

Schedule

Land	The unexpired term of the Lease	Unit 9	UP No. 16518	Block 13	Section 249	Division/District Gungahlin
	and known as 9/63 Camilleri Way, Gungahlin ACT 2912					
Seller	Full name	Hayley Grace Rapson				
	ACN/ABN					
	Address	8/14 Elizabeth Avenue, Broadbeach, QLD 4218				
Seller Solicitor	Firm	WMG Legal				
	Email	office@wmglegal.com.au				
	Phone	(02) 6253 9766	Ref CM:22055			
	DX/Address	PO Box 3, Gungahlin ACT 2912				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	sarah@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Sarah Turnbull			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents.				
Goods	Description	All Fixed Floor Coverings, Light Fittings and Window Treatments as Inspected.				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

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

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

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

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:

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

13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply, in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to, the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 9 UP No. 16518
Block 13 Section 249 Gungahlin
9/63 Camilleri Way, Gungahlin ACT 2912

SPECIAL CONDITIONS

1. REQUIRED DOCUMENTS

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

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

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

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

2. INCONSISTENCIES

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

3. KEYS

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

4. DEATH OR INCAPACITY

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

5. AMENDMENT TO THE PRINTED TERMS

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

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

6. DEPOSIT BOND

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

7. BUYER'S WARRANTY & INDEMNITY

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

8. ELECTRONIC TRANSACTION

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

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

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

Is sufficient evidence of:

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

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

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

9. DIRECTOR'S GUARANTEE

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

10. CAVEAT

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

Annexure B

Director's Guarantee

I/we, (name of Director/s)

of (address).....

.....agree as follows:

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

Dated this _____ day of _____ 201 _____

Signed by

in the presence of:

Signature of witness

Signature

Full name of witness

Capacity

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

11. SHUTDOWN PERIOD – ACT

11.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 11 has the meaning given to it in this clause.

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

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

WHO means the World Health Organisation.

11.2 Shutdown Period

In this clause 11 **Shutdown Period** means any day:

(a) When any of the following is closed:

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

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

(b) When the Buyer or the Seller is not able to attend any of the places of business listed in clause 11.2(a) due to being Isolated, in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

11.3 Notice of Closure

(a) Either party to this Contract may invoke clause 11 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

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

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

11.4 Completion extended

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

11.5 Extension of the Notice to Complete

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

11.6 Extension of other notice

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

11.7 Payment of damages

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

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Gungahlin Section 249 Block 13 on Deposited Plan 15675 with 323 units on Unit Plan 16518

Unit 9 (Class A) entitlement 33 of 10000, 5 subsidiaries

Lease commenced on 25/02/2025, terminating on 10/02/2121

Proprietor

HAYLEY GRACE RAPSON

8/14 ELIZABETH AVENUE, GOLD COAST QUEENSLAND 4218

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement Created By 3345392

Registered Date	Dealing Number	Description
25/02/2025	3368639	Miscellaneous Application Alternative Rules - Refer Instrument
28/03/2025	3373070	Mortgage to WESTPAC BANKING CORPORATION (ACN: 007 457 141)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202139573	Development Application	16/12/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	18/08/2022

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of multi unit development comprising 87 townhouses and 236 apartments, commercial tenancies, basement carparking, waste enclosure, driveways and verge crossings, landscaping and associated works.



ACT
Government

Product	Title Details
Date/Time	20/03/2026 11:36AM
Customer Reference	22055
Order ID	20260320000598
Cost	\$35.00

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Gungahlin Section 249 Block 13 on Deposited Plan 15675 with 323 units on Unit Plan 16518

Lease commenced on 25/02/2025, terminating on 10/02/2121

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 16,518

Civium, 3 Lonsdale Street Braddon ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Alteration of Units Plan Refer ALUP 3388926

S. 20 Unit Titles Act 2001 - Subject to a Staged Development Approval: Released By ALUP 3388926

Easements

Subject To Easement Created By 3345392

Registered Date	Dealing Number	Description
25/02/2025	3368639	Miscellaneous Application Alternative Rules - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202139573	Development Application	16/12/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	18/08/2022

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of multi unit development comprising 87 townhouses



Product	Title Details
Date/Time	24/03/2026 06:08AM
Customer Reference	22055
Order ID	20260324000022
Cost	\$35.00

and 236 apartments, commercial tenancies, basement carparking, waste enclosure, driveways and verge crossings, landscaping and associated works.



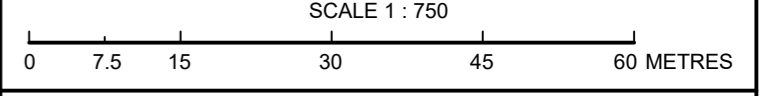
DEPOSITED PLAN
15675/1

TITLE INFORMATION	
AMENDS	DP11649
X PLAN	X22544

PLAN OF

BLOCK 13
SECTION 249
BEING A CONSOLIDATION
OF BLOCKS 5&6

DIVISION : GUNGAHLIN
DISTRICT : GUNGAHLIN
AUSTRALIAN CAPITAL TERRITORY



I, Michael Roy Stapleton of Lovell Property Consulting a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 05/09/2022

M. Stapleton 31/10/2022

I certify that this plan has been examined in accordance with the Districts Act 2002


[Signature] 31/10/2022
Surveyor-General of the ACT Date

LEGEND AND NOTES

Subject Boundary	—————
Adjoining Boundary	—————
Easement	- - - - -
Territorial Boundary	- + ——— + -
District Boundary	- - - - -
Division Boundary	- - - - -
Structures	major minor

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
12:55 pm, 09/12/2022

Approved *[Signature]*
David Pryce
Registrar-General



Registrar of Titles

I, Michael Roy Stapleton of Lovell Property Consulting a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 05/09/2022

M. Stapleton

31/10/2022

I certify that this plan has been examined in accordance with the Surveyors Practice Directions and Surveyor-General Guideline No. 6.

[Signature]

31/10/2022

Surveyor-General of the ACT

Date

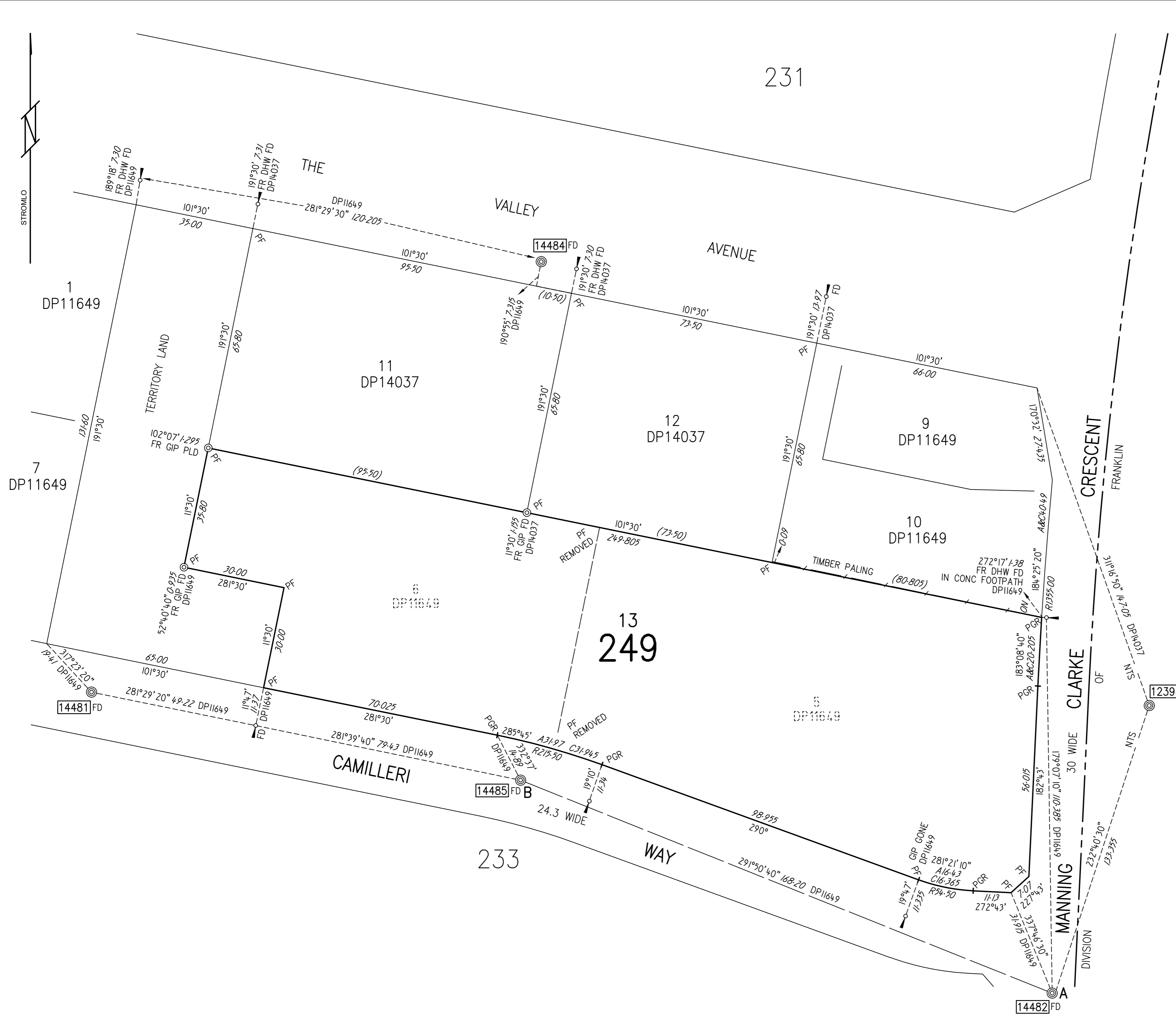
LEGEND AND NOTES

ALL PEGS GONE UNLESS OTHERWISE SHOWN

Orientation Datum Line A - B 291°50'40" 168.20 DP11649

PLANS USED

DP14037 & DP11649





MAE\$3368639

21/02/2025 14:07:33 Smit A

ITLES
ERRA
torate

Chief f

3368639

MISCELLANEOUS APPLICATION ENCUMBRANCE

007 - MAE

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Gadens Lawyers	Rebecca.scully@gadens.com	30058426	02 6163 5050

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Instrument / Associated Dealing Number
3015:349	Gungahlin	249	13		

TITLE OF APPLICATION (Please briefly describe the application)

Application to Register Alternative Rules

NATURE OF APPLICATION (If insufficient space, please attach an annexure page)

Refer to attachment – "Alternative Rules" in respect of Block 13 Section 249 Gungahlin ACT

DATE

20 February 2025

CERTIFICATION *Delete the inapplicable Applicant

- *The Certifier has taken reasonable steps to verify the identity of the Applicant 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:



for:

on behalf of the Applicant

Liam Kelly
Solicitor
Gadens Trinity Law
Level 1, 55 Wentworth Avenue
KINGSTON ACT 2604

OFFICE USE ONLY			
Lodged by		Registered date / by	LMT - 25/02/2025
Data entered by		Attachments/Annexures	Annexure



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration <small>(Only complete is if requesting transactions not be aggregated)</small>
3015:349	Gungahlin	249	13		

ANNEXURE TO <small>(insert dealing type)</small>	TOTAL NUMBER OF PAGES IN ANNEXURE
Miscellaneous Application Encumbrance Form 007 – MAE	4

PARTIES TO DOCUMENT <small>(Please state all parties this annexure relates to/supports)</small>

ALTERNATIVE RULES

Meaning of Residential and Commercial Units

2.1 In these alternative rules, the following words have the following meanings:

- (1) 'residential unit' means each of the following units (identified by units plan/unit title number): 1 to 318 inclusive; and
- (2) 'commercial unit' means each of the following units (identified by units plan/unit title number) 319 to 323 inclusive.

General and Sinking Fund Contributions and Metered Charges

2.2 The general fund contribution payable for each unit is the sum of:

- (1) the proportional share for the unit of those items not identified on the relevant administration fund budget of the owners corporation as being items to be shared between the owners of the residential units only or the commercial units only;
- (2) if the unit is a residential unit, the proportional share for the unit of those items identified on the relevant administration fund budget of the owners corporation as being items to be shared between the owners of the residential units only; and
- (3) if the unit is a commercial unit, the proportional share for the unit of those items identified on the relevant administration fund budget of the owners corporation as being items to be shared between the owners of the commercial units only.

2.3 The sinking fund contribution payable for each unit is the sum of:

- (1) the proportional share for the unit of those items not identified on the relevant sinking fund budget of the owners corporation as being items to be shared between the owners of the residential units only or the commercial units only;
- (2) if the unit is a residential unit, the proportional share for the unit of those items identified on the relevant sinking fund budget of the owners corporation as being items to be shared between the owners of the residential units only; and
- (3) if the unit is a commercial unit, the proportional share for the unit of those items identified on the relevant sinking fund budget of the owners corporation as being items to be shared between the owners of the commercial units only.

2.4 In addition to contributions to the administration and sinking funds of the owners corporation, the corporation may also recover utilities (eg water, gas, power) and other consumption based charges based on the actual amount consumed by each unit (as metered by the owners corporation) as a service provided to and at the request of each unit owner. Alternatively, the owner's corporation may collect these charges via a special levy to individual unit owners.

Vehicles

- 2.5 An owner or occupier of a unit must not:
- (1) park or stand any motor vehicle or other vehicle on common property other than car spaces, loading bays, or other places designated by the owners corporation for that purpose; or
 - (2) park or stand any motor vehicle or permit a motor vehicle to be parked or left on any part of the Land not owned by the owner or which the occupier is not legally entitled to use; or
 - (3) permit any invitees of the owner or occupier to park or stand any motor vehicle or other vehicle on common property, except with the prior written approval of the owners corporation or in visitor spaces designated for that purpose;

Garbage

- 2.6 Without limiting any other rule and subject always to the laws including any planning instrument, planning permit and planning scheme applicable from time to time, the unit owner or occupier of a unit of all or any part of a commercial unit must:
- (1) take out its own bins, or if the owners corporation provides bins, then its garbage, on each garbage collection day to the bin collection area nominated by the owners corporation;
 - (2) ensure that when taking out its own bins or garbage to the bin collection area nominated by the owners corporation, the bin collection area is accessed via the shortest possible route or any route nominated from time to time by the owners corporation;
 - (3) ensure that no waste, in particular food waste, is transported or carried through enclosed parts of the common property;
 - (4) take all steps reasonably necessary to minimise noise when filling bins and where the owner's or occupier's own bins are brought to the bin collection area, ensure the owner's or occupier's contractors only collect bins between 8:00 am and 9:00 am Monday to Saturday and between 9:00 am to 10:00 am on Sundays;
 - (5) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - (6) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
 - (7) store all bins, bottles, cardboard/paper and any other refuse within the relevant commercial unit and must not store bins, bottles, cardboard/paper or any other refuse on common property except when this is the bin collection area designated by the owners corporation;
 - (8) comply with all health, noise and other regulations including the requirement of any Authority in carrying on the business from the commercial unit;
 - (9) only wash down bins within the relevant commercial unit or in the bin collection area designated by the owners corporation (but not any car park lot) at times and in a manner, if any, designated by the owners corporation;
 - (10) ensure that any mechanical fluing is appropriately filtered and any grease trap is cleared regularly;

- (11) ensure that all small utility deliveries occur between 7:00 am - 6:00 pm Monday to Friday and 8:00 am - 4:00 pm Saturdays and Sundays, ensuring no excessive or unnecessary noise occurs during these deliveries;
- (12) ensure that all large deliveries occur between 8:00 am - 6:00 pm Monday to Saturday ensuring no excessive or unnecessary noise occurs during these deliveries;
- (13) ensure that all deliveries (small and large) are accessed via any point of ingress nominated from time to time by the owners corporation;

Signage

- 2.7 The owners corporation strictly prohibits any sign whatsoever on the outside of the building or the grounds of the building other than a sign approved by the owners corporation.
- 2.8 An owner or occupier, or any agent representing same, including real estate agents, may not erect in or upon a unit or the common property any sign which is visible from the common property or from a public place without the consent in writing of:
 - (1) the owners corporation; and
 - (2) if required by law, any relevant Authority.
- 2.9 Signs will only be permitted in the space provided for that purpose on the external walls of the building (if any) or as otherwise specified by the owners corporation.
- 2.10 No sign of any kind may be erected which has not been produced by a professional sign writer, and then only after first obtaining the written approval of the owners corporation.
- 2.11 The following are strictly prohibited:
 - (1) painted sign writing;
 - (2) paper or cardboard signs;
 - (3) transfers or stickers;
 - (4) cut out unedged letters of amateur standard; and / or
 - (5) exposed fixings.
- 2.12 Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.

Floor Load Limits

- 2.13 An owner or occupier must not install or use or permit to be installed or used in that unit any machinery or other plant or equipment, fixture or fitting singularly or cumulatively with other machinery, plant, equipment, fixture or fitting which may result in the floor's safe loading limit being exceeded.
- 2.14 An owner or occupier must not move bulky goods, heavy goods or other goods that may damage the common property into or out of the Land without first obtaining the owners corporation's consent to do so, following the directives of the owners corporation in respect of such movement or transit.

Unfinished Areas Special Privilege Rights

NUE COMMON PROPERTY				
SPECIAL PRIVILEGE RIGHTS				
No.	Details of Special Privilege Right	Grantee	Maintenance and Repair Obligation	Expiry of Special Privilege Right
1.	To use the Unfinished Areas to enable the Developer to complete the development of these areas.	Land Owner 5 Pty Ltd ACN 630 166 291	To the Grantee – being Land Owner 5 Pty Ltd ACN 630 166 291	On completion of all stages of the 'Nue' development.

Short Stay Policy

- 2.15 For the purpose of improving the amenity of the building and the security of the building, the owners corporation may adopt rules and procedures for restricting access to the building and use of the common property by short stay users and may impose fines for breaches of the owners corporation rules and procedures.

Notification Of Defects

- 2.16 Owners and occupiers must notify the owners corporation as soon as they become aware of any damage to or defect in:
- (1) the common property or any personal property of the owners corporation; or
 - (2) any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or other services on common property.

Mail

- 2.17 An owner or occupier must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if it is absent for more than 7 days. The owners corporation may remove such material if the owner or occupier fails to comply with this rule and charge a reasonable fee for doing so.

Occupiers

- 2.18 These rules behind each owner of a unit including each invitee or occupier they permit to use and enjoy their unit.
- 2.19 Each owner must take all reasonable steps to ensure that each of their invitees or occupiers comply with these rules, including taking action available to them to do so.

Shared Use Areas

- 2.20 Owners and occupiers shall be entitled to non-exclusive use of the shared usage area in the building subject to any rules and procedures the owners corporation may adopt from time to time.

Consent

- 2.21 Any consent or approval given by the owners corporation is not effective unless it is given in writing. Each owner and occupier acknowledges that it must not act on any verbal consent or approval received from the owners corporation unless and until it has been confirmed in writing.

Severability

- 2.22 If any provision in these rules is unenforceable, illegal or void or makes these rules or any part of them unenforceable, illegal or void, then that provision is severed and the rest of these rules remain in force.



Access Canberra

LAND TITLES
ACCESS CANBERRA
Directorate

Chief N
TGE\$3345392
16/10/2024 12:23:55 McCa J

3345392

IENT
Act 1925

Form 080 - TGE

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Trinity Law Gardens Lawyers	admin@trinitylaw.com.au Rebecca.Scully@gardens.com	220784	(02) 6163 5050

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
3015:349	GUNGAHLIN	249	13	-

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
N/A	N/A	N/A	N/A	N/A

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

Land Owner 5 Pty Ltd ACN 630 166 291 of MAXIM CHARTERED ACCOUNTANTS, Level 2, 59 Wentworth Avenue, KINGSTON ACT 2604

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Icon Distribution Investments Limited ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd, trading as Evoenergy ABN 76 670 568 688 of 40 Bunda Street, Canberra City ACT 2601
ACN 008 552 663

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement in Gross for utility services

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan – Electric Supply Easement described as "E1" and "E2" in the plan annexed to the Deed of Easement in Gross between the parties

CONSENTING PARTY – SUPPORTING DOCUMENTATION

Please complete and attach – Form 042 – C – Consent (One form required for each party required to consent)

RECITAL DOCUMENT

Please complete and attach the recital document

DATE 30/05/2024

GRANTOR / SERVIENT TENEMENT

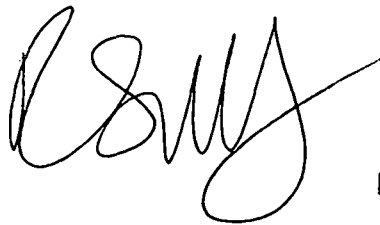
CERTIFICATION *Delete the inapplicable

Grantor / Servient Tenement

- *The Certifier has taken reasonable steps to verify the identity of the Grantor / Servient Tenement 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:

<Name of certifying party>
<Capacity of certifying party>



Rebecca Jane Scully
Solicitor
Trinity Law
Level 1, 55 Wentworth Avenue
KINGSTON ACT 2604

for: <Company name>

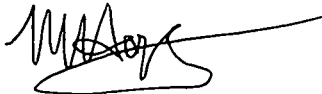
on behalf of the Grantor / ~~Servient Tenement~~

CERTIFICATION *Delete the inapplicable

Grantee / Dominant Tenement

- *The Certifier has taken reasonable steps to verify the identity of the Grantee / Dominant Tenement 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:



Michael Ivan Hugh Hope
Grantee's employed legal counsel, a legal practitioner

for: Icon Distribution Investments Limited ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd, trading as Evoenergy ABN 76 670 568 688

on behalf of the Grantee / ~~Dominant Tenement~~

OFFICE USE ONLY

Lodged by		Registered date / by	LMT - 17/10/2024
Data entered by		Attachments/Annexures	Recital + 2 x Consent

EASEMENT IN GROSS

Date:

~~4 April 2024~~
30 MAY 2024

Parties:

Icon Distribution Investments Ltd ABN 83 073 025 224 and
Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663, trading as
Evoenergy ABN 76 670 568 688, of 40 Bunda Street, Canberra
City ACT 2601

(“Evoenergy”)

and

Landowner S Pty Ltd ACN 630 166 291

(“Grantor”)

Recitals:

- A. The Grantor is the registered proprietor of the Land.
- B. Evoenergy’s Equipment runs through the Land.
- C. The Grantor agrees to grant and Evoenergy accepts an easement on the terms contained in this deed.

Operative provisions:

1. INTERPRETATION

1.1 Definitions

“**Act**” means the Utilities Act 2000 (ACT).

“**Claim**” means any action, suit, proceeding or demand of any kind (including by or against Evoenergy).

“**Deed**” means this deed;

“**Easement Area**” means the respective areas shown as ‘E1’ and ‘E2’ on the survey plan dated 18 February 2024 a copy of which is attached to this Deed and marked Annexure A.

“**Electricity Network**” has the same meaning as in the Act.

“**Evoenergy’s Rights**” means the rights set out in clause 3.

“**Equipment**” means all equipment of whatever kind owned or used by Evoenergy in the provision of Utility Services, and includes Infrastructure.

“**Infrastructure**” has the same meaning as in section 7 of the Act.

“**Grantor’s Rights**” means the rights and obligations at clause 4.

“**Land**” means Block 13 Section 249 Gungahlin, being the land held under Certificate of Title Volume 3015.

“**Law**” means any law, legislation, statute, act, regulation, ordinance, rule, order, by-law or code.

“**Liability**” means any damage, Claim, loss, liability, cost (on an indemnity basis) and expense of any kind.

“**Technical Regulation Act**” means the *Utilities (Technical Regulation) Act 2014* (ACT).

“**Utility Service**” has the same meaning as in the Act.

2.1 Interpretation

Unless otherwise stated:

- a. “Evoenergy” includes Evoenergy’s administrators, successors, transferees, permitted assigns, licensees, employees, officers, agents, contractors and subcontractors and any other person authorised by Evoenergy;
- b. “Grantor” includes the Grantor’s administrators, successors, transferees, permitted assigns, licensees, employees, agents, contractors and subcontractors, invitees and any other person to which the rights or interests under this Easement are transferred or passed by operation of law, from time to time;
- c. unless the contrary intention appears, the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- d. an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- e. reference to:
 - i. one gender includes all genders;
 - ii. the singular includes the plural and the plural includes the singular;
 - iii. two parties means those parties jointly and severally;
 - iv. “agent” includes financial advisors, solicitors and other advisors;
 - v. a Law includes any instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;
 - vi. a clause, schedule, attachment or annexure is to a clause, schedule, attachment or annexure of this Deed;

- vii. where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- viii. headings are for convenience only and do not form part of this Deed of affect its interpretation;
- ix. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it;
- x. the meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions.

2. GRANT OF EASEMENT

- 2.1 The Grantor grants to Evoenergy an easement over the Easement Area (“**Easement**”) on the terms contained in this Deed.
- 2.2 The Easement runs with and burdens the Land.
- 2.3. For the purposes of this clause 2 only, “Evoenergy” means Evoenergy, and its administrators, successors, transferees and permitted assigns.

3. RIGHTS AND OBLIGATIONS OF EVOENERGY

- 3.1 Evoenergy may at any time and without restriction for purposes connected with the provision or maintenance of a Utility Service:
 - a. enter and traverse the Land to access the Easement Area and to access, inspect, maintain, repair, renew, add to, alter, remove, replace or use the Equipment;
 - b. cause or permit electricity to be transmitted through Equipment;
 - c. make surveys, take samples and examine soil on the Land;
 - d. enter the Land to construct, install, erect, lay or place Equipment in, on or under the surface of the Land within the Easement Area, or demolish, destroy or remove any part of the Equipment;
 - e. fell or lop trees, or clear, cut or remove anything, or direct the Grantors to remove anything, which interferes with or may interfere with the exercise of Evoenergy’s Rights or the Equipment including, without limitation, trees, plants, roots, branches, improvements, structures, fixtures, and soil fill or any other items whether temporary or permanent in nature;
 - f. interrupt the provision of Utility Services to the Land;
 - g. make cuttings or excavations in the Easement Area;
 - h. erect fences and other structures within the Easement Area when required by Law or when exercising Evoenergy’s Rights.
 - i. put a gate or passageway in a fence or wall that prevents or hinder the work of Evoenergy, or remove such a gate or passageway;

- j. temporarily divert or stop traffic on a public road thereby affecting access to the Land;
- k. remove and dispose of soil, vegetation and other material accumulated during the exercise of the Evoenergy Rights;
- l. use those parts of the Land adjacent to the Easement Area which are reasonably required by Evoenergy in connection with the exercise of the Evoenergy Rights;
- m. in urgent circumstances, Evoenergy may perform any of the Evoenergy Rights without prior notice to the Grantor;
- n. install within the Easement Area any other equipment or infrastructure necessary to ensure the operation of the Electricity Network and comply with Law and industry standards;
- o. enter upon the Land and bring its equipment and vehicles onto the Land for the purpose of exercising its rights under this Deed;
- p. carry out any powers given to them under the Act or any other Law where exercising those powers is necessary or desirable for a purpose connected with the provision of Utility Services.

4. THE GRANTOR'S RIGHTS AND OBLIGATIONS

- 4.1 The Grantor must maintain the Easement Area in a way which ensures that Evoenergy has unobstructed and unimpeded access to the Easement Area and the Equipment.
- 4.2 The Grantor must not:
 - a. interfere with the Evoenergy Rights; or
 - b. cause interference (as defined in the Technical Regulation Act) with or to the Equipment within the Easement Area
- 4.3 The Grantor must not do anything which may.
 - a. remove, damage, destroy or interfere with the Equipment; or
 - b. obstruct, prevent, or interfere with Evoenergy's provision of a Utility Service.
- 4.4 The Grantor must not place any structure within the Easement Area, nor plant trees or shrubs which have a potential to damage the Equipment or obscure access to the Easement Area or Equipment, without Evoenergy's prior consent.

5. OWNERSHIP OF EVOENERGY EQUIPMENT

- 5.1 All Equipment will remain the property of Evoenergy whether annexed or affixed to the Land or not.

6. INDEMNITY AND RELEASE

- 6.1 The Grantor indemnifies and must keep Evoenergy indemnified from and against any Liability arising from or in connection with:

- a. a breach by the Grantor of its obligations under this Deed, or any default, act, omission or negligence of the Grantor; or
 - b. illness, personal injury or death caused or contributed to by a default, act, omission or negligence of the Grantor.
- 6.2 It is not necessary for Evoenergy to incur expense or make payment before enforcing a right of indemnity under this Deed.
- 6.3 The Grantor releases Evoenergy from and against all Liability incurred by the Grantor, whether arising directly or indirectly, relating to or in connection with Evoenergy's exercise of the Evoenergy Rights.

7 OTHER MATTERS

- 7.1 The Grantor represents and warrants it has full power and capacity to enter into this Deed.
- 7.2 The Grantor must do all things reasonably required by Evoenergy to:
- a. register this Deed; and
 - b. ensure Evoenergy is given all rights and powers intended to be conferred by this Deed.
- 7.3 The Grantor is responsible for all legal and other professional costs (including those of Evoenergy) associated with the preparation and negotiation of this Deed and the registration of the Easement under it, including but not limited to:
- a. registration fees;
 - b. consent fees; and
 - c. costs associated with obtaining any plan required to be lodged to register this Deed.

8. SURVIVAL OF DEED

- 8.1 This Deed shall survive any change in ownership of the Land and shall bind every subsequent owner as if that owner had executed this Deed in its own right.

9. STATUTORY RIGHTS

- 9.1 Nothing in this Deed limits Evoenergy's rights under the Act or any Law.

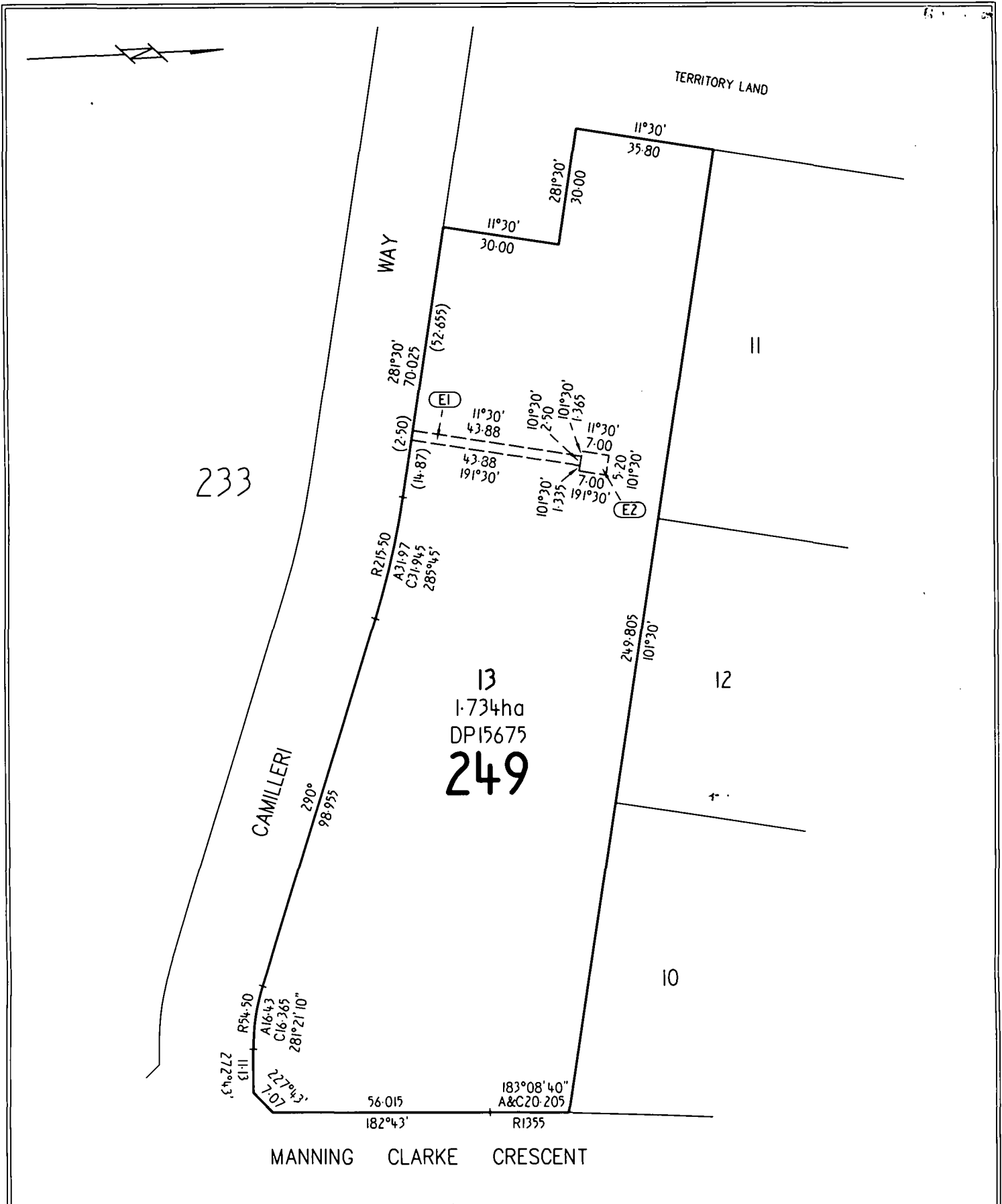
10. GOVERNING LAW

- 10.1 This Deed is governed by the law of the Australian Capital Territory.
- 10.2 Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and any court that can hear appeals from those courts.

11. SEVERABILITY

- 11.1 If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall otherwise remain in full force and effect apart from the provisions which have been severed.

ANNEXURE A – EASEMENT AREA



233

13
1.734ha
DP15675
249

12

10

- (E1) DENOTES ELECTRIC SUPPLY SERVICE EASEMENT 2.5 WIDE WHICH IS A STRATUM EASEMENT LIMITED IN DEPTH TO 623-64 AND UNLIMITED IN HEIGHT
- (E2) DENOTES ELECTRIC SUPPLY SERVICE EASEMENT 5.2 WIDE WHICH IS A STRATUM EASEMENT LIMITED IN DEPTH TO 622-725 AND UNLIMITED IN HEIGHT

LONERGAN SURVEYING
REGISTERED AND ENGINEERING SURVEYORS
LAND DEVELOPMENT & QUANTITY SURVEYING

4/70 DACRE ST, MITCHELL ACT 2011
P.O. BOX 4104, AINSLIE ACT 2602
(02) 8155 4699 info@lonergansurveying.com

CLIENT: CORE DEVELOPMENTS		
SURVEYED BY:	K INGRAM	18/02/2024
DRAWN BY:	S WADE	19/02/2024
JOB REFERENCE:	2023-065	
SCALE 1:1250 ON A4		

EASEMENT PLAN

BLOCK 13
SECTION 249
DIVISION OF GUNGAHLIN

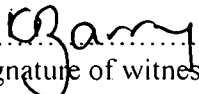
Surveyor Registered under the Surveyors Act 2007.

Execution page

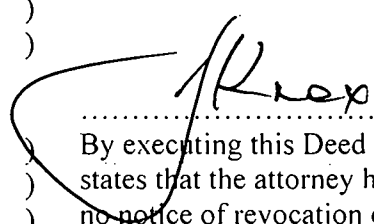
EXECUTED as a deed

EXECUTED for)
Icon Distribution Investments Limited)
ABN 83 073 025 224 and Jemena Networks
(ACT) Pty Ltd ABN 24 008 552 663

by **the Chief Executive Officer of**)
ActewAGL, as their attorney under power of)
attorney ACT registered no. 0138518 in the)
presence of)


Signature of witness)

Kelly Barry
Name of witness)


.....
By executing this Deed the attorney
states that the attorney has received
no notice of revocation of the power
of attorney.

EXECUTED by Landowner 5 Pty Ltd)
in accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)

ACN 630 166 291

Martine Elske Cappello (Director)
Name of director)


Signature of director)

N/A
Name of director/company secretary)

N/A
Signature of director/company secretary)



CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3015/349	GUNGAHLIN	249	13	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)

Alceon Group Security Holdings Pty Limited (ACN 613 555 712)


CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)

Alceon Group Security Holdings Pty Limited (ACN 613 555 712) as mortgagee (registered mortgage dealing number 3141410) consents to the registration of a Transfer and Grant of Easement between Land Owner 5 Pty Ltd (ACN 630 166 291) as grantor and Icon Distribution Investments Limited ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd, trading as Evoenergy ABN 76 670 568 688 as grantee

CERTIFICATION *Delete the inapplicable

Applicant

- *The Certifier has taken reasonable steps to verify the identity of the Applicant 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: 

Gamini Malcolm Colless
Australian Legal Practitioner

for: HWL Ebsworth Lawyers

on behalf of the Mortgagee



CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

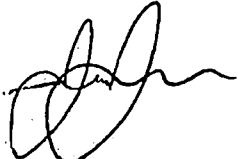
TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3015:349	GUNGAHLIN	249	13	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)
ARGUS INVESTMENTS NOMINEES PTY LIMITED ACN 670 956 895

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)
TRANSFER & GRANT OF EASEMENT FORM 080 – TGE BETWEEN LAND OWNER 5 PTY LTD ACN 630 166 291 AND ICON DISTRIBUTION INVESTMENTS LIMITED AND JEMENA NETWORKS (ACT) PTY LTD TRADING AS EVOENERGY

CERTIFICATION *Delete the inapplicable
Applicant

- *The Certifier has taken reasonable steps to verify the identity of the Applicant 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: 

<Name of certifying party>
<Capacity of certifying party>

for: <Company name>

on behalf of the ~~Lessor/Lessee~~/Mortgagee

Sandra Phan
Legal Practitioner
MORRIS LEGAL GROUP
Suite 5, 28 Eyre Street
Kingston ACT 2604

Information collected by the Registrar-General is disclosed to the ACT Revenue Office and Commonwealth Commissioner for tax administration purposes, ACT Government Directorates and other third parties. For more information visit: [Access Canberra Privacy - Access Canberra \(act.gov.au\)](#)



Chief



3388926

UNITS PLAN

Form 055 - ALUP

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Gadens Lawyers	Rebecca.Scully@gadens.com	30058426	02 6163 5050

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3023:390	GUNGAHLIN	249	13	

UNITS PLAN NUMBER	DATE
16518	11 June 2025

FULL NAME OF APPLICANT (Surname Last)	FULL POSTAL ADDRESS (including Post Code)
LAND OWNER 5 PTY LTD ACN 630166291	Unit 3, 57 Dacre Street Mitchell ACT 2911

TYPE OF VARIATION (Please tick relevant box and supply more detail – provide all unit numbers affected)

Staged Development (please complete box below)

Building Damage Order

Minor Boundary Change

Alteration to Schedule of Unit Entitlement - to add subsidiary 310(6)

Other

STAGED DEVELOPMENT (Please complete if application relates to a Staged Development)			
TOTAL NUMBER OF STAGES	STAGE NUMBER FOR THIS APPLICATION	UNIT NUMBERS COMPLETED IN THIS STAGE	LIST PAGE NUMBERS IN PLAN THAT HAVE BEEN AMENDED/REPLACED
2	2	88 - 323	Insert sheet 1A Replace sheets 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 40, 42, 43, 44, 45, 48, 50, 51, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68

SUPPORTING DOCUMENTATION (Please tick relevant box – supply all evidence required)

- ACT Civil and Administrative Tribunal (ACAT) Order Number -
- Authority executed by the Authorised officer on behalf of the Minister / Territory Planning Authority
- Amended Development Statement
- Gazettal Notice
- Amended Units Plan pages
- Amended Surveyors Declaration – Insert sheet 1A
- Application made within three (3) months of the date the Authority (Territory Planning Authority) has executed replacement sheets

COURT ORDER PERIOD (complete if applicable)	APPLICATION PERIOD (complete if applicable)
Application must be made within three months of the date of the court order. Date of Court Order: -	Application must be made within three months of the unopposed resolution by the Owners Corporation endorsing an application to the Minister. Date of Unopposed Resolution: -

CERTIFICATION *Delete the inapplicable

Territory Planning Authority

*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: *Lyn Tankey*
Lyn Tankey
Delegate of Authority
Position Number: POO686

MARK TOWART
Witnessed By (signature):

Mark Towart
Full name of Witness:

for: Territory Planning Authority


CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has taken reasonable steps to verify the identity of the Applicant 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 legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>
 <Capacity of certifying party>



Rebecca Jane Scully
 Solicitor
Trudans / **Trinity Law**
 Level 1, 55 Wentworth Avenue
 KINGSTON ACT 2604

for: <Company name>

on behalf of the Applicant

OFFICE USE ONLY			
Lodged by		Registered date / by	LMT - 12/06/2025
Data entered by		Attachments/Annexures	<i>Consent</i>



CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

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TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
	GUNGAHLIN	249	13	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)

Alceon Group Security Holdings Pty Limited ACN 613 555 712

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)


Consent to register Alteration to Units Plan 16518 including registration of Form 055 – ALUP – Application to Alter a Units Plan

CERTIFICATION *Delete the inapplicable

Applicant

- *The Certifier has taken reasonable steps to verify the identity of the Applicant 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.
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- *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:



Gamini Colless
Australian Legal Practitioner

for: HWL Ebsworth Lawyers

on behalf of the Mortgagee



CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
	GUNGAHLIN	249	13	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)

Argus Investments Nominees Pty Limited ACN 670 956 895

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)

Consent to register Alteration to Units Plan 16518 including registration of Form 055 – ALUP – Application to Alter a Units Plan

CERTIFICATION *Delete the inapplicable

Applicant

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- *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:

<Name of certifying party>
<Capacity of certifying party>

for: <Company name>

on behalf of the ~~Lessor/Lessee~~ Mortgagee



Sandra Phan
Legal Practitioner
MORRIS LEGAL GROUP
Ground Floor, 1/59 Wentworth Ave
Kingston ACT 2604



ACT
Government

Access
Canberra.

IMPORTANT NOTICE

Unit Plan - 16518

The plan you have just purchased is too large to download or to send to yourself using the email facility through ACTLIS Online.

IF SEARCH CONDUCTED BY A THIRD PARTY PLEASE CONTACT YOUR PROVIDER FOR A COPY

To receive a copy of this Plan, please send an email to the below address within 48 hours of your purchase stating the **ORDER NUMBER** as the subject heading and the dealing number and your organisation name in the body of the email.

actlandtitles@act.gov.au

Please note that you may receive the plan in sections
Apologies for any inconvenience this may cause.



Access Canberra | Chief Minister Treasury and Economic Development Directorate | ACT Government

480 Northbourne Avenue Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601 | www.act.gov.au/accessCBR



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	9	Block	13	Section	249	Suburb	GUNGAHLIN
-------------	----------	--------------	-----------	----------------	------------	---------------	------------------

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? Certificate Number: 87803	()	(X)
(N/A ex-Government House) <input type="checkbox"/>		
Dated: 26-FEB-25		
4. Has an application for Subdivision been received under the Unit Titles Act?		(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?		(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?		(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?		(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)		(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?		(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?		(see report)

Applicant's Name : Info Track
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 22055 - 189706036

Date: 24-MAR-26 15:29:36



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

24-MAR-2026 15:29

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

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

GUNGAHLIN Section 249/Block 13/Unit 9

Building Class: A

Area(m2): 17,341.5

Unimproved Value: \$13,000,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202139573 **Lodged** 16-DEC-21 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - AMENDMENT TO APPROVED DA202139573-S205N. Amendment to the development application for construction of multi-unit development comprising 87 townhouses and 236 apartments, commercial tenancies, basement carparking, waste enclosure, driveways and verge crossings, landscaping and associated works. - The amendment is to split commercial tenancy into 5 individual tenancies.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Gungahlin	249	13-13	

-- Involved Parties -----

Role	Name
Lessee	Suburban Land Agency
Applicant	Cappello Administrative Servic

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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



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

24-MAR-2026 15:29

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
249	12	202443475	PLANNING ACT 2023 - STAGE 2 NOTIFICATION OF DA202443475-S179B PROPOSAL FOR MULTI UNIT DEVELOPMENT AND LEASE VARIATION - Second stage of public notification for significant development for construction of 126 residential dwellings across two buildings of 4-6 storeys, two levels of basement parking, waste facilities, driveway/verge crossing, landscaping and associated works. Lease Variation to permit 126 multi-unit residential dwellings which is still under consideration - to further information regarding waste management and clarification to landscape, changes to building and floor plans and addition of windows and labels on architectural plans.	Approval Conditional	11-JUL-25

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at

<https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023



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

24-MAR-2026 15:29

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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

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

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **16518** Lot No. **9** Unit Number. **A09**

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

WMG Legal contracts@wmglegal.com.au

1. Committee Details

Cameron Moyses
Mark Spencer
Savanna-Rose Reale
Matthew McDonald
Darren Cooper

Eliza Young

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

2. Corporations Manager

The name and contact details of the corporations manager:

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

3. Records

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

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

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **16518** Lot No. **9** Unit Number. **A09**

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

Admin Fund \$91,328.41

Sinking Fund \$0.00

Total \$91,328.41

6. Additional Information

6.1. Developer Control Period

Developer control period expiry date: *N/A*

6.2. Details of any borrowings:

See Annexure

6.3. Details of installed sustainability infrastructure:

See Annexure

6.4. Summary of current service contracts:

Civium Holdings Pty Ltd - Managing Agent Agreement - 25/02/2025 - 25/02/2027

6.5. Application for Crown Lease extension:

Nil

6.6. Details of any ongoing Development Approval Conditions:

Nil

6.7. Details of any embedded network:

Is there an embedded network for water*?

Is there an embedded network for electricity*? Yes

Is there an embedded network for telecommunications*?

6.8. Details of any pool or insulation compliance:

Is there a regulated swimming pool*? No

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

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

Date: 25/03/2026
The Common Seal of
The Owners – Units Plan No 16518

Was hereunto affixed in
The presence of



Signature:





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

TAX INVOICE

Date: 25/03/2026

UP **16518** - Lot No. **9** Unit Number. **A09**

Preparation of S119 Certificate & Attachments	
UP 16518 Lot No. 9 Unit Number. A09	\$342.00
Invoice Total	\$342.00
	(Includes \$31.09 GST)

PAID

Civium Strata

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

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

Printed: 25/03/2026 11:38 am User: Rebekah Morton

Asset Register

16518 NUE 61 - 65 Camilleri Way

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

Nil

Civium Strata

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

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

Printed: 25/03/2026 11:38 am User: Rebekah Morton

Fund Proposals

16518 NUE 61 - 65 Camilleri Way

Date Determined

Title

Particulars

Nil



MINUTES OF THE EXECUTIVE COMMITTEE MEETING 2026

OWNERS UNIT PLAN - 16518

**NUE
61 - 65 Camilleri Way
Manning Clarke Crescent
GUNGAHLIN ACT 2912**

Held on :

Wednesday, 11 February 2026 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=41160>

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNIT PLAN NUE 16518

Held Wednesday, 11 February 2026 5:00 PM at

- Present** Cameron Moyses (Lot 214), Darren Cooper (Lot 55), Mark Spencer (Lot 217), Savanna-Rose Reale (Lot 123)
- Civium Rep(s)** Madison Duberal (Civium Strata)
- Proxies** None
- Company Nominees** None
- Apologies** Eliza Young (Lot 98)
- Voting Papers** None
- Other Attendees** None
- CFM** Nick Heller (Civium Facilities Management)
- Chairperson** Cameron Moyses

Meeting Opened 5:00 pm

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>MINUTES</p> <p>It was resolved that the minutes of the previous Strata Committee Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>

<p>2</p>	<p>FINANCIAL STATEMENTS AND ARREARS LISTING</p> <p>Members to review financial statements and current arrears listings to 06.02.2026</p> <p>Electricity No response received regarding the outstanding electricity question at the last meeting. Energy Locals advised they would respond by the end of the week.</p> <p>Gardening Invoice Gardening invoice was incorrectly allocated and will be moved from Gardens & Grounds to Caretaker.</p>
<p>3</p>	<p>APPLICATION FORMS</p> <p>A14 - Air Conditioning Unit - Approved</p> <p>C41 - CCTV (within unit boundary) - Approved</p>

4

ONGOING MATTERS FOR DISCUSSION

Common Power Usage - Basement

A work order was issued to GMH Electrical on 9 February for the installation of lockable covers.

Height Safety System Certification

Advice was sought and received from WAHA. Further information has been requested from RIS Safety, who have agreed to provide the Operations and Maintenance Manual to allow recertification to proceed. RIS Safety again noted that the system is incomplete and that solar panels have been installed over some components. It is to be determined whether this constitutes a defect.

Fire Evacuation Signs

All fire evacuation signage has now been installed.

CCTV Installation

Technicians attended site on 9 and 10 February to continue installation works.

Security Roller Door

The electrical quotation was approved by the Executive Committee. Work orders for both the gate and associated electrical works have been issued to the relevant contractors.

Defect Report

The defect report was received from Peak Consulting on 9 February and circulated to the Executive Committee and Core. The report notes no major defects, however identifies a number of minor defects.

Common Area Wi-Fi

The hardware has been programmed and forwarded to the Lynham Networks technician. Installation is anticipated in mid-February.

Sinking Fund Plan - Split Report

An updated report is currently awaited from BIV.

Unapproved Alteration - B26

No response has been received from the owner. The Strata Manager will follow up via phone and issue a second breach notice.

Level 8 Insurance Claim

The claim is progressing through insurance. Rectification of the affected units is expected within the next few weeks.

Items Falling onto Balconies

Correspondence has recently been issued regarding this matter. Any ongoing incidents should be reported to the Strata Manager and supported with photos where possible.

NEW ITEMS FOR DISCUSSION**Scooter Storage Request**

The meeting discussed a request for mobility scooter storage. It was agreed to implement a solution on a temporary trial basis.

Gardening Request - Pergolas

It was noted that the plants surrounding the townhouse communal pergolas are not currently growing onto the pergola structures. The gardeners will tie and train the plants to encourage growth over the pergolas.

Water Account Credit

The water account is currently in credit in the amount of \$18,487.00 due to an overpayment. It was agreed that a refund will be requested from Icon Water.

Commercial Area Planter Box Replanting

The Executive Committee approved the gardener's quote of \$2,460 plus GST for the supply and planting of four Crepe Myrtles "Diamond on the Dark" and 12 bags of polished black pebbles for the four garden beds. Approval is subject to the condition that if the plants fail within the next 3 to 4 months, the gardener will replace them at their cost.

It was noted that the current gardening scope includes pruning and shaping of trees and shrubs, weed control, nature strip mowing, and mulch and replacement of unhealthy plants at an additional cost where required.

Bollard Lights

Repairs to the bollard lights were completed on 28 November; however the fault has reoccurred. NES will attend site before the end of the week to undertake further investigations.

Lift Defect Report

Electralift Co has attended site and continues to undertake rectification works in relation to defects identified in the JCA report.

Door Timer

As the CCTV installation has not yet been completed, this matter will be deferred to the next Executive Committee meeting.

Fire Defects

The fire defect report has been provided to Core for review and action.

Maintenance Plan

The Building Manager has updated the maintenance plan to reflect current maintenance contracts and allocated responsibilities.

House Rules

The Executive Committee considered the feedback received in relation to the house rules. An updated version will be agreed at the next meeting and circulated to owners.

AGM Timing

At the next Executive Committee meeting, the final financial statements will be approved and the proposed 2026–2027 budget considered. The Strata Manager will notify owners of the upcoming AGM and call for expressions of interest for Executive Committee nominations.

Next Meeting: 11 March 2026

There being no further business the chairperson declared the meeting closed at 06:08 pm
Dated: 11 February 2026
Issued by Civium Property Group for and on behalf of the Owners Corporation.



MINUTES OF THE EXECUTIVE COMMITTEE MEETING 2026

OWNERS UNIT PLAN - 16518

**NUE
61 - 65 Camilleri Way
Manning Clarke Crescent
GUNGAHLIN ACT 2912**

Held on :

Wednesday, 21 January 2026 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=41064>

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNIT PLAN NUE 16518

Held Wednesday, 21 January 2026 5:00 PM at

Present	Cameron Moyses (Lot 214), Darren Cooper (Lot 55), Eliza Young (Lot 98), Mark Spencer (Lot 217), Savanna-Rose Reale (Lot 123)
Civium Rep(s)	Madison Duberal (Civium Strata), Nick Heller (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	Matthew McDonald (Lot 19)
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	Mark Spencer

Meeting Opened 5:00 pm

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>MINUTES</p> <p>It was resolved that the minutes of the previous Strata Committee Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>

2

FINANCIAL STATEMENTS AND ARREARS LISTING

Members to review financial statements and current arrears listings to 20/01/2026.

The following questions were raised at the meeting:

Waste Collection - Clarification on Cleanaway Invoices

Invoices were received from Cleanaway in April and May 2025 only. These relate to waste collection arranged prior to the ACT Government commencing servicing of the building and do not represent an ongoing cost.

Electricity - First bill received in October 2025 - are there outstanding bills prior to this period?

This matter is awaiting further clarification from the supplier. An update will be provided to the Executive Committee offline.

Water - Two invoices were received for the same billing period. Clarification was requested regarding the water meters at the complex.

Icon Water confirmed there is a single meter servicing the complex and that invoices will be issued quarterly going forward. Icon Water advised the out-of-cycle invoices were due to estimated readings. The next scheduled meter read is 20/03/2026, with quarterly billing expected thereafter.

3

ONGOING MATTERS FOR DISCUSSION

ACAT Matter: finalising submission and representatives of EC to attend

The EC will be represented by Mark and Darren.

Common Power Use in Basement

The Building Manager is in the process of obtaining quotes for a lockable cover. It was noted that no further reports have been received and no charging activity has been observed by the Building Manager.

Insurance Renewal

The policy has been renewed with CHU.

Alternative Rules

The EC agreed to the latest version of the house rules and resolved that these be circulated to all owners for comment prior to the AGM.

Commercial Area Fence

No response has been received from Core. This will be reviewed by Peak during the defect inspection.

Core Development Advertising Signs

It was agreed to request removal of the signage at the complex.

Stolen Furniture

It was agreed to consider replacement of the couch once CCTV has been installed.

Height Safety System Certification

Information has not yet been received from RIS Safety, despite multiple follow ups by the Building Manager.

Fire Evacuation Signs

Signs have been installed in both towers. Level 6 aluminium signs will be supplied and installed shortly.

CCTV Installation

Installation commenced on 19/01/2026 and is ongoing, with some hardware still awaiting delivery. An owner at the general meeting suggested security guard patrols at the complex. The EC noted this suggestion and agreed that CCTV should be sufficient at this stage, with further measures to be considered in the future if CCTV proves

inadequate.

Security Roller Door

A quote request has been sent to GMH. They attended site on 19/01/2026. Technical specifications for the roller door motor were provided to GMH on 20/01/2026 to assist with preparation of the quote.

Defect Report

Peak will commence their inspection on 21/01/2026.

Bin Chute Clean

Cleaning took place on 19/01/2026 and the odour has significantly reduced.

Common Area Wi-Fi

Follow ups were sent on 15 December 2025, 12 January 2026 and 20 January 2026. No updates have been received from Lynham Networks.

Sinking Fund Plan Split Report

An update is in progress from BIV.

Unapproved Alteration B26

A breach notice has been issued to the owner due to no response or update since November 2025.

Installation of Bike Hoops and Convex Mirrors

Bike hoops and convex mirrors have been installed.

Townhouse Solar

No further action is required from the Building Manager. This has been noted as the responsibility of the individual owner.

Maintenance Plan

The Building Manager has completed updates to the maintenance plan to include current contracts and suppliers. This will be circulated to the EC offline.

4

NEW ITEMS FOR DISCUSSION

Level 8 Insurance Claim

The insurers assessor attended on Friday and are in the process of preparing their report. Further updates to follow offline.

Please be advised that steamatic will be attending tomorrow to conduct further testing if additional remediation works are required. Presently, Eco Dry have installed dehumidifiers and dryers throughout the affected units which should continue running until the end of the week.

Endura have been the appointed builder, and they confirmed that they will be attending Friday to complete their scope of works and quote.

Once we have further information from both Endura and Steamatic, I will be able to update you accordingly.

Items Falling onto Balconies

Several reports have been received from residents on lower levels advising that items have landed on their balconies from balconies above or from the Level 6 BBQ area. A notice has been issued on C-Hub for information and awareness. This matter will continue to be monitored.

Dog Waste on Front Nature Strip

A significant amount of dog waste has been reported on the front nature strip. A notice has been issued to residents. The gardeners are currently unable to maintain this area due to health and safety concerns. A further notice will be issued to all owners reminding them of their obligations under the house rules regarding pets.

Vehicles Parking on Nature Strip

Ongoing complaints have been received regarding vehicles parking on the nature strip. As this area is government land, the recommended course of action is for residents to report these matters directly to Access Canberra. Instances of vehicles parking outside specific units on common property will be raised directly with the relevant owners.

Abandoned Vehicles - Visitor Parking

At least three vehicles have been identified as potentially abandoned. Notices will be issued in accordance with the Abandoned Goods Act.

Trolleys

A large number of trolleys have been observed at the complex. These are currently being reported by the Building Manager. A notice will be sent to all owners requesting that trolleys are reported to the relevant authority when sighted.

Front Door Timer

The Executive Committee agreed to monitor the effectiveness of the CCTV and review this matter at the next meeting to determine whether the front door open times should be reduced, or whether the door should be locked with access provided to Australia Post via code or fob.

Motion Open

There being no further business the chairperson declared the meeting closed at 06:14 pm
Dated: 21 January 2026
Issued by Civium Property Group for and on behalf of the Owners Corporation.



MINUTES OF THE EXECUTIVE COMMITTEE MEETING 2025

OWNERS UNIT PLAN - 16518

**NUE
61 - 65 Camilleri Way
Manning Clarke Crescent
GUNGAHLIN ACT 2912**

Held on :

Wednesday, 17 December 2025 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=40759>

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNIT PLAN NUE 16518

Held Wednesday, 17 December 2025 5:00 PM at

Present	Cameron James Edward Moyses (Lot 214), Darren Cameron Boyd Cooper (Lot 55), Jaime Britton (Lot 289), Mark Ronald Spencer (Lot 217), Mr Matthew Patrick McDonald (Lot 19), Savanna-Rose Reale (Lot 123)
Civium Rep(s)	Michael Cassidy (Civium Strata), Nick Heller (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	Jaime Britton
CFM	None
Chairperson	Mark Ronald Spencer

Meeting Opened 5.00 p.m.

A Quorum was reached

MOTION	Motion for consideration
1	<p>MINUTES</p> <p>It was resolved that the minutes of the previous Strata Committee Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>

2	<p>FINANCIAL STATEMENTS AND ARREARS LISTING</p> <p>Members reviewed and noted the financial statements and current arrears listings.</p> <p style="text-align: right;">Motion Carried</p>
3	<p>NEW ITEMS FOR DISCUSSION</p> <p>ACAT Matter</p> <p>The Owners Corporation have been named as a second respondent in UT/38/2025 Ibrahim & Mahmoud v Civium & The Owners - Units Plan 16518. Discussion on next steps deferred to later in the meeting.</p> <p>Common Power Use</p> <p>Residents have raised concern about use of common property power points for vacuuming and potential EV charging. The danger arising from extension leads through common property areas were also noted.</p> <p>The Building Manager indicated that he has discussed potentially installing lockable covers with an electrical contractor when they were onsite, who advised that they would need to be installed by a licensed electrician.</p> <p>It was resolved that the Building Manager obtain a quote for the supply and installation of covers.</p> <p>Insurance Renewal</p> <p>Discussed separately below.</p> <p>Alternative Rules</p> <p>The draft updated alternative rules were discussed briefly. It was noted that a period of consultation on the final version of the rules with owners before any meeting to formally adopt them was likely.</p> <p>It was agreed to try and finalise the proposed rules at the February 2026 meeting.</p> <p>It was noted that the rules may need to be reviewed to consider whether the use of power points on common property is addressed.</p> <p>Commercial Fence</p> <p>The Executive Committee was advised that sections of this fence on ground floor of the western side of the complex had collapsed during recent high winds. A temporary fix by the developer also subsequently failed.</p> <p>A more permanent solution was still pending, and it was noted that this may be a defect requiring installer rectification.</p> <p>Basement cleaning</p> <p>The Building Manager advised of the significant amount of small debris and dirt across the parking areas and of the practice in other complexes of the regular cleaning of parking areas.</p> <p>It was resolved that the basement cleaning quotation from Fairy services be approved.</p> <p>The Building Manager was requested to ensure appropriate notice to residents to allow repositioning of vehicles and materials from storage cages if needed. It was anticipated that this cleaning would occurring during February or March.</p> <p>Letterbox & Door Keys</p>

It was noted that it was an owner responsibility to maintain letterbox and door keys.

Core Development Advertising Sign

It was noted that one of these signs was loose, with removal requested for safety reasons. It was noted that the agreement was until end of January for signs to be installed at the development.

Stolen Sofa

The Building Manager advised that this had been reported to police. The possibility of an insurance claim would be investigated by the Strata Manager.

Parcel Delivery/Foyer Locking

The Building Manager advised that discussions with AusPost for the installation of parcel lockers was ongoing.

It was agreed to re-examine the timing of foyer locking in the new year.

Height Safety System

The Building Manager advised that the certification of the building's height safety system was overdue, and it cannot use until certified.

RISSafety has quoted \$7,000.00 for annual inspection, alternative quotes were being sought and would be provided to the Executive Committee for consideration when received.

Motion Acknowledged

4

UPDATE ON QUOTES

Electrical PPM - GMH quote.

Inspection completed 25 November. Subsequent quote provided on 27 November and approved by EC to replace 2 faulty exit lights and a faulty LED downlight.

Fire evacuation signs - FireDirect quote.

Followed up with Fire direct 16 December. The signs will potentially be put up this week but more likely to be in after Christmas.

Pest control - A1 Pest Control quote

30 bait stations installed on 27 October.

Security – Roller Door

This is waiting for the electrical portion of the quote. The Building Manager has continued to follow up but a quote was unlikely to be received before the end of the year given Christmas shutdowns.

Defect Report - Peak Quote

Following the acceptance of the quotation offline from Peak Consulting to prepare a professional defects report for submission as part of the building warranty process, the inspection has scheduled for 21 and 22 December as they estimate 12 hours will be required.

Plumbing PPM Quote – Venture Plumbing

Following the acceptance of the quotation offline, the Building Manager confirmed that a work order was being issued.

Approved offline - Bin Chute Clean

The relevant items in the Maintenance Plan was discussed, with quarterly cleaning recommended. It was noted that this would cost around \$8,000 per annum which should be provided for in future budgets.

It was resolved that the cleaning of the bin chute be undertaken each quarter and the Building Manager make the applicable arrangements.

Approved offline - CCTV Quote (Guardtech)

The Building Manager advised that the contractor was planning to install during the week commencing 19 January but would do sooner if possible.

The Building Manager was requested to:

- confirm the retention period of recordings,
- ensure appropriate signage was installed, and
- message all residents to provide an update on progress.

Approved offline - Faulty Light Replacement (GMH Electrical)

The faulty light repair had been completed 17 December, subject to some final tile replacement pending.

Motion Acknowledged

5

ONGOING MATTERS/UPDATES SINCE LAST MEETING

Improved accessibility for bicycle storage

Magnetic door stop installation occurred on 18 December.

Lift – end of Developer Liability Period (DLP) and performance maintenance agreement

The lifts had been inspected, with the report due close of business Friday from contractor. Damage to one door had been repaired earlier.

The Building Manager confirmed that there was no maintenance gap between potential agreement end dates.

Basement speed limit signs

The building manager has installed signage earlier in the day.

Common Wi-Fi

The quote for building manager and common property WiFi has been approved, and the Building Manager continued to follow up the provider. Installation was not expected until the New Year.

Alteration of ground floor refuse room door lock

The alteration to the ground floor refuse room lock was approved at the last meeting, however concerns have been raised regarding this. While not a fire escape route required under the building's fire evacuation plan it did provide a convenient additional exit point.

A quote has been requested to put the refuse roller door on a timer, as it currently needs to be closed manually. These were expected the day after this meeting for consideration by the Executive Committee.

Use of disabled parking spaces

ACT Government are unable to assist with this as it's private parking. The spaces remain marked, and notices would be sent out to unit owners regarding appropriate use, seeking to ensure that these spots are left available for genuine vehicle who require the spaces.

It was noted that the proposed Alternative Rules addressed this issue.

Level 11 balcony height complaint

The owner provided an application form however it was missing required information. Once we have all the required information, the application will be presented to the Executive Committee for consideration.

Sinking Fund Plan – split between apartments and townhouses

The Strata Manager advised that BIV can split the reports for an additional charge (\$770 incl GST). This will be two separate reports - one for apartments and one for townhouses. The Strata Manager will supply split information to BIV.

It was resolved that the additional charge for the splitting of the sinking fund report be approved.

Unapproved alteration B26

The owner has advised they have experienced health issues and their handyman can complete this work in the new year.

Installation of clearance bar, bike hoop and convex mirrors

The materials have just been received. Ochre has noted the delay and has confirmed the mirrors and bike hoops will be installed as soon as the materials are received.

Townhouse solar

The building manager continues to investigate solar panels on the townhouses. No further updates have been received

Maintenance Plan

The building manager is in the process of expanding the report to include all PPM contracts.

Motion Acknowledged

6

INSURANCE RENEWAL

The initial quotation and follow up questions were noted. An updated quotation was expected imminently.

The Strata Manager was requested to ensure that the machinery within the complex was adequately covered and that owners were requested to advise the Owners Corporation of any holiday letting.

Motion Acknowledged

7

NEXT MEETING

While noting that the composition of the Executive Committee would be considered by the members at the next Annual General Meeting, maintaining the current meeting pattern would result in the following schedule for 2026:

- 14 January
- 11 February
- 11 March
- 8 April
- 13 May
- 10 June
- 8 July
- 12 August
- 9 September
- 14 October
- 11 November
- 9 December

It was resolved to adopt this meeting schedule subject to adjustment as required closer to each meeting.

The Building Manager left the meeting at this point.

Motion Open

8

ACAT MATTER

The Order dated 26 November joining the Owners – Units Plan 16518 to UT/38/2025 Ibrahim & Mahmoud v Civium & The Owners - Units Plan 16518 were noted.

The following timeline for the matter was also noted:

- 21 January 2026 - Lodgement of response and provision of copies of minutes
- 4 February 2026 – Preliminary Conference
- 1 April 2026 – Hearing

The Strata Manager advised that:

- A meeting of the Owners Corporation would need to approve the defending of the proceedings in accordance with section 2.5 of Schedule 2 of the Unit Titles Management Act 2011, and
- The Owners Corporation would need to appoint one or more individuals as representatives with authority to act for the Owners Corporation in accordance with the ACT Civil and Administrative Tribunal Act 2008.

It was resolved that a meeting of the Owners Corporation be convened online commencing 5:00pm on Wednesday 14 January 2026 to consider the following resolutions:

1. The Owners – Units Plan 16518 defend the proceedings in the ACAT matter UT/38/2025 Ibrahim & Mahmoud v Civium & The Owners - Units Plan 16518.
2. The Executive Committee be authorised to engage legal representation to assist in this defence as it considers necessary.
3. Two or more members of the Executive Committee be authorised to act jointly for the Owners Corporation in accordance with the ACT Civil and Administrative Tribunal Act 2008 until this matter is resolved.

Michael Cassidy from the Strata Manager left the meeting at this point.

The Committee further discussed the ACAT Application and whether external legal advice was necessary at this stage.

RESOLVED that, should the matter proceed beyond the Preliminary Conference, the Committee would meet to discuss whether to engage legal representation and whether this should be separate to any representation of other respondents.

Michael Cassidy from the Strata Manager rejoined the meeting.

Motion Open

There being no further business the chairperson declared the meeting closed at 06:30 pm

Dated: 17 December 2025

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



MINUTES OF THE EXECUTIVE COMMITTEE MEETING 2025

OWNERS UNIT PLAN - 16518

**NUE
61 - 65 Camilleri Way
Manning Clarke Crescent
GUNGAHLIN ACT 2912**

Held on :

Wednesday, 12 November 2025 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=40383>

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNIT PLAN NUE 16518

Held Wednesday, 12 November 2025 5:00 PM at

Present	Cameron Moyses (Lot 214), Darren Cooper (Lot 55), Eliza Young (Lot 98), Mark Spencer (Lot 217), Matthew McDonald (Lot 19), Savanna-Rose Reale (Lot 123)
Civium Rep(s)	Madison Duberal (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	Nick Heller (Civium Facilities Management)
Chairperson	Mark Spencer

Meeting Opened 5:02 pm

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>MINUTES</p> <p>It was resolved that the minutes of the previous Strata Committee Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>FINANCIAL STATEMENTS AND ARREARS LISTING</p> <p>Members reviewed and noted the financial statements and current arrears listings.</p> <p style="text-align: right;">Motion Carried</p>

3	<p>APPLICATION FORMS</p> <ul style="list-style-type: none"> • Unit A03/63 - EV Charger - Approved. <p>It was noted that as more electric vehicle (EV) chargers are installed within the building, future electrical upgrades may be required, and the available power to individual unit chargers may be reduced. The Strata Manager undertook to advise the applicant of this.</p> <p style="text-align: right;">Motion Carried</p>
4	<p>ITEMS FOR DISCUSSION</p> <p>New Items</p> <p>Improved accessibility for bicycle storage Quotes will be obtained for the installation of a door closer and a ramp to improve accessibility.</p> <p>Dogs on Level 6 BBQ area Signs will be installed reminding owners to tidy up after their dogs.</p> <p>Use of disabled parking spaces It was noted that the disabled parking spaces at the complex are considered private, and public parking rules do not apply. It was also noted that the ACT Government may be able to attend the site to issue fines. This option will be explored further.</p> <p>Lift – end of Developer Liability Period (DLP) and performance maintenance agreement Quotes will be obtained for the ongoing lift maintenance contract to ensure that an agreement is in place prior to the expiry of the developer liability period</p> <p>Level 11 balcony height complaint It was noted that the balcony height meets the Australian building code which provides an objective standard for building safety and compliance. It was further noted that the owner's corporation is not responsible for any alterations that may be desired to the balustrade and that any modifications may void warranty periods. While some balconies have higher railings, this is for aesthetic purposes only.</p> <p>Should any owners wish to alter the balustrade height or materials, this would be considered after the submission of an application to the Executive Committee. All applicable costs would need to be borne by the relevant owner who would also be responsible for obtaining all relevant building and government approvals. In considering any such application the Executive Committee noted that the impact on the building aesthetics would need to be carefully considered.</p> <p>Items stored in hallways An email was received regarding the developer's manual suggesting the use of floor mats, which was believed to contradict the house rules. It was agreed that items are not to be stored in hallways and any floor mats must be installed within the unit boundary.</p> <p>Alteration of ground floor refuse room door lock The alteration to the ground floor refuse room lock was approved.</p> <p>Maintenance Plan The maintenance plan completed by QIA was noted. The report will be expanded to include current maintenance contracts and the responsibility for each item.</p> <p>Quotes</p> <p>Security – CCTV and roller door The building manager will obtain a new quote for CCTV, beginning with one or more cameras in the main foyer to provide security over parcel delivery with allowance for future expansion. An updated quote will also be obtained for a roller shutter, along with associated electrical provisions.</p>

Gardening – increased mowing and weeding frequency, plant replacement

The revised quote was noted as budgeted and was approved.

Basement speed limit signs

The building manager will purchase and install approximately six speed limit signs in the basement.

Common WiFi

The quote for building manager and common property WiFi was approved.

Insurance valuation

The insurance valuation report will be ordered through BIV to allow consideration of it and subsequent renewal quotes ahead of the renewal due on 13/01/2026

Electrical PPM

The GMH quote was approved offline.

Fire evacuation signs

The FireDirect quote was approved offline.

Pest control

The A1 Pest Control quote was approved offline.

Ongoing Matters**Sinking Fund Plan – split between apartments and townhouses**

It was noted that two separate reports may be required to facilitate a split between the townhouse and apartment sinking fund allocations. This has been requested from BIV.

90-day defect report

The 90-day defect report was sent to the builder in October; no response has been received. The building manager reported that during recent high winds, flashing detached from the building due to loose rivets. Core attended the same day to make safe, with further works required. This matter was included in the defect report.

Unapproved alteration B26

It was noted that the unapproved alteration has not been removed. The Strata Manager is working with the owner.

Installation of clearance bar, bike hoop and convex mirrors

An invoice for materials has been paid. Works will proceed once materials arrive. The height clearance sign has been deferred until the additional roller door is installed.

Townhouse solar

The building manager continues to investigate solar panels on the townhouses.

Next Meeting: 17 December 2025

There being no further business the chairperson declared the meeting closed at 06:47 pm

Dated: 12 November 2025

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



MINUTES OF THE EXECUTIVE COMMITTEE MEETING 2025

OWNERS UNIT PLAN - 16518

**NUE
61 - 65 Camilleri Way
Manning Clarke Crescent
GUNGAHLIN ACT 2912**

Held on :

Wednesday, 15 October 2025 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=40079>

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNIT PLAN NUE 16518

Held Wednesday, 15 October 2025 5:00 PM at

Present	Darren Cooper (Lot 55), Mark Spencer (Lot 217), Savanna-Rose Reale (Lot 123)
Civium Rep(s)	Madison Duberal (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	Cameron Moyses (Lot 214)
Voting Papers	None
Other Attendees	None
CFM	Nick Heller (Civium Facilities Management)
Chairperson	Mark Spencer

Meeting Opened 5:00 pm

Reduced Quorum Meeting

MOTION	Motion for consideration
	<p>PROCEEDING OF MEETING</p> <p>A quorum of the Executive Committee was not reached. No resolutions could be passed, and items were discussed on an informal basis only.</p>

<p>2</p>	<p>MINUTES</p> <p>That the minutes of the previous Strata Committee Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p><i>NOTE: The attendee list included a co-owner that was not present, this has been amended.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>3</p>	<p>FINANCIAL STATEMENTS AND ARREARS LISTING</p> <p>Members to review financial statements and current arrears listings to 14.10.2025</p> <p><i>Note: There are some issues coding the caretaker invoices (cleaning/gardening). For clarity, the cleaning portion is \$10,660.00, the gardening portion is \$766.00 monthly.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>4</p>	<p>APPLICATION FORMS</p> <ul style="list-style-type: none"> • Unit G07 - CCTV within unit boundary - Approved, noting the camera will only record within the unit boundary.

ITEMS FOR DISCUSSION**1. Quotes****Clearance Bar, Bike Hoop, and Convex Mirror**

This quote was approved via email prior to the meeting.

Wi-Fi in Common Areas

Concerns were raised regarding the potential misuse of common Wi-Fi. The Strata Manager will investigate what other complexes have implemented for their work from home areas.

Installation of Roller Door and CCTV for Common Areas

The meeting discussed the continued break-ins at the complex. The Building Manager shared information indicating that intruders are often cutting the fence near the garage door controller and reaching over to access it. A quote for an additional garage door and two CCTV quotes was reviewed, with further CCTV quotes expected. In the interim, the Building Manager will install a metal sheet to restrict access to the residential area and reduce the risk of break-ins.

Electrical PPM

Further clarification on this quote is required offline.

Fire Evacuation Plans

The Committee agreed that the FireDirect quote is the preferred option. Formal approval will be provided offline.

Pest Control – For Consideration

The Committee agreed that the A1 Pest Control quote is the preferred option. Formal approval will be provided offline.

2. Updates from Last Meeting**Remotes/Fobs**

All outstanding and new fob and key requests are now being processed.

EV Charging

Alex Boundy attended the site following the last meeting and confirmed that there is no existing provision for Electric Vehicle (EV) chargers. It was recommended that the applicant submit a proposal from their electrician for review on merit. Alex will assist with this process.

Sinking Fund / Maintenance Plan Reports

BIV provided a copy of their Sinking Fund Plan prior to the meeting, which will be reviewed at the next meeting. The Maintenance Plan is expected to be completed shortly. It was noted that the Sinking Fund Plan does not include a split between apartments and townhouses. The Strata Manager will investigate this and update the Committee accordingly.

3. Other Items**Defect Report**

The Building Manager completed a non-invasive defect report for the common property, which has been forwarded to the builder. It was noted that this report is not a professional defect inspection, and a formal assessment should still be considered.

Solar on Townhouses

Some owners have raised queries regarding the solar on the townhouses. The Building Manager is awaiting clarification from Energy Locals.

Next Meeting: 12 November 2025

There being no further business the chairperson declared the meeting closed at 06:24 pm
Dated: 15 October 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.



MINUTES OF THE EXECUTIVE COMMITTEE MEETING 2025

OWNERS UNIT PLAN - 16518

**NUE
61 - 65 Camilleri Way
Manning Clarke Crescent
GUNGAHLIN ACT 2912**

Held on :

Wednesday, 10 September 2025 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=39304>

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNIT PLAN NUE 16518

Held Wednesday, 10 September 2025 5:00 PM at

Present	Cameron Moyses (Lot 214), Darren Cooper (Lot 55), Mark Spencer (Lot 217), Matthew McDonald (Lot 19), Savanna-Rose Reale (Lot 123)
Civium Rep(s)	Madison Duberal (Civium Strata), Nick Heller (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	Eliza Young (Lot 98)
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>MINUTES</p> <p>It was <i>resolved</i> that the minutes of the previous Executive Committee Meeting be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>FINANCIAL STATEMENTS AND ARREARS LISTING</p> <p>Members to review financial statements and current arrears listings to 08.09.2025.</p> <ul style="list-style-type: none"> • <i>The Executive Committee raised questions regarding invoices which have been allocated to the incorrect budget code. The Strata Manager has updated these items accordingly and an updated copy of the financials will be circulated.</i> <p style="text-align: right;">Motion Carried</p>

3

APPLICATION FORMS

- **Unit 252 - Additional Door Lock** - Approved, noting the proposed lock is fire-rated.
- **Unit D55 - CCTV for Courtyard** - Approved, noting the camera will only record within the unit boundary.
- **Unit 303 - Ring Doorbell** - Rejected, due to privacy concerns with recording the common property.
- **Unit 303 - Additional Air Conditioner Unit** - Deferred, pending further information from the applicant.
- **Core Signage Request** - Approved until the end of January 2025. The Strata Manager will follow up on the outstanding items with Core.

It was agreed that a document will be created and circulated to all owners providing an overview of the types of applications that are generally likely to be approved, such as flooring upgrades meeting acoustic standards, cat netting of consistent style, security doors or clotheslines in townhouses, and other similar improvements that meet safety and aesthetic requirements. This will assist in reducing repetition of discussions and provide greater clarity to owners.

Motion Carried

4

ITEMS FOR DISCUSSION

- **Booking System for Level 6**
A number of booking requests have been received for the Level 6 common area. A booking system will be created for this purpose. It was also noted that a new booking system will be integrated into C-Hub in the future.
- **Front Door Access**
NES advised they would charge an hourly rate of \$135 to program the front door. As no further concerns about the door have been raised, this item will be monitored and reconsidered if required.
- **Wi-Fi in Communal Areas**
This item remains on hold, pending a quote from Lynham Networks.
- **Remotes/Fobs**
NES will attend the complex to program the remotes, with costs charged back to the requesting owner. There are currently approximately 40 fob requests outstanding. An additional 50 fobs have been ordered. There is no update on the key register.
- **Ochre Works:** Ochre attended the complex to quote for additional convex mirrors, a basement clearance sign, and additional bike racks. The quote was not available at the meeting but will be circulated to the Executive Committee once received.
- **Parcel Lockers:** The Executive Committee reviewed quotes from My Parcel Locker and Smartech Systems. It was agreed that the building is not in a financial position to justify this expense (approximately \$40,000).
- **Building Manager Report**
The monthly Building Manager's report will be made available to all owners on C-Hub.
- **Items Stored in Hallways (Doormats, Shoes)**
It was agreed that items stored in hallways are against the House Rules as they pose a safety hazard. A general notice will be issued to all residents requesting removal. Failure to comply will result in personalised notices being sent to affected units.
- **Nature Strip Damage**
It was noted that residents are parking and driving on the nature strip at the front

of the complex, causing damage to the grass. Quotes for bollards will be obtained for consideration. It was also noted that this upgrade requires approval from the ACT Government.

- **Visitor Parking**

It was noted that a number of vehicles are regularly parking in the visitor parking spaces. Owners are reminded that visitor parking is for the use of visitors only and not for residents.

- **Basement Storage**

It was noted that some residents are storing items on top of their storage cages, which is strictly prohibited due to fire safety concerns. Notices will be sent to these units.

- **Commercial Units**

It was noted that most of the commercial units have been sold. The Executive Committee asked whether they have any say in the tenants that occupy these units. The Strata Manager advised this depends on the zoning of the land. NUE is zoned as CZ5: Mixed use.

- **House Rules**

The Strata Manager will provide a copy of House Rules from other similar complexes for reference.

Next Meetings: 15 October, 12 November, 10 December (tentative).

There being no further business the chairperson declared the meeting closed at 06:11 pm

Dated: 10 September 2025

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



MINUTES OF THE EXECUTIVE COMMITTEE MEETING 2025

OWNERS UNIT PLAN - 16518

**NUE
61 - 65 Camilleri Way
Manning Clarke Crescent
GUNGAHLIN ACT**

Held on :

Wednesday, 13 August 2025 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=39040>

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF UNIT PLAN NUE 16518

Held Wednesday, 13 August 2025 5:00 PM at

Present	Cameron Moyses (Lot 214), Darren Cooper (Lot 55), Eliza Young (Lot 98), Mark Spencer (Lot 217), Savanna-Rose Reale (Lot 123)
Civium Rep(s)	Madison Duberal (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	Nick Heller (Civium Facilities Management)
Chairperson	Mark Spencer

Meeting Opened 5:00 pm

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>OFFICE BEARERS</p> <p>It was resolved that the Executive Committee elect a chairperson, secretary and treasurer to the position of office holders.</p> <p>Chairperson - Mark Spencer Secretary - Cameron Moyses Treasurer - Savanna-Rose Reale</p> <p>It was resolved that Executive Committee delegate the functions of the Treasurer and Secretary back to the Strata Managing Agent.</p> <p style="text-align: right;">Motion Carried</p>

<p>2</p>	<p>FINANCIAL STATEMENTS AND ARREARS LISTING</p> <p>It was noted that building's financial year is determined by its registration date, which does not always align with the standard tax year. For NUE, the financial year runs from 25 February 2025 to 24 February 2026.</p> <p>There are currently no units with outstanding levy balances/arrears.</p>
<p>3</p>	<p>APPLICATION FORMS</p> <p>Unit 1015 – Flooring Application Approved, noting that it meets the minimum 3-star rating (&Delta;Lw 15–20 dB, IIC 50–60). The Strata Manager will contact Core to confirm the star rating of the current flooring.</p> <p>Unit 1015 – EV Charger Deferred to the next meeting, pending additional information and consideration of a whole-of-complex approach that would benefit all residents.</p> <p>Unit 317 – Cat Netting Approved. The Strata Manager will confirm the specifications of the netting, which will be recommended for any future installations.</p> <p>Unit A18 – Security Door Approved.</p> <p>Unit A01 – Security Camera Approved, on the condition that the camera only captures footage within the unit boundary.</p> <p>Unit A01 – Clothesline Approved, noting that the colour aligns with the building's aesthetic.</p> <p>Unit 219 – Clothesline Approved, noting that the colour aligns with the building's aesthetic and the installation complies with the NCC Barrier Safety Standards.</p>

4

BUILDING MANAGER UPDATE

Fob Readers

Lift access has now been restricted to require fobs for access to the B1 and B2 basement levels.

Front Door Access

The main entrance door to the tower is currently unlocked between 6:00 am and 7:30 pm. It was agreed to reduce these hours to standard business hours (9:00 am–5:00 pm) to improve security.

Wi-Fi in Communal Areas

The Building Manager has requested a quote from Lynham Networks for Wi-Fi in the communal work-from-home area on Level 6. Concerns were raised that residents can use their own Wi-Fi or hotspots if needed. The quote will be reviewed before a decision is made.

Fob Access Issue 2 August

On Saturday 2 August, residents reported being unable to access their floors due to lift fob readers not working. Residents contacted the after-hours emergency line, and the security contractor attended to disable elevator access controls. On Monday morning, the contractor determined the cause was a faulty smart switch in the Level 10 communications cupboard, which had tripped the power to the card readers and intercoms. A new smart switch has been installed and tested, and all systems are now operational.

Remotes/Fobs

The Building Manager has received the new fobs and remotes. These are currently unprogrammed and will be distributed to residents with outstanding requests once programming is complete.

5

ITEMS FOR DISCUSSION

Convex Mirror Quote

It was agreed that additional convex mirrors are required beyond the one originally quoted. The Building Manager will meet with Ochre Trade Services to confirm the additional mirrors required. An updated quote will be presented to the Executive Committee.

Quotes for Insurance Valuation, Maintenance Plan, and Sinking Fund Plan

BIV has agreed to match QIA's pricing for the Sinking Fund Plan and Insurance Valuation report; however, they do not prepare Maintenance Plans. It was agreed to proceed with the Sinking Fund Plan from BIV and the Maintenance Plan from QIA. The Insurance Valuation will be obtained at a later date, closer to the insurance renewal.

House Rule Review

The Executive Committee will complete a review of the House Rules offline.

Clearance Sign for Basement

The Building Manager will obtain a quote for a height clearance sign for the basement.

Parcel Lockers

Quotes have been requested for parcel lockers at the complex. Once received, these will be reviewed by the Executive Committee to determine if this is a necessary upgrade at this time.

Request for Sharps Disposal Bins

An owner has requested consideration of sharps disposal bins at the complex. The Strata Manager will research available options. Concerns were also raised about the potential for incorrect disposal of sharps on common property and any possible insurance implications. The Strata Manager will confirm this with the insurance team.

Bike Storage

The bike storage room is currently at full capacity. The Building Manager will obtain a quote for the installation of additional bike hooks on the walls.

Meeting Frequency

The next meeting is scheduled for 10 September 2025. It was agreed to hold monthly meetings for the first few months.

There being no further business the chairperson declared the meeting closed at 06:34 pm

Dated: 13 August 2025

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



MINUTES OF THE FIRST ANNUAL GENERAL MEETING 2025

OWNERS UNIT PLAN - 16518

**NUE
61 - 65 Camilleri Way
Manning Clarke Crescent
GUNGAHLIN ACT**

Held on :

Wednesday, 30 July 2025 05:00 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=38515>

MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF UNIT PLAN NUE 16518

Held Wednesday, 30 July 2025 5:00 PM at

Present	Alexander Raymond John Price (Lot 148), Ali Al-Ameri (Lot 168), Asim Ali Awan (Lot 292, Lot 292), Cameron James Edward Moyses (Lot 214), Chandra Prakash Chaunhan (Lot 26), Claire Jean Joseph (Lot 221), Darren Cameron Boyd Cooper (Lot 55), Dhabie Riza De Guzman Salazar (Lot 102), Eliza Andie Bethany Young (Lot 98), Eric John Haigh (Lot 146), Faiqa Saleem (Lot 160), Han Han (Lot 52), Ishita Sharma (Lot 254), Janette & Denis Andrew Glavinic (Lot 242), Jason Steinebronn (Lot 141), Jeehye Jang & Sandeep Maharjan (Lot 41), Jessica Leigh McBrien (Lot 18), Ka Chun Fong (Lot 264), Lakshan Malaka Jayakody (Lot 222), Lan Nhi Nguyen and Tuan Anh Nguyen (Lot 229), Lisa Michelle Dray (Lot 174, Lot 174), Luke Ashley Hillsley (Lot 243), Margaret Anne Ticehurst (Lot 153), Mark Ronald Spencer and Melanie Susan Spencer (Lot 217), Michael Sanese (Lot 135), Ms Quyen Thi Minh Hoang & Mr Matthew Patrick McDonald (Lot 19), Muhammad Salman Khan (Lot 124, Lot 124), Muhammad Zubair Hassan (Lot 138, Lot 138), Nguyen Thien An Laura Dinh (Lot 117), Paul Ernest Flint & Janelle Sandra Flint (Lot 313), Richard John King and Darleen Rose King (Lot 297), Samuel Benjamin Bryant & Kenny Alvita (Lot 42), Savannah Lukic (Lot 158), Savanna-Rose Reale (Lot 123), Senyang Xie (Lot 273), Shannon Blair Murray (Lot 250), Thomas Carl Frank Nash (Lot 218), Yanxin Lin (Lot 283), Yanzhu Cao (Lot 192), Yasmine Bernadette Walker and Rowan James Walker (Lot 1)
Civium Rep(s)	Madison Duberal (Civium Strata), Tarnee Lamb (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	Muhammad Salman Khan (Lot 124), Muhammad Zubair Hassan (Lot 138), Lisa Michelle Dray (Lot 174), Asim Ali Awan (Lot 292), Aaron Hughes (Lot 5), Hayley Grace Rapson (Lot 9)
Other Attendees	None
CFM	Barry Taylor (Civium Facilities Management), Nick Heller (Civium Facilities Management)
Chairperson	Jason Steinebronn

Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p>Presentation of Inaugural Minutes (ORDINARY RESOLUTION)</p> <p>It was resolved that accordance with Schedule 3 Section 3.4 of the Unit Titles (Management) Act 2011, that the Inaugural Minutes be presented at the first Annual General Meeting of the Owners Corporation.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>It was resolved that the property of the Owners Corporation be valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation and consultation with the Executive Committee.</p> <p><i>NOTE: The insurance valuation will be obtained closer to the policy renewal date, on instruction from the Executive Committee (EC).</i></p> <p style="text-align: right;">Motion Carried</p>
3	<p>Insurance Renewal (SPECIAL RESOLUTION)</p> <p>a. It was resolved to confirm the Owners Corporation's current insurance cover.</p> <p>b. It was resolved to delegate authority to the Executive Committee to select the appropriate insurance policy and, if necessary, arrange premium funding for the policy.</p> <p>c. It was resolved to authorise the Strata Managing Agent to obtain quotations for insurance cover prior to the expiry of the current policy. These quotations are to be presented to the Executive Committee for consideration. In the event that no advice or decision is provided by the Executive Committee, the Managing Agent is authorised to proceed with the recommendation provided by the insurance broker and, if necessary, arrange for premium funding of the policy.</p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Claims (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation consider any outstanding or new Insurance Claims.</p> <p><i>NOTE: There are no current open claims.</i></p> <p style="text-align: right;">Motion Carried</p>

<p>5</p>	<p>Review of Financials & Budget (ORDINARY RESOLUTION)</p> <p>a. It was resolved that in accordance with Schedule 2 Part 2.2 of the Unit Titles (Management) Act 2011, the Financial period dated to 25.06.2025 be presented.</p> <p>The below instalment due dates are for the Levy Period 25/02/2025-24/02/2026</p> <p>Stage 1 1st instalment due - 25/02/2025 2nd instalment due- 25/08/2025</p> <p>Stage 2 1st instalment due - 12/06/2025 2nd instalment due - 01/11/2025</p> <p>b. It was resolved that in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</p> <p style="text-align: right;">Motion Carried</p>
<p>6</p>	<p>Investment of Funds (SPECIAL RESOLUTION)</p> <p>It was resolved that the Executive Committee is authorised to make determinations concerning the investment of surplus funds into the appropriate interest-bearing accounts.</p> <p style="text-align: right;">Motion Carried</p>
<p>7</p>	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>It was resolved that an auditor be appointed to audit the books and records of the Owners Corporation to the Australian Auditor Standards for presentation at the next Annual General Meeting.</p> <p style="text-align: right;">Motion Carried</p>
<p>8</p>	<p>Sinking Fund Plan (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation obtains a professional 10-year Sinking Fund Plan to be arranged by the Managing Agent.</p> <p><i>NOTE: The Strata Manager (SM) will obtain quotes for the EC's consideration.</i></p> <p style="text-align: right;">Motion Carried</p>
<p>9</p>	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation obtains a Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p><i>NOTE: The SM will obtain quotes for the EC's consideration.</i></p> <p style="text-align: right;">Motion Carried</p>

<p>10</p>	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation consider any outstanding or new Common Property Maintenance Issues.</p> <ul style="list-style-type: none"> • Convex Mirrors in Basement The meeting noted the need for convex mirrors in the basement. The SM advised a quote has been obtained from Ochre Trade Services for approximately \$500. The EC will formally review and approve this quote. • Waste Chutes The meeting noted the broken waste chute handles on levels 2, 5, 10. The SM advised that parts are required from the manufacturing company in Melbourne, which are expected to arrive and be installed on Friday 1 August. • Water Pooling The meeting noted that water pools on the walkway tiles through the townhouses and on frosty morning turns to ice and is very slippery. The Building Manager (BM) will raise this with the builder to explore options for improved drainage or a non slip seal. • Wind Noise Under Doors The meeting noted wind noise coming through apartment doors. An owner advised they had their door adjusted by the builder, which resolved the issue for them. Another suggestion is to consider using a door snake. Owners are reminded that front doors are certified fire doors and should not be modified without prior approval. <p style="text-align: right;">Motion Carried</p>
<p>11</p>	<p>Consideration of physical building defects (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation resolve by Ordinary Resolution to consider Common Property building defects and rectification in accordance with the statutory warranty periods.</p> <p><i>NOTE: The Owners Corporation are reminded that the Body Corporate may only consider defects associated with the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property is the responsibility of the unit owner to progress through the appropriate channels.</i></p> <p style="text-align: right;">Motion Carried</p>
<p>12</p>	<p>Engagement of Contractors & Execution of Contracts (ORDINARY RESOLUTION)</p> <p>It was resolved that the Executive Committee be authorised to execute appropriate, preventative and ongoing maintenance contracts relative to the high quality upkeep of the complex.</p> <p style="text-align: right;">Motion Carried</p>
<p>13</p>	<p>Fire Safety & Emergency Management Plan (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation considers their fire safety assets and the implementation of an Emergency Management Plan.</p> <p style="text-align: right;">Motion Carried</p>
<p>14</p>	<p>Confirmation of documentation provided by Developer (ORDINARY RESOLUTION)</p> <p>It was resolved that pursuant to Part 3.1, Section 3.4 of the Unit Titles (Management) Act 2011, the Developer must provide the Owners Corporation with all statutory books & records associated with the Units Plan. The Owners Corporation are advised that all documentation received from the Developer is available on the Civium owners portal for their review.</p> <p style="text-align: right;">Motion Carried</p>

15	<p>Confirmation of Rules (SPECIAL RESOLUTION)</p> <p>It was resolved that the Owners Corporation acknowledges the set of 'Alternative Rules' that were registered by the developer, and consider any additional rules.</p> <p><i>NOTE: The Executive Committee will review the Alternative Rules.</i></p> <p style="text-align: right;">Motion Carried</p>
16	<p>Execution of documents by Owners Corporation (ORDINARY RESOLUTION)</p> <p>It was resolved that pursuant to Section 9A of the Unit Titles (Management) Act 2011, that the Owners Corporation resolve by Ordinary Resolution that any Owners Corporation documents be executed without using a common seal and that 2 Executive Committee members and/or by the Managing Agent be authorised in signing the document.</p> <p style="text-align: right;">Motion Carried</p>
17	<p>Consideration of further General meeting to consider particular matter(s) (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation will hold a General Meeting prior to the next Annual General Meeting.</p> <p><i>NOTE: It was agreed that a General Meeting will be held to adopt the set of Alternative Rules.</i></p> <p style="text-align: right;">Motion Carried</p>
18	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation appoints 7 owners to form the Executive Committee, comprising one (1) commercial unit owner, and six (6) residential unit owners.</p> <ol style="list-style-type: none"> 1. Lot 214 - Cameron Moyses 2. Lot 217 - Mark Spencer 3. Lot 123 - Savanna-Rose Reale 4. Lot 19 - Matthew McDonald 5. Lot 55 - Darren Cooper 6. Lot 98 - Eliza Young 7. Reserved for Commercial Unit <p style="text-align: right;">Motion Carried</p>
19	<p>Authorisations, Delegations and Appointments (ORDINARY RESOLUTION)</p> <p>It was resolved that the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers.</p> <p style="text-align: right;">Motion Carried</p>

	<p>General Business</p>
	<p>Card Readers - B1 and B2 Access</p> <p>It was noted that currently, no fob is required to access the B1 and B2 levels via the lift. The meeting agreed that requiring fob access is necessary to improve the security of the basement car park. The Strata Manager advised that the existing card reader can be programmed to restrict access to these levels. This will be arranged.</p>

Levels 7-10 Glass Balustrades

The meeting noted that the balustrades on levels 7 to 10 feel loose and should be more secure. The BM will raise this with the builder for investigation and rectification.

There being no further business the chairperson declared the meeting closed at 06:28 pm

Dated: 30 July 2025

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

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 16518

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **30/07/2025**

A3 Reduced quorum decisions

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

Date of decision 30/07/2025	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 06/08/2025

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



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

**MINUTES OF THE INAUGURAL MEETING OF THE
OWNERS OF UNITS PLAN 16518**

HELD AT: Civium Holdings Pty Ltd
3 Lonsdale Street, Braddon ACT

DATE: 25th of February 2025

TIME: 3:00pm

PRESENT: Zoya Ajaz representing Land Owner 5 Pty Ltd and
Tarnee Lamb representing Civium Holdings Pty Ltd

QUORUM: A quorum was declared, and the meeting proceeded.

CHAIRMAN: Zoya Ajaz representing Land Owner 5 Pty Ltd and
took the role of chairman.

BUSINESS

Zoya Ajaz advised the meeting that the development situated at Block 13 Section 249 at Gungahlin consisting of 323 lots was registered on 25th February 2025 at Access Canberra as Units Plan 16518

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act).

STAGE DEVELOPMENT

This is to ratify that Units Plan 16518 forms under a staged development where all 323 units have been registered under the Unit Titles Act however, only a portion of the units (Stage 1) are completed as of today. When Stage 2 is completed, their levy, insurance, and management application will be applied.

For ease of financial management, two levies will be struck to cover Year 1. We anticipate Year 2 will fall back into the standard quarterly levy.

In reference to access, as this is a staged development there are common area facilities which will not be immediately available to those Stage 1. These items will become available once all stages are completed and delivered.

Definition:

Stage 1 – Lots 1 – 87 “Townhouses:
Stage 2 – Lots 88 – 323 “Tower 1”, “Commercial” & “Tower 2”

STAGE DEVELOPMENT – ACCESS TO COMPLETE UNFINISHED AREAS (SPECIAL PRIVILEGE)

It was unanimously resolved that the developer, its builders, subcontractors, consultants and agents are granted unrestricted access to the Common Property (including those areas unfinished) for the purpose of completing the development and carrying out any works required of the developer.

CARRIED

MANAGING AGENT

It was unanimously resolved that Civium Holdings Pty Ltd be appointed Managing Agent, for a period of two (2) years following registration of the Corporation, in accordance with the attached agreement.

This resolution includes the approval to the owners corporation to apply the common seal and/or sign the contract on behalf of the owners corporation.

CARRIED

BUILDING MANAGEMENT

It was unanimously resolved that Civium Facilities Management be appointed as Building Manager, for a period of two (2) years following registration of the Corporation, in accordance with the attached agreement.

This resolution includes the approval to the owners corporation to apply the common seal and/or sign the contract on behalf of the owners corporation.

CARRIED

COMMON SEAL

It was unanimously resolved that a common seal be purchased and until the First Annual General meeting shall only be affixed to contracts as per carried resolutions within this meeting, and certificates given in pursuant to Section 119 of the Act.

CARRIED

EMBEDDED NETWORK PROVISION OF SERVICES FOR SUPPLYING AND SELLING ELECTRICITY AND SOLAR POWER WITHIN THE COMMUNITY ENERGY NETWORK™ (SPECIAL RESOLUTION)

1. The Owners Corporation of Units Plan 16518, specially resolves they are authorised to:
 - a. enter into a service agreement for the provision of energy supply agreement for the provision electricity and solar power related services, within the Energy Trade Community Energy Network™; and
 - b. enter into an energy sale agreement for the provision of these services with Energy Trade; a copy of which is attached to this motion.
2. Specially resolves that any provision of the services, within the Community Energy Network™ and the agreement for the provision of such services attached to this motion, is ratified, accepted, and approved.
3. Specially resolves that the provision of the services of selling and supplying electricity within the Community Energy Network™ and the agreement attached to this motion for the provision of such services by Energy Trade is for the period from the date of registration of Units Plan until the end of the term on the agreement.
4. Specially resolves that the strata manager be authorised to affix the seal of the Owners Corporation to the agreement in the form attached to this motion.

CARRIED

LIGHTNING BROADBAND – LYNHAM NETWORKS

It was unanimously resolved that the owners corporation accepts to execute the OC Deed with Lightning Broadband (Lynham Networks Pty Ltd ACN 602 258 337 (Lightning Broadband). Broadband Network Deed (Deed) from the date of Unit Plan registration for a two-year period.

This resolution includes the approval to the owners corporation to apply the common seal and/or sign the contract on behalf of the owners corporation.

It was noted that by virtue of the terms of the Deed Lightning Broadband will operate and maintain the network to provide telecommunications services for the building(s).

CARRIED

FIRE MONITORING AGREEMENT

It was unanimously resolved that Tier One Fire are engaged on a 12-month fixed contract for the monitoring of the fire systems. Agreement attached.

CARRIED

CERTIFICATES ISSUED UNDER SECTION 119 OF THE ACT

It was unanimously resolved that Certificates issued under Section 119 of the Ordinance would be prepared by the Managing Agent, with applicable charges being paid direct to the Managing Agent by the applicant.

CARRIED

PLANT ITEM REGISTRATION

It was unanimously resolved that the initial registration of all plant items on the parcel, in accordance with the provisions of the Work Health & Safety Act 2011, be attended to by the Developer prior to registration of the Corporation.

Subsequent annual registration is to be attended to by the Corporation, as required by the Work Health & Safety Act 2011.

CARRIED

INSURANCE (STAGE 1)

It was unanimously resolved that Stage 1 of the Corporation is insured through CHU PTY LTD as follows:

Policy Number		HU0006140341
Renewal Date		13/01/2025 to 13/01/2026
Buildings and General Contents	\$	30,468,834
Public Liability	\$	30,000,000
Loss of Rent / Temporary Accommodation	\$	4,525,074
Fidelity Guarantee	\$	250,000
Excesses	\$	2,000
PREMIUM	\$	47,121.70

The certificate of currency for this policy is attached.

CARRIED

INSURANCE (STAGE 2)

It was unanimously resolved by the owners of Stage 2 that, upon completion of Stage 2, the abovementioned policy is endorsed to include Stage 2 and all its assets. This includes an increase of the Sum Insureds.

The Managing Agent has been delegated the authority to undertake this task.

CARRIED

INSURANCE PREMIUM (Special Resolution)

It was resolved that the Owners Corporation are authorised by special resolution to maintain and manage the insurance policy, including:

- a) obtain quotations,
- b) to give consideration to premium funding,
- c) to place and/or renew the policy on the terms the owners corporation deem appropriate,
- d) authorised to reimburse the developer for any insurance paid following the registration of the Units Plan,
- e) to obtain from a suitable contractor to provide insurance valuation if necessary.

CARRIED

BANK ACCOUNT

It was unanimously resolved that the Corporation should open a bank account with Macquarie Bank, in the name of Proprietors of Units Plan 16518 such account to be operated by the Managing Agent.

CARRIED

PLANS & CERTIFICATES

It was unanimously resolved that the original Units Plan, Certificate of Title for the Common Property, and Certificates of Occupancy and Compliance (where applicable) would be provided to the Managing Agent at the earliest opportunity for inclusion in the Corporation's records.

CARRIED

COMMITTEE

It was noted that in accordance with the Act and until the First Annual General meeting the Committee shall consist of all members of the Corporation.

If Stage 2 is not completed at the time of the first AGM, it is encouraged that some Executive Committee positions are left vacant for those in Stage 2 to have the opportunity to be on the Committee once completed. Noting, the Act requires a commercial owner to have the opportunity to be on the Committee.

CARRIED

ASSET MAINTENANCE

It was unanimously resolved that the building manager has a delegated allowance to arrange service contractors to undertake preventative maintenance of the common area assets. The incoming Executive Committee may revert this delegation. Some common area assets require maintenance prior to any Executive Committee being appointed therefore, the purpose of this motion is to ensure that all assets of the Units Plan are maintained once any Development Liability Period(s) end, to ensure adequate maintenance and longevity of the asset.

CARRIED

ACCESS OF BUILDER AND DEVELOPER

It was unanimously resolved that the builder, and their employee's agents and contractors be granted such access rights to the common property as is necessary to finish the uncompleted building works. As a condition of such access, the builder is required to make good any damage to the Common Property or buildings on the land and remove any rubbish or debris and maintain appropriate public liability insurance and contract works insurance in respect of the uncompleted buildings.

CARRIED

BUDGET

For the purposes of clarification and explanation, the Chairman advised that the Owners Corporation is not limited to expenditure identified in an individual line item, rather that there was to be flexibility in how funds were applied within the overall budget for the period. So, for example, an under spend in one area could be directed towards a different area. The objective being that the total amount of levies and contributions outlined above was not to be exceeded.

In addition, the Chairman noted that should the incoming Executive Committee (to be elected at the inaugural Annual General Meeting) increase the scope of any particular service or request a service that was not covered in the initial budget, that change of scope or additional service may lead to an increase in levies for unit owners.

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

CARRIED

BUDGET EXPENDITURE (SPECIAL RESOLUTION)

It was unanimously resolved by all owners, both of completed and uncompleted stages, that the below budget expenditure is to be adopted.

As per the Act, it has been approved that a split schedule-style budget is to be conducted for Nue. This enables relevant units to contribute towards assets which relate to their unit.

All Units Budget	Year 1
Audit Fees	\$5,232.60
Banking Charges	\$345.00
Income Tax & BAS Fees	\$450.00
Taxation Reporting (Civium)	\$220.00
Insurance Excess Fee	\$0.00
Insurance Premiums	\$74,800.00
Insurance Valuation	\$3,645.00
Electricity - Utility	\$75,000.00
Telephone	\$2,500.00
Water - Utility	\$81,000.00
Building Manager	\$133,380.00
Management Fee	\$126,360.00
Fees & Permits	\$300.00

Sinking Fund Forecast	\$8,100.00
PPM & Asset Report	\$8,100.00
Third Party Defect Inspection Report	\$16,200.00
Access Equipment for Trades	\$500.00
Misc	\$810.00
Building Repairs & Maintenance	\$5,000.00
Cleaning (shared areas)	\$10,000.00
Cleaning - Basement	\$4,050.00
Electrical Repairs & Maintenance	\$3,000.00
Fire Alarm Monitoring	\$2,000.00
Fire Maintenance (active)	\$2,700.00
Fire Maintenance (passive)	\$8,100.00
Gardening	\$20,000.00
HVAC	-
Plumbing & Drainage	\$1,000.00
Pump Repair and Maintenance	\$1,800.00
Rep & Maint-Gates/Roller Doors	\$2,000.00
Contingency	\$10,000.00
GST on Expenses	\$60,659.26
Total	\$667,251.86
Tower 1 (residential) + Tower 2 Only	Year 1
Cleaning (apartments only)	\$75,000.00
Garbage Chute Repairs & Maintenance (apartments only)	\$10,000.00
Window Cleaning	\$12,000.00
Lifts (apartments only)	\$600.00
GST	\$9,760.00
Total	\$107,360.00
Residential Waste Management	Year 1
Waste Transferring	\$36,500.00
Waste Lift	\$8,000.00
Bin Room Cleaning	\$2,000.00
GST	\$4,650.00
Total	\$51,150.00
Commercial Waste Management	Year 1
Waste Contract	\$17,000.00
Commercial Cleaning (Waste & Toilets)	\$20,000.00
GST	\$3,700.00
Total	\$40,700.00
TOTAL GST	\$78,769.26
GRAND	
TOTAL	\$866,461.86

For ease of financial management, two levies will be struck to cover Year 1. We anticipate Year 2 will fall back into the standard quarterly levy.

CARRIED

LEVY PERIODS (Stage 1)

It was unanimously resolved by the owners of the completed units that the approved budget presented, the below following periods are applicable:

Financial Period: 25th February 2025 – 24th February 2026
Operating Levy Period: 25th February 2025 – 24th February 2026

CARRIED

LEVY PERIODS (Stage 2)

It was unanimously resolved by the owners of the uncompleted units that the approved budget presented, the below following periods are applicable:

Financial Period: Stage 2 Completion Date – 24th February 2026
Operating Levy Period: Stage 2 Completion Date – 24th February 2026

It is to be noted, as per the Unit Titles (Management) Act, owners of an uncompleted stage may not be required to contribute financially, until their unit is completed. As a result, the operating levy period and due dates cannot yet be dictated until Stage 2 is completed.

Once Stage 2 is completed, the levy associated to those units will fall due shortly after.

For ease of financial management, two levies will be struck to cover Year 1. We anticipate Year 2 will fall back into the standard quarterly levy.

CARRIED

SOLAR PANELS (SPECIAL RESOLUTION)

It was unanimously resolved that units are permitted to install solar panels to the Common Property roof, specifically associated to the Townhouses Units 1 – 87.

- (1) Maintenance, liability and responsibility of any such infrastructure installed will be the respective unit owners and not the Owners Corporation. The unit owner must keep equipment neat, tidy and maintained at all times.
- (2) Installation must be completed by a licensed contractor with appropriate safety licences and insurances. Any relevant authority approvals are to be sought by the unit owner.
- (3) Solar panels must not be installed using scaffold framing or be angled more than 5 degrees in any direction. The installation of such panels will be done so for the exclusive use and benefit of the unit owner and not the Common Property.
- (4) Solar panels cannot be installed in a manner which impedes on another unit nearby to install their own panels. Units must only install panels directly above their unit.

CARRIED

PETS

As per the Unit Titles (Management) Regulations 2011, Schedule 1, Rule 1.5 pets are permitted at the complex to a maximum of three per unit (other than birds in a cage or fish in an aquarium). Assistance animals as per Rule 1.6, do not require approval, however proof of certification is requested.

CARRIED

ALTERNATE RULES

It was unanimously resolved to endorse the Alternat Rules, in conjunction with the Default Rules. These Alternate Rules are attached for reference and have been registered with Land Titles as required by the Act.

CARRIED

FIRST ANNUAL GENERAL MEETING

It was noted that the First Annual general meeting must be held within 90-days of registration of the unit plan.

CARRIED

ADDRESS FOR SERVICE OF NOTICES

The mailing address for the Owners Corporation would be registered as:

*Civium Strata
GPO Box 8300, Braddon ACT*

CLOSURE

There being no further business the meeting closed at 3:30pm.



BIV REPORTS PTY LIMITED

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ABN 60 508 188 246

10 Year Sinking Fund Plan

Inspection Date: 13 October 2025

Date of this Report: 15 October 2025



91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin :: UP16518





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The Owners of Unit Plan 16518
91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin

15 October 2025

Dear Owners,

RE: 10 Year Sinking Fund Plan - 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin - UP16518

Thank you for your instructions to provide a 10 Year Sinking Fund Plan for your strata scheme.

BIV Reports Pty Limited is a National Partner with the Strata Community Association. Our Reports are easy to read and understand, and if you have any questions, feel free to contact us directly.

The key objective of a 10 Year Plan is to determine the annual contribution to the Fund. My words are 'it is a Savings Plan not Spending Plan' so it is not critical if an Item is shown in one year as opposed to another year, as I make an allowance for this. It is also User Pays basis to set aside funds within the 10 years of the Plan for capital Items that will need to be replaced beyond those 10 Years, ie roof.

Over 66% of all Strata Managers in New South Wales utilise BIV Reports to carry out various property compliance reports including this 10 Year Sinking Fund Plan required under Division 5.2 of Part 5 (in particular s81-s90) of the Unit Titles (Management) Act 2011 (ACT).

Our 10 Year Sinking Fund Plan complies with the requirements of the Unit Titles (Management) Act 2011 (ACT), and we have a reputation for providing the best 10 Year Plans in Australia.

Our other services include: Asbestos Registers, Safety Reports, Insurance Valuations

The above Reports are carried out on all types of property including residential, retail, commercial, industrial, high rise towers, CBD, marinas, stratum, non-strata and others.

Contact your Strata Manager to engage BIV Reports Pty Limited to provide any of the above additional Reports, or alternately contact us if you have any questions on these Reports.

As you can appreciate, some owners do not want to spend money at all, or do not communicate their particular requirements (ie more parking, bbq area, etc). If you want to adjust the Plan within six months, there is no charge, as we genuinely want you to have a useful and practical Plan. Simply provide the new Item(s), Amount(s) and Year(s), and on a reasonable not unlimited basis.

Congratulations, you now have the benefit of a compliant 10 Year Sinking Fund Plan from BIV Reports Pty Limited that will assist the owners in preparing their annual budgets in accordance with the Unit Titles (Management) Act 2011 (ACT).

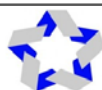
Yours sincerely,

Wal Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP FSSP
Director - Certified Practising Valuer, Chartered Valuation Surveyor
Cert IV WHS, Asbestos qualifications, Past Accredited Practitioner (Fire Safety)



BIV REPORTS
1300 10 72 80
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Annexure A - Annual Contribution for each Lot in each Year of the 10 Year Plan

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COVERED ITEMS

Identification of Covered Items - 10 Year Sinking Fund Plan - Cost Estimates (includes GST)

10 Year Plan for:	The Owners of Unit Plan 16518 - 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin	Unit Plan:	UP16518
Period covered by the Plan:	25 February 2026 to 25 February 2036	Plan prepared on:	15 October 2025

Ser- ial	*Covered Items	Current Cost	Approx year work required	Escalated amount	End of	End of	End of	End of	End of	End of	End of	End of	End of	End of
					Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
					Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36
1	Structure													
2	Roof	\$646,000	10	\$1,003,218										\$1,003,218
3	Long term capital items (see page 12)	\$129,200	10	\$200,644										\$200,644
4	Terrace + bbq area	\$3,200	8	\$4,551								\$4,551		
5	Common prop. doors + windows	\$61,350	9	\$91,172									\$91,172	
6	Common property lighting	\$38,750	5	\$46,023					\$46,023					
7	Fire safety services	\$226,100	7	\$307,691							\$307,691			
8	Security gates + motor	\$10,800	6	\$14,064						\$14,064				
9	Elevator + equipment	\$67,850	10	\$105,369										\$105,369
10	Guttering + downpipes	\$77,500	6	\$100,925						\$100,925				
11	Distribution boards	\$64,600	8	\$91,868								\$91,868		
12	Balustrades	\$96,900	9	\$144,003									\$144,003	
13	Pumps and other plumbing	\$6,500	5	\$7,720					\$7,720					
14	Retaining walls + planter boxes	\$7,800	10	\$12,113										\$12,113
15	Internal painting	\$58,150	8	\$82,695								\$82,695		
16	Internal flooring	\$40,380	8	\$57,424								\$57,424		
17	Intercom + security doors	\$3,900	5	\$4,632					\$4,632					
18	Balconies	\$64,600	7	\$87,912							\$87,912			
19	Pergolas	\$5,200	10	\$8,075										\$8,075
20	External painting	\$274,550	9	\$408,007									\$408,007	
21	Utility services, cabinets, conduits	\$2,100	7	\$2,858							\$2,858			
22	Fences + gates	\$8,500	6	\$11,069						\$11,069				
23	Driveway	\$96,900	8	\$137,802								\$137,802		
24	Landscaping + outdoor furniture	\$4,400	7	\$5,988							\$5,988			
25	Garbage bin area	\$2,050	7	\$2,790							\$2,790			
26	Trip slip hazards + stair nosings	\$500	1	\$518	\$518									
27	Stormwater pits + pipes	\$2,800	9	\$4,161									\$4,161	
28	Garage doors	\$80,750	7	\$109,890							\$109,890			
29	Pavers + tiles	\$74,300	9	\$110,417									\$110,417	
30	Line marking + signage	\$1,400	5	\$1,663					\$1,663					
31	Mail boxes	\$14,550	8	\$20,692								\$20,692		
	Total Estimate (rounded)	\$2,171,580		\$3,185,952	\$518				\$60,038	\$126,059	\$517,127	\$395,031	\$757,760	\$1,329,419

*Covered Items are items of a capital and non-recurrent nature.

CONDITION REPORT
Condition Report - 10 Year Sinking Fund Plan - Method + Reasoning for the Costs Estimates (includes GST)

Page 4

10 Year Plan for:	The Owners of Unit Plan 16518 - 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin	Unit Plan:	UP16518
Period covered by the Plan:	25 February 2026 to 25 February 2036	Plan prepared on:	15 October 2025

Method and Reasoning

Serial	Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	Structure					
2	Roof	\$646,000	10	Contribution towards the maintenance of the roof	Good condition	15-20 yrs
3	Long term capital items (see page 12)	\$129,200	10	Contribution towards the repair of the long term capital items (see page 12)		
4	Terrace + bbq area	\$3,200	8	Contribution towards the maintenance of the terrace + bbq area	Good condition	7-10 yrs
5	Common prop. doors + windows	\$61,350	9	Contribution towards the repair of the common prop. doors + windows	Good condition	7-10 yrs
6	Common property lighting	\$38,750	5	Allowance for the renewal of the common property lighting	Good condition	5-7 yrs
7	Fire safety services	\$226,100	7	Contribution towards the renewal of the fire safety services	Good condition	5-7 yrs
8	Security gates + motor	\$10,800	6	Allowance for the repair of the security gates + motor	Good condition	7-10 yrs
9	Elevator + equipment	\$67,850	10	Contribution towards maintenance of the elevator + equipment	Good condition	7-10 yrs
10	Guttering + downpipes	\$77,500	6	Contribution towards the repair of the guttering + downpipes	Good condition	11-15 yrs
11	Distribution boards	\$64,600	8	Contribution towards maintenance of the distribution boards	Good condition	11-15 yrs
12	Balustrades	\$96,900	9	Allowance for the repair of the balustrades	Good condition	11-15 yrs
13	Pumps and other plumbing	\$6,500	5	Contribution towards the maintenance of the pumps and other plumbing	Good condition	7-10 yrs
14	Retaining walls + planter boxes	\$7,800	10	Contribution towards the repair of the retaining walls + planter boxes	Good condition	11-15 yrs
15	Internal painting	\$58,150	8	Contribution towards the renewal of the internal painting	Good condition	7-10 yrs
16	Internal flooring	\$40,380	8	Contribution towards the renewal of the internal flooring	Good condition	11-15 yrs
17	Intercom + security doors	\$3,900	5	Allowance for the repair of the intercom + security doors	Good condition	7-10 yrs
18	Balconies	\$64,600	7	Contribution towards maintenance of the balconies	Good condition	5-7 yrs
19	Pergolas	\$5,200	10	Contribution towards the repair of the pergolas	Good condition	11-15 yrs
20	External painting	\$274,550	9	Contribution towards the renewal of the external painting	Good condition	7-10 yrs
21	Utility services, cabinets, conduits	\$2,100	7	Contribution towards the repair of the utility services, cabinets, conduits	Good condition	11-15 yrs
22	Fences + gates	\$8,500	6	Allowance for the repair of the fences + gates	Good condition	15-20 yrs
23	Driveway	\$96,900	8	Contribution towards the maintenance of the driveway	Good condition	7-10 yrs
24	Landscaping + outdoor furniture	\$4,400	7	Contribution towards the renewal of the landscaping + outdoor furniture	Good condition	5-7 yrs
25	Garbage bin area	\$2,050	7	Contribution towards maintenance of the garbage bin area	Good condition	5-7 yrs
26	Trip slip hazards + stair nosings	\$500	1	Allowance for trip slip hazards + stair nosings	Average condition	
27	Stormwater pits + pipes	\$2,800	9	Contribution towards the maintenance of the stormwater pits + pipes	Good condition	7-10 yrs
28	Garage doors	\$80,750	7	Contribution towards the repair of the garage doors	Good condition	5-7 yrs
29	Pavers + tiles	\$74,300	9	Allowance for the repair of the pavers + tiles	Good condition	7-10 yrs
30	Line marking + signage	\$1,400	5	Allowance for the renewal of the line marking + signage	Good condition	5-7 yrs
31	Mail boxes	\$14,550	8	Contribution towards the repair of the mail boxes	Good condition	7-10 yrs
	Total Estimate (rounded)	\$2,171,580				

* This means the year after the Plan is prepared.

PAYMENT PLAN

Recommended Annual Sinking Fund Payment Plan and verification of our Recommendations

10 Year Plan for:	The Owners of Unit Plan 16518 - 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin	Unit Plan:	UP16518
Period covered by the Plan:	25 February 2026 to 25 February 2036	Plan prepared on:	15 October 2025

End of Year	Year Ending	Recommended Sinking Fund Payment	Annual % change in Sinking Fund Payment	Adjusted Sinking Fund Payment (increase/decrease)	Sinking Fund Balance + Interest + Annual Payment	Costs in each year refer to the table above (page 3)	Sinking Fund Balance	Interest on the Sinking Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.00%
1	Feb-27	\$265,279			\$265,279	\$518	\$264,762	\$5,295
2	Feb-28	\$275,890	4.00%		\$545,947		\$545,947	\$10,919
3	Feb-29	\$286,926	4.00%		\$843,792		\$843,792	\$16,876
4	Feb-30	\$298,403	4.00%		\$1,159,071		\$1,159,071	\$23,181
5	Feb-31	\$310,339	4.00%		\$1,492,591	\$60,038	\$1,432,553	\$28,651
6	Feb-32	\$322,753	4.00%		\$1,783,957	\$126,059	\$1,657,898	\$33,158
7	Feb-33	\$335,663	4.00%		\$2,026,719	\$517,127	\$1,509,592	\$30,192
8	Feb-34	\$349,089	4.00%		\$1,888,873	\$395,031	\$1,493,841	\$29,877
9	Feb-35	\$363,053	4.00%		\$1,886,771	\$757,760	\$1,129,011	\$22,580
10	Feb-36	\$377,575	4.00%		\$1,529,166	\$1,329,419	\$199,747	\$3,995
11	Feb-37	\$392,678	4.00%		\$596,419		\$596,419	\$11,928

Note: some figures may be rounded

Assumptions			
Base Annual Sinking Fund contribution for Capital Items		\$298,479	Our Recommendation of the Annual Sinking Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Sinking Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Sinking Fund Payment (negative adjustment) from Column E to ensure that the Sinking Fund Balance remains positive in each year. Column F includes the Sinking Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Sinking Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Sinking Fund Balance which remains positive and proves our Recommendations are correct.
Buffer (or adjustment to the base annual contribution)		-\$33,200	
Recommended Annual Fund Contribution (After Buffer)		\$265,279	
Current Annual Sinking Fund contribution (as instructed)			
Current Sinking Fund Balance (as instructed)			
Annual Sinking Fund Payment increase rate		4.00%	
Adopted Investment Rate after tax		2.00%	

RECOMMENDATION

First Year - Recommended Annual Sinking Fund Contributions for each Lot PER ANNUM

Rate / UE	10 Year Plan for:	The Owners of Unit Plan 16518 - 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin	Unit Plan:	UP16518
\$26.53	Period covered by the Plan:	25 February 2026 to 25 February 2036	Plan prepared on:	15 October 2025

Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment
1	54	\$1,433	37	44	\$1,167	73	33	\$875	109	26	\$690	145	22	\$584	181	27	\$716	217	46	\$1,220	253	33	\$875
2	45	\$1,194	38	44	\$1,167	74	33	\$875	110	26	\$690	146	22	\$584	182	23	\$610	218	29	\$769	254	31	\$822
3	45	\$1,194	39	33	\$875	75	33	\$875	111	26	\$690	147	27	\$716	183	31	\$822	219	22	\$584	255	31	\$822
4	54	\$1,433	40	33	\$875	76	45	\$1,194	112	26	\$690	148	24	\$637	184	31	\$822	220	24	\$637	256	23	\$610
5	44	\$1,167	41	33	\$875	77	45	\$1,194	113	23	\$610	149	45	\$1,194	185	23	\$610	221	29	\$769	257	23	\$610
6	45	\$1,194	42	33	\$875	78	45	\$1,194	114	31	\$822	150	29	\$769	186	34	\$902	222	29	\$769	258	23	\$610
7	45	\$1,194	43	35	\$928	79	45	\$1,194	115	31	\$822	151	22	\$584	187	23	\$610	223	22	\$584	259	23	\$610
8	45	\$1,194	44	35	\$928	80	45	\$1,194	116	23	\$610	152	24	\$637	188	24	\$637	224	26	\$690	260	24	\$637
9	33	\$875	45	35	\$928	81	45	\$1,194	117	23	\$610	153	29	\$769	189	23	\$610	225	24	\$637	261	24	\$637
10	33	\$875	46	33	\$875	82	45	\$1,194	118	23	\$610	154	29	\$769	190	23	\$610	226	33	\$875	262	24	\$637
11	33	\$875	47	33	\$875	83	45	\$1,194	119	23	\$610	155	22	\$584	191	23	\$610	227	30	\$796	263	23	\$610
12	33	\$875	48	33	\$875	84	45	\$1,194	120	28	\$743	156	25	\$663	192	28	\$743	228	30	\$796	264	30	\$796
13	45	\$1,194	49	33	\$875	85	45	\$1,194	121	23	\$610	157	24	\$637	193	24	\$637	229	23	\$610	265	30	\$796
14	45	\$1,194	50	33	\$875	86	45	\$1,194	122	23	\$610	158	27	\$716	194	46	\$1,220	230	34	\$902	266	24	\$637
15	45	\$1,194	51	33	\$875	87	45	\$1,194	123	23	\$610	159	23	\$610	195	29	\$769	231	31	\$822	267	26	\$690
16	45	\$1,194	52	33	\$875	88	26	\$690	124	27	\$716	160	31	\$822	196	22	\$584	232	24	\$637	268	33	\$875
17	45	\$1,194	53	35	\$928	89	26	\$690	125	24	\$637	161	31	\$822	197	24	\$637	233	23	\$610	269	31	\$822
18	45	\$1,194	54	45	\$1,194	90	26	\$690	126	45	\$1,194	162	23	\$610	198	29	\$769	234	30	\$796	270	31	\$822
19	45	\$1,194	55	35	\$928	91	26	\$690	127	29	\$769	163	23	\$610	199	29	\$769	235	30	\$796	271	32	\$849
20	45	\$1,194	56	44	\$1,167	92	26	\$690	128	22	\$584	164	23	\$610	200	22	\$584	236	22	\$584	272	33	\$875
21	45	\$1,194	57	33	\$875	93	26	\$690	129	24	\$637	165	23	\$610	201	26	\$690	237	26	\$690	273	23	\$610
22	44	\$1,167	58	33	\$875	94	41	\$1,088	130	29	\$769	166	24	\$637	202	24	\$637	238	33	\$875	274	24	\$637
23	54	\$1,433	59	33	\$875	95	26	\$690	131	29	\$769	167	23	\$610	203	27	\$716	239	31	\$822	275	24	\$637
24	45	\$1,194	60	33	\$875	96	26	\$690	132	23	\$610	168	23	\$610	204	23	\$610	240	31	\$822	276	24	\$637
25	54	\$1,433	61	33	\$875	97	26	\$690	133	25	\$663	169	23	\$610	205	31	\$822	241	23	\$610	277	23	\$610
26	33	\$875	62	33	\$875	98	32	\$849	134	24	\$637	170	28	\$743	206	31	\$822	242	23	\$610	278	30	\$796
27	33	\$875	63	33	\$875	99	26	\$690	135	26	\$690	171	24	\$637	207	23	\$610	243	23	\$610	279	30	\$796
28	33	\$875	64	35	\$928	100	26	\$690	136	23	\$610	172	46	\$1,220	208	23	\$610	244	23	\$610	280	24	\$637
29	33	\$875	65	33	\$875	101	26	\$690	137	31	\$822	173	29	\$769	209	23	\$610	245	23	\$610	281	26	\$690
30	33	\$875	66	33	\$875	102	26	\$690	138	31	\$822	174	22	\$584	210	23	\$610	246	24	\$637	282	33	\$875
31	33	\$875	67	33	\$875	103	26	\$690	139	23	\$610	175	24	\$637	211	24	\$637	247	24	\$637	283	31	\$822
32	33	\$875	68	33	\$875	104	26	\$690	140	23	\$610	176	29	\$769	212	23	\$610	248	24	\$637	284	31	\$822
33	33	\$875	69	33	\$875	105	26	\$690	141	23	\$610	177	29	\$769	213	23	\$610	249	30	\$796	285	32	\$849
34	35	\$928	70	33	\$875	106	39	\$1,035	142	23	\$610	178	22	\$584	214	23	\$610	250	30	\$796	286	33	\$875
35	45	\$1,194	71	33	\$875	107	26	\$690	143	23	\$610	179	26	\$690	215	28	\$743	251	24	\$637	287	23	\$610
36	45	\$1,194	72	33	\$875	108	26	\$690	144	22	\$584	180	24	\$637	216	24	\$637	252	26	\$690	288	24	\$637

RECOMMENDATION

First Year - Recommended Annual Sinking Fund Contributions for each Lot PER ANNUM

Rate / UE \$26.53	10 Year Plan for: Period covered by the Plan:	The Owners of Unit Plan 16518 - 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin 25 February 2026 to 25 February 2036	Unit Plan: Plan prepared on:	UP16518 15 October 2025
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Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	Lot No	Unit Ent.	1st Year Sink Fund Payment	
289	25	\$663																			
290	24	\$637																			
291	23	\$610																			
292	30	\$796																			
293	30	\$796																			
294	24	\$637																			
295	27	\$716																			
296	33	\$875																			
297	31	\$822																			
298	31	\$822																			
299	32	\$849																			
300	33	\$875																			
301	23	\$610																			
302	24	\$637																			
303	19	\$504																			
304	19	\$504																			
305	19	\$504																			
306	27	\$716																			
307	27	\$716																			
308	19	\$504																			
309	27	\$716																			
310	55	\$1,459																			
311	45	\$1,194																			
312	55	\$1,459																			
313	54	\$1,433																			
314	55	\$1,459																			
315	54	\$1,433																			
316	55	\$1,459																			
317	54	\$1,433																			
318	86	\$2,281																			
319	60	\$1,592																			
320	42	\$1,114																			
321	33	\$875																			
322	34	\$902																			
323	33	\$875																			

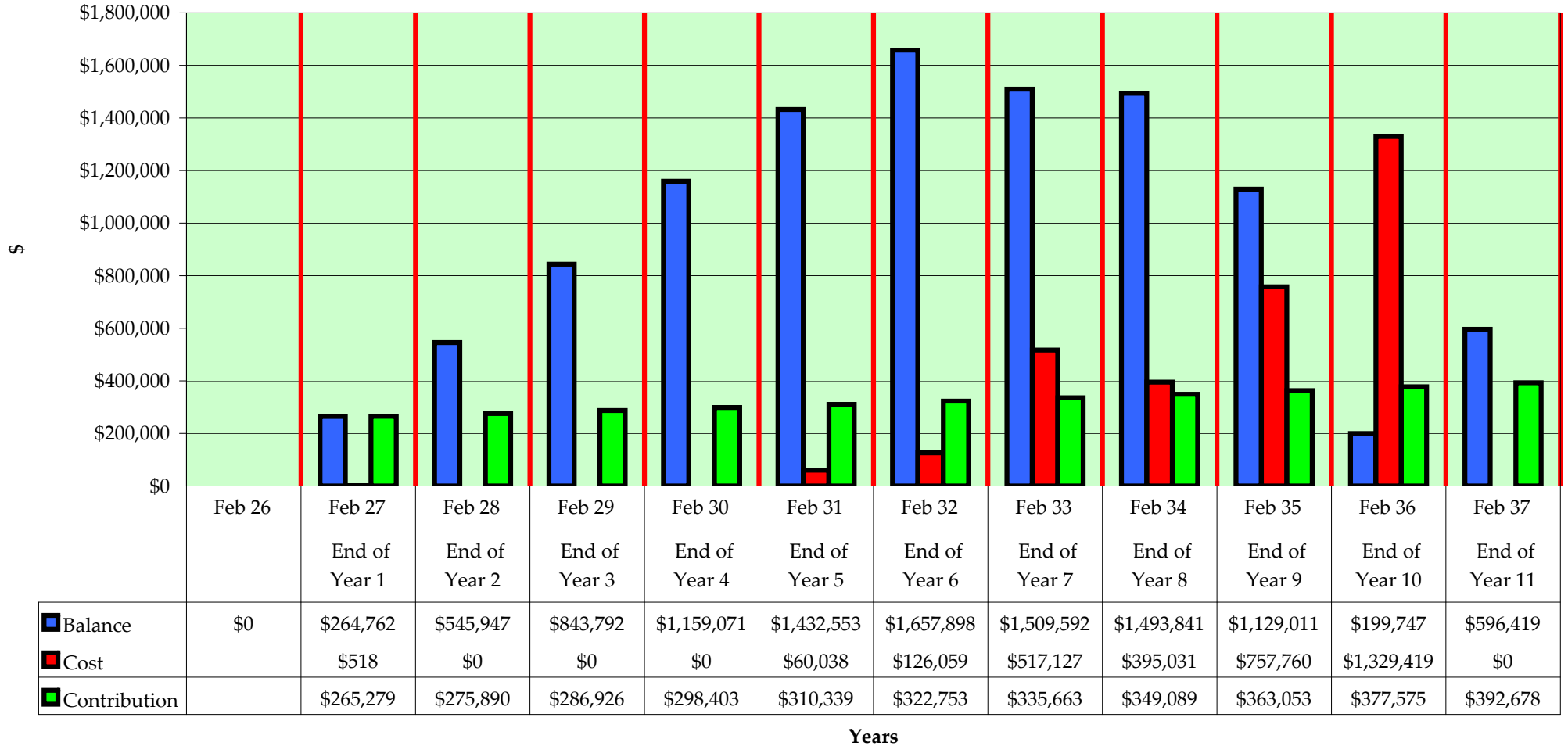
Total (rounded) 10000 \$265,279

GRAPH RESULTS

Graph - Recommended Sinking Fund Contributions, Estimated Costs, Fund Balance - 10 Years

10 Year Plan for:	The Owners of Unit Plan 16518 - 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin	Unit Plan:	UP16518
Period covered by the Plan:	25 February 2026 to 25 February 2036	Plan prepared on:	15 October 2025

10 Year Sinking Fund Plan



■ Balance ■ Cost ■ Contribution

Method of Assessment

The Method by which the estimated costs for the maintenance, repair, renewal or replacement of the identified Items as set out in the 10 Year Sinking Fund Plan were determined, is set out below. The assessments contained in this Plan have been calculated in accordance with s82 and s83 of the Unit Titles (Management) Act 2011 (ACT), which includes anticipated expenditure that is necessary to maintain the common property in good condition.

The recommended Contributions are calculated from an amalgam of cost estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Scheme. Building plans or building surveys should be provided if the Owners require more accurate areas.

I have relied upon published Building Costs Guides and my extensive experience in costs assessments to determine the costs of maintenance, repair, renewal, replacement or upgrading of the Covered Items and do not accept responsibility for any errors from the above providers of source data. The estimated cost in a future year is escalated from a today's cost to allow for the increase in building costs, and uncertainty and risk over time.

The easily accessible areas of the property are physically inspected at the time of our inspection, and the Covered Items requiring maintenance, repair, renewal or replacement are identified, and then an estimated cost within the likely range of cost for that item is made having regard to quotes, costings from Building Costs publications, and using my over 30 years experience as a Valuer, and specialising in strata matters and 10 year Sinking Fund Plans.

Additional comments

As the property is relatively new, it presents well. I have placed contributions towards maintaining the fire services from a capital and not a recurrent basis, more common property lighting (some of which can be as simple as solar lights), garbage area, maintenance of the elevators and equipment, and other Covered Items of a capital (not recurrent) nature, amongst other things.

Recommendation

I consider that the existing Sinking Fund balance is low, and the Current Contributions are not sufficient. Additional allowances should always be made for any unforeseen circumstances. I recommend that the Owners adopt as a minimum, the Contributions as shown.

Points of consideration

I have made the following allowances:

- contribution towards the maintenance of the roof in year 10.
- contribution towards the repair of the long term capital items (see page 12), if required.
- contribution towards the maintenance of the terrace + bbq area.
- contribution towards the repair of the common prop. doors + windows, if required.
- allowance for the renewal of the common property lighting.
- contribution towards the renewal of the fire safety services in year 7, if required.
- in year 6, allowance for the repair of the security gates + motor.
- in year 10, contribution towards maintenance of the elevator + equipment, if required.
- contribution towards the repair of the guttering + downpipes in year 6.
- contribution towards maintenance of the distribution boards, if required.
- allowance for the repair of the balustrades.
- contribution towards the maintenance of the pumps and other plumbing in year 5, if required.
- contribution towards the repair of the retaining walls + planter boxes, if required.
- in year 8, contribution towards the renewal of the internal painting, if required. In order to maintain a fresh appearance and provide ongoing protection.
- in year 8, contribution towards the renewal of the internal flooring.
- in year 5, allowance for the repair of the intercom + security doors, if required.
- contribution towards maintenance of the balconies in year 7.
- contribution towards the repair of the pergolas.
- contribution towards the renewal of the external painting in year 9, if required. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the repair of the utility services, cabinets, conduits in year 7.
- allowance for the repair of the fences + gates, if required. Where appropriate, at 50% of the cost in accordance with the Fences legislation.
- contribution towards the maintenance of the driveway.
- contribution towards the renewal of the landscaping + outdoor furniture in year 7, if required. The owners may wish to refresh and restore the landscaped areas.
- in year 7, contribution towards maintenance of the garbage bin area.
- in year 1, allowance for trip slip hazards + stair nosings, if required.
- contribution towards the maintenance of the stormwater pits + pipes in year 9.
- contribution towards the repair of the garage doors, if required.
- allowance for the repair of the pavers + tiles.
- allowance for the renewal of the line marking + signage in year 5, if required.
- in year 8, contribution towards the repair of the mail boxes.

Note that this Sinking Fund Plan is only an estimate of what items may reasonably require maintenance, repair, renewal, replacement or upgrade during the period covered by the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass. Additional items of capital repairs or replacement that are unforeseen at the time of preparing a Sinking Fund Plan may occur in the immediate future. This Sinking Fund Plan should be reviewed periodically to remove items that are no longer required and to add new items that are discovered. It is a Savings Plans not a Spending Plan.

Summary

The following annual Sinking Fund contributions are recommended at the dates shown below.

Year	Year Ending	Recommended Sinking Fund Payment (includes any Extra Costs payment)
1	Feb-27	\$265,279
2	Feb-28	\$275,890
3	Feb-29	\$286,926
4	Feb-30	\$298,403
5	Feb-31	\$310,339
6	Feb-32	\$322,753
7	Feb-33	\$335,663
8	Feb-34	\$349,089
9	Feb-35	\$363,053
10	Feb-36	\$377,575
11	Feb-37	\$392,678

For the recommended annual contribution for each Lot and for each year in the Plan see Annexure A.

Plan prepared by:



Wal Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP FSSP

Director - Certified Practising Valuer, Chartered Valuation Surveyor

Cert IV WHS, Asbestos qualifications, Past Accredited Practitioner (Fire Safety)



This 10 Year Sinking Fund Plan is for the use of the instructing party only and to assist the Owners in determining budgets and to satisfy the requirements of the Act and the Regulations, and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this Sinking Fund Plan. Neither the whole nor any part of this Plan or any reference thereto may be included in any published document, circular or statement or published in any way without my written approval of the form and context in which it may appear. The Plan may be utilised for relevant meetings, but not for litigation or other purposes.

A comprehensive Report including a 10 Year Plan should be commissioned if a party requires a Report for another purpose or for use in litigation matters. I reserve the right to review or withdraw my Plan at any time and for any reason. This Plan does not cover the structural condition of the property nor environmental contamination. This Plan does not identify or comment on the structural integrity (defect, pest or rot, etc), nor occupational or work health and safety, nor fire safety, nor council or building compliance in any respect (ie. flooding, cladding, building standards, etc) nor should it be construed as such.

The amounts shown on the Plan are a recommendation based upon my assessment of the likely expenditure on the Covered Items contained in the 10 Year Sinking Fund Plan, as requested by the instructing party on behalf of the Owners. The Owners are entitled to choose whatever Sinking Fund contributions they deem appropriate for their particular circumstances.

The Legislation

The management of strata schemes in the ACT is governed by the Unit Titles (Management) Act 2011 and the Unit Titles (Management) Regulation 2011. s82-92 Division 5.2 of the Act requires a 10 year Sinking Fund Plan to be prepared, and reviewed each 5 years (see s85).

83 Sinking fund plan - meaning of expected sinking fund expenditure

- (1) means expenditure .. that the OC reasonably expects will be necessary to maintain .. the common property and any other property it holds:
- (a) the painting or repainting of any building .. of the common property;
 - (b) the acquisition of new property or renewal or replacement of property that it holds;
 - (c) renewal, replacement or repair of fixtures and fittings that are part of common property;
 - (d) the renewal, replacement or repair of anything else on the common property;
 - (e) for a building .. class A units—any purpose .. in para (b), (c) or (d) relates to defined parts .. ;
 - (f) for a building on a class B unit—any maintenance in para (b), (c) or (d) that is authorised by a special resolution under section 24 (1) (g);
 - (g) any other capital expenses for which the corporation is responsible.

Budget

The legislative purpose of a 10 Year Plan is to assist the OC to determine an appropriate annual budget for the Sinking Fund. Simply put, it is a budgeting tool.

82 Sinking fund plan

- (2) The OC must approve .. sinking fund plan for a 10 year period .. first day of the financial year.
- (3) The sinking fund plan must state-
- (a) the expected sinking fund expenditure for at least the 10-year period of the plan; and
 - (b) for each financial year of the plan - total contributions required from members necessary to -
 - (i) meet the expected sinking fund expenditure for the financial year; and
 - (ii) reserve an appropriate amount necessary to be accumulated to meet expected sinking fund expenditure over at least the remaining years of the plan; and
 - (c) if the OC has made a special resolution s89(2)(b) - the sinking fund contribution required from each unit owner, for each financial year of the plan.

Decisions made by the Owners Corporation about the Plan

The Owners Corporation has instructed us to prepare the 10 year Plan on the following basis:

The Covered Items contained within the Plan are all of the items that the Owners Corporation anticipates will require maintenance, repair, renewal or replacement in the period of the plan.

The Covered Items contained within the Plan includes all of the items of value that form part of the common property or the personal property of the Owners Corporation that, in their opinion, should be included in the Plan having regard to the maintenance, repair, renewal or replacement that it is anticipated will be required in the period covered by the Plan.

The Owners Corporation considers the way the items have been itemised separately or grouped together in the Plan as appropriate, and that the information contained in the Condition Report within the Plan as the appropriate information for each Covered Item.

Typically the legislation allows the Owners the discretion to choose or confirm the list of Covered Items scheduled within the 10 year plan provided, as well as the discretion to augment the Condition Report within the Plan with further details if they choose. These additional details for any Covered Item in a Condition Report include the installation, construction or acquisition date, the present condition, working or operating state, the date of last inspection, details of any anticipated maintenance, repair, renewal or replacement costs and future dates required, if the Owners so choose. If the Owners choose not to provide any of the above information for whatever reason, this Sinking Fund Plan is a 10 Year Plan that still complies with the Unit Titles (Management) Act 2011 and the Unit Titles (Management) Regulation 2011.

When I prepare the 10 year Sinking Fund Plan, I already take into account the above details as best available, and the Owners may choose to add or amend the information provided within my issued Sinking Fund Plan. The benefit of this approach is the time saving for the Owners and the Strata Manager, as well as compliance with the legislation.

Covered Items

I refer to Covered Items as those items of a capital nature rather than a routine or recurrent nature that will likely require the type of expenditure set out in the legislation. These would also include the personal property of the scheme that should be included within the 10 year Plan. The Owners may choose to add additional items and their estimate of the costs to repair, maintain, renew or replace those items. The additional items may include cladding rectification, building defects, the construction of improvements upon the common property such as a new pergola, garbage bin enclosure, landscaping upgrading, additional car parking and the like.

Condition Report

My 10 year Sinking Fund Plan includes a Condition Report which sets out a visual assessment of the current condition of each item scheduled within the Plan, the expected lifespan once the item has been maintained, repaired, renewed, replaced or upgraded, as well as the method and any assumptions used to determine the estimated costs in order to comply with the legislation.

Long Term Capital Items

My Long Term Capital Items comprises two broad components. (1) minor and small items that would not warrant a separate inclusion on the Plan ie hinges, glass window rollers or glass door rollers, seals, locks and similar fittings; and (2) contingency and larger long term items such as an allowance for unforeseen costs like additional waterproofing or future upgrading works ie lift system replacement costs, improved fire services, and the like, or additional foyer fit out with artwork and furniture, architectural features, that would be beyond the 10 year plan but contributed as a user pays approach in the 10 years contained within the Plan. These items are typically reflected as an amount ranging between \$500 and \$750 per Lot, and on a more simplistic straight-line approach, it is \$50 to \$75 per lot pa for the 10 year Plan.

Compliance with the Legislation

In weighing up the above approach and analysis of the legislation, my Sinking Fund Plan complies with each relevant aspect of the Unit Titles (Management) Act 2011, and the Unit Titles (Management) Regulation 2011.

General background comments

The following comments and observations do not form part of the Plan and are only provided to assist the Owners.

Explanation of a Sinking Fund Plan

Primarily the purpose of a Sinking Fund Plan is to determine the most practical and cost effective annual contribution for the Sinking Fund budget, and which covers the anticipated costs for the maintenance, repair, renewal, replacement or the upgrade of items of value that form part of the common property of the scheme and the personal property of the Owners Corporation for the 10 year period that the Plan covers, including a reserve allowance for costs beyond the 10 years of the Plan.

Practical approach

My recommended contributions takes into account any of the 'Covered Items' required by the legislation applying to the Owners Corporation as well any other relevant common property advised to me, including personal property of a scheme, for example, lawnmowers, vehicles, computers, gardening or maintenance equipment and signage.

Benefit of a well prepared Sinking Fund Plan

The benefit of this strata legislation is that Owners now know the extent of their common property assets, and the amount of money that should be budgeted to cover the cost of properly maintaining, repairing, renewing, replacing or upgrading items primarily of a capital nature, rather than those costs and items of a routine nature.

My 10 year Sinking Fund Plan smooths out the cash flow lumps, and provides practical and useful recommended annual contributions for your Sinking Fund.

A properly prepared and implemented Sinking Fund Plan creates a form of 'forced savings plan' on a 'user pays basis' for the scheme that avoids or minimises irregular and unexpected special levies, and provides a pool of funds immediately available for the Owners Corporation to meet their legislative obligations to repair and maintain the common property.

10 Year Sinking Fund Plan v Maintenance or Servicing Plans

A Maintenance or Servicing Plan is generally different to a 10 Year Sinking Fund Plan required under the Act, and will tend to schedule the cost of items such as the renewal of fire services or air-conditioning plant that will need an overhaul after so much scheduled use, usually by hours of use rather than time. An analogy of a Maintenance Plan is getting your car tuned after so many kilometres or months of use. A Maintenance Plan is no different to the current circumstance for a Scheme where large special levies are typically imposed upon Owners in a scheme as a result of poor financial planning. For example, a Maintenance Plan for lifts may have no money required for years 1 to 4, and then have a large amount in year 5, and then nothing for each of the following years, and that is all a Maintenance Plan provides.

A scheme that relies upon Servicing or Maintenance Plans only is left with lumps of money required in various years, whereas a properly prepared 10 Year Plan will consider the Sinking Fund balance and make adjustments for reasonable and practical annual Sinking Fund contributions.

Contractors and consultants

A large or multi-storey strata schemes may have consultants and contractors that provide maintenance servicing, testing, repairs and similar for common property services such as lifts with motors, cars, controller systems; common air exhaust systems for bathrooms and car parks with fans, motors and filters; air conditioning plant with equipment; common hot water services with piping, sensors, tanks; fire services with hydrant tanks, pumps, piping, detection and alarm systems, and the like. Each of these servicing companies may be able to provide maintenance or servicing plans with more detailed estimates of the capital cost of maintaining, repairing, renewing or replacing common property items that are not of a routine nature, and these plans assist with informing some figures within a Sinking Fund Plan. In the absence of these figures being provided or easily available, I make an allowance towards these likely costs.

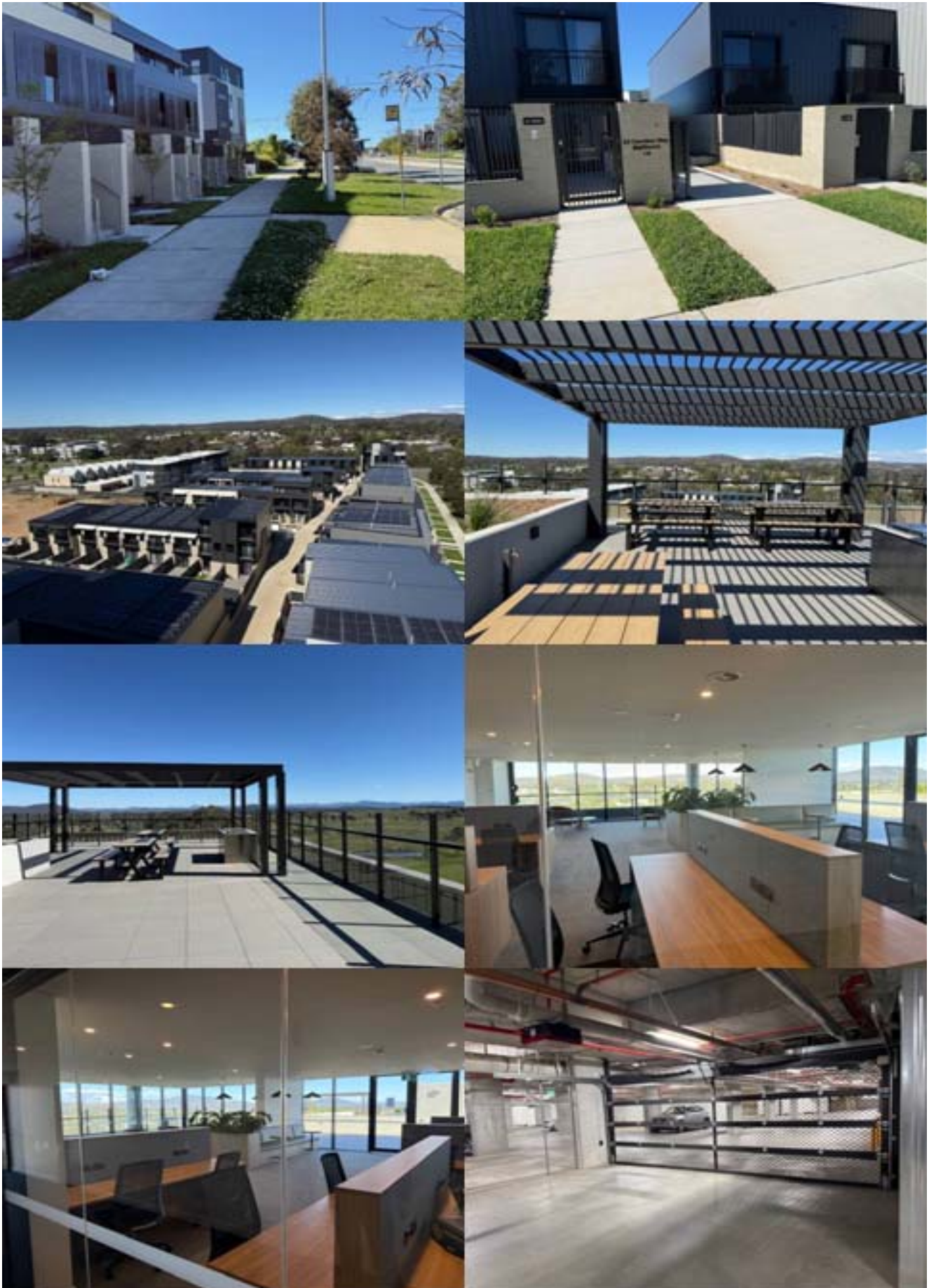
In addition, some schemes may have engaged engineers or fire or building consultants to make comment upon building defects or external combustible cladding, fire upgrading, and similar costs. All of these costs need to be allowed for in the budget. It really is impractical to have a building consultant inspect the property and list a series of items that need work carried out upon them, provide a cost estimate and then walk away. This sort of advice and situation leaves the Owners in exactly the same position they were in prior to the introduction of the strata reform legislation. That is, the Owners are still left with special levies when large items have not been allowed for nor saved for in earlier years leading up to a major cost.

In contrast to the above, my 10 year Sinking Fund Plan is a practical budgeting tool that provides a savings plan approach that ensures that there is sufficient money in the Sinking Fund to pay for the estimated contingent costs to maintain, repair, renew, replace or upgrade each anticipated Covered Item that complies with the legislation.

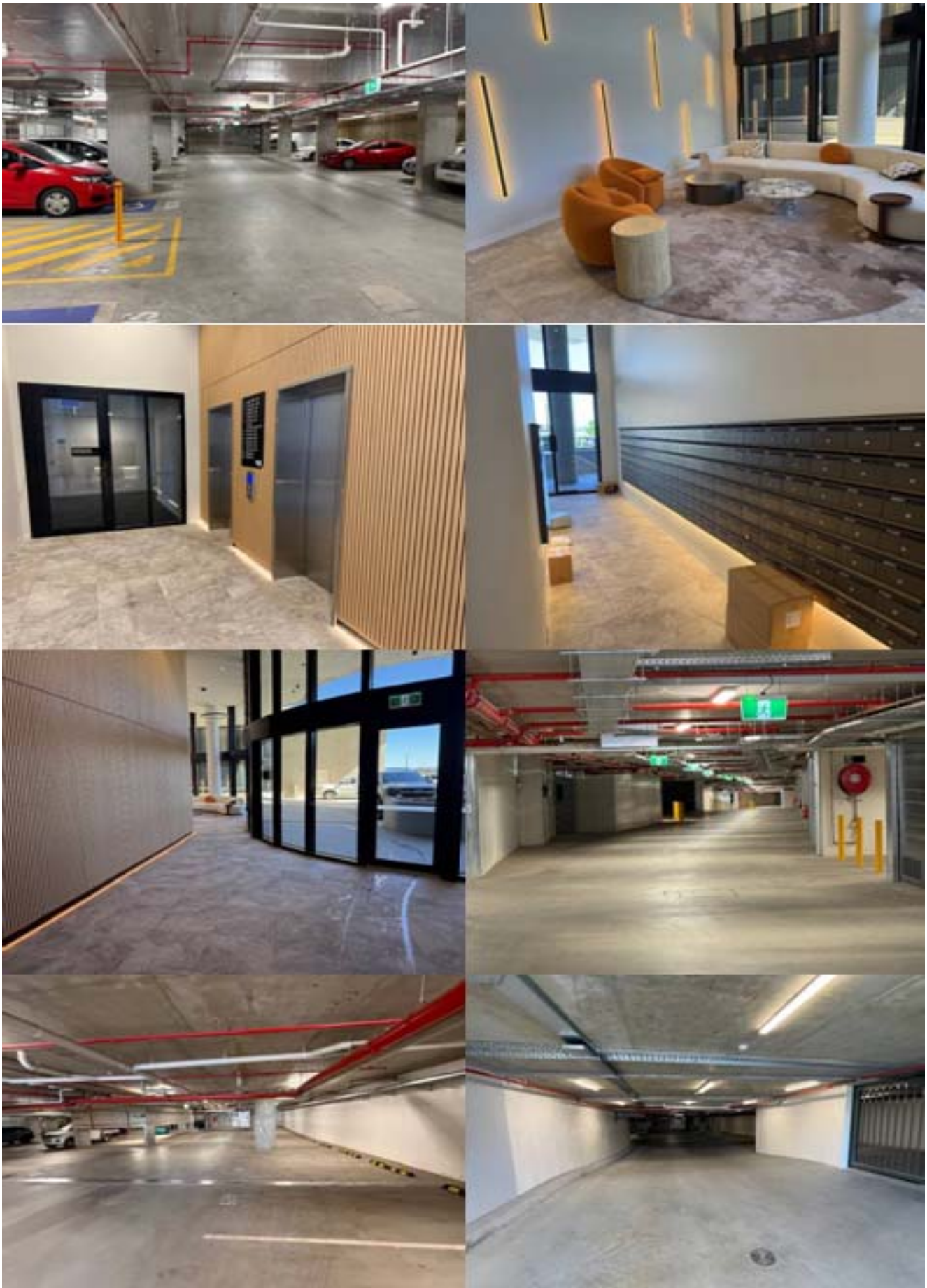
COVID-19 effect on construction costs

There has been a **significant effect upon construction costs** throughout the world in general and upon the Australian market for building materials in particular. The key increases are timber and the flow on effect to steel framing and other products. There has been a consumption explosion due to people staying at home, the Australian government incentives for construction, labour shortages at timber mills due to stay at home orders, resource destruction (Australian bushfires caused a 40% loss of east coast timber in one year, Californian fires have had a similar effect, and Europe timber supply has been affected by the bark beetle), and coupled with the worldwide shipping crisis with significant increases in costs (400% in the USA), amongst other things.

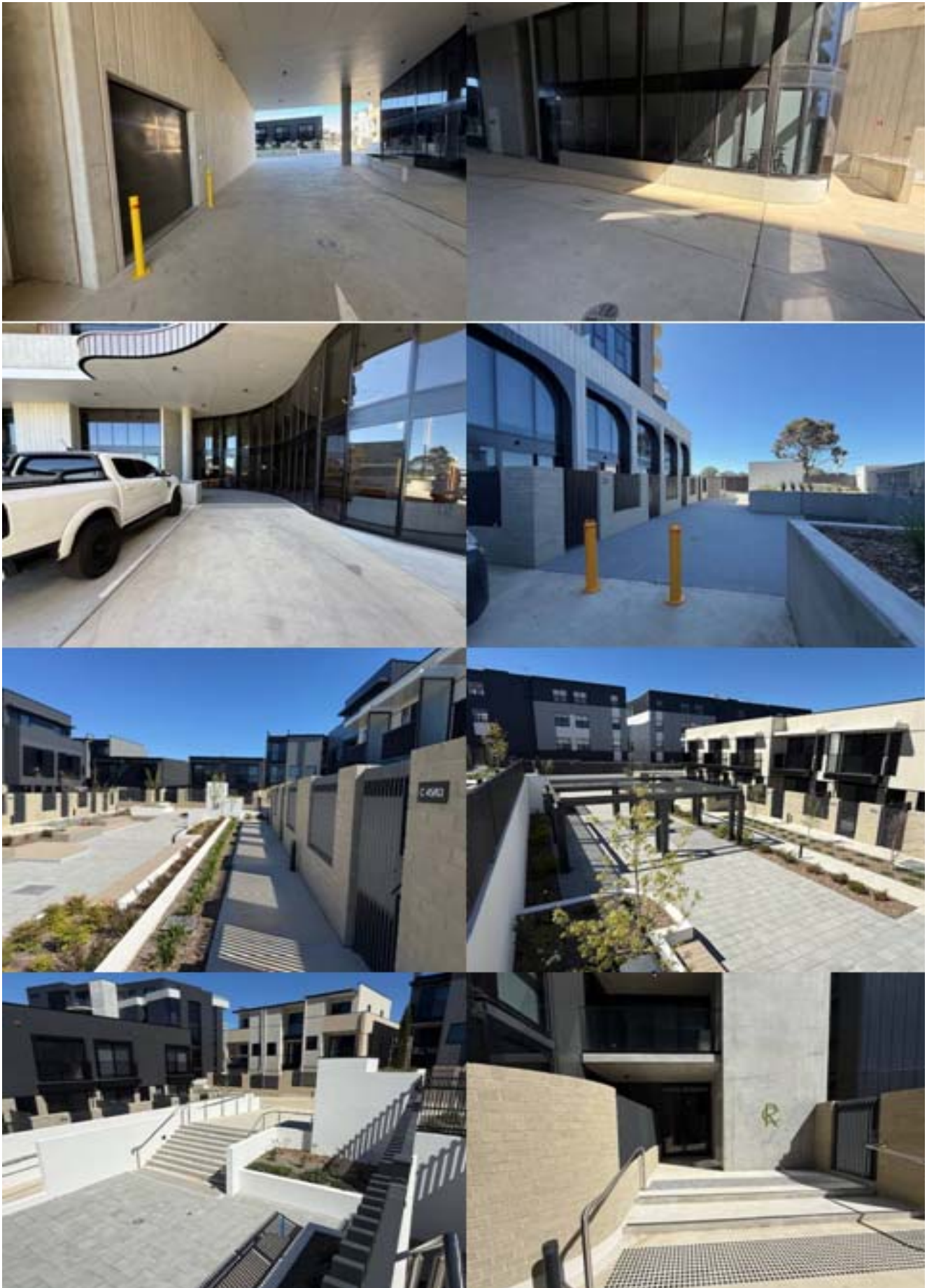
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Photographs



Photographs



ANNEXURE A		Annual Individual Lot Contributions over the 10 Year Sinking Fund Plan										
10 Year Plan for:		The Owners of Unit Plan 16518 - 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin								Strata Plan:	UP16518	
Period covered by the Plan:		25 February 2026 to 25 February 2036								Prepared:	15 October 2025	

Figures may be rounded		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
1	54	\$1,433	\$1,490	\$1,549	\$1,611	\$1,676	\$1,743	\$1,813	\$1,885	\$1,960	\$2,039	\$2,120
2	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
3	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
4	54	\$1,433	\$1,490	\$1,549	\$1,611	\$1,676	\$1,743	\$1,813	\$1,885	\$1,960	\$2,039	\$2,120
5	44	\$1,167	\$1,214	\$1,262	\$1,313	\$1,365	\$1,420	\$1,477	\$1,536	\$1,597	\$1,661	\$1,728
6	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
7	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
8	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
9	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
10	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
11	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
12	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
13	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
14	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
15	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
16	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
17	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
18	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
19	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
20	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
21	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
22	44	\$1,167	\$1,214	\$1,262	\$1,313	\$1,365	\$1,420	\$1,477	\$1,536	\$1,597	\$1,661	\$1,728
23	54	\$1,433	\$1,490	\$1,549	\$1,611	\$1,676	\$1,743	\$1,813	\$1,885	\$1,960	\$2,039	\$2,120
24	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
25	54	\$1,433	\$1,490	\$1,549	\$1,611	\$1,676	\$1,743	\$1,813	\$1,885	\$1,960	\$2,039	\$2,120
26	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
27	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
28	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
29	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
30	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
31	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
32	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
33	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
34	35	\$928	\$966	\$1,004	\$1,044	\$1,086	\$1,130	\$1,175	\$1,222	\$1,271	\$1,322	\$1,374
35	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
36	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
37	44	\$1,167	\$1,214	\$1,262	\$1,313	\$1,365	\$1,420	\$1,477	\$1,536	\$1,597	\$1,661	\$1,728
38	44	\$1,167	\$1,214	\$1,262	\$1,313	\$1,365	\$1,420	\$1,477	\$1,536	\$1,597	\$1,661	\$1,728
39	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
40	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
41	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
42	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
43	35	\$928	\$966	\$1,004	\$1,044	\$1,086	\$1,130	\$1,175	\$1,222	\$1,271	\$1,322	\$1,374
44	35	\$928	\$966	\$1,004	\$1,044	\$1,086	\$1,130	\$1,175	\$1,222	\$1,271	\$1,322	\$1,374
45	35	\$928	\$966	\$1,004	\$1,044	\$1,086	\$1,130	\$1,175	\$1,222	\$1,271	\$1,322	\$1,374
46	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
47	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
48	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
49	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
50	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
51	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
52	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
53	35	\$928	\$966	\$1,004	\$1,044	\$1,086	\$1,130	\$1,175	\$1,222	\$1,271	\$1,322	\$1,374
54	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
55	35	\$928	\$966	\$1,004	\$1,044	\$1,086	\$1,130	\$1,175	\$1,222	\$1,271	\$1,322	\$1,374
56	44	\$1,167	\$1,214	\$1,262	\$1,313	\$1,365	\$1,420	\$1,477	\$1,536	\$1,597	\$1,661	\$1,728
57	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
58	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
59	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
60	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
61	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
62	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
63	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
64	35	\$928	\$966	\$1,004	\$1,044	\$1,086	\$1,130	\$1,175	\$1,222	\$1,271	\$1,322	\$1,374
65	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
66	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
67	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
68	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
69	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
70	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
71	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
72	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
73	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
74	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
75	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
76	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
77	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
78	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
79	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
80	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
81	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
82	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
83	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
84	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
85	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
86	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
87	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
88	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
89	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
90	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
91	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
92	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
93	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
94	41	\$1,088	\$1,131	\$1,176	\$1,223	\$1,272	\$1,323	\$1,376	\$1,431	\$1,489	\$1,548	\$1,610
95	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
96	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
97	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
98	32	\$849	\$883	\$918	\$955	\$993	\$1,033	\$1,074	\$1,117	\$1,162	\$1,208	\$1,257
99	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
100	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
101	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
102	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
103	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
104	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
105	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
106	39	\$1,035	\$1,076	\$1,119	\$1,164	\$1,210	\$1,259	\$1,309	\$1,361	\$1,416	\$1,473	\$1,531
107	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
108	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
109	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
110	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
111	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
112	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
113	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
114	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
115	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
116	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
117	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
118	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
119	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
120	28	\$743	\$772	\$803	\$836	\$869	\$904	\$940	\$977	\$1,017	\$1,057	\$1,099
121	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
122	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
123	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
124	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
125	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
126	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
127	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
128	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
129	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
130	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
131	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
132	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
133	25	\$663	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982
134	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
135	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
136	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
137	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
138	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
139	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
140	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
141	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
142	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
143	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
144	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
145	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
146	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
147	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
148	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
149	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767
150	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
151	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
152	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
153	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
154	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
155	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
156	25	\$663	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982
157	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
158	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
159	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
160	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
161	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
162	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
163	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
164	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
165	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
166	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
167	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
168	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
169	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
170	28	\$743	\$772	\$803	\$836	\$869	\$904	\$940	\$977	\$1,017	\$1,057	\$1,099
171	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
172	46	\$1,220	\$1,269	\$1,320	\$1,373	\$1,428	\$1,485	\$1,544	\$1,606	\$1,670	\$1,737	\$1,806
173	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
174	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
175	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
176	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
177	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
178	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
179	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
180	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
181	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
182	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
183	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
184	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
185	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
186	34	\$902	\$938	\$976	\$1,015	\$1,055	\$1,097	\$1,141	\$1,187	\$1,234	\$1,284	\$1,335
187	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
188	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
189	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
190	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
191	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
192	28	\$743	\$772	\$803	\$836	\$869	\$904	\$940	\$977	\$1,017	\$1,057	\$1,099
193	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
194	46	\$1,220	\$1,269	\$1,320	\$1,373	\$1,428	\$1,485	\$1,544	\$1,606	\$1,670	\$1,737	\$1,806
195	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
196	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
197	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
198	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
199	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
200	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
201	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
202	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
203	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
204	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
205	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
206	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
207	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
208	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
209	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
210	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
211	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
212	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
213	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
214	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
215	28	\$743	\$772	\$803	\$836	\$869	\$904	\$940	\$977	\$1,017	\$1,057	\$1,099
216	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
217	46	\$1,220	\$1,269	\$1,320	\$1,373	\$1,428	\$1,485	\$1,544	\$1,606	\$1,670	\$1,737	\$1,806
218	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
219	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
220	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
221	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
222	29	\$769	\$800	\$832	\$865	\$900	\$936	\$973	\$1,012	\$1,053	\$1,095	\$1,139
223	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
224	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
225	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
226	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
227	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
228	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
229	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
230	34	\$902	\$938	\$976	\$1,015	\$1,055	\$1,097	\$1,141	\$1,187	\$1,234	\$1,284	\$1,335
231	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
232	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
233	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
234	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
235	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
236	22	\$584	\$607	\$631	\$656	\$683	\$710	\$738	\$768	\$799	\$831	\$864
237	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
238	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
239	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
240	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
241	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
242	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
243	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
244	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
245	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
246	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
247	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
248	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
249	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
250	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
251	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
252	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
253	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
254	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
255	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
256	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
257	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
258	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
259	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
260	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
261	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
262	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
263	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
264	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
265	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
266	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
267	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
268	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
269	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
270	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
271	32	\$849	\$883	\$918	\$955	\$993	\$1,033	\$1,074	\$1,117	\$1,162	\$1,208	\$1,257
272	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
273	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
274	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
275	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
276	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
277	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
278	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
279	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
280	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
281	26	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982	\$1,021
282	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
283	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
284	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
285	32	\$849	\$883	\$918	\$955	\$993	\$1,033	\$1,074	\$1,117	\$1,162	\$1,208	\$1,257
286	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
287	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
288	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
289	25	\$663	\$690	\$717	\$746	\$776	\$807	\$839	\$873	\$908	\$944	\$982
290	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
291	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
292	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
293	30	\$796	\$828	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,133	\$1,178
294	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
295	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
296	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
297	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
298	31	\$822	\$855	\$889	\$925	\$962	\$1,001	\$1,041	\$1,082	\$1,125	\$1,170	\$1,217
299	32	\$849	\$883	\$918	\$955	\$993	\$1,033	\$1,074	\$1,117	\$1,162	\$1,208	\$1,257
300	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
301	23	\$610	\$635	\$660	\$686	\$714	\$742	\$772	\$803	\$835	\$868	\$903
302	24	\$637	\$662	\$689	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$942
303	19	\$504	\$524	\$545	\$567	\$590	\$613	\$638	\$663	\$690	\$717	\$746
304	19	\$504	\$524	\$545	\$567	\$590	\$613	\$638	\$663	\$690	\$717	\$746
305	19	\$504	\$524	\$545	\$567	\$590	\$613	\$638	\$663	\$690	\$717	\$746
306	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
307	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
308	19	\$504	\$524	\$545	\$567	\$590	\$613	\$638	\$663	\$690	\$717	\$746
309	27	\$716	\$745	\$775	\$806	\$838	\$871	\$906	\$943	\$980	\$1,019	\$1,060
310	55	\$1,459	\$1,517	\$1,578	\$1,641	\$1,707	\$1,775	\$1,846	\$1,920	\$1,997	\$2,077	\$2,160
311	45	\$1,194	\$1,242	\$1,291	\$1,343	\$1,397	\$1,452	\$1,510	\$1,571	\$1,634	\$1,699	\$1,767

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Feb-27	Feb-28	Feb-29	Feb-30	Feb-31	Feb-32	Feb-33	Feb-34	Feb-35	Feb-36	Feb-37
312	55	\$1,459	\$1,517	\$1,578	\$1,641	\$1,707	\$1,775	\$1,846	\$1,920	\$1,997	\$2,077	\$2,160
313	54	\$1,433	\$1,490	\$1,549	\$1,611	\$1,676	\$1,743	\$1,813	\$1,885	\$1,960	\$2,039	\$2,120
314	55	\$1,459	\$1,517	\$1,578	\$1,641	\$1,707	\$1,775	\$1,846	\$1,920	\$1,997	\$2,077	\$2,160
315	54	\$1,433	\$1,490	\$1,549	\$1,611	\$1,676	\$1,743	\$1,813	\$1,885	\$1,960	\$2,039	\$2,120
316	55	\$1,459	\$1,517	\$1,578	\$1,641	\$1,707	\$1,775	\$1,846	\$1,920	\$1,997	\$2,077	\$2,160
317	54	\$1,433	\$1,490	\$1,549	\$1,611	\$1,676	\$1,743	\$1,813	\$1,885	\$1,960	\$2,039	\$2,120
318	86	\$2,281	\$2,373	\$2,468	\$2,566	\$2,669	\$2,776	\$2,887	\$3,002	\$3,122	\$3,247	\$3,377
319	60	\$1,592	\$1,655	\$1,722	\$1,790	\$1,862	\$1,937	\$2,014	\$2,095	\$2,178	\$2,265	\$2,356
320	42	\$1,114	\$1,159	\$1,205	\$1,253	\$1,303	\$1,356	\$1,410	\$1,466	\$1,525	\$1,586	\$1,649
321	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
322	34	\$902	\$938	\$976	\$1,015	\$1,055	\$1,097	\$1,141	\$1,187	\$1,234	\$1,284	\$1,335
323	33	\$875	\$910	\$947	\$985	\$1,024	\$1,065	\$1,108	\$1,152	\$1,198	\$1,246	\$1,296
	10000	\$265,279	\$275,890	\$286,926	\$298,403	\$310,339	\$322,753	\$335,663	\$349,089	\$363,053	\$377,575	\$392,678



Appendix A

Helpful Guide in choosing the right supplier for strata compliance reports

Things that owners and committee members should be aware of

Firstly, some Reports available in the market are NOT the same. Some Reports are offered by suppliers with limited experience, lack detail, or a proper understanding of the legislative requirements and the true task. Just because a Report is cheaper, it can be a significant false economy and can place the owners at financial risk and compliance risk.

Why get our Reports

We are the most knowledgeable and experienced Compliance Report providers in the strata industry. Our service is excellent and our fees are competitive. We are National Partners with the Strata Community Association and are regularly requested to provide advice on the interpretation and compliance with risk and safety procedures, legislation and to make presentations (ie 2022 Joint presentation with the General Manager - WorkSafe on the WHS legislation to Strata Managers). Some of our contributions include

- 10+ years on the Strata Industry Working Group advising the land titles office + State Govt,
- Reviewed and adjusted the Cert IV + Diploma Courses in Strata Community Management,
- COAG appointed to determine qualifications, training, experience for all Valuers in Aust,
- Wrote the majority of the Expert Witness TIP Guide for all API Valuers in Aust and NZ,
- 10+ years training Expert Witnesses for the Aust Prop Institute in State + Federal Courts,
- Invited onto the Fire Protection Association Accreditation (Review) Reference Group,
- Wrote the Risk Management Module - Strata Manager Licencing, approved by Fair Trading.

Simply put, we know strata and community property intimately, as well as the legislative compliance requirements.

Our Reports are genuinely Easy to Read and Understand

Our ideas and practical recommendations for compliance are robust and unique, which assists the Owners to reduce their risk from (1) being sued for negligence and (2) comply with the legislation in a cost effective manner.

Building Insurance Valuations

We have been carrying out valuations for strata properties since the early 1980's as Registered Valuers, and specialise in construction costs for both strata and community schemes. We know the accurate construction costs as we have extensive experience in developing and building our own properties and pay these costs, and not purely speculate from some book.

Over 75% of the insurance valuations that I peer review are over-valued. Inexperienced consultants attempt to 'cover' themselves by over valuing. We do not over-value, nor under-value, we provide a mid-range recommended sum insured valuation.

Safety Reports

As owners have unlimited liability in dealing with their properties, it is very important to ensure that your consultant is properly qualified to assess risk, and is experienced in making practical, effective and cost saving recommendations.

We have Diploma WHS qualifications, and extensive experience in analysing negligence cases throughout Australia for nearly two decades. Our Safety Reports cover both the WHS legislation, as well as Civil Liability legislation to minimise the risk of being prosecuted or being sued in negligence.

10 Year Plans

The format of our Plans is easy to read and understand, and we carry out the mathematics correctly so that our recommended contributions are practical, proven and not excessive. These Plans provide contributions for items of a capital and non-recurring nature. We do not charge for updates to the Plan in the short term (6 months).

These are Savings Plans not Spending Plans and assist the owners in a form of forced savings on a user-pays basis. We also provide a recommended contribution for each lot and for each year of the Plan.

Asbestos Reports

Our Asbestos Reports include both an Asbestos Register and an Asbestos Management Plan that comply with legislation as well as the National Codes of Practice. Significant fines apply when these are not available in a workplace, and some insurers are now insisting on these Reports before they even look at a property to insure.

We provide the National Safe Work practices within our Asbestos Report, which assists contractors that rely upon the Asbestos Report in order to keep your property safe. We have all four asbestos qualifications, and choose not to be licensed to provide advice that is independent from any physical asbestos work. Our qualifications include Independent Asbestos Assessor, and Asbestos Supervisor for both Friable and Non-friable asbestos.

I trust the above assists you in your deliberations for your strata compliance consultant, and if you have any questions, feel free to call for further advice.



Wal Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP FSSP
 Director - Certified Practicing Valuer, Chartered Valuation Surveyor
 Diploma WHS, Asbestos qualifications, Past Fire Safety Practitioner



EASY RENEWAL FORM™

Send to: biv@biv.com.au

This Insurance Valuation was completed around October 2025 with a recommended renewal of one year, (about 15 October 2026). If a Work Order is issued for an update Report before the renewal date shown, then the fee will be the discounted renewal fee and not some fee applying at some future date.

Renewal Date: 15 Oct 2026

Renewal Fee: #N/A

Our 'Price Match' any competitors written quote' still prevails over the above fee

From:

Contact:

Email:

Phone:

UP16518 : 91 Manning Clark Crescent, 61-65 Camilleri Way, Gungahlin : 327 Lots

Date report required:/...../..... **Is this date a:** LIKE to have by date, or MUST have by date

Access to Property (if required, ie security building) **Is this person:** provided for access only a MUST MEET for info

Contact: Ph:

If a MUST MEET for information **Can this person provide:** info by phone or email, or a 'real' Must Meet on site

Additional Reports:

Discounts apply if you order Additional Reports for the same property before

The discounts are 5% discount for one Additional Report; 10% for the next two Additional Reports, and 15% for all three Additional Reports.

15 April 2026

	<u>Normal fee for each Report</u>	<u>Rate per Lot</u>	<u>Maximum 15% disc. fee</u>
<input type="checkbox"/> Safety Report	#N/A	#N/A	#N/A
<input type="checkbox"/> Asbestos Report	N/a		
<input type="checkbox"/> Sinking Fund Plan	#N/A	#N/A	#N/A
<input type="checkbox"/> Other			

Our 'Price Match' any competitors written quote prevails over the above fees as well

Special instructions: If a Sinking Fund Plan please provide: Financial Year End + Fund Balance + Contribution.

Signed: I/We undertake to be responsible for all fees incurred as mentioned hereon.

Dated:/...../..... We agree that any liability is limited to the amount of the fee agreed or paid.



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	HU0006140341
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	13/01/2026 to 13/01/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16518
Situation	61-65 CAMILLERI WAY GUNGAHLIN ACT 2912
Additional description	AND MANNING CLARK CRESCENT, GUNGAHLIN, ACT 2912

Sections

Section 1 – Insured Property

Building: \$184,540,000

Common Area Contents: \$1,845,400

Loss of Rent & Temporary Accommodation (total payable): \$27,681,000

Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected

Machinery Breakdown: \$100,000

Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Date Printed

09/01/2026

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 QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Civium Strata

Statement of Financial Affairs

Prepared for Owners of Unit Title 16518

"NUE"

61 - 65 Camilleri Way Manning Clarke Crescent GUNGAHLIN ACT 2912

For the Financial Period 25/02/25 to 24/03/26

Balance Sheet - U/Plan 16518
"NUE"
61 - 65 CAMILLERI WAY, GUNGAHLIN, ACT 2912
For the Financial Period 25/02/2025 to 24/03/2026

Consolidated

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
The Proprietors of Units Plan 16518	\$6,166.37	\$0.00	\$6,166.37
<i>Macquarie Bank BSB: 182-266 Acc No: 203421656</i>			
Levies Receivable	\$65,628.54	\$0.00	\$65,628.54
GST Clearing	\$16,542.28	\$0.00	\$16,542.28
Total Assets	\$88,337.19	\$0.00	\$88,337.19
Liabilities			
Accounts Payable	\$(100.00)	\$0.00	\$(100.00)
BAS Clearing	\$(9,440.81)	\$0.00	\$(9,440.81)
Paid in Advance	\$6,860.50	\$0.00	\$6,860.50
Total Liabilities	\$(2,680.31)	\$0.00	\$(2,680.31)
Net Assets	\$91,017.50	\$0.00	\$91,017.50
Owners Funds			
Net Income For The Period	\$91,017.50	\$0.00	\$91,017.50
Total Owners Funds	\$91,017.50	\$0.00	\$91,017.50

**Income and Expenditure Statement - U/Plan 16518
"NUE"****61 - 65 CAMILLERI WAY, GUNGAHLIN, ACT 2912**

For the Financial Period 25/02/2025 to 24/03/2026

Consolidated**Administrative Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$1,558.69	\$0.00	\$0.00
Levy Income	\$787,693.30	\$787,692.60	\$0.00
Total Administrative Fund Income	\$789,251.99	\$787,692.60	\$0.00

Expenses

Arrears Recovery Costs	\$(376.00)	\$0.00	\$0.00
Audit Fees	\$0.00	\$5,232.60	\$0.00
Banking Charges	\$0.00	\$345.00	\$0.00
Building Manager	\$145,050.73	\$133,380.00	\$0.00
Building Repairs & Maintenance	\$17,105.97	\$5,000.00	\$0.00
Caretaker	\$26,495.11	\$30,000.00	\$0.00
Civium Disbursements	\$(302.83)	\$0.00	\$0.00
Cleaning	\$82,876.37	\$95,000.00	\$0.00
Cleaning - Car Park	\$0.00	\$4,050.00	\$0.00
Cleaning - Waste Area	\$0.00	\$2,000.00	\$0.00
Cleaning - Windows & Glazing	\$0.00	\$12,000.00	\$0.00
Consultant Fees	\$7,840.91	\$16,200.00	\$0.00
Contingency	\$0.00	\$10,810.00	\$0.00
Electrical Repairs & Maintenance	\$2,242.50	\$3,000.00	\$0.00
Electricity - Utility	\$25,587.62	\$75,000.00	\$0.00
Fees & Permits	\$0.00	\$300.00	\$0.00
Fire Alarm Monitoring	\$0.00	\$2,000.00	\$0.00
Fire Protection - Contracted	\$4,731.27	\$10,800.00	\$0.00
Fire Protection - Repairs/Replacements	\$4,355.00	\$0.00	\$0.00
GST Administration	\$460.24	\$0.00	\$0.00
Garbage Chute Repairs & Maintenance	\$600.00	\$10,000.00	\$0.00
Gardens & Grounds	\$1,733.34	\$0.00	\$0.00
Insurance Building	\$67,079.58	\$74,800.00	\$0.00
Insurance Premiums	\$97,852.65	\$0.00	\$0.00
Insurance Valuation	\$3,120.00	\$3,645.00	\$0.00
Legal expense	\$0.00	\$0.00	\$0.00
Lift Maintenance Contract	\$7,100.00	\$0.00	\$0.00
Lift Repairs	\$0.00	\$600.00	\$0.00
Maintenance Schedule	\$0.00	\$8,100.00	\$0.00
Management Fee	\$138,495.83	\$126,360.00	\$0.00
Pest Control	\$1,722.73	\$0.00	\$0.00

**Income and Expenditure Statement - U/Plan 16518
"NUE"****61 - 65 CAMILLERI WAY, GUNGAHLIN, ACT 2912**

For the Financial Period 25/02/2025 to 24/03/2026

Consolidated**Administrative Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Plumbing & Drainage	\$1,675.00	\$1,000.00	\$0.00
Pump Repair and Maintenance	\$0.00	\$1,800.00	\$0.00
Reticulation of Waste	\$0.00	\$36,500.00	\$0.00
Roller Door Maintenance	\$1,154.56	\$2,000.00	\$0.00
Security Access System & Cards	\$9,640.00	\$500.00	\$0.00
Sinking Fund Forecast Report	\$2,318.18	\$8,100.00	\$0.00
Sundry Expenses	\$136.36	\$0.00	\$0.00
Tax Agent Fees - BAS/GST	\$390.00	\$450.00	\$0.00
Tax Agent Fees - Income Tax	\$125.00	\$220.00	\$0.00
Taxation Reporting (Civium)	\$120.00	\$0.00	\$0.00
Telephone	\$0.00	\$2,500.00	\$0.00
Utility - Billing	\$0.00	\$81,000.00	\$0.00
Waste Lift	\$0.00	\$8,000.00	\$0.00
Waste collection	\$14,577.00	\$17,000.00	\$0.00
Water - Utility	\$34,327.37	\$0.00	\$0.00
Total Administrative Fund Expenses	\$698,234.49	\$787,692.60	\$0.00
Administrative Fund Surplus/Deficit	\$91,017.50	\$0.00	\$0.00
Opening Balance for the period	\$0.00	\$0.00	\$0.00
Fund Transfer (Admin)	\$0.00	\$0.00	\$0.00
Closing Balance for the period	\$91,017.50	\$0.00	\$0.00

Civium Strata

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

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

Printed: 24/03/2026 11:56 am User: Rebekah Morton

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Income and Expenditure Statement - U/Plan 16518 "NUE"

61 - 65 CAMILLERI WAY, GUNGAHLIN, ACT 2912

For the Financial Period 25/02/2025 to 24/03/2026

Consolidated

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Total Sinking Fund Income	\$0.00	\$0.00	\$0.00
Expenses			
Total Sinking Fund Expenses	\$0.00	\$0.00	\$0.00
Sinking Fund Surplus/Deficit	\$0.00	\$0.00	\$0.00
Opening Balance for the period	\$0.00	\$0.00	\$0.00
Closing Balance for the period	\$0.00	\$0.00	\$0.00

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Gungahlin Section 249 Block 13 on Deposited Plan 15675 with 323 units on Unit Plan 16518

Lease commenced on 25/02/2025, terminating on 10/02/2121

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 16,518

Civium, 3 Lonsdale Street Braddon ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Alteration of Units Plan Refer ALUP 3388926

S. 20 Unit Titles Act 2001 - Subject to a Staged Development Approval: Released By ALUP 3388926

Easements

Subject To Easement Created By 3345392

Registered Date	Dealing Number	Description
25/02/2025	3368639	Miscellaneous Application Alternative Rules - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202139573	Development Application	16/12/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	18/08/2022

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of multi unit development comprising 87 townhouses



Product	Title Details
Date/Time	24/03/2026 06:08AM
Customer Reference	22055
Order ID	20260324000022
Cost	\$35.00

and 236 apartments, commercial tenancies, basement carparking, waste enclosure, driveways and verge crossings, landscaping and associated works.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★ ★★ ★★ ★★ ★★ **6 STARS**
in Climate: 24 **SCORE: 27 POINTS**

Name: Hayley Rapson **Ref No:** 46346


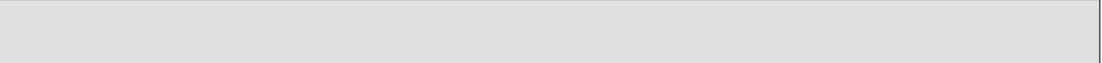
House Title: Unit 9, Block 13, Section 249 **Date:** 20-03-2026

Address: Unit 9 of 63 Camilleri Way
Gungahlin 2912

Reference: C:\REPORTS\...\CAMILLERI WAY GUNGAHLIN 9 OF 63

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	27											
Potential	38											

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	10
Add northerly blinds	100 %	1

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 9, Block 13, Section 249, Unit 9 of 63 Camilleri Way, Gungahlin

Assessor's Name: Lindsay Collison

			Points			
Feature	Winter	Summer	Total			
CEILING	12	0	12			
Surface Area: 5	Insulation: 8					
WALL	5	-2	3			
Surface Area: 1	Insulation: 4	Mass: -2				
FLOOR	9	-2	7			
Surface Area: 4	Insulation: -1	Mass: 0				
AIR LEAKAGE (Percentage of score shown for each element)	3	0	3			
Fire Place 0 %	Vented Skylights 0 %					
Fixed Vents 0 %	Windows 32 %					
Exhaust Fans 41 %	Doors 15 %					
Down Lights 0 %	Gaps (around frames) 13 %					
DESIGN FEATURES	0	1	1			
Cross Ventilation 1						
ROOF GLAZING	0	0	0			
Winter Gain 0	Winter Loss 0					
WINDOWS	-6	-14	-20			
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	11	13%	-15	18	-4	-1
SSW	13	16%	-20	10	-9	-19
Total	24	29%	-35	28	-14	-20

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

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

		Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★	23	-17	27*

* includes 20 points from Area Adjustment

Detailed House Data

House Details

ClientName Hayley Rapson
HouseTitle Unit 9, Block 13, Section 249
StreetAddress Unit 9 of 63 Camilleri Way
Suburb Gungahlin
Postcode 2912
AssessorName Lindsay Collison
FileCreated 20-03-2026
Comments

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed-Disconnected	No	No	No	Float Timb	R1.0	41.4m ²
2	Suspended Slab	Enclosed-Disconnected	No	No	No	Tiles	R1.0	2.3m ²
3	Timber	NA	Yes	No	No	Carp	R0.0	31.5m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0	9.6m ²
5	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	1.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	8.2m	2.5m
2	Weatherboard	Yes	R1.5	21.4m	2.5m
3	Framed: Metal Clad	No	R1.5	8.2m	2.5m
4	Weatherboard	No	R2.0	8.2m	3.0m
5	Weatherboard	Yes	R1.5	21.4m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R5.0	44.4m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSW	2.1m	2.6m	No	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m
2	SSW	2.1m	1.0m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	NNE	2.1m	2.4m	No	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m
4	NNE	2.3m	2.4m	No	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m
5	SSW	2.3m	2.4m	No	DG2	ALIMPR	HB	No	0.6m	0.6m	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
1	SSW	2.1m	2.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.4m	0.3m
2	SSW	2.1m	1.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.4m	3.1m
4	NNE	2.3m	2.4m	0.0m	0.0m	0.0m	0.0m	0.6m	0.0m	0.6m	5.6m
5	SSW	2.3m	2.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.4m	0.3m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	1	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	Hayley Rapson
HouseTitle	Unit 9, Block 13, Section 249
StreetAddress	Unit 9 of 63 Camilleri Way
Suburb	Gungahlin
Postcode	2912
AssessorName	Lindsay Collison
FileCreated	20-03-2026

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

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

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

DESIGN OPTIONS

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

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

DOOR SEALS AND WEATHER STRIPS

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

WINDOW GLAZING RATIOS

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

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

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

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

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

WHAT IS RATED?

The rating is dependent on:

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

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

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

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

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



Certificate of Currency

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

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

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



Najibi Bisso, Manager

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

PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



Tax Invoice

Inspection Number 46346

Please ensure this number is used when making payment

18 March 2026

Hayley Rapson

For the Property at: 9/63 Camilleri Way Gungahlin ACT 2912


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

Thank you for your business

We offer comprehensive Pest Management Solutions!

Call now to book your regular Pest Control Service

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

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46346
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: 46346 IMPORTANT: PLEASE ensure this unique ID is used



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

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

Residential Reports Pty Limited ABN 38 609 880 122

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

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

Pool Owner Guidance Material

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

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

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

Regulated swimming pools

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

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

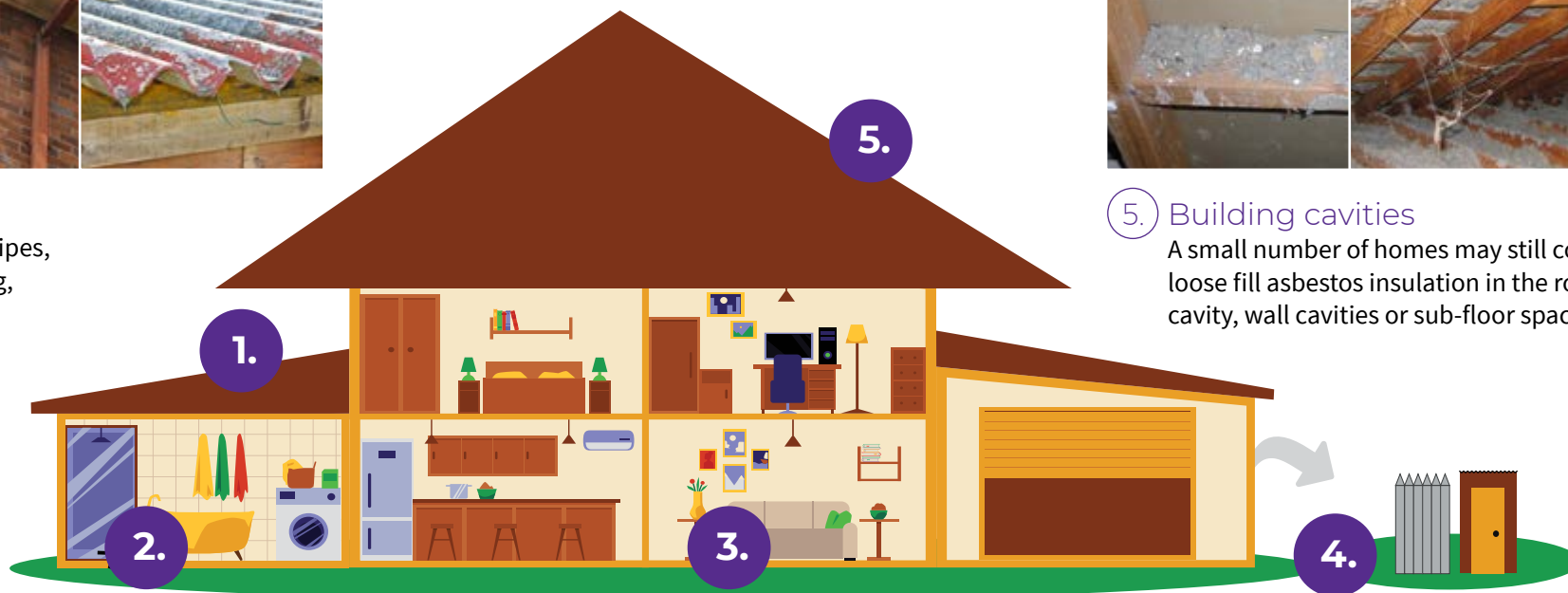
For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

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

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



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



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



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



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



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

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

Assess the risk

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

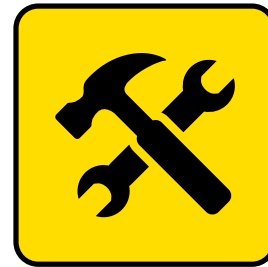
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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