to all owners and residents that guarantees appropriate insurances and compliance with current workplace health and safety regulations and provides a current contract with the IQ OC.

With no further business the meeting closed at 6.08 pm

FIRST CHOICE STRATA
STRATA & FACILITIES

Notice of IQ Apartments 2025 Annual General Meeting

Date: 15 October 2025
Venue: Zoom
Registration Link: https://us06web.zoom.us/meeting/register/kBSNYa0mTyOvQjRZzvI1LQ
Time: 5:30 pm

Dear Owner,

We write on behalf of Units Plan 4124 – IQ Apartments to invite you to attend the 2025 Annual General Meeting.

It is of great importance to IQ Apartments that each owner reads the enclosed agenda and takes the time to either attend the Annual General Meeting or submit an absentee or proxy form.

We ask that if you are attending the Annual General Meeting that you arrive 20 minutes before the start of the meeting (approx. 5:10 pm) to allow us enough time to enrol your attendance and ensure the meeting commences on time.

Please see below information which we hope will assist you with any queries you have on procedural items at the Annual General Meeting.

What is a Quorum?

- A quorum is obtained when 50% of units entitled to vote are represented by owners in attendance at the meeting, or proxy form submissions.
- If a quorum is not present the meeting will be postponed half an hour, then a reduced quorum meeting will proceed (at 6:00 pm).
- Should a quorum not be reached, any decisions made at the Annual General Meeting will take 28 days to come into full affect.

Voting – Eligibility, Absentee Voting & Proxy Forms

- **Any unit with overdue levies will be unable to cast a vote at the Annual General Meeting.**
- To enable someone to vote on your behalf, a completed proxy form must be submitted prior to the meeting to First Choice Strata. The proxy form can be found on pages 8 - 9.
- You are able to submit an absentee voting form, however, please note that this will not count towards the quorum.
- If any unit is owned by a company, the company must send a letter to First Choice Strata nominating a person entitled to vote on their behalf (See proxy form).

General Business

Should you wish to add any items to General Business, please contact the Strata Manager 7 days prior to the meeting.

Yours sincerely,

Belinda Read
Co-Founder | Senior Strata Manager | Director

FIRST CHOICE STRATA
STRATA & FACILITIES

1. ELECTION OF CHAIRPERSON, NOTIFICATION OF PROXIES, APOLOGIES AND ABSENTEE VOTES

2. ADOPTION OF MEETING MINUTES

Explanatory Note - the minutes of the Annual General Meeting can be found on pages 17 - 25 and the minutes of the General Meeting can be found on pages 26 - 28.

Motion 1 (Ordinary Resolution): That the minutes of the last Annual General Meeting, held on 7 August 2024 be confirmed as an accurate record of that meeting.

3. FINANCIAL STATEMENTS

Explanatory Note – the financial statements have been audited in line with the requirement under the Unit Titles (Management) Act 2011. The financial audit report and the financial reports can be found on pages 43 - 49 of this Agenda.

Motion 2 (Ordinary Resolution): That the audited financial statements for the period 27 September 2024 – 26 September 2025 be accepted.

Motion 3 (Special Resolution): That the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds in interest bearing investments as considered appropriate.

4. INSURANCE RENEWAL

Explanatory Note - unit owners are encouraged to obtain contents insurance for their unit as items such as carpet, furniture and fittings are not covered under the Owners Corporation insurance policy. The Owners Corporation is not responsible for the replacement of items not covered by the Owners Corporations Policy. A copy of the current Certificate of Currency can be found on pages 29 - 30 of this Agenda.

There are no current claims for the Owners Corporation insurance policy.

Motion 4 (Ordinary Resolution): That the incoming Executive Committee be authorised to place and adjust the insurance policies of the Owners Corporation in accordance with statutory requirements.

5. MAINTENANCE ITEMS

Explanatory Note – it is a requirement under the Unit Titles (Management) (Meeting Agenda) Guidelines 2023, that the Owners Corporation must consider any physical building structural defects and maintenance items in accordance with statutory requirements.

- Pedestrian path repairs off Mort Street
- Common Property Carpet Cleaning
- Selective Paint rejuvenation to common property hallways
- Façade Clean – all surfaces

6. FIRE SAFETY REVIEW

Explanatory Note – it is a requirement that the Owners Corporation have a fire safety review completed and can be found on pages 31 - 42 of this Agenda.

7. FACILITIES PROJECT WORKS

The following projects and respective motions should be considered for Owners Corporation approval in line with maintenance requirements and accountability of residents:

1. Level 1 Podium Tile Repairs – uplift and relay of tiles, subject to further findings
2. Level 1 Garden Beds – Inspect for condition of waterproofing membranes

Motion 5 (Ordinary Resolution): That the Owners Corporation authorise the organisation and completion of maintenance works to the Podium Tiles and Garden Beds.

3. CCTV and swipe system to improve security – to be installed in lifts and the hopper area. An electronic swipe system for access to the hopper room would make it possible to trace activity and potentially identify those responsible for improper dumping of bulky waste. Smart Design quote received.

Motion 6 (Ordinary Resolution): That the Owners Corporation authorise for works to be undertaken to install CCTV and an electronic access control system in the hopper areas and lifts across IQ Apartments, by a suitably qualified contractor.

4. Waste Room Works
    a. Rubbish chutes to be repaired and upgraded to provide a barrier to prevent rubbish from spilling onto the floor.
    b. Sealing of the walls and floor of the waste room so that they can be cleaned with ease, in conjunction with ground floor carpark works.

Motion 7 (Ordinary Resolution): That the Owners Corporation endorse the installation of a barrier to prevent rubbish from spilling onto the floor, and the resealing of the walls and floor in the facilities to ensure that the area can be efficiently cleaned and maintained.

5. Building Manager On-Site Hours – Pacific FM's Building Manager on-site hours and services to be increased to 2 hours per day, 5 days per week is being proposed to increase the responsiveness and completion of minor works and basic reporting to the Executive Committee. This will assist in communications relating to facilities and maintenance items, also providing more flexibility and availability for contractor access and communications, meaning that required maintenance works can be completed efficiently in the interests of all residents.

Motion 8 (Ordinary Resolution): That the Owners Corporation approve Pacific FM to provide building manager services 2 hours per day 5 days per week at a cost of $45,760.00(excluding GST) per annum.

FIRST CHOICE STRATA
STRATA & FACILITIES

8. ADEQUACY OF AUTHORISATIONS, DELEGATION AND APPOINTMENTS

Explanatory Note – In accordance with the Notifiable Instrument NI2023-528, the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 the Owners Corporation each year the Owners Corporation must consider the adequacy of authorisations, delegations, and appointments or contractors and personnel, which can be completed by the Executive Committee over the course of their term.

Motion 9 (Ordinary Resolution): That the Executive Committee review the current authorities, delegations, and appointments and adjust them from time to time as appropriate.

9. GENERAL AND SINKING FUND BUDGETS AND LEVIES

Explanatory Note - the General Fund is for the purpose of the day to day running of IQ Apartments, and covers costs for items such as water consumption, common property gardening, maintenance, and electricity. Please note, owners are responsible for covering the cost of sewerage and water connection to the apartment, and for gas (for hot water) and electricity usage within their respective apartments.

The Sinking Fund budget and levies are in line with the Sinking Fund Report and is used to cover the costs for repairing and replacing large capital items across the complex, such as lifts, car parks, driveways, building exteriors, etc. Repairing and replacing capital items can be costly. The Owners Corporations' annual contribution toward this fund reduces the likelihood of a greater expense being borne by the Owners Corporation, as well as the issuance of another special levy fund notice, in the future. A copy of the sinking fund report can be found on the Owners Portal.

The proposed budgets for the General and Sinking funds can be found on pages 50 - 52 of this agenda. The budget shows in detail the costs budgeted for against each item for the next 12 months 01 July 2025 to 30 June 2026.

Motion 10 (Ordinary Resolution): That the proposed Administrative Fund budget of $604,210.07 (**excluding** GST) for the period 1 July 2025 – 30 June 2026 be accepted.

Motion 11 (Ordinary Resolution): That the Owners Corporation strike a General Fund levy of $605,000.00 (**including** GST) to be payable in four equal instalments in accordance with Unit Entitlements.

Motion 12 (Ordinary Resolution): That the proposed Sinking Fund budget of $392,780.36 (**excluding** GST) for the period 1 July 2025 – 30 June 2026 be accepted.

Motion 13 (Ordinary Resolution): That the Owners Corporation strike a Sinking Fund levy of $319,204.60 (**including** GST) to be payable in four equal instalments in accordance with Unit Entitlements.

Standard Levy Due Dates: – 09/01/2026, 08/03/2026, 06/05/2026, 29/06/2026.

Please note: We will endeavour to issue the standard levy notices at least 28 days prior to the due date. However, it is imperative that you plan and prepare your payments as the due dates will not change.

FIRST CHOICE STRATA
STRATA & FACILITIES

10. HOUSE RULES

Explanatory Note – The following proposed alternative rules to be added to the House Rules are to benefit all Owners, Executive Committee Members, and First Choice Strata staff. A special resolution only passes if at least two-thirds of the votes cast are in favour, and the total unit entitlements of those voting against the motion doesn't exceed one-third of the total unit entitlements represented in the vote.

An alteration application form must be completed and submitted prior to the commencement of any works, including flooring alterations. Residential Unit Owners who wish to install laminate, hardwood, or hybrid flooring must ensure that the product has a 5-star acoustics rating. This is to reduce the likelihood of disturbance to the reasonable enjoyment of an Owner or Occupier of another unit. Because the commercial units do not have residents below and commercial tenants may have very specific flooring requirements (for example a commercial kitchen, doctor, dentist, veterinarian may be subject to Australian Standards or industry specific regulations), the requirements for sound insulation are not required and may make installing industry specific flooring impossible. Changing the floor covering rule to specify residential units only would alleviate this concern.

Additionally, alternative rules outlining appropriate communication styles and methods should be added to the House Rules as a reference and guideline, which will benefit all Owners, Executive Committee Members, contractors, and First Choice Strata staff. These additions will reduce hostility, tension, and unreasonable expectations. A copy of the proposed House Rules additions can be found on page 16 of this agenda.

Motion 14 (Special Resolution):

That the House Rules be amended to include the following new rules, and that the changes be subsequently registered in accordance with the Unit Titles (Management) Act 2011 (ACT):

- ***"5B. FLOOR COVERINGS (ALTERATIONS)*** *(refer also Rules 5A, 8, 9)*
  (a) *A Residential Unit Owner must ensure that all floor space in the Unit is covered or otherwise treated to prevent noise transmission from the Unit that is likely to disturb the reasonable enjoyment of an Owner or Occupier of another Unit.*
  (b) *The minimum standard acceptable for replacement flooring of the residential units in UP4124 is an Association of Australian Acoustical Consultants (AAAC) 5-Star rating, specifically, an LnT,W result of 45 or less. This means that the impact sound pressure level of the flooring product and underlay shall not exceed 45dB on a maximum depth concrete slab of 160mm.*
  (c) *Installation of flooring products must be carried out by qualified installers who undertake to carry out the installation in accordance with the manufacturer's instructions.*
  (d) *Owners wishing to replace floor coverings must obtain prior approval from the Executive Committee by submitting an application, using the applicable Form, and supporting documents in accordance with Rule 5B(e)."*

- ***"(37A) An owner or occupier must not in written, oral or electronic communications with a member of the Owners Corporation, member of the Executive Committee, Manager or contractors:***
  a) *Use aggressive language or personal insults;*
  b) *Bully, harass, intimidate or threaten an owner, occupier, visitor or guest, or manager;*
  c) *Make defamatory statements in relation to another member of the Owners Corporation or the manager;*
  d) *Make false statements;*

e) *Make unsupported allegations or complaints;*
f) *Make repeated complaints on a matter that has been addressed by the Executive Committee or the manager."*

- "(37B) An owner or occupier must not impose an unreasonable strain on Executive Committee Members or strata managers by sending excessive communications."

- "(37C) An owner or occupier must allow an Executive Committee member or the manager a reasonable time to respond to his or her communication"

10. ELECTION OF EXECUTIVE COMMITTEE

Explanatory Note - Executive Committee Members make decisions on the day to day running of IQ Apartments. This includes making decisions regarding repairs and maintenance and legal proceedings, approving quotations and expenditures, listening to and responding to feedback from the Owners Corporation and residents/tenants, etc. The Executive Committee Members work closely with First Choice Strata on all matters relating to IQ Apartments. Executive Committee Members are also responsible for planning and making decisions about the complex on behalf of the Owners Corporation that could potentially impact the Owners Corporation well into the future.

Please note: Only unit owners can join the Executive Committee.

Motion 15 (Ordinary Resolution): That the Owners Corporation creates between 3 and 7 Executive Committee Positions and considers nominations to fill those positions.

11. GENERAL BUSINESS

Please advise the Strata Manager of any General Business at least seven (7) days prior to the meeting.

IQ Apartment – Owners Units plan no 4124 Chairperson Report 2025

As the Chair for the Executive Committee of the IQ Apartments, I am pleased to provide the below synopsis of matters during the 2024/2025 financial year. The owners who were elected to the Execute Committee at the last AGM were:

- Winston Oakes (Chair)
- Elisabeth Adamson (Secretary)
- Peter Van Der Niet (Treasurer)
- Steven Catanzariti
- Anthony Barilaro

During the year, Anthony Barilaro stepped down and the causal vacancy was filled by Emma Birch-Marston

It has been a challenging year with the resignation of our previous strata company (Bridge Strata), the creation of a new subcommittee to report on proposals from new strata companies and the eventual selection of First Choice Strata for this role (out of three companies that provided proposals). This transition has come with problems, such as delays in reinvestment of fixed term deposits and the financial audit. As the owner's corporation network ACT states: "There are always consequences, such as the attendant upheaval of changing accounting systems and building new relationships. Although it might not sound like it, trying to rebuild the relationship with the current manager may be the most effective path to take in the long term. Keeping an open, objective mind may be difficult but is the most constructive as change is not always the best option." (https://www.ocnact.org.au/changing-managers)

Despite these problems, the EC has been successful in making the height safety system for the roof compliant so we can start work on repairing the exhaust fans, starting the process of repairing the podium garden tiling, as well as routine business such as maintenance, reviewing contracts and liaising with Will Jobson, the IQ building manager.

I would like to thank the members of the executive committee for their time and expertise, as well as the members of the subcommittee. Finally, I would like to thank both Bridge Strata and First Choice Strata for their commitment over the year.

(1) An owner or occupier must not in written, oral or electronic communications with a member of the Owners Corporation*, member of the Executive Committee, Manager or contractors:*

a) Use aggressive language or personal insults;
b) Bully, harass, intimidate or threaten an owner, occupier, invitee (?) or manager;
c) Make defamatory statements in relation to another member of the Owners Corporation or the manager;
d) Make false statements;
e) Make unsupported allegations or complaints;
f) Make repeated complaints on a matter that has been addressed by the executive committee or the manager.

(2) An owner or occupier must not impose an unreasonable strain on executive committee members or Manager by sending excessive communications.

(3) An owner or occupier must allow an Executive Committee member or the manager a reasonable time to respond to his or her communication.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4124 [*insert number*]

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 15 October 2025

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
15 October 2025	Please see Meeting Minutes below/attached

A4 Owners corporation declaration

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

...27 October 2025 [*insert date of affixing of seal*]

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

THE OWNERS - UNITS PLAN 4124 Common Seal

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

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

UP4124 - IQ APARTMENTS - 2025 ANNUAL GENERAL MEETING MINUTES

Date: Wednesday 15th October 2025
Venue: Zoom
Time: 5:30 pm

1. ELECTION OF CHAIRPERSON, NOTIFICATION OF PROXIES, APOLOGIES, AND ABSENTEE VOTES

Election of Chairperson:
As the Chairperson of the Executive Committee, W Oakes was elected as Chairperson of the meeting.

Quorum Status:
As a standard quorum was not present, the decisions taken at the meeting were Reduced Quorum decisions in accordance with Schedule 3 Part 3.1 Section 3.11 of the Unit Titles (Management) Act 2011. All decisions made at the meeting will take effect after 28 days as per Reduced Quorum rules.

Present:
Units 17, 23, 35, 39, 43, 49, 59, 82, 86, 91, 110, 112, 120, 121, 125, 145, 149, 156, 162, 163, 176, 177, 179, 217, 236, 237, 238

First Choice Strata:
B. Read, J. Pope, C. Yeung, M. McCracken

Kerin Benson Lawyers:
C. Kerin

Proxy Votes:

- **H. Telford of Barton Property on behalf of:** Unit 236
- **L. Adamson of Unit 239 on behalf of:** Units 6 & 7
- **M. Camilleri of Unit 162 on behalf of:** Units 25, 63, 228
- **S. Catanzariti of Unit 49 on behalf of:** Units 2, 6, 7, 36, 37, 38, 43, 44, 65, 71, 97, 100
- **R. Azzopardi of Unit 35 on behalf of:** Units 101, 103, 107, 109, 115, 125, 151, 152, 219, 241, 242

Apologies:
Unit 181

Absentee Votes:
Units 64, 181

2. ADOPTION OF MEETING MINUTES

Motion 1 (Ordinary Resolution): That the minutes of the last Annual General Meeting, held on 7 August 2024 be confirmed as an accurate record of that meeting.

Motion Carried

3. FINANCIAL STATEMENTS

Motion 2 (Ordinary Resolution): That the audited financial statements for the period 1st July 2024 – 30th June 2025 be accepted.

Motion Defeated

An owner raised an alternative to Motion 2 from the floor, suggesting that the financials be conditionally approved, and that the EC instructs First Choice Strata to arrange a thorough review of the financials and submitted to all members. The Treasurer of the Executive Committee proposed that the best route may be to undertake an independent forensic financial audit for the previous 5 financial years to obtain more thorough history and comparison, rather than by a member of the Executive Committee or another owner.

B. Read advised that the proposed motion involves First Choice Strata, however First Choice Strata is not financially accredited or insured to provide professional financial audits or advice, and so the inclusion of First Choice Strata in the motion should be rejected.

Alternative Motion 2 – Raised from the Floor (Ordinary Resolution): That by ordinary resolution, the financials are conditionally approved AND that the incoming Executive Committee (or another person) instructs the Strata Manager to undertake a thorough review of the financials, with assistance by an EC member (or another person) AND amend accordingly, AND to include the adjusted financials in Minutes to this AGM for review by the owners in the reduced quorum period. If this cannot be completed within the reduced quorum period, the amended financials will be submitted to all members at the first available opportunity.

Motion Carried

Prior to Motion 3 being raised, it was noted that the interest-bearing investments include term deposits and other low-risk investments.

Motion 3 (Special Resolution): That the Owners Corporation by special resolution authorise the Executive Committee to invest surplus funds in interest bearing investments as considered appropriate.

Motion Carried

An owner raised a motion from the floor, Motion 3.10, proposing that an independent forensic audit be undertaken which reviews the financials for the past 5 years. Another owner advised that it may be best to obtain quotes before the motion is passed, and that the audited financial statements were accepted by owners over the last five Annual General Meetings. It was decided that the proposed motion be amended to audit the past 3 financial years, on the condition that the cost does not exceed $6,000.00 Ex. GST.

Motion 3.10 – Raised from the Floor (Ordinary Resolution): That the Owners Corporation obtain a forensic audit covering the last 3 years, subject to the cost being no more than $6,000.00 Ex. GST.

Motion Defeated

4. INSURANCE RENEWAL

Motion 4 (Ordinary Resolution): That the incoming Executive Committee be authorised to place and adjust the insurance policies of the Owners Corporation in accordance with statutory requirements.

Motion Carried

5. MAINTENANCE ITEMS

It is a requirement under the Unit Titles (Management) (Meeting Agenda) Guidelines 2023, that the Owners Corporation must consider any physical building structural defects and maintenance items in accordance with statutory requirements. The following items and topics were discussed:

- Pedestrian path repairs off Mort Street
- Common Property Carpet Cleaning
- Selective Paint rejuvenation to common property hallways
- Façade Clean – all surfaces
- Maintenance plan to be updated to reflect recent contracts such as 360 Degree Fire, KONE, ACT Wheelie Bins, as well as maintenance reports from contractors.

Motion 4.10 – Raised from the Floor (Ordinary Resolution): That by ordinary resolution, the incoming EC review the current maintenance plan, and update and amend accordingly for review by owners in the reduced quorum period. If this cannot be completed within the reduced quorum period, the amended maintenance plan will be submitted to all members at the first available opportunity.

Motion Carried

6. FIRE SAFETY REVIEW

It is a requirement that the Owners Corporation have a fire safety review be completed. No questions or concerns were raised in relation to this.

7. FACILITIES PROJECT WORKS

Motion 5 (Ordinary Resolution): That the Owners Corporation authorise the organisation and completion of maintenance works to the Podium Tiles and Garden Beds.

Motion Withdrawn by Chairperson

Amended Motion 6 (Ordinary Resolution): That the Owners Corporation authorise for works to be undertaken to install CCTV and an electronic access control system in the ground floor waste centre and lifts across IQ Apartments, by a suitably qualified contractor.

Motion Defeated

Motion 6.10 – Raised from the Floor (Ordinary Resolution): That the Owners Corporation authorise for works to be undertaken to install a swipe access system in the ground floor waste centre, by a suitably qualified contractor.

Motion Defeated

Motion 7 (Ordinary Resolution): That the Owners Corporation endorse the installation of a barrier to prevent rubbish from spilling onto the floor, and the resealing of the walls and floor in the facilities to ensure that the area can be efficiently cleaned and maintained.

Motion Carried

Motion 8 (Ordinary Resolution): That the Owners Corporation approve Pacific FM to provide building manager services 2 hours per day 5 days per week at a cost of $45,760.00 (excluding GST per annum.

Motion Defeated

8. ADEQUACY OF AUTHORISATIONS, DELEGATION AND APPOINTMENTS

Motion 9 (Ordinary Resolution): That the Executive Committee review the current authorities, delegations, and appointments and adjust them from time to time as appropriate.

Motion Carried

9. GENERAL AND SINKING FUND BUDGETS AND LEVIES

Motion 10 (Ordinary Resolution): That the proposed Administrative Fund budget of $604,210.07 (**excluding** GST) for the period 1 July 2025 – 30 June 2026 be accepted.

Motion Defeated

Motion 11 (Ordinary Resolution): That the Owners Corporation strike a General Fund levy of $605,000.00 (**including** GST) to be payable in four equal instalments in accordance with Unit Entitlements.

Motion Withdrawn by the Chairperson

Motion 12 (Ordinary Resolution): That the proposed Sinking Fund budget of $392,780.36 (**excluding** GST) for the period 1 July 2025 – 30 June 2026 be accepted.

Motion Withdrawn by the Chairperson

Motion 13 (Ordinary Resolution): That the Owners Corporation strike a Sinking Fund levy of $319,204.60 (**including** GST) to be payable in four equal instalments in accordance with Unit Entitlements.

Motion Withdrawn by the Chairperson

10. HOUSE RULES

Motion 14 (Special Resolution):
That the House Rules be amended to include the following new rules, and that the changes be subsequently registered in accordance with the Unit Titles (Management) Act 2011 (ACT).

Motion Defeated

11. ELECTION OF EXECUTIVE COMMITTEE

Motion 15 (Ordinary Resolution): That the Owners Corporation creates between 3 and 7 Executive Committee Positions and considers nominations to fill those positions.

Motion Carried

The following owners were elected to the Executive Committee:

- A. Parragi (Unit 97)
- R. Azzopardi (Unit 35)
- S. Catanzariti (Unit 49)
- H. Wu (Unit 23)

12. GENERAL BUSINESS

No general business was raised.

With no further business, the meeting closed at 9:55 pm.

MINUTES OF GENERAL MEETING

THE OWNERS – UNITS PLAN 4124

IQ APARTMENTS, 51- 53 MORT STREET & 102-104 NORTHBOURNE AVE, BRADDON ACT 2612

DATE HELD: 27th November 2025

VENUE: Zoom

TIME: 6:45 pm (Reduced Quorum start 7:18 pm)

PRESENT

Unit #	Name
2	Drew Whitehouse
23	Helen Wu
26	Junaid Ahmad
31	Griffin Black
35	Robert Azopardi
39	Patrick Mould
49	Steven Catanzariti
52	Adam Gordon
59	Michelle Crino
91	Peter van der Niet & Elizabeth Delaney
94	Chris Fitzpatrick
98	Francis Calabria
110	Paul Coker
140	Jiaying Goh
162	Mary Camilleri
174	Lindsay Jolley
177	Alisdair Robertson
203	David Poyner
204	Jason Thanh Quan Ly
213	NJD Super
243	Rig Developments Pty Ltd
244	Rig Developments Pty Ltd

PROXIES

M. Camilleri of Unit 162 on behalf of: Units 25, 28, 38, 100, 115, 228

S. Catanzariti of Unit 49 on behalf of: Units 2, 6, 7, 37, 43, 44, 65, 71, 97, 101, 241, 242

R. Azzopardi of Unit 35 on behalf of: Units 103, 107, 109, 113, 125, 137, 151, 152, 219

P. van der Niet: Unit 17

ABSENTEE VOTES

Units 8, 40, 42, 78, 82, 83, 86, 93, 112, 140, 145, 154, 156, 165, 176, 185, 213, 217

APOLOGIES

-

***Note 1: The EC received some Proxies and Absentee Voting Forms after the prescribed deadline. The majority of these were successfully processed and included in the voting at the GM. A few forms arrived within an hour of the GM; while these votes have since been counted, they were not included during the GM as the EC was unaware of them at the time. These late votes did not affect the outcome of any motions.**

QUORUM

A standard quorum was not present at the scheduled start time of 6:45 pm and therefore the meeting was adjourned and started at 7:18 pm with a reduced quorum, all in accordance with Schedule 3, Part 3.9 of the Unit Titles (Management) Act 2011.

All decisions taken at a reduced quorum take effect after 28 days, all in accordance with Schedule 3, Parts 3.10 & 3.11 of the Unit Titles (Management) Act 2011.

1. CHAIRPERSON

Confirmation of chairperson, Steven Catanzariti (Unit 49).

2. ADOPTION OF MINUTES

MOTION 1: That, by ordinary resolution, the minutes of the previous Annual General Meeting, held on 15 October 2025, be confirmed as a true record of the proceedings of that meeting. **Motion Carried**

3. BUDGET DISCUSSION

A. ADMINISTRATION (GENERAL) FUND CONTRIBUTIONS (AGM Motions 10 & 11).

MOTION 2: That, by ordinary resolution, the Administration (Geneal) Fund budget of $617,800.00 (plus GST) for the period 01 July 2025 to 30 June 2026 be adopted and that a contribution be determined to the Fund equal to the sum of the budget (less offsets) totalling $550,000.00 (plus GST) to be contributed by owners in accordance with their unit entitlements and payable by four (4) equal instalments due on 12 December 2025, 30 January 2026, 27 March 2026 and 26 June 2026. **Motion Carried**

B. SINKING FUND CONTRIBUTIONS (AGM Motions 12 & 13)

MOTION 3: That, by ordinary resolution, accept the revised Sinking Fund, and that subsequently a contribution of $290,186.00 (plus GST) be determined to the Fund for the period 01 July 2025 to 30 June 2026 to be contributed by owners in accordance with their unit entitlements and payable by four (4) equal instalments due on 12 December 2025, 30 January 2026, 27 March 2026 and26 June 2026. **Motion Carried**

4. MAINTENANCE (AGM Motion 4.10) `

MOTION 4: That, by ordinary resolution, the Owners Corporation update and maintain the current Maintenance Plan. **Motion Carried**

5. RESIDENT MANAGER POSITION

MOTION 5: That, by ordinary resolution, the Owners Corporation reinstate, engage and confirm the Residents Manager position and roles, for an amount of $5,000 per annum.
Motion Carried

***Note 2: Owners present discussed their concerns and questions regarding the Resident Manager (RM) role in detail. The Chair addressed all queries, whilst also outlining benefits that were not only financial. One owner raised a question concerning the vote count, and at their request, the Chair called for a revote. The result remained the same as per the initial count. There were two applications for the RM role; however, one applicant was deemed ineligible as the prerequisite, outlined in the GM documents, required the applicant to be both a resident and a member of the Executive Committee. Robert Azzoparid as the only eligible applicant and will commence his role as Resident Manger after the 28-day RQ waiting period.**

GENERAL BUSINESS

No general business was discussed.

MEETING CLOSURE

There being no further business the meeting formally closed at 8:37 pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 4124 [*insert number*]

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— **27th November 2025**

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
27th November 2025	**Please refer Meeting Minutes attached**

A4 Owners corporation declaration

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

8th December 2025
.....[*insert date of affixing of seal*]

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

THE OWNERS - UNITS PLAN 4124 Common Seal

Chairman UP 4124

Secretary UP 4124

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

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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?		☐ No	☐ 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.

Unit 31 UP No. 4124
Block 22 Section 12 Braddon
104 North Bourne Avenue, Braddon
ACT 2612

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;

Unit 31 Unit No 1114
Block 2 Section 19 Bradon
604/104 Northbourne Avenue
ACT 2612

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

Unit 21 UP No. 4704
Block 2 Section 16 Bruce
84 Northbourne Avenue
ACT 2612

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.

Block 31 UP No. 41 Section 18 Braddon
Contract Annexure Bundle
ACT 2612

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

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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;

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(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;

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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 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

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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

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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

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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. 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

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.

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

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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:

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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

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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.

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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

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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

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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.

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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:

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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

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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.

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