

Schedule

Land	The unexpired term of the Lease	Unit 48	UP No. 12592	Block 91,92	Section 8	Division/District Phillip
	and known as 504/35 Furzer Street, Phillip ACT 2606					
Seller	Full name	Josef Marlo Manalo				
	ACN/ABN					
	Address	504/35 Furzer Street, Phillip ACT 2606				
Seller Solicitor	Firm	KJB Law				
	Email	aathika@kjblaw.com.au				
	Phone	02 6281 0999	Ref: Aathika Mackie			
	DX/Address	PO Box 105, Woden ACT 2606 / 10 Corinna Street, Woden				
Stakeholder	Name	Hive Property (ACT) Pty Limited Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Limited				
	Email	bree@hivecbr.com.au				
	Phone	02 6182 1802 / 0450 566 150	Ref: Bree Prince			
	DX/Address	PO Box 819 Dickson ACT 2602				
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	Fixed floor coverings, light fittings and window treatments as inspected				
Date for Registration of Units Plan	Not applicable					
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 checked="" type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Potential residential land?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	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	Grady Strata	Phone	02 6251 1214
Address	PO Box 3197, Manuka ACT 2603		

AUCTION CONDITIONS

The following conditions apply where the property will be offered for sale by public auction:-

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

SPECIAL CONDITIONS

1. KEYS

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

2. IMPROVEMENTS

Notwithstanding anything contained in this Contract to the contrary, 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 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.

3. AGENCY CLAUSE

The Buyer warrants that the Buyer was not introduced to the Property or to the Seller by any agent other than the Seller's Agent and will indemnify and keep indemnified the Seller against any claim for compensation, damages and other actions which may be threatened or brought by any other agent in respect of this sale arising out of a breach of this warranty. This clause shall not merge on Completion.

4. NON-MERGER OF MONIES DUE

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

5. WAIVER

- 5.1.** A Seller's failure or delay in exercising a power or right does not operate to waive that power or right.
- 5.2.** The exercise of a power or right by the Seller does not preclude either its further exercise in the future or the exercise of any other power or right.
- 5.3.** Only a written waiver by or on behalf of the Seller shall be effective.
- 5.4.** Waiver of a power or right by the Seller is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

6. ADJUSTMENTS

If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the parties agree that the adjustment of all Land Charges, excluding Income, under clause 8.1 of the printed terms be adjusted from the Date for Completion rather than the actual date of completion.

7. SPECIAL WATER METER READING

The Buyer shall not seek any undertaking from the Seller or their solicitor or seek to hold back all or any part of the settlement or deposit monies due to the Seller or delay or seek to delay completion or make any requisition, objection, demand or claim in respect of any amount of excess water alleged to have been consumed on account of the Buyer's failure to apply for a special reading or the relevant authority's failure to furnish the same to the Buyer prior to completion.

8. AMENDMENT TO PRINTED TERMS

Clause 52.6 is amended by striking through "14" and inserting "7";

9. BUYER'S WARRANTY

The Buyer warrants that it has the authority and all necessary powers or permissions to validly enter into and perform its obligations under this Contract and that on Completion it will have the capacity to complete this Contract.

10. COVENANT GUARANTEE AND INDEMNITY

10.1. Interpretation

In this additional clause:

Covenantor means each director and shareholder of the Buyer where it is an incorporated entity OR the individual Trustees where the Buyer is purchasing as Trustee of a Trust;

Indemnify means indemnify and at all times keep indemnified;

10.2. Guarantee & Indemnity

10.2.1. This condition applies if the Buyer is a proprietary company and/or Trustee of a Trust;

10.2.2. For the purposes of this Contract "Covenantor" means:

10.2.2.1. the directors and those holding shares in the capital of the Buyer where the Buyer is a proprietary company, buying either in its own right or as Trustee of a Trust; or

10.2.2.2. the individual Trustee or Trustees where the Buyer is purchasing as a Trustee/Trustees of a Trust.

The obligations of those who comprise the Covenantor will be joint and several;

10.2.3. In consideration of the Seller at the request of the Covenantor entering into this Contract, the Covenantor:

10.2.3.1. covenants with the Seller that the Covenantor will be with the Buyer jointly and severally liable to the Seller for the due performance of all the terms and conditions on the part of the Buyer contained in this Contract; and

10.2.3.2. guarantees to the Seller the due and punctual payment of all moneys payable by the Buyer under this Contract and the due performance and observance of the terms and conditions of this Contract;

10.3. If for any reason this Contract is not enforceable by the Seller against the Buyer in whole or in part the Covenantor will indemnify the Seller against all loss, including all moneys which would have been payable to or recoverable from the Buyer had this Contract been fully enforceable against the Buyer.

.....

Signature of Covenantor
Name of Covenantor:
Address:

Signature of Covenantor
Name of Covenantor:
Address:

In the presence of:

.....
Signature of Witness

Name of Witness:.....

.....

to be completed and executed by the Directors of the Buyer where the Buyer is a company or the individual Trustee where the Buyer is purchasing as Trustee of a Trust. Do not complete if the Buyer is an individual buying in their own right.

11. DEPOSIT BOND / GUARANTEE

- 11.1. "Bond" means an original deposit bond or bank guarantee from an issuer, with an expiry date and for an amount each in form and substance satisfactory to the Seller.
- 11.2. The Buyer may pay the Deposit in an amount equal to 10% of the Price by delivery of a Bond to the Seller's solicitor at or before the making of this Contract and this time is essential.
- 11.3. The Bond must show the Seller as the beneficiary of the Bond.
- 11.4. If the Bond has an expiry date and Completion does not occur by the date which is 14 days before the expiry date, the Buyer must serve a replacement Bond at least 7 days before the expiry date and the time for service is essential. If the Buyer fails to comply with this sub clause 4 the Seller will be entitled to terminate this Contract pursuant to clause 19.1 of the Printed Terms.
- 11.5. The Buyer must pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque on the Date for Completion of this Contract, on expiry of the Bond or at such other time as may be provided for the Deposit to be accounted for to the Seller.
- 11.6. If
 - 11.6.1 the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit; or
 - 11.6.2 the Buyer fails to comply with sub clause 4 of this special condition; or
 - 11.6.3 in the seller's opinion the provider of the bond is unable to pay the amount referred to in the bondthen to the extent that the amount has not already been paid under the Bond, the Buyer must immediately pay the Deposit, or so much of it as has not been paid, to the Stakeholder and this time is essential.
- 11.7. If the provider of the Bond is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit to the Seller by either:
 - 11.7.1. providing a replacement Bond by another bond provider satisfactory to the Seller; or
 - 11.7.2. payment of the Deposit to the Stakeholder by unendorsed bank chequeand this sub clause 7 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this sub clause 7 is an essential condition of this Contract.

12. DEPOSIT BY DEFT AUCTION PAY / ELECTRONIC FUND TRANSFER (EFT)

- 12.1. Clause 2 and 52 of the Contract is amended as follows
 - 12.1.1. Insert the words 'or by DEFT Auction Pay, Electronic Fund Transfer (EFT)' after the words 'by cheque' in clause 2.3 & 52.3.1;
 - 12.1.2. Insert the words 'or' after 'on first presentation,' in clause 52.5.2;
 - 12.1.3. Insert a new clause 52.5.3 as follows:

"52.5.3 paid by DEFT Auction Pay or Electronic Fund Transfer (EFT) but the First Instalment of the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00 pm on the third business day following the date of this Contract"

13. ELECTRONIC TRANSACTION

13.1. Generally, and for the purposes of:

- 13.1.1** the Electronic Transactions Act 2001 (ACT);
- 13.1.2** the Electronic Transactions Act 1999 (Cth); and
- 13.1.3** Electronic Conveyancing National Law (ACT) Act 2020 (ACT)

each party consents to:

- 13.1.4** the electronic signing of this Contract whether by counterparts or otherwise, by a party using DocuSign, SignMe, SignIT or other electronic signing tool acceptable to the Seller ("the Platform");
- 13.1.5** the electronic exchange of this Contract which may be effected utilising the Platform or by means of the emailing by one party (or that party's solicitor) to the other (or the other party's solicitor) or a wet ink or electronically signed Contract;
- 13.1.6** the physical exchange of electronically signed counterparts;
- 13.1.7** the electronic Completion of this Contract (if available at the time of Completion); and
- 13.1.8** notices being served or received under this Contract electronically, including by email.

13.2. Each party warrants to the other that:

- 13.2.1** the electronically signed and/or exchanged Contract; and
- 13.2.2** if reasonably required by any party, a print out of the Contract which has been electronically signed and/or exchanged,
is sufficient evidence of that party's:
 - 13.2.3** intention to enter into and be bound by the Contract;
 - 13.2.4** consent to conducting this Contract electronically; and
 - 13.2.5** the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

14. STAKEHOLDER DEPOSIT

If Electronic Transaction is marked "Yes" and the Stakeholder listed on the Schedule is not the KJB Law Practice Trust Account, then:

- 14.1** Upon written notice from the Seller to the Buyer and the Agent (stated to be pursuant to this special condition 14), the Agent is authorised and directed to transfer so much of the Deposit which exceeds the Agent's commission to the KJB Law Practice Trust Account who shall hold that portion of the deposit as Stakeholder to be dealt with in accordance with this special condition and otherwise in accordance with the terms of the Contract;
- 14.2** If notice is given in accordance with special condition 14.1, then the portion of the Deposit transferred to the KJB Law Trust Account may be authorised as Vendor source funds for the purpose of the Electronic Workspace (which the parties acknowledge means that funds will be released from Trust on Completion – and not prior - as part of the disbursement of funds within the Electronic Workspace).

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Phillip Section 8 Block 92 on Deposited Plan 11687 with 205 units on Unit Plan 12592

Unit 48 (Class A) entitlement 46 of 10000, 4 subsidiaries

Phillip Section 8 Block 91 on Deposited Plan 11687 with 205 units on Unit Plan 12592

Unit 48 (Class A) entitlement 46 of 10000, 4 subsidiaries

Lease commenced on 08/09/2020, terminating on 02/03/2098

Proprietor

JOSEF MARLO MANALO

504/35 FURZER STREET, PHILLIP ACT 2606

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
11/10/2022	3196390	Mortgage to AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN: 005 357 522)

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
201017908	Development Application	31/05/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	17/10/2011

Description

Proposed amendments to DA 201017908 still under consideration- amendments include adjusting the development location 1200mm south, to enable greater access to the Alexander Building loading area.

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,

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201834486	Development Application	17/10/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	15/04/2019

Description

PROPOSAL FOR 12 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT AND LEASE VARIATION - Adaptive re-use of the existing buildings, demolition of annex structures, removal of trees, construction of mixed use development comprising of a shop, bar, restaurant, 186 dwellings, car park, signage and associated works. LEASE VARIATION to consolidate the leases, and vary the clauses to permit non-retail commercial use, residential (186 units), shop, indoor recreation, drink establishment and restaurant and alteration to gross floor area limits.

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
201936309	Development Application	24/10/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/04/2020

Description

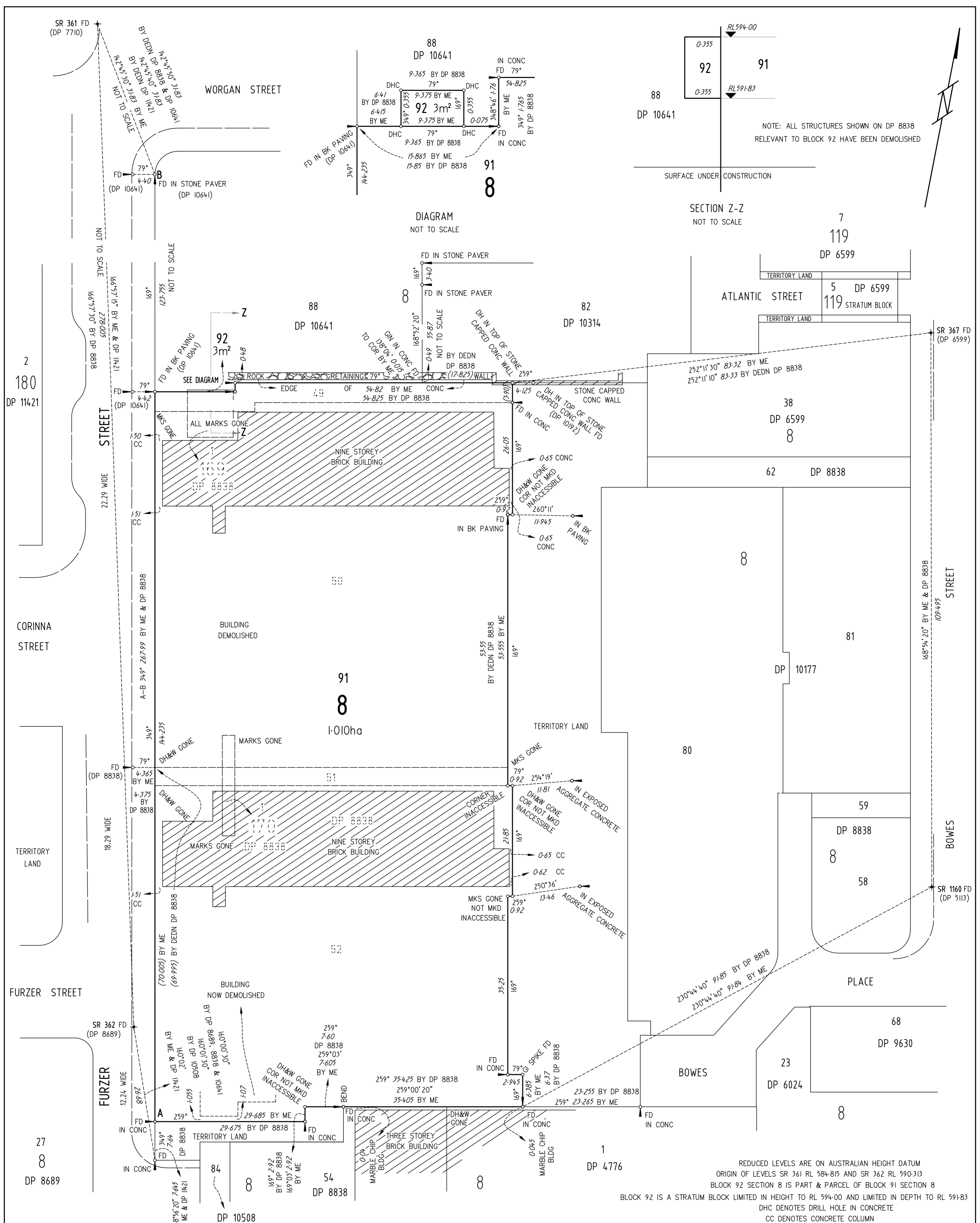
LEASE VARIATION - To vary the Crown lease by adding child care centre as a permitted use.

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

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201936309	Development Application	24/10/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/04/2020

Description

LEASE VARIATION - To vary the Crown lease by adding child care centre as a permitted use.



REFERENCE MARKS

- Denotes DEEP DRIVEN ROD
- Denotes DH&W IN KERB (Except as otherwise shown)

NOTE

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

Azimuth: A-B (Strom)

Field Books:
Surveyor's Ref : 218063.05

I, WILLIAM ROBERT CAMPBELL of VERIS AUSTRALIA Pty Limited CANBERRA 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 23 AUGUST 2019

(Signature) _____ 23 AUGUST 2019
Surveyor registered under the Surveyors Act 2007.

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

26 August 2019
Surveyor-General of the ACT

PLAN OF
BLOCKS 91 & 92 SECTION 8
BEING A RESUBDIVISION OF BLOCKS 49-52 SECTION 8,
BLOCK 1 SECTION 169 & BLOCK 1 SECTION 170

DIVISION: PHILLIP
DISTRICT: WODEN VALLEY
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:400

0 5 10 20 30 METRES

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
3:20 pm, 19/09/2019

Approved

David Pryce
Registrar-General

DEPOSITED PLAN
11687
AMENDS DP 8838

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Phillip Section 8 Block 92 on Deposited Plan 11687 with 205 units on Unit Plan 12592

Phillip Section 8 Block 91 on Deposited Plan 11687 with 205 units on Unit Plan 12592

Lease commenced on 08/09/2020, terminating on 02/03/2098

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 12,592

Grady Strata and Facilities, PO Box 3197 Manuka ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
09/11/2021	3117865	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201017908	Development Application	31/05/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	17/10/2011

Description

Proposed amendments to DA 201017908 still under consideration- amendments include adjusting the development location 1200mm south, to enable greater access to the Alexander Building loading area.

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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
201834486	Development Application	17/10/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	15/04/2019

Description

PROPOSAL FOR 12 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT AND LEASE VARIATION - Adaptive re-use of the existing buildings, demolition of annex structures, removal of trees, construction of mixed use development comprising of a shop, bar, restaurant, 186 dwellings, car park, signage and associated works. LEASE VARIATION to consolidate the leases, and vary the clauses to permit non-retail commercial use, residential (186 units), shop, indoor recreation, drink establishment and restaurant and alteration to gross floor area limits.

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

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201936309	Development Application	24/10/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/04/2020

Description

LEASE VARIATION - To vary the Crown lease by adding child care centre as a permitted use.

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201936309	Development Application	24/10/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/04/2020

Description

LEASE VARIATION - To vary the Crown lease by adding child care centre as a permitted use.



Access Canberra

LAND TITLES
ACCESS CANBERRA

Chief Minister Treasury and Economic Development
SR\$3117865 29/10/2021 14:57:26 Elri P

3117865

LAND TITLES ACT 1925

SR

Settlements ACT
GPO Box 2193
CANBERRA ACT 2601
Tel: (02) 6185 1912
E: settlements.act@bigpond.com

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Vantage Strata	info@vantagestrata.com.au	1800-878-728

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3001:780 ¹⁷⁹	Phillip	8	91	12592

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

The owner's corporation rules are to be amended in accordance with the decision made at the Annual General meeting held on the 23 September 2021 and resolved by the owner's corporation

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

CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By:

Daniel Kade Leskovec
Senior Strata Manager

Melissa Coles
Office Manager

for: Vantage Strata Pty Ltd
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by	<i>LO</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	TA	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	AS	Registration Date	09/11/2021

VOI Sighted x *1*.....

Change of Name by *N/A*.....

Category *3*.....

Sighted by *[Signature]*.....

Date *29/10/21*.....

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 12592

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum

decision or decisions were made— 23 September 2021

Tick applicable box, or both boxes if applicable:

Regularly convened

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

**Convened after
adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
23/09/2021	As per attached

A4 Owners corporation declaration

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

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

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

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

The petition must—

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS UP 12592
'A & A' 35-45 Furzer Street, Phillip, ACT, 2606**

Venue: Zoom meeting

Date: Thursday, 23 September 2021

Time: 5:30pm

Present:

T Lindfield	Lot 4	P Morrison & K Venn	Lot 117
L Schurbet	Lot 22	S Jolly	Lot 123
G Conrick	Lot 40	Z Ashford	Lot 124
A Richmond	Lot 46	K Pandika	Lot 126
G Morison	Lot 47	T Bell	Lot 131
J Manalo	Lot 48	Y & C J Symonds	Lot 133
E Appleton	Lot 50	A Barlow	Lot 140
A Health	Lot 78	M Bourget	Lot 148
P Buckham	Lot 80	W H Siew	Lot 149
A Weston	Lot 92	N Burkevics	Lot 160
A Kime	Lot 110	S Webster	Lot 172
J Jefferey	Lot 111	M Chant	Lot 177
M Clark	Lot 116		

Proxies: Nil.

Absentee Vote:

E Bermingham	Lot 3	IFO all motions
G & S Wickson	Lot 34	Opposed Motion 6b, IFO all other motions
Crispian Crispian Pty Ltd	Lot 43	IFO Motions 6b, 8, 9, 10, 11. Opposed Motion 6a. Abstain all other motions

Apologies: Nil.

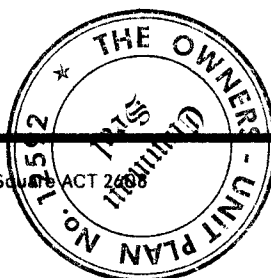
In Attendance:

B Durand	Vantage Strata	E Garver	Vantage Strata
K Gregerson	Vantage Strata		

Quorum:

A quorum was not present however the meeting proceeded with a reduced quorum (Schedule 3.9 of the Unit Titles Management Act 2011).

Secretarial Note - Owners are advised that under Schedule 3.11 of the Unit Titles (Management) Act 2011, reduced quorum decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote. Considering that a standard quorum was not present at 5:30pm, the meeting proceeded with general discussion. The meeting officially opened at 6:00pm.



CHAIRPERSON PROXIES AND APOLOGIES

G Conrick undertook the role of Chairperson and officially opened the meeting at 6:02pm noting a reduced quorum.

There were no proxies or apologies.

ADOPTION OF MINUTES

MOTION 1: *That the minutes of the Previous Annual General Meeting be confirmed.*

CARRIED

INSURANCE

MOTION 2 (Special Resolution): *It was resolved That the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

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

CARRIED

(1 Abstain, All others IFO)

FINANCES

MOTION 3: *It was resolved that the financial accounts for the period 09 September 2020 to 08 September 2021 as presented be accepted.*

CARRIED

AUDITED FINANCIALS

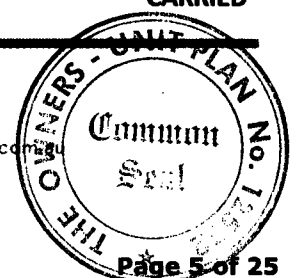
MOTION 4: *It was resolved that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited with a view to having the audited financials presented at the next Annual General Meeting for consideration.*

CARRIED

SINKING FUND REPORT

MOTION 5: *It was resolved that the Owners Corporation adopt the Sinking Fund Report dated 22 January 2021.*

CARRIED



BUDGET DISCUSSION

ADMINISTRATION FUND

There have been ongoing issues with the pool umbrellas located at the property. The area in which the pool is situated is prone to high wind, therefore any removable or semi-permanent shade structure is deemed inadequate. It has been determined that if Owners want to establish a shaded area that a permanent structure may need to be built which could require a Development Application (DA) to be lodged. An amount of \$30,000 (plus GST) has been estimated for this project and two motions have been tabled for consideration (Note: Only one Motion can pass. Either Motion 6a or 6b will be required to fail).

The meeting discussed at length the two options and ultimately agreed to raise funds for the structure to ensure timely rectification of the space. The Owners noted that in their view, the pool umbrellas were a poor design and not fit for purpose for the location they were installed in. Owners requested that the Managing Agent and incoming Executive Committee re-approach DOMA on the matter either for a solution or compensation for the faulty shade arrangement. Owners also noted, without adequate shade the area can be considered unusable given how hot the decking becomes in summer.

MOTION 6a: *It was resolved that the Administration Fund budget of \$630,363.00 plus GST for the period 09 September 2021 to 08 September 2022 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Units of Entitlement and payable by Two (2) equal instalments due on 28 October 2021, 28 April 2022.*

CARRIED

(14 IFO, 10 Against, 4 Abstain)

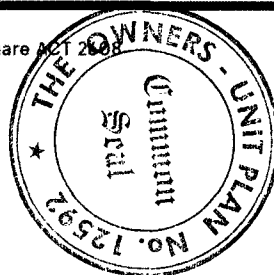
Should the above motion fail, and owners do not wish to proceed with capital works to build a shade structure, the below motion has been tabled;

MOTION 6b: *That the Administration Fund budget of \$600,363.00 plus GST for the period 09 September 2021 to 08 September 2022 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Units of Entitlement and payable by Two (2) equal instalments due on 28 October 2021, 28 April 2022.*

FAILED

SINKING FUND CONTRIBUTION

The Sinking Fund Report dated 22 January 2021 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$111,818.00 plus GST.



MOTION 7: It was **resolved** that a contribution of \$111,818.00 plus GST as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period 09 September 2021 to 08 September 2022 to be contributed by owners in accordance with their Units of Entitlement and payable by Two (2) equal instalments due on 28 October 2021, 28 April 2022.

CARRIED

MAINTENANCE

MAINTENANCE SCHEDULE

As per recent changes to the Unit Titles (Management) Act 2011 it is a requirement that the Owners Corporation obtain a maintenance schedule. Due to the Units Plan registering after 01 July 2020, the developer has provided a maintenance plan for UP12592.

DEFECTS: Owners noted and agreed to provide the below to the builders:

- Water ingress to the basement
- Several Units are having troubles accessing their corridor from the fire stairs.
- Intercom errors where they are not working after 5pm.

FIRE SAFETY REVIEW

It is a requirement of the Unit Titles (Management) Act 2011 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Annual Fire Safety Certificate

Dated: 21 January 2021

Prepared By: 360 Degree Fire

EXECUTIVE COMMITTEE ELECTION

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

The committee must consist of at least three members and up to seven members (unless the corporation resolves to increase the maximum number of committee members by Special Resolution).

MOTION 8: It was **resolved** that the Owners Corporation elects an Executive Committee of between 3-7 members from nominations of eligible members.



CARRIED

Nominations included:

T Lindfield	(Lot 4)	A Kime	(Lot 110)	N Burkevics	(Lot 160)
G Conrick	(Lot 40)	M Bourget	(Lot 148)	M Chant	(Lot 177)

CONTRACTS AND SERVICE AGREEMENTS

MOTION 9: *It was resolved that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.*

CARRIED

RULE AMENDMENTS

It is proposed to make the following amendments to the current Owners Corporation rules. A current copy of the Rules can be found in the BuildingLink Library.

Delete the current clause 11.1 of the Rules and replace with the following due to a typographical error:

11.1 General

- (a) An Occupier must not, except in accordance with:
- (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,

erect or alter any structure in or on a Unit or Common Property.

MOTION 10 (Special Resolution): *It was resolved, by Special Resolution, that the Owners Corporation amend Rule 11.1 of the Owners Corporation Rules.*

CARRIED

(All IFO, 1 Abstain)

Delete the current clause 13.1 of the Rules and replace with the following to allow for over the bonnet storage cabinets in vehicles spaces allocated to an individual unit.

13.1 Parking of vehicles

- (a) Subject to paragraph (d), an Occupier must only park or stand Vehicles in the Vehicle space allocated to their Unit.
- (b) An Occupier must not park, stand or intrude any Vehicle:
- (i) on Common Property; or
 - (ii) in the Vehicle Space allocated to another Units.



- (c) An Occupier must not permit any invitees of the Occupier to park or stand any Vehicle on Common Property, except with the prior written approval of the Executive Committee noting that permission may:
 - (i) be given subject to conditions; and
 - (ii) be withheld, or withdrawn at any time.
- (d) Subject to compliance with the provisions of clause 11.1, An Occupier may install an over bonnet storage cabinet in the Vehicle space allocated to their Unit.

MOTION 11 (Special Resolution): *It was resolved, by Special Resolution, that the Owners Corporation amend Rule 13.1 of the Owners Corporation Rules.*

CARRIED
(No Dissent Noted)

GENERAL BUSINESS

PARKING MATTERS

The meeting noted that the commercial fit out trades have been regularly parking on common property in between the two buildings which is causing a nuisance for some residents. It was agreed that the Managing Agent would touch base with the contractors requesting they be more mindful with their parking. The meeting also noted that they are aware of the limited parking in the area and with works projected to be finished by October owners were not overly concerned.

A motion of thanks was moved to B Durand for her assistance over the past 12 months as Strata manager.

There being no further business to discuss, the meeting closed at 7:11pm.

23 September 2021



Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592

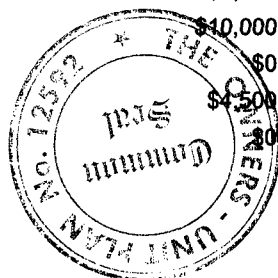
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Administrative Fund	Proposed Budget	Current Actual	Current Budget
	(09/09/2021-08/09/2022)	(09/09/2020-08/09/2021)	(09/09/2020-08/09/2021)
Income			
Insurance Claim Recoveries	\$0.00	\$390.00	\$0.00
Interest	\$0.00	\$493.74	\$0.00
Levy Income Admin	\$630,363.00	\$520,067.16	\$520,067.16
Total Admin Fund Income	\$630,363.00	\$520,950.90	\$520,067.16
Expense			
BAS & Tax Preparation	\$420.00	\$315.00	\$445.00
Banking, Software & Infrastructure	\$315.00	\$315.01	\$335.00
BuildingLink	\$4,872.00	\$4,872.00	\$4,920.00
Cleaning - Carpark	\$2,500.00	\$0.00	\$5,000.00
Cleaning - Carpets	\$3,500.00	\$0.00	\$0.00
Cleaning - Contract	\$118,000.00	\$106,894.89	\$102,984.72
Cleaning - Windows	\$12,000.00	\$0.00	\$15,000.00
Consultancy Fees	\$0.00	\$0.00	\$1,550.00
Contingency	\$15,000.00	\$8,443.00	\$33,264.35
Contractor Compliance Fee	\$85.00	\$85.00	\$0.00
DEFT Fees	\$0.00	\$512.50	\$0.00
Electricity	\$60,000.00	\$46,803.46	\$41,706.90
Fire - Maintenance Contract	\$11,500.00	\$1,289.00	\$5,000.00
Fire - Monitoring	\$4,000.00	\$0.00	\$0.00
Fire - Repairs & Replacement	\$4,000.00	\$0.00	\$0.00
Gardening - Contract	\$16,000.00	\$12,725.02	\$13,881.84
Height Safety Certification	\$1,200.00	\$0.00	\$0.00
Insurance Payouts	\$0.00	\$979.00	\$0.00
Insurance Premium	\$70,000.00	\$58,319.09	\$58,319.09
Interest Paid	\$0.00	\$167.91	\$0.00
Keys, Remotes & Swipes	\$0.00	\$0.00	\$500.00
Lifts - Maint. Contract	\$25,500.00	\$0.00	\$0.00
Lifts - Repairs & Maint.	\$5,000.00	\$430.00	\$3,000.00
Management Fees (Schedule B)	\$0.00	\$275.00	\$0.00
Management Fees - Building Manager	\$67,257.00	\$65,000.00	\$65,000.00
Management Fees - Strata	\$76,914.00	\$74,312.50	\$74,312.50
Miscellaneous Expenses	\$500.00	\$381.72	\$500.00
Permits	\$0.00	\$0.00	\$250.00
Pest Control	\$5,000.00	\$0.00	\$0.00
Planned Preventative Maintenance Contract	\$9,000.00	\$0.00	\$0.00
R & M Electrical	\$0.00	\$0.00	\$2,000.00
R & M Garage	\$4,000.00	\$0.00	\$0.00
R & M General	\$10,000.00	\$2,056.71	\$2,000.00
R & M Plumbing	\$0.00	\$1,684.80	\$2,000.00
R & M Pool	\$4,200.00	\$3,198.27	\$6,500.00
R & M Sumps & Pumps	\$0.00	\$0.00	\$2,000.00



Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592

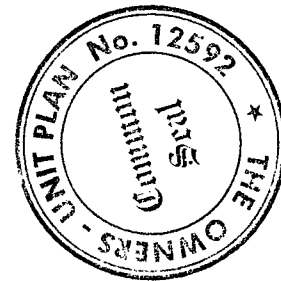
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Administrative Fund	Proposed Budget <small>(09/09/2021-08/09/2022)</small>	Current Actual <small>(09/09/2020-08/09/2021)</small>	Current Budget <small>(09/09/2020-08/09/2021)</small>
Reports - Insurance Valuation	\$0.00	\$1,687.91	\$2,000.00
Reports - Sinking Fund Plan	\$0.00	\$1,603.64	\$2,500.00
Rubbish Removal	\$2,000.00	\$2,076.57	\$5,000.00
Special Project/s	\$35,000.00	\$0.00	\$0.00
Tax Preparation and Lodgement	\$0.00	\$0.00	\$225.00
Telephone (Lift/Fire/Security)	\$2,300.00	\$913.95	\$3,780.00
Waste & Recycling Bins	\$0.00	\$370.00	\$15,600.00
Water Usage	\$60,000.00	\$24,009.60	\$50,492.60
Total Admin Fund Expense	\$630,363.00	\$419,721.55	\$520,067.00
TOTAL ADMIN LEVY INCOME	\$630,363.00	\$520,067.16	\$520,067.16
ADD: ADMIN GST	\$63,036.30		\$52,006.70
TOTAL ADMIN BUDGET	\$693,399.30		\$572,073.86



Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592

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Sinking Fund	Proposed Budget <small>(09/09/2021-08/09/2022)</small>	Current Actual <small>(09/09/2020-08/09/2021)</small>	Current Budget <small>(09/09/2020-08/09/2021)</small>
Income			
Levy Income Sinking	\$111,818.00	\$0.00	\$0.00
Total Sinking Fund Income	\$111,818.00	\$0.00	\$0.00
Expense			
Sinking Fund Contribution	\$111,818.00	\$0.00	\$0.00
Total Sinking Fund Expense	\$111,818.00	\$0.00	\$0.00
TOTAL SINKING LEVY INCOME	\$111,818.00	\$0.00	\$0.00
ADD: SINKING GST	\$11,181.80		\$0.00
TOTAL SINKING BUDGET	\$122,999.80		\$0.00



**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

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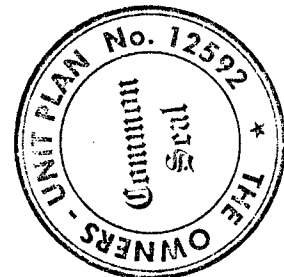
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Budget Summary (09/09/2021-08/09/2022)

	Proposed	1st Instalment 28/10/2021	2nd Instalment 28/04/2022	TOTAL (09/09/2021-08/09/2022)
Administrative Fund	\$693,399.30	\$346,700.35	\$346,700.35	\$693,400.70
Sinking Fund	\$122,999.80	\$61,500.00	\$61,500.00	\$123,000.00
Contribution Schedule Total	\$816,399.10	\$408,200.35	\$408,200.35	\$816,400.70
Amount to Collect	\$816,399.10	\$408,200.35	\$408,200.35	\$816,400.70

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

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

A&A, 35-45 Furzer Street PHILLIP

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Levy Adjustment Summary (09/09/2021-08/09/2022)

Contribution Schedule		Aggregate Units of Entitlement (UOE) - 10000		
Due Date	Levy Period	Admin	Sinking	Total
28/10/2021	09/09/2021 - 08/03/2022	\$34.67	\$6.15	\$40.82
28/04/2022	09/03/2022 - 08/09/2022	\$34.67	\$6.15	\$40.82
Financial Year Total per Units of Entitlement		\$69.34	\$12.30	\$81.64
Financial Year Aggregate		\$693,400.70	\$123,000.00	\$816,400.70
Proposed Budget Amount		\$693,399.30	\$122,999.80	\$816,399.10
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

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

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Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592

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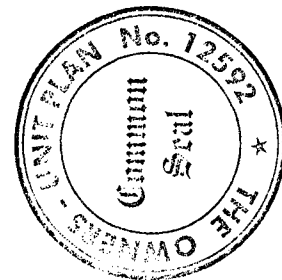
Page 6

Owner Summary (09/09/2021-08/09/2022) - Contribution Schedule

UOE	Lot(s)		1st Instalment 28/10/2021	2nd Instalment 28/04/2022	TOTAL (09/09/2021-08/09/2022)
43	1, 5, 24, 25, 26, 94, 95, 96, 105, 106, 107	Admin	\$1,490.80	\$1,490.80	\$2,981.60
		Sinking	\$264.45	\$264.45	\$528.90
		Owner Total	\$1,755.25	\$1,755.25	\$3,510.50
42	2, 3, 4, 13, 14, 15, 198, 199	Admin	\$1,456.15	\$1,456.15	\$2,912.30
		Sinking	\$258.30	\$258.30	\$516.60
		Owner Total	\$1,714.45	\$1,714.45	\$3,428.90
32	6, 10, 18, 19, 20, 98, 99, 100, 101, 102	Admin	\$1,109.45	\$1,109.45	\$2,218.90
		Sinking	\$196.80	\$196.80	\$393.60
		Owner Total	\$1,306.25	\$1,306.25	\$2,612.50
31	7, 8, 9, 197, 200	Admin	\$1,074.75	\$1,074.75	\$2,149.50
		Sinking	\$190.65	\$190.65	\$381.30
		Owner Total	\$1,265.40	\$1,265.40	\$2,530.80
44	11, 16, 22, 27, 35, 36, 37, 93, 97, 116	Admin	\$1,525.50	\$1,525.50	\$3,051.00
		Sinking	\$270.60	\$270.60	\$541.20
		Owner Total	\$1,796.10	\$1,796.10	\$3,592.20
45	12, 38, 46, 103, 108, 127, 128	Admin	\$1,580.15	\$1,580.15	\$3,120.30
		Sinking	\$276.75	\$276.75	\$553.50
		Owner Total	\$1,836.90	\$1,836.90	\$3,673.80

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

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

A&A, 35-45 Furzer Street PHILLIP

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
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Page 7

Owner Summary (09/09/2021-08/09/2022) - Contribution Schedule

UOE	Lot(s)		1st Instalment 28/10/2021	2nd Instalment 28/04/2022	TOTAL (09/09/2021-08/09/2022)
33	17, 21, 110, 111, 112	Admin	\$1,144.10	\$1,144.10	\$2,288.20
		Sinking	\$202.95	\$202.95	\$405.90
		Owner Total	\$1,347.05	\$1,347.05	\$2,694.10
46	23, 33, 47, 48, 104, 117, 118, 119, 126, 129, 138, 139, 140	Admin	\$1,594.80	\$1,594.80	\$3,189.60
		Sinking	\$282.90	\$282.90	\$565.80
		Owner Total	\$1,877.70	\$1,877.70	\$3,755.40
34	28, 29, 30, 31, 32, 40, 41, 42, 109, 113, 120, 121, 122, 123, 124	Admin	\$1,178.80	\$1,178.80	\$2,357.60
		Sinking	\$209.10	\$209.10	\$418.20
		Owner Total	\$1,387.90	\$1,387.90	\$2,775.80
47	34, 44, 57, 58, 59, 114, 115, 125, 137, 149, 150	Admin	\$1,629.50	\$1,629.50	\$3,259.00
		Sinking	\$289.05	\$289.05	\$578.10
		Owner Total	\$1,918.55	\$1,918.55	\$3,837.10
35	39, 43, 50, 51, 52, 53, 54, 131, 132, 133, 134, 135, 143, 144, 145, 195	Admin	\$1,213.45	\$1,213.45	\$2,426.90
		Sinking	\$215.25	\$215.25	\$430.50
		Owner Total	\$1,428.70	\$1,428.70	\$2,857.40

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

A&A, 35-45 Furzer Street PHILLIP

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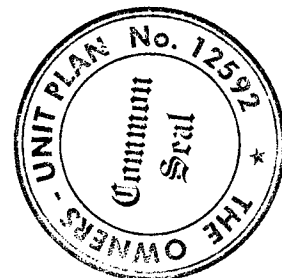
Page 8

Owner Summary (09/09/2021-08/09/2022) - Contribution Schedule

UOE	Lot(s)		1st Instalment 28/10/2021	2nd Instalment 28/04/2022	TOTAL (09/09/2021-08/09/2022)
48	45, 49, 55, 68, 69, 70, 136, 160, 161, 162	Admin	\$1,664.15	\$1,664.15	\$3,328.30
		Sinking	\$295.20	\$295.20	\$590.40
		Owner Total	\$1,959.35	\$1,959.35	\$3,918.70
49	56, 60, 66, 130, 151, 152	Admin	\$1,698.85	\$1,698.85	\$3,397.70
		Sinking	\$301.35	\$301.35	\$602.70
		Owner Total	\$2,000.20	\$2,000.20	\$4,000.40
38	81, 82, 83, 84, 85, 142, 148, 154, 155, 156	Admin	\$1,248.10	\$1,248.10	\$2,496.20
		Sinking	\$221.40	\$221.40	\$442.80
		Owner Total	\$1,469.50	\$1,469.50	\$2,939.00
50	67, 71, 77, 141, 147, 148, 158, 163, 192	Admin	\$1,733.50	\$1,733.50	\$3,467.00
		Sinking	\$307.50	\$307.50	\$615.00
		Owner Total	\$2,041.00	\$2,041.00	\$4,082.00
37	72, 73, 74, 75, 76, 91, 153, 157, 165, 166, 167	Admin	\$1,282.80	\$1,282.80	\$2,565.60
		Sinking	\$227.55	\$227.55	\$455.10
		Owner Total	\$1,510.35	\$1,510.35	\$3,020.70
51	78, 92, 159, 169	Admin	\$1,768.15	\$1,768.15	\$3,536.30
		Sinking	\$313.65	\$313.65	\$627.30
		Owner Total	\$2,081.80	\$2,081.80	\$4,163.60

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

A&A, 35-45 Furzer Street PHILLIP

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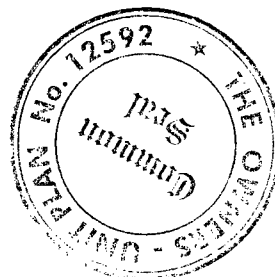
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Owner Summary (09/09/2021-08/09/2022) - Contribution Schedule

UOE	Lot(s)		1st Instalment 28/10/2021	2nd Instalment 28/04/2022	TOTAL (09/09/2021-08/09/2022)
62	79, 80, 81, 82, 83	Admin	\$2,149.55	\$2,149.55	\$4,299.10
		Sinking	\$381.30	\$381.30	\$762.60
		Owner Total	\$2,530.85	\$2,530.85	\$5,061.70
63	84, 196	Admin	\$2,184.20	\$2,184.20	\$4,368.40
		Sinking	\$387.45	\$387.45	\$774.90
		Owner Total	\$2,571.65	\$2,571.65	\$5,143.30
57	85, 86, 87, 88, 89, 90	Admin	\$1,976.20	\$1,976.20	\$3,952.40
		Sinking	\$350.55	\$350.55	\$701.10
		Owner Total	\$2,326.75	\$2,326.75	\$4,653.50
38	164, 168	Admin	\$1,317.45	\$1,317.45	\$2,634.90
		Sinking	\$233.70	\$233.70	\$467.40
		Owner Total	\$1,551.15	\$1,551.15	\$3,102.30
56	170	Admin	\$1,941.50	\$1,941.50	\$3,883.00
		Sinking	\$344.40	\$344.40	\$688.80
		Owner Total	\$2,285.90	\$2,285.90	\$4,571.80
64	171, 172, 173, 174, 175, 176	Admin	\$2,218.90	\$2,218.90	\$4,437.80
		Sinking	\$393.60	\$393.60	\$787.20
		Owner Total	\$2,612.50	\$2,612.50	\$5,225.00

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

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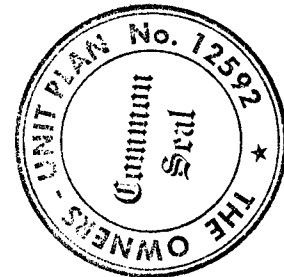
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Owner Summary (09/09/2021-08/09/2022) - Contribution Schedule

UOE	Lot(s)		1st Instalment 28/10/2021	2nd Instalment 28/04/2022	TOTAL (09/09/2021-08/09/2022)
59	177, 178, 179, 180, 181, 182	Admin	\$2,045.55	\$2,045.55	\$4,091.10
		Sinking	\$362.85	\$362.85	\$725.70
		Owner Total	\$2,408.40	\$2,408.40	\$4,816.80
39	183	Admin	\$1,352.15	\$1,352.15	\$2,704.30
		Sinking	\$239.85	\$239.85	\$479.70
		Owner Total	\$1,592.00	\$1,592.00	\$3,184.00
52	184	Admin	\$1,802.85	\$1,802.85	\$3,605.70
		Sinking	\$319.80	\$319.80	\$639.60
		Owner Total	\$2,122.65	\$2,122.65	\$4,245.30
131	185, 186	Admin	\$4,541.75	\$4,541.75	\$9,083.50
		Sinking	\$805.65	\$805.65	\$1,611.30
		Owner Total	\$5,347.40	\$5,347.40	\$10,694.80
76	187, 193	Admin	\$2,634.90	\$2,634.90	\$5,269.80
		Sinking	\$467.40	\$467.40	\$934.80
		Owner Total	\$3,102.30	\$3,102.30	\$6,204.60
75	188	Admin	\$2,600.25	\$2,600.25	\$5,200.50
		Sinking	\$461.25	\$461.25	\$922.50
		Owner Total	\$3,061.50	\$3,061.50	\$6,123.00

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

A&A, 35-45 Furzer Street PHILLIP

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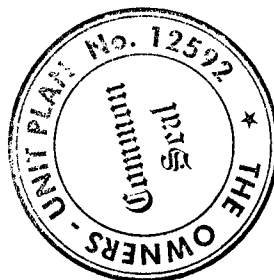
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Owner Summary (09/09/2021-08/09/2022) - Contribution Schedule

UOE	Lot(s)		1st Instalment 28/10/2021	2nd Instalment 28/04/2022	TOTAL (09/09/2021-08/09/2022)
95	189	Admin	\$3,293.65	\$3,293.65	\$6,587.30
		Sinking	\$584.25	\$584.25	\$1,168.50
		Owner Total	\$3,877.90	\$3,877.90	\$7,755.80
85	190	Admin	\$2,946.95	\$2,946.95	\$5,893.90
		Sinking	\$522.75	\$522.75	\$1,045.50
		Owner Total	\$3,469.70	\$3,469.70	\$6,939.40
97	191	Admin	\$3,363.00	\$3,363.00	\$6,726.00
		Sinking	\$596.55	\$596.55	\$1,193.10
		Owner Total	\$3,959.55	\$3,959.55	\$7,919.10
65	194	Admin	\$2,253.55	\$2,253.55	\$4,507.10
		Sinking	\$399.75	\$399.75	\$799.50
		Owner Total	\$2,653.30	\$2,653.30	\$5,306.60
88	201	Admin	\$3,050.95	\$3,050.95	\$6,101.90
		Sinking	\$541.20	\$541.20	\$1,082.40
		Owner Total	\$3,592.15	\$3,592.15	\$7,184.30
87	202, 203	Admin	\$3,016.30	\$3,016.30	\$6,032.60
		Sinking	\$535.05	\$535.05	\$1,070.10
		Owner Total	\$3,551.35	\$3,551.35	\$7,102.70

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

A&A, 35-45 Furzer Street PHILLIP

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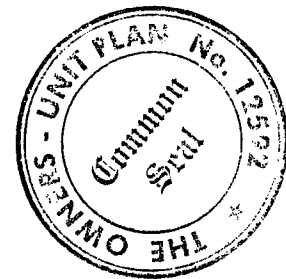
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Owner Summary (09/09/2021-08/09/2022) - Contribution Schedule

UOE	Lot(s)		1st Instalment 28/10/2021	2nd Instalment 28/04/2022	TOTAL (09/09/2021-08/09/2022)
240	204	Admin	\$8,320.80	\$8,320.80	\$16,641.60
		Sinking	\$1,476.00	\$1,476.00	\$2,952.00
		Owner Total	\$9,796.80	\$9,796.80	\$19,593.60
344	205	Admin	\$11,926.45	\$11,926.45	\$23,852.90
		Sinking	\$2,115.60	\$2,115.60	\$4,231.20
		Owner Total	\$14,042.05	\$14,042.05	\$28,084.10

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

A&A, 35-45 Furzer Street PHILLIP

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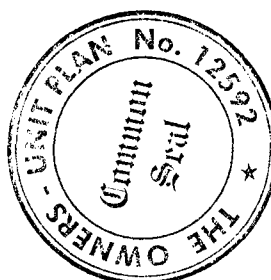
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Contribution Summary (09/09/2021-08/09/2022)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 5, 24, 25, 26, 94, 95, 96, 105, 106, 107	Contribution Schedule	43	\$2,981.60	\$528.90	\$0.00
	Owner Total		\$2,981.60	\$528.90	\$3,510.50
2, 3, 4, 13, 14, 15, 198, 199	Contribution Schedule	42	\$2,912.30	\$516.60	\$0.00
	Owner Total		\$2,912.30	\$516.60	\$3,428.90
6, 10, 18, 19, 20, 98, 99, 100, 101, 102	Contribution Schedule	32	\$2,218.90	\$393.60	\$0.00
	Owner Total		\$2,218.90	\$393.60	\$2,612.50
7, 8, 9, 197, 200	Contribution Schedule	31	\$2,149.50	\$381.30	\$0.00
	Owner Total		\$2,149.50	\$381.30	\$2,530.80
11, 16, 22, 27, 35, 36, 37, 93, 97, 116	Contribution Schedule	44	\$3,051.00	\$541.20	\$0.00
	Owner Total		\$3,051.00	\$541.20	\$3,592.20
12, 38, 46, 103, 108, 127, 128	Contribution Schedule	45	\$3,120.30	\$553.50	\$0.00
	Owner Total		\$3,120.30	\$553.50	\$3,673.80
17, 21, 110, 111, 112	Contribution Schedule	33	\$2,288.20	\$405.90	\$0.00
	Owner Total		\$2,288.20	\$405.90	\$2,694.10
23, 33, 47, 48, 104, 117, 118, 119, 126, 129, 138, 139, 140	Contribution Schedule	46	\$3,189.60	\$565.80	\$0.00
	Owner Total		\$3,189.60	\$565.80	\$3,755.40
28, 29, 30, 31, 32, 40, 41, 42, 109, 113, 120, 121, 122, 123, 124	Contribution Schedule	34	\$2,357.60	\$418.20	\$0.00
	Owner Total		\$2,357.60	\$418.20	\$2,775.80
34, 44, 57, 58, 59, 114, 115, 125, 137, 149, 150	Contribution Schedule	47	\$3,259.00	\$578.10	\$0.00
	Owner Total		\$3,259.00	\$578.10	\$3,837.10
39, 43, 50, 51, 52, 53, 54, 131, 132, 133, 134, 135, 143, 144, 145, 195	Contribution Schedule	35	\$2,426.90	\$430.50	\$0.00
	Owner Total		\$2,426.90	\$430.50	\$2,857.40
45, 49, 55, 68, 69, 70, 136, 160, 161, 162	Contribution Schedule	48	\$3,328.30	\$590.40	\$0.00
	Owner Total		\$3,328.30	\$590.40	\$3,918.70

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Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592
A&A, 35-45 Furzer Street PHILLIP

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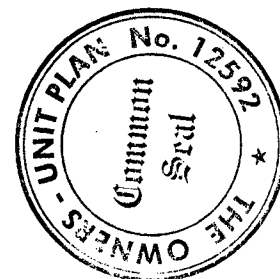
Page 14

Contribution Summary (09/09/2021-08/09/2022)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
56, 60, 66, 130, 151, 152	Contribution Schedule	49	\$3,397.70	\$602.70	\$0.00
	Owner Total		\$3,397.70	\$602.70	\$4,000.40
61, 62, 63, 64, 65, 142, 146, 154, 155, 156	Contribution Schedule	36	\$2,496.20	\$442.80	\$0.00
	Owner Total		\$2,496.20	\$442.80	\$2,939.00
67, 71, 77, 141, 147, 148, 158, 163, 192	Contribution Schedule	50	\$3,467.00	\$615.00	\$0.00
	Owner Total		\$3,467.00	\$615.00	\$4,082.00
72, 73, 74, 75, 76, 91, 153, 157, 165, 166, 167	Contribution Schedule	37	\$2,565.60	\$455.10	\$0.00
	Owner Total		\$2,565.60	\$455.10	\$3,020.70
78, 92, 159, 169	Contribution Schedule	51	\$3,536.30	\$627.30	\$0.00
	Owner Total		\$3,536.30	\$627.30	\$4,163.60
79, 80, 81, 82, 83	Contribution Schedule	62	\$4,299.10	\$762.60	\$0.00
	Owner Total		\$4,299.10	\$762.60	\$5,061.70
84, 196	Contribution Schedule	63	\$4,368.40	\$774.90	\$0.00
	Owner Total		\$4,368.40	\$774.90	\$5,143.30
85, 86, 87, 88, 89, 90	Contribution Schedule	57	\$3,952.40	\$701.10	\$0.00
	Owner Total		\$3,952.40	\$701.10	\$4,653.50
164, 168	Contribution Schedule	38	\$2,634.90	\$467.40	\$0.00
	Owner Total		\$2,634.90	\$467.40	\$3,102.30
170	Contribution Schedule	56	\$3,883.00	\$688.80	\$0.00
	Owner Total		\$3,883.00	\$688.80	\$4,571.80
171, 172, 173, 174, 175, 176	Contribution Schedule	64	\$4,437.80	\$787.20	\$0.00
	Owner Total		\$4,437.80	\$787.20	\$5,225.00
177, 178, 179, 180, 181, 182	Contribution Schedule	59	\$4,091.10	\$725.70	\$0.00
	Owner Total		\$4,091.10	\$725.70	\$4,816.80

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**Vantage Strata Pty Ltd
Proposed Budget for Unit Title 12592**

A&A, 35-45 Furzer Street PHILLIP

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Contribution Summary (09/09/2021-08/09/2022)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
183	Contribution Schedule	39	\$2,704.30	\$479.70	\$0.00
	Owner Total		\$2,704.30	\$479.70	\$3,184.00
184	Contribution Schedule	52	\$3,605.70	\$639.60	\$0.00
	Owner Total		\$3,605.70	\$639.60	\$4,245.30
185, 186	Contribution Schedule	131	\$9,083.50	\$1,611.30	\$0.00
	Owner Total		\$9,083.50	\$1,611.30	\$10,694.80
187, 193	Contribution Schedule	76	\$5,269.80	\$934.80	\$0.00
	Owner Total		\$5,269.80	\$934.80	\$6,204.60
188	Contribution Schedule	75	\$5,200.50	\$922.50	\$0.00
	Owner Total		\$5,200.50	\$922.50	\$6,123.00
189	Contribution Schedule	95	\$6,587.30	\$1,168.50	\$0.00
	Owner Total		\$6,587.30	\$1,168.50	\$7,755.80
190	Contribution Schedule	85	\$5,893.90	\$1,045.50	\$0.00
	Owner Total		\$5,893.90	\$1,045.50	\$6,939.40
191	Contribution Schedule	97	\$6,726.00	\$1,193.10	\$0.00
	Owner Total		\$6,726.00	\$1,193.10	\$7,919.10
194	Contribution Schedule	65	\$4,507.10	\$799.50	\$0.00
	Owner Total		\$4,507.10	\$799.50	\$5,306.60
201	Contribution Schedule	88	\$6,101.90	\$1,082.40	\$0.00
	Owner Total		\$6,101.90	\$1,082.40	\$7,184.30
202, 203	Contribution Schedule	87	\$6,032.60	\$1,070.10	\$0.00
	Owner Total		\$6,032.60	\$1,070.10	\$7,102.70
204	Contribution Schedule	240	\$16,641.60	\$2,952.00	\$0.00
	Owner Total		\$16,641.60	\$2,952.00	\$19,593.60

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**Vantage Strata Pty Ltd
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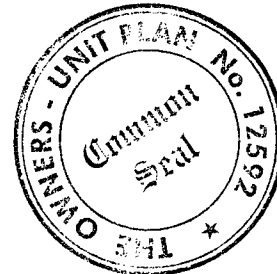
Contribution Summary (09/09/2021-08/09/2022)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
205	Contribution Schedule	344	\$23,852.90	\$4,231.20	\$0.00
	Owner Total		\$23,852.90	\$4,231.20	\$28,084.10
	Overall Total		\$693,400.70	\$123,000.00	\$816,400.70

Schedule	UOE
Contribution Schedule	10000

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Units Plan 12592, 'A&A', No. 35-45 Furzer Street, Phillip, ACT 2606

Owners Corporation Rules

1. Definitions and interpretation

1.1 Definitions

In these rules:

- (a) **Act** means the Unit Titles (Management) Act 2011 (ACT).
- (b) **Building** means the building constructed on Block 91-92 Section 8 and includes all car parking, storage and Common Property.
- (c) **Building Manager** means the person appointed from time to time to manage the Building.
- (d) **Common Property** has the meaning given to it in section 13 of the *Unit Titles Act 2001* (ACT).
- (e) **Executive Committee** means the executive committee of the Owners Corporation established under the Act.
- (f) **Executive Committee Representative** means a person authorised in writing by the executive committee under rule 27(d).
- (g) **Letting** means the rental or lease of a Unit for a period of more than 8 weeks.
- (h) **Manager of the Owners Corporation** means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (i) **Occupier** of a Unit includes the Unit Owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the Unit owner. The Occupier of a Unit is bound by each rule as if they are the owner of the Unit.
- (j) **Owners Corporation** means the Owners Corporation established for the units plan for the Building.
- (k) **Policy** means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 31.
- (l) **Rules** means the Owners Corporation rules as set out in this document.
- (m) **Shared Amenities** means the Pool, the Barbeque facilities and garden area between the Pool and Barbeque facilities
- (n) **Short Term Letting** means the rental or lease of a Unit for a period of 8 weeks or less.
- (o) **Territory** means the Australian Capital Territory.
- (p) **Unit** includes a unit subsidiary.
- (q) **Unit Owner** means the registered proprietor of the lease of the Unit and includes a part owner.
- (r) **Vehicle** means any vehicle used for the transport or movement of people or goods.



1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.
- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.
- (c) The word "includes" in any form is not a word of limitation.

2. Payment of rates and taxes by Unit owners

A Unit Owner must pay all rates, taxes and any other amounts payable for the Unit.

3. Repairs and Maintenance

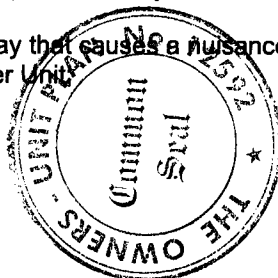
- (a) A Unit Owner must ensure that the Unit is in a state of good repair.
- (b) A Unit Owner must carry out any work in relation to the Unit, and do anything else in relation to the Unit, that is required by a Territory law.

4. Exterior Maintenance & Cleaning

- (a) An Occupier must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a Unit are maintained in a clean, neat and tidy condition.
- (b) An Occupier must ensure that the exterior surfaces of glass in windows and doors on the boundary of the Unit, including so much as is Common Property, are kept clean unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the Occupier safely or at all.
- (c) It is the responsibility of the Occupier to ensure that any cleaning process does not allow water to:
 - (i) run or drip onto the balcony of, or penetrate into, an adjacent or below Unit; and
 - (ii) to penetrate the Common Property or another Unit (or otherwise damage the Common Property or the property of other Occupiers).
- (d) Any costs of the Owners Corporation in rectifying any damage caused by an Occupier pursuant to this clause is a debt payable by the Unit Owner to the Owners Corporation on demand.

5. Use of Unit

- (a) An Occupier must not use a Unit, or permit a Unit to be used:
 - (i) In contravention of a law in force in the Territory;
 - (ii) So as to cause a hazard to an Occupier of another Unit and the Occupier must not keep or store any hazardous, dangerous or flammable material in the Unit;
 - (iii) In a way that causes a nuisance of significant annoyance to an Occupier of another Unit.



- (b) An Occupier must not make, or permit to be made such a noise:
 - (i) Within a Unit
 - (ii) On the Common PropertyWhich causes a nuisance of significant annoyance to an Occupier of another Unit.
- (c) A dispute between Occupiers as to whether an Occupier is in breach of this clause may be referred by either party to the Executive Committee for final and binding determination.
- (d) This rule does not apply if the Executive Committee has given the Occupier written permission for that use, or to make that noise, noting that:
 - (i) Permission may be given subject to conditions; and
 - (ii) Permission may be withheld, or withdrawn at any time.

6. Letting and Short term letting

- (a) A Unit Owner must advise the Executive Committee if the Unit is to be used for Short-Term Letting.
- (b) The Unit Owner remains responsible and liable for the acts and omissions of Occupiers under a Letting or Short-Term Letting and must ensure that the Occupiers comply with these Rules.

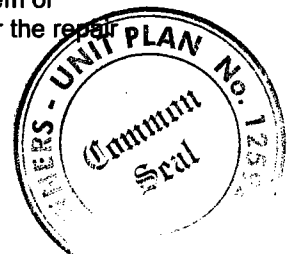
7. Units

7.1 Floor coverings

- (a) An Occupier must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of any noise likely to disturb an Occupier of another Unit.
- (b) Subject to paragraph (c), timber, tiled or polished concrete floor finishes in a Unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.
- (c) An Occupier must not alter or substitute the floor covering of a Unit with any material which may emit noise causing a nuisance or disturb the Occupier of another Unit, unless the Executive Committee has provided permission in writing, noting that:
 - (i) permission may be given subject to conditions; and
 - (ii) permission may be withheld, or withdrawn at any time.

7.2 Air Conditioning

- (a) Unit Owners acknowledge that the air conditioning system in the Unit is the property of the Unit Owner.
- (b) Notwithstanding the fact that part of the air conditioning Unit (or associated system or plant) may be located on the Common Property, Unit Owners are responsible for the repair and maintenance of the air conditioning system that services their Unit.



- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning Unit (or associated system or plant).
- (d) All Unit Owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other Occupiers.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 11.

7.3 Balconies

- (a) An Occupier must not:
 - (i) store possessions not usually situated on a balcony on the balcony;
 - (ii) erect a screen, awning, pergola or other item on the balcony,
 - (iii) install any items or structures not usually situated on a balcony on the balcony;
or
 - (iv) hang or display laundry, rugs, carpets or other items of clothing, flags, banners and the like on the balcony surround/railings;

so they are visible from outside the Building, or from other units.
- (b) An Occupier may erect a clothesline, clotheshorse or rack on a balcony when it is below the height of the balcony surround or railing and not visible from the outside the Building.
- (c) This rule does not apply to Occupier's use of a balcony if the Executive Committee has given the owner of the Unit written permission for that use, noting that:
 - (i) permission may be given subject to conditions; and
 - (ii) permission may be withheld, or withdrawn at any time.

7.4 Planter Boxes & Plants

- (a) An Occupier is permitted to keep planter boxes and pot plants in the Unit and/or on the balcony.
- (b) It is the responsibility of the Occupier to ensure that planter boxes and pot plants do not leak water or allow water to penetrate to the Common Property or to another Unit.
- (c) Any costs of the Owners Corporation in rectifying any damage caused to the Common Property or to another Unit is a debt payable on demand by the Unit Owner of the at fault Unit to the Owners Corporation

7.5 Window treatments

- (a) An Occupier must ensure that window treatments used in their Units (such as blinds, curtains, drapes etc.) are only coloured white, cream or black when viewed from outside the Unit, unless otherwise approved by the Executive Committee.

7.6 Cat netting

- (a) Notwithstanding clause 7.3 above, an Occupier may install cat netting on their balcony, provided it meets the following requirements: black, 19mm, low visibility



- (b) Cat netting must not be affixed permanently to the balcony and / or Common Property.

8. Signage and Advertising

- (a) Unit Owners must not display any signs, sandwich boards or other advertising material in any visible external windows to their Unit or on the Common Property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, noting that:
- (i) permission may be given subject to conditions; and
 - (ii) permission may be withheld, or withdrawn at any time.
- (b) Subject to rule 8(a), signs - including real estate "for sale" and "to let/lease" signs - are not permitted to be erected on the Common Property at any time.

9. Antennas

Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:

- (a) the antennas are servicing the whole Building; and
- (b) the Executive Committee has given permission for the antenna to be erected, noting that:
 - (i) Permission may be given subject to stated conditions; and
 - (ii) Permission may be withheld, or withdrawn at any time.

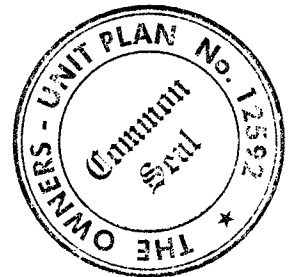
10. Overloading of balconies & floors

- (a) An Occupier must not overload any floors or balconies, and must observe the maximum floor loading and any maximum load limits in the Common Property and their Unit.
- (b) The maximum permitted floor loading and maximum load limits in the Common Property and the Units is 300 kilograms per square metre.

11. Erections and Alterations

11.1 General

- (a) An Occupier must not, except in accordance with:
- (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,
- erect or alter any structure in or on a Unit or Common Property.
- (b) For the purposes of rule 11:



- (i) erecting or altering a structure includes adding structures onto a Unit or Common Property, altering of a Unit or Common Property and fixing things to a Unit or Common Property¹; and
 - (ii) erecting or altering a structure does not include cosmetic changes to a Unit or Common Property that do not attach to, alter or otherwise impact the Building.
- (c) An Occupier must apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) The Executive Committee may give permission for the erecting or altering of a structure, noting that:
- (i) Permission may be given subject to stated conditions; or
 - (ii) Permission may be withheld.

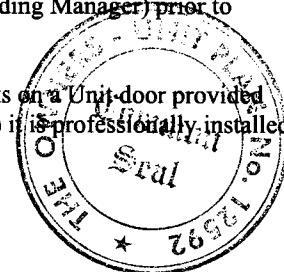
11.2 Fire Safety Requirements

- (a) Due to fire safety requirements in the Building, an Occupier must not:
- (i) install fly screens or security screens on a Unit balcony or Unit entry doors, without the prior written permission given by the Executive Committee on behalf of the Owners Corporation²;
 - (ii) not make any alteration or modification to their Unit door or balcony doors or windows (including the installation of deadlocks), without the prior written permission given by the Executive Committee on behalf of the Owners Corporation and such permission will only be granted on the basis that the integrity of the fire rated nature of the doors will not be compromised by the proposed works.³
- (b) If requested by the Manager of the Owners Corporation or Executive Committee, an Occupier must, at their own cost, obtain and provide the Owners Corporation with a fire consultant's report in relation to the effect that:
- (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a Unit,
 - (iii) will have on the Building's fire safety systems.
- (c) An Occupier must not place any item on top of a storage cage Unit that could impede the fire sprinkler system.

¹ For the avoidance of doubt, this clause 4.1(b) includes the installation of electrical and / or plumbing outlets on a balcony.

² Further information regarding approved fly and security screens may be obtained from the Building Manager. Note that Unit Owners must complete the Alteration Form (available from the Building Manager) prior to installation of the fly screen so that a record may be kept.

³ Note that the Executive Committee will approve the installation of electronic locks on a Unit door provided that (a) advance notice is given to the EC (b) the electronic lock is fire rated and (c) it is professionally installed. The EC recommends the building locksmith, Canberra Locksmiths.



- (d) An Occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

12. Animals

12.1 Assistance Animals

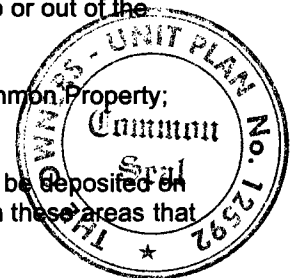
- (a) This rule 12 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000* (ACT).
- (b) For the avoidance of doubt any damage to Common Property caused by an Occupier's assistance animal is the responsibility of that Occupier. The costs of the Owners Corporation in rectifying any damage caused to the Common Property by an assistance animal will be a debt payable on demand by the relevant Occupier.

12.2 No animals unless permitted

- (a) An animal may only be kept in a Unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
- (i) An Occupier must make a written application to the Executive Committee prior to keeping the animal in the Unit; and
 - (ii) permission may be given subject to conditions.
- (b) When determining whether to give permission to keep an animal, the Executive Committee must not unreasonably withhold permission. The Executive Committee must consider:
- (i) the likelihood that the animal will cause nuisance to other Unit owners;
 - (ii) the likelihood that the animal will cause damage to the Common Property; and
 - (iii) the type and size (at the time of the request and at maturity) of the animal.
- (c) Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 12.3, or the animal becomes a nuisance or annoyance to other Unit owners, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The Unit Owner must remove the animal within 30 days of permission being withdrawn.

12.3 Animals and Common Property

- (a) Except as permitted by rule 20(c), a Unit Owner must:
- (i) ensure animals cannot be heard by other Occupiers outside the Unit (particularly at night);
 - (ii) keep all animals within the Unit, except when it is being taken into or out of the Unit;
 - (iii) the animal to be caged or on a leash when it is being taken into or out of the Unit or traversing Common Property;
 - (iv) ensure that the animal does not urinate or defecate on the Common Property; and
 - (v) immediately pick up and dispose of any animal waste that may be deposited on Common Property and take any further action required to clean these areas that have been soiled by the animal.



- (b) The Executive Committee may require the Unit Owner to lodge a bond with the Owners Corporation in relation to keeping the animal, which will be refunded less any deductions, on removal of the animal from the Unit.
-

13. Vehicles

13.1 Parking of vehicles

- (a) An Occupier must only park or stand Vehicles in the Vehicle space allocated to their Unit.
- (b) An Occupier must not park, stand or intrude any Vehicle in the Vehicle space allocated to another Units.
- (c) An Occupier must not park or stand any Vehicle on Common Property or permit any invitees of the Occupier to park or stand any Vehicle on Common Property, except with the prior written approval of the Executive Committee noting that:
- (i) permission may be given subject to conditions; and
 - (ii) permission may be withheld, or withdrawn at any time.
- (d) Subject to compliance with the provisions of clause 11.1, An Occupier may install an over bonnet storage cabinet in the Vehicle space allocated to their Unit.

13.2 Use of vehicle spaces

An Occupier must not use a Vehicle space in such a way that causes nuisance to other Unit Owners.

13.3 Leasing of Car Spaces

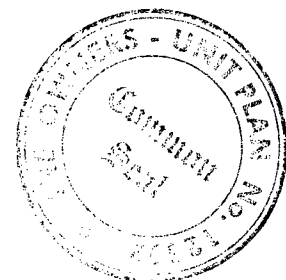
- (a) An Occupier may lease to another Occupier their car space Unit subsidiary.
- (b) For the avoidance of doubt an Occupier may not lease their car space to a person who is not an Occupier.
-

14. Storage Areas

14.1 General

An Occupier:

- (a) must not, except with the prior written approval of the Executive Committee (which may be given or not and on such conditions as it considers appropriate in its absolute discretion), use or store in the storage area of the Unit any flammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material (except chemicals liquids, gases or other material used or intended to be used for domestic purposes in the unit).
- (b) is responsible for the repair of any damage caused to the storage area of the Unit and / or storage area of other Units and Common Property as the result of the Occupier's use of the storage area: and
- (c) must ensure such area is kept clean and free of all rubbish and vermin.



14.2 Security

The storage areas are not considered secure. Occupiers acknowledge that storage of items in the storage areas is at their own risk.⁴

15. Common Property

- (a) An Occupier must not use the Common Property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the Common Property by an Occupier of another Unit.
- (b) Specifically, an Occupier must not:
 - (i) store any items on the Common Property;
 - (ii) obstruct the Common Property;
 - (iii) dispose of any refuse or rubbish on the Common Property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) If an Occupier soils or dirties any part of the Common Property, the Occupier must clean that part of the Common Property at their own cost and expense.
- (d) An Occupier must not wilfully or negligently damage any part of the Common Property.
- (e) The costs of the Owners Corporation in rectifying any such damage under rule 15(d) is a debt payable on demand by the relevant Unit Owner to the Owners Corporation.
- (f) The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from Common Property, the car park areas, or from individual Units or storage cages⁵.

16. Smoking

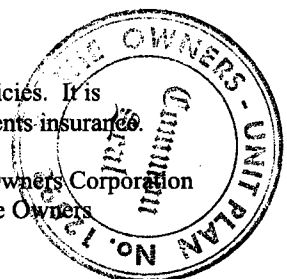
- (a) Smoking is not permitted anywhere on the Common Property.
- (b) Smoke from smoking in a Unit should be contained within the Unit and should not permeate into the Common Property or externally to the Unit, where it can cause a nuisance to other Occupiers

17. Rubbish Disposal

- (a) An Occupier must:
 - (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the Common Property;

⁴ Items stored in the storage areas are not covered by the Owners Corporation insurance policies. It is recommended that Occupiers include items stored in the storage areas under their own contents insurance.

⁵ Note Basement car park areas and the storage cage areas are designated 'wet areas'. The Owners Corporation does not accept responsibility for damage to property in these areas as a result of water. The Owners Corporation recommends that Occupiers maintain their own contents insurance.



- (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the Common Property;
 - (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto Common Property is removed and that the area is cleaned ; and
 - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles on the Common Property or to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.
- (b) Occupiers must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
 - (c) Nothing in this rule 17 requires an Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
 - (d) Despite this rule 17, an Occupier must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the Common Property. Each Occupier must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
 - (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by an Occupier contrary to this rule 17 is a debt payable on demand to the Owners Corporation by the Unit Owner of the at fault Unit.

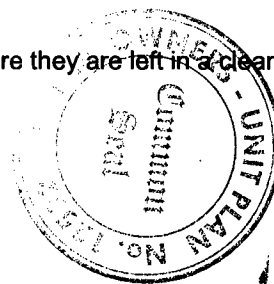
18. Barbeque Facilities

18.1 Common Property

- (a) The barbeque facilities are Common Property and for the benefit of all Occupiers.
- (b) Occupiers must report any damage or faults with the barbeque facilities to the Building Manager or Strata Manager of the Owners Corporation.

18.2 Use

- (a) Use of the barbeque facilities is subject to the Rules.
- (b) Barbeque facilities are only to be used from 7am to 10pm daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Occupiers must ensure they comply with all applicable Territory laws when using the barbeque facilities.
- (d) Occupiers using the barbeque facilities must ensure they are left in a clean and tidy condition after use.



- (e) Occupiers use the barbeque facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the barbeque facilities.
- (f) The costs of the Owners Corporation incurred as a result of an Occupier failing to comply with this Rule 33.2 is a debt payable on demand to the Owners Corporation by the Unit Owner of the at fault Unit.

19. Pool

19.1 Common Property

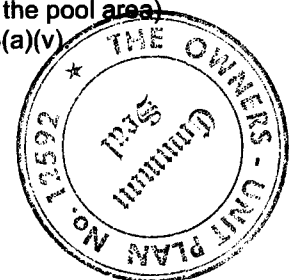
- (a) The pool facilities are Common Property and for the benefit of all Unit owners.
- (b) Occupiers must report any damage or faults with the pool facilities to the Manager of the Owners Corporation.

19.2 Use

- (a) Use of the pool facilities is subject to the Rules.
- (b) Pool facilities are only to be used from 7am to 10pm daily, or as otherwise notified by the Executive Committee on behalf of the Owners Corporation.
- (c) Occupiers must ensure they comply with all applicable Territory laws when using the pool facilities.
- (d) Occupiers using the pool facilities must ensure they are left in a clean and tidy condition after use.
- (e) Occupiers use the pool facilities at their own risk, and indemnify the Owners Corporation from loss and injury sustained while using the pool facilities.
- (f) Occupiers must not permit animals in the pool area at any time, unless the animal is a guide dog, hearing dog, or other animal trained to assist to alleviate the effect of a disability, and an owner, Occupier or their visitor needs the dog or other animal because of a visual, a hearing or other disability.
- (g) Glass and glassware is not permitted in the pool area.
- (h) The costs of the Owners Corporation incurred as a result of an Occupier failing to comply with this rule 19.2 is a debt payable on demand to the Owners Corporation by the Unit Owner of the at fault Unit.

20. Shared Amenities

- (a) The Shared Amenities are Common Property for the benefit and enjoyment of all Occupiers.
- (b) No part of the Shared Amenities may be booked, or otherwise reserved or cordoned off for the exclusive use of an Occupier.
- (c) Animals are permitted in the Shared Amenities (with the exception of the pool area) provided owner of the animal complies with rules 12.3(a)(iv) and 12.3(a)(v).



21. Commercial Units

21.1 Use of unit—Commercial or Business

- (a) Occupiers who undertake a business in a Unit must notify the Executive Committee and the Manager of the Owners Corporation.
- (b) The type of business to be undertaken is to be authorised by the relative clause/s outlined in the Crown Lease / Form 4 and Form 5.

21.2 Grease Trap

All costs relating to the grease trap, including maintaining, repairing, emptying, altering or improving it must be met by the commercial owners or their tenants who use it and such cost will be divided on a proportional basis determined in accordance with the Unit Owner's entitlements as between each of the Unit Owners, or their tenants, who use the grease trap.

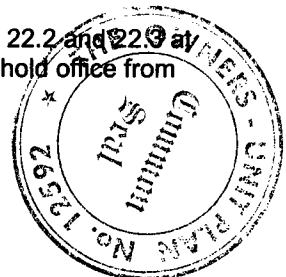
21.3 Compliance with Policies

- (a) All Occupiers of commercial Units must comply with any Policies approved by the Owners Corporation pursuant to rule 31.
- (b) The Owners Corporation may approve Policies including but not limited to the following issues:
 - (i) erections and alterations in commercial Units;
 - (ii) commercial signage;
 - (iii) commercial waste removal;
 - (iv) commercial cleaning;
 - (v) grease traps;
 - (vi) exhaust systems;
 - (vii) noise from commercial units;
 - (viii) commercial deliveries; and
 - (ix) use of Common Property by patrons or visitor of commercial units.

22. Election of Executive Committee

22.1 Membership

- (a) The Executive Committee will generally consist of between 3 and 5 Unit Owners (**members**).
- (b) Members of the Executive Committee will be elected pursuant to rules 22.2 and 22.3 at each Annual General Meeting (**AGM**) of the Owners Corporation, and hold office from directly after the AGM until:
 - (i) the next AGM of the Owners Corporation;



- (ii) they cease to be a Unit Owner; or
- (iii) they are removed by ordinary resolution and replaced by another Unit Owner (with effect until the next AGM).

22.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee must notify Unit owners:
 - (i) that nominations to be members of the Executive Committee are open;
 - (ii) how Unit Owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (the **nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 22.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the Unit Owner's eligibility to be a member, and an optional statement of up to 100 words.

22.3 Election

- (a) **Should less than 3 nominations be received:**
 - (i) When providing Unit Owners with notice of the next AGM the current Executive Committee must notify Unit Owners that an insufficient amount of nominations were received and the nomination period is extended until the AGM;
 - (ii) At the AGM:
 - A. The current Executive Committee must call for nominations from Unit Owners (to be added to nominations already received, if any);
 - B. If between 3 and 5 nominations are received, Unit Owners must elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 5 nominations are received, Unit Owners must vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined in Rule 22.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;
 - D. If less than 3 nominations are received at the AGM, members of the current Executive Committee are deemed to be nominated, and Unit Owners must elect the new Executive Committee by ordinary resolution.
- (b) **Between 3 and 5 nominees received:**
 - (i) At the AGM Unit Owners must elect these nominees to the new Executive Committee by ordinary resolution.
- (c) **More than 5 nominations received:**
 - (i) When providing Unit Owners with notice of the AGM, the current Executive Committee must provide Unit Owners with:
 - A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and



- B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:
- 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 25, and further voting at the AGM in person; and
 - 2) with a ballot that allows for Unit Owners to indicate their preference for five nominees.
- (ii) At the AGM, the current Executive Committee must count the votes of the Unit Owners (obtained through all methods of voting). The five nominees with the largest number of votes will be elected members of the new Executive Committee.
- A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, Unit Owners must vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee; and
- B. If less than 3 nominees receive votes, a further round of voting must be held at the AGM. Nominees who have received votes must be removed from the vote, and Unit Owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (iii) Unit Owners must elect successful nominees to the new Executive Committee by ordinary resolution.
- (d) All Unit Owners must be notified of the Unit Owners elected to be the new Executive Committee in the minutes of the AGM.

23. Electronic Notices

- (a) An Occupier must:
- (i) provide the Owners Corporation with an email address to contact the Occupier; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a Occupier (as updated from time to time), the Occupier agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (c) A notice sent by email will be deemed to be received by the Occupier at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.



24. Electronic Meetings

24.1 Attendance

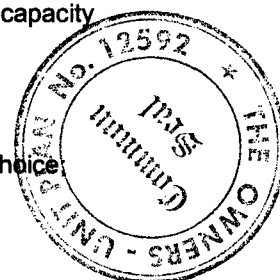
- (a) A Unit Owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("**electronic attendance**"), provided the Unit Owner is able to:
- (i) communicate with other participants in the meeting; and
 - (ii) participate in the meeting and engage with the other participant's at the meeting.
- (b) Where a Unit Owner has participated in a meeting through electronic attendance they are deemed to be present at the meeting for the purposes of calculating quorum for the meeting.
- (c) There is no limit to the number of Unit Owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that Unit Owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

24.2 Participation

- (a) Where a Unit Owner participates in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee through electronic attendance the Unit Owner may participate in all aspects, including:
- (i) participating in debate at the meeting; and
 - (ii) voting on resolutions at the meeting.

25. Pre-Meeting Electronic Voting

- (a) Decision making at general meetings of the Owners Corporation and/or meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:
- (i) voting by means of email submission of ballot papers;
 - (ii) voting by means of accessing a website and submitting an online ballot paper;
 - (iii) voting by means of utilising an electronic application and submitting a ballot paper; and
 - (iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) When providing notice of the meeting, the Owners Corporation or Executive Committee must notify all Unit Owners that pre-meeting electronic voting is taking place and provide:
- (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) Unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - (ii) the resolution to be voted on (including any explanatory material);
 - (iii) instructions for completing the ballot paper and indicating the voter's choice;



- (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

26. Seal of Owners Corporation

26.1 Sealing of documents

For the attaching of the seal of the Owners Corporation to a document to be effective:

- (a) the seal must be attached by decision of the Executive Committee; and
- (b) the seal must be attached in the presence of 2 members of the Executive Committee; and
- (c) the members of the Executive Committee witnessing the attaching of the seal must sign the document as witnesses.

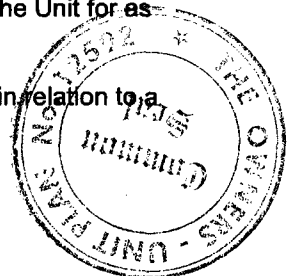
26.2 Manager may affix seal

The common seal may be attached to:

- (a) certificates under section 119 of the Act and
- (b) reduced quorum notices,
- (c) by the Manager of the Owners Corporation without following the procedure in rule 26.1.

27. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a Unit at all reasonable times:
 - (i) if the Executive Committee has reasonable grounds for suspecting that there is, or has been, a contravention of:
 - A. any applicable law or regulation, including the Act; or
 - B. the Rules
 - C. inspect the Unit to investigate the suspected contravention.
 - (ii) access a Unit to carry out any maintenance on Common Property required under the Act or the Rules;
 - (iii) attend to anything else the Owners Corporation is required to do under the Act or the Rules.
- (b) An Executive Committee Representative may enter a Unit and remain in the Unit for as long as is necessary to carry out the actions mentioned in rule 27(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a Unit mentioned in rule 27(a) unless:



- (i) the Executive Committee or the Executive Committee Representative has obtained consent from the Unit Owner and has given the Unit Owner reasonable written notice (not less than 5 business days) of their intention to carry out the action mentioned in rule 32(a) ; or
- (ii) in the case of an emergency, an Executive Committee Representative, may access the Unit without consent if it is essential that the action be done without notice. Examples of an emergency include, but are not limited to:
 - A. water flowing from one Unit into another causing damage; and
 - B. an external glass window being dislodged and likely to fall.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.

28. Provision of amenities or services

28.1 Amenities and Services

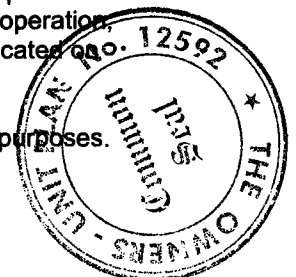
- (a) The Executive Committee may, on behalf of the Owners Corporation, enter into arrangements for the provision of the such amenities or services as they consider necessary to one or more of the Units, or Unit Owners, including but not limited to:
 - (i) window cleaning;
 - (ii) electricity, water or gas supply;
 - (iii) telecommunication services (e.g. internet or cable television);
 - (iv) security services;
 - (v) pool cleaning services
 - (vi) accounting and audit services; and
 - (vii) gardening services.
- (b) If the Executive Committee resolves to enter into an arrangement referred to in rule 28.1, it must indicate in the resolution the amount for which, or the conditions on which, the amenity or service is provided.

28.2 Access

The Owners Corporation, acting through the Executive Committee, may require access and authorise persons to enter into a Unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on Common Property and Occupiers must give access to their Unit on reasonable notice for these purposes.

29. Rights of Access

- (a) The Owners Corporation, acting through the Executive Committee, may require access to each Unit for the purposes of maintaining the Building and the installation, operation, maintenance, repair and replacement of services within the Building and located on Common Property.
- (b) Unit Owners must give access to their Unit on reasonable notice for these purposes.



30. Security

30.1 Security Keys & Tags

- (a) The Owners Corporation, acting through the Executive Committee, may restrict access to parts of the Common Property so that they are accessible only by use of a security card or key or other security device.
- (b) If a Unit Owner leases or licences the Unit, there must be included a requirement in the lease or licence that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the Unit.
- (c) An Occupier must not copy any security card or key or other security device, except as authorised by the Executive Committee
- (d) Security cards or keys or other security devices supplied by the Owners Corporation belong to the Owners Corporation and an Occupier must pay for any additional or replacement card or key or device.

30.2 Security Equipment

- (a) The Owners Corporation may install and operate in the Common Property audio visual security cameras and other audio visual surveillance or security equipment for the security of the Building.⁶
- (b) A Unit Owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the Building.

30.3 Security of Common Property

An Occupier must take reasonable care to ensure that access to Common Property is only available to other Occupiers of, including by:

- (a) ensuring that fire and security doors are locked or closed when they are not in use; and
- (b) reporting the loss of any security card or key or other security device.

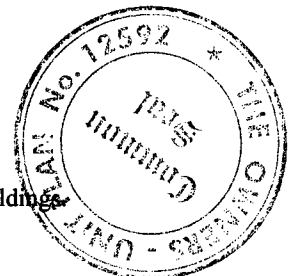
31. Policies

- (a) The Executive Committee on behalf of the Owners Corporation may from time to time develop Policies to give effect to the Act and these rules.
- (b) The Owners Corporation may approve policies by ordinary resolution.
- (c) Such policies must have the same force and effect as if they were part of these Rules.

32. Fire Control & Building Policies

- (a) An Occupier must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.

⁶ Please note that the builder installed security cameras during the development of the building.



- (b) The Unit Owner must, on reasonable notice, if applicable provide access to the Unit to permit the regular inspection and servicing of the fire safety equipment.

33. Failure to Comply with Rules

33.1 Entry After Notice

- (a) If the Executive Committee reasonably believes a Unit Owner or Occupier of a Unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a Unit Owner written notice:
- (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the Occupier with a specified timeframe.
- (b) If a contravention is not remedied by the Unit Owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a Unit as per 11 above to do any act that a Unit Owner should have done under the Act or these rules, but which a Unit Owner has not done or, in the reasonable opinion of the Executive Committee on behalf of the Owners Corporation, has not done properly.
- (c) The Owners Corporation may recover money a Occupier owes it under these rules as a debt payable on demand.
- (d) The rights of the Owners Corporation under this rule 33.1 are in addition to those that it has under the Act.

33.2 Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule 33, the Executive Committee on behalf of the Owners Corporation may charge the Unit Owner an administrative fee.
- (b) The administrative fee is the amount of \$200.

34. Recovery of legal fees

If the Executive Committee, on behalf of the Owners Corporation, or the Owners Corporation incurs legal fees as a result of the conduct of a Unit Owner (including the recovery of a debt owed to the Owners Corporation), the Unit Owner must be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the Unit owner.

35. Moves In/Out of Unit

35.1 Notice

An Occupier, or their agent, must provide the Manager of the Owners Corporation with 3 business days' notice of persons moving in or out of a Unit, so that appropriate arrangements can be made for the installation of internal coverings for lift protection and where possible parking for removalist vehicles can be arranged.

35.2 Protection Materials

- (a) The Owners Corporation will provide where possible internal coverings for the lift interiors for use by removalists and persons moving in or out of a Unit.



- (b) Occupiers must ensure that removalists and persons moving in or out of a Unit utilise protection materials when moving possessions through the Common Property.

35.3 Damage

Any damage caused to Common Property during a move in or move out of a Unit must be repaired at the cost of the Unit Owner of the at fault Unit. This must include the costs of rectification of any lift service faults caused by the incorrect use of the lifts.

36. Insurance

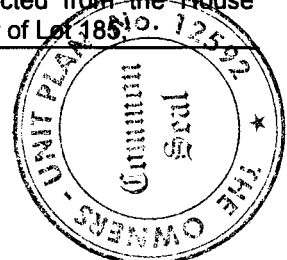
- (a) In the event of an excess being payable on an insurance claim of the Owners Corporation:
- (b) If Executive Committee determines that the cause of the insurance claim was:
 - (i) from a Unit;
 - (ii) as a result of the act or omission (including the negligent act or omission) of a Unit Owner
 - (iii) the Unit Owner will responsible for the excess.
- (c) If Executive Committee determines that the cause of the insurance claim was from the Common Property, the Owners Corporation will be responsible for the excess.

37. Unit 185 – Tesla Charger

The Unit Owner of Lot 185 is granted a special privilege, until revoked, to install and maintain a “Tesla Charger Circuit “on the electrical “House Distribution Board” (described as DBH.L1.1) which is located in the main switch room on Level 1 on the following conditions:

- (a) all costs associated with the Tesla Charger Circuit, including maintenance, replacement, power consumption, and the costs of any disconnection and reconnection are payable by the Unit Owner of Lot 185;
- (b) the meter associated with the Tesla Charger Circuit is to be read on a regular basis (as determined by the Executive Committee);
- (c) the power usage consumption of the Tesla Charger Circuit will be determined by subtracting the power consumed by the Tesla Charger Circuit from the power consumption of the House Distribution Board meter;
- (d) the Executive Committee will invoice the Unit Owner of Lot 185 for the power consumed by the Tesla Charger Circuit at the same rate as that applicable to consumption of the House Distribution Board (Lot 185 Tesla Invoice); and
- (e) the Unit Owner of Lot 185 must pay the Unit 185 Tesla Invoice by no later than 20 Business Days after it is provided.
- (f) If any Lot 185 Tesla Invoice remains outstanding after 10 Business Days after its due date the Tesla Charger Circuit may be disconnected from the House Distribution Board without further notice to the Unit Owner of Lot 185.

38. Special Privileges



- a. The Owners Corporation grants the owners of unit 191 a special privilege to use the fire stairs adjacent to unit 191 between ground and basement levels only (191 Fire Stair) only for the purposes of a means of access between the ground and basement levels of the unit. The privilege is on an exclusive basis except to the extent that the 191 Fire Stair is required to be used as a means of egress from the basement.
The owner of unit 191 may change the finish and treatment of the 191 Fire Stair (subject to ACT Fire Brigade approval). In consideration of the grant of this special privilege the occupants of unit 191 are responsible for the cleaning, repair, replacement and maintenance of the 191 Fire Stair for the duration of the special privilege
- b. The Owners Corporation grants the owners of unit 204 a special privilege to use the fire stairs adjacent to unit 204 between ground and basement levels only (204 Fire Stair) only for the purposes of a means of access between the ground and basement levels of the unit. The privilege is on an exclusive basis except to the extent that the 204 Fire Stair is required to be used as a means of egress from the basement. The owner of unit 204 may change the finish and treatment of the 204 Fire Stair (subject to ACT Fire Brigade approval). In consideration of the grant of this special privilege the occupants of unit 204 are responsible for the cleaning, repair, replacement and maintenance of the 204 Fire Stair for the duration of the special privilege.
- c. The Owners Corporation grants the owners of unit 205 a special privilege to use the fire stairs adjacent to unit 205 along the southern boundary to the site between ground and level 2 (205 Fire Stair) only for the purposes of a means of fire egress from unit 205. The privilege is on an exclusive basis. The owner of unit 205 may change the finish and treatment of the 205 Fire Stair (subject to ACT Fire Brigade approval). In consideration of the grant of this special privilege the occupants of unit 205 are responsible for the cleaning, repair, replacement and maintenance of the 205 Fire Stair for the duration of the special privilege.
- d. The Owners Corporation grants the owners of unit 205 a special privilege to use the lobby and lift adjoining the lobby which are adjacent to unit 205 (205 Lift and Lobby) only for the purposes of a means of access between the ground floor and level 2 where unit 205 is located. The privilege is on an exclusive basis. The owner of unit 205 may change the finish and treatment of the 205 Lift and Lobby. The owner of unit 205 will be responsible for all costs associated with any changes made to the finish and treatment of the 205 Lift and Lobby
- e. The Owners Corporation grants the owner(s) of unit 205 a special privilege to rectify signage on external common property. The privilege is on an exclusive basis. The owner(s) of unit 205 are responsible for the cleaning, repair, replacement and maintenance of the 205 Signage for the duration of the special privilege.



SITE PLAN

LAND DETAILS

Block	91-92
Section	8
Division	PHILLIP
Deposited Plan Number	11687
Volume/Folio	2423/14
Class of Units (A or B)	A

[Signature]
BEN McALISTER

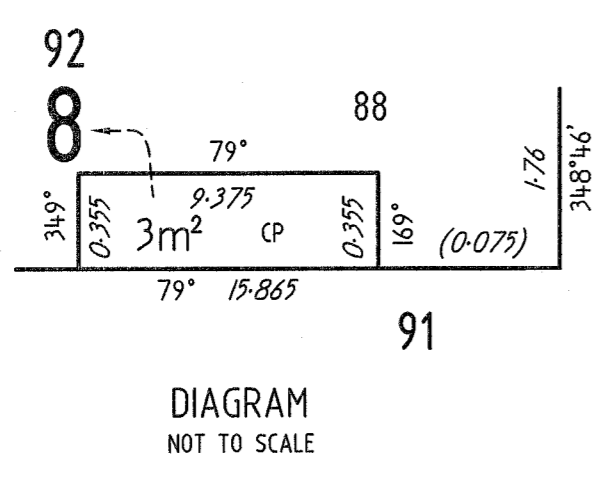
[Signature]
SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

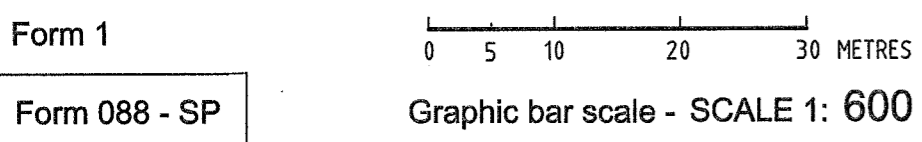
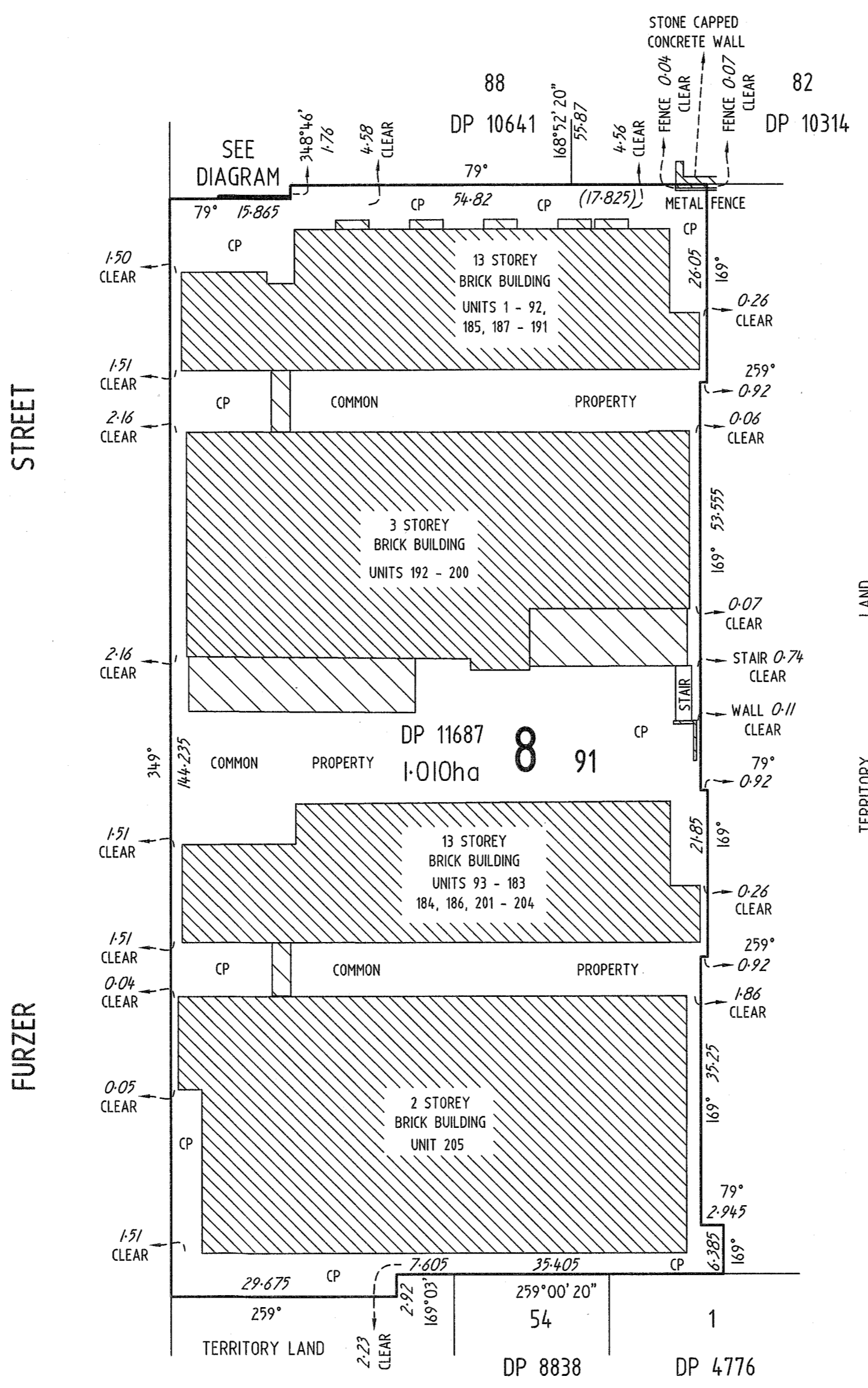
[Signature]
LYN TANKS
Delegate of the
ACT Planning and Land Authority
7 September 2020
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

[Signature]
David Pryce
Registrar-General
09/09/2020

UNITS PLAN No.
12592



BLOCK 92 IS A STRATUM BLOCK LIMITED IN HEIGHT TO 594.00 AND LIMITED IN DEPTH TO 591.83



SURVEYORS DECLARATION
I, **DAVID AMBROSE STONE** of
VERIS AUSTRALIA PTY LIMITED
A surveyor registered under the *Surveyors Act 2007*, herby certify that:
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 12/08/2020
2. The survey is in accordance with the following Acts:
• *Unit Titles Act 2001*;
• *Land Titles (Unit Titles) Act 1970*;
• *Land Titles Act 1925*; and,
• any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

[Signature]
Signature of Registered Surveyor
04/09/2020
Dated

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.
OR
3 (a), (b), (c)
-a- All units and unit subsidiaries shown in the diagrams are wholly within the parcel;
-b- The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
-c- The diagram clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.
90/43 CONSTITUTION AVENUE REID ACT 2612
Address for Service of Notice
VANTAGE STRATA
Name of Manager / Owners Corporation

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PHILLIP	8	91-92

Unit Plan No
12592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	43	3	3001	780
2	42	4	3001	781
3	42	4	3001	782
4	42	4	3001	783
5	43	3	3001	784
6	32	3	3001	785
7	31	3	3001	786
8	31	3	3001	787
9	31	3	3001	788
10	32	3	3001	789
11	44	3	3001	790
12	45	3	3001	791
13	42	4	3001	792
14	42	4	3001	793
15	42	4	3001	794
16	44	3	3001	795
17	33	3	3001	796
18	32	3	3001	797
19	32	3	3001	798
20	32	3	3001	799
21	33	3	3001	800
22	44	3	3001	801
23	46	3	3001	802
24	43	4	3001	803
25	43	4	3001	804

Aggregate

EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0142696:

S. Wade
SANDRA MARY WADE

Ben McAlister
BEN MCALISTER
Signature of Lessee

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

Volume	Folio
3001	779

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

Dated 7th this day of September 2020

V J Valley
V J VALLEY
Delegate of the Authority/Executive

David Pryce
David Pryce
Registrar-General



Deputy Registrar-General

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
PHILLIP	8	91-92

Unit Plan No
12592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	43	4	3001	805
27	44	3	3001	806
28	34	3	3001	807
29	34	3	3001	808
30	34	3	3001	809
31	34	3	3001	810
32	34	3	3001	811
33	46	3	3001	812
34	47	4	3001	813
35	44	4	3001	814
36	44	4	3001	815
37	44	4	3001	816
38	45	3	3001	817
39	35	3	3001	818
40	34	3	3001	819
41	34	3	3001	820
42	34	3	3001	821
43	35	3	3001	822
44	47	3	3001	823
45	48	3	3001	824
46	45	4	3001	825
47	46	4	3001	826
48	46	4	3001	827
49	48	3	3001	828
50	35	3	3001	829

Aggregate

EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0142696:

Sandra Mary Wade
Ben McAlister
 SANDRA MARY WADE Signature of Lessee

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

Dated 7th this day of September 2020

Jenny
 Delegate of the Authority/Executive

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

Volume	Folio
3001	779

David Pryce
 David Pryce
 Registrar-General



Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	8	91-92	12592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	35	3	3001	830
52	35	3	3001	831
53	35	3	3001	832
54	35	3	3001	833
55	48	3	3001	834
56	49	3	3001	835
57	47	4	3001	836
58	47	4	3001	837
59	47	4	3001	838
60	49	3	3001	839
61	36	3	3001	840
62	36	3	3001	841
63	36	3	3001	842
64	36	3	3001	843
65	36	3	3001	844
66	49	3	3001	845
67	50	3	3001	846
68	48	4	3001	847
69	48	4	3001	848
70	48	4	3001	849
71	50	3	3001	850
72	37	3	3001	851
73	37	3	3001	852
74	37	3	3001	853
75	37	3	3001	854
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0142696:			Volume	Folio
 SANDRA MARY WADE Signature of Lessee			3001	779
 BEN MCALISTER Signature of Lessee				
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Pryce Registrar-General	
Dated <u>7th</u> this day of <u>September</u> 20 <u>20</u> Delegate of the Authority/Executive			 Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
PHILLIP	8	91-92	12592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	37	3	3001	855
77	50	3	3001	856
78	51	3	3001	857
79	62	3	3001	858
80	62	3	3001	859
81	62	3	3001	860
82	62	3	3001	861
83	62	3	3001	862
84	63	3	3001	863
85	57	3	3001	864
86	57	3	3001	865
87	57	3	3001	866
88	57	3	3001	867
89	57	3	3001	868
90	57	3	3001	869
91	37	3	3001	870
92	51	3	3001	871
93	44	3	3001	872
94	43	4	3001	873
95	43	4	3001	874
96	43	4	3001	875
97	44	3	3001	876
98	32	3	3001	877
99	32	3	3001	878
100	32	3	3001	879

Aggregate

EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516
 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN
 MCALISTER PURSUANT TO POWER OF ATTORNEY ACT
 REGISTRATION NUMBER 0142696.

Sandra Mary Wade
 SANDRA MARY WADE

Ben McAlister
 BEN MCALISTER

Signature of Lessee

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

Volume**Folio**

3001

779

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

Dated *7th* this day of *September* 2020

U. J. J. J.

Delegate of the Authority/Executive

David Pryce
 David Pryce
 Registrar-General



Deputy Registrar-General

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
PHILLIP	8	91-92

Unit Plan No
12592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	32	3	3001	880
102	32	3	3001	881
103	45	3	3001	882
104	46	3	3001	883
105	43	4	3001	884
106	43	4	3001	885
107	43	4	3001	886
108	45	3	3001	887
109	34	3	3001	888
110	33	3	3001	889
111	33	3	3001	890
112	33	3	3001	891
113	34	3	3001	892
114	47	3	3001	893
115	47	3	3001	894
116	44	4	3001	895
117	46	4	3001	896
118	46	4	3001	897
119	46	3	3001	898
120	34	3	3001	899
121	34	3	3001	900
122	34	3	3001	901
123	34	3	3001	902
124	34	3	3001	903
125	47	3	3001	904

Aggregate

EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516
 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN
 MCALISTER PURSUANT TO POWER OF ATTORNEY ACT
 REGISTRATION NUMBER 0142696:

Sandra Mary Wade
 SANDRA MARY WADE

Ben McAlister
 BEN MCALISTER
 Signature of Lessee

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Volume**Folio**

3001

779

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

Dated *7th* this day of *September* 2020

J. Jany
 Delegate of the Authority/Executive

David Pryce
 David Pryce
 Registrar-General



Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	8	91-92	12592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	46	3	3001	905
127	45	4	3001	906
128	45	4	3001	907
129	46	4	3001	908
130	49	3	3001	909
131	35	3	3001	910
132	35	3	3001	911
133	35	3	3001	912
134	35	3	3001	913
135	35	3	3001	914
136	48	3	3001	915
137	47	3	3001	916
138	46	4	3001	917
139	46	4	3001	918
140	46	4	3001	919
141	50	3	3001	920
142	36	3	3001	921
143	35	3	3001	922
144	35	3	3001	923
145	35	3	3001	924
146	36	3	3001	925
147	50	3	3001	926
148	50	4	3001	927
149	47	4	3001	928
150	47	4	3001	929
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0142696:			Volume	Folio
 SANDRA MARY WADE BEN MCALISTER Signature of Lessee			3001	779
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Pryce Registrar-General 	
Dated <u>7th</u> this day of <u>September</u> 20 <u>20</u> Delegate of the Authority/Executive			Deputy Registrar-General	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	8	91-92	12592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	49	4	3001	930
152	49	3	3001	931
153	37	3	3001	932
154	36	3	3001	933
155	36	3	3001	934
156	36	3	3001	935
157	37	3	3001	936
158	50	3	3001	937
159	51	3	3001	938
160	48	4	3001	939
161	48	4	3001	940
162	48	4	3001	941
163	50	3	3001	942
164	38	3	3001	943
165	37	3	3001	944
166	37	3	3001	945
167	37	3	3001	946
168	38	3	3001	947
169	51	3	3001	948
170	56	3	3001	949
171	64	3	3001	950
172	64	3	3001	951
173	64	3	3001	952
174	64	3	3001	953
175	64	3	3001	954
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY AND REGISTRATION NUMBER 0142696:			Volume	Folio
 SANDRA MARY WADE Signature of Lessee			3001	779
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Pryce Registrar-General	
Dated <u>TH</u> this day of <u>September</u> 2020			 J. Vally Delegate of the Authority/Executive	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
PHILLIP	8	91-92	12592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	64	3	3001	955
177	59	3	3001	956
178	59	3	3001	957
179	59	3	3001	958
180	59	3	3001	959
181	59	3	3001	960
182	59	3	3001	961
183	39	3	3001	962
184	52	3	3001	963
185	131	5/6	3001	964
186	131	8/5	3001	965
187	76	1	3001	966
188	75	1	3001	967
189	95	1	3001	968
190	85	1	3001	969
191	97	1	3001	970
192	50	1	3001	971
193	76	1	3001	972
194	65	2	3001	973
195	35	2	3001	974
196	63	2	3001	975
197	31	1	3001	976
198	42	1	3001	977
199	42	1	3001	978
200	31	1	3001	979

Aggregate

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

Volume**Folio**

3001

779

EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN MCALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0142696.

Sandra Mary Wade
SANDRA MARY WADE
Ben McAlister
BEN MCALISTER
Signature of Lessee

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

Dated 7th this day of September 2020

V. Vally
.....
Delegate of the Authority/Executive

David Pryce
David Pryce
Registrar-General



.....
Deputy Registrar-General

FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP


FLOOR NUMBER

INDEX


BEN McALISTER


SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee


Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.

12592

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY	CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL	
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.		SHEET No.
1	22	FIRST	101				1	22	2	14	3	13	3
2	22	FIRST	102				1,2	22,22	3	14	4	13	4
3	22	FIRST	103				1,2	22,22	3	14	4	13	4
4	22	FIRST	104				1,2	22,22	3	14	4	13	4
5	22	FIRST	105				1	22	2	14	3	13	3
6	22	FIRST	106				1	22	2	23	3	13	3
7	22	FIRST	107				1	22	2	23	3	13	3
8	22	FIRST	108				1	22	2	23	3	13	3
9	22	FIRST	109				1	22	2	23	3	13	3
10	22	FIRST	110				1	22	2	23	3	13	3
11	22	FIRST	111				1	22	2	23	3	13	3
12	26	SECOND	201				1	26	2	14	3	13	3
13	26	SECOND	202				1,2	26,26	3	14	4	13	4
14	26	SECOND	203				1,2	26,26	3	14	4	13	4
15	26	SECOND	204				1,2	26,26	3	14	4	13	4
16	26	SECOND	205				1	26	2	23	3	13	3
17	26	SECOND	206				1	26	2	23	3	13	3
18	26	SECOND	207				1	26	2	23	3	13	3
19	26	SECOND	208				1	26	2	23	3	13	3
20	26	SECOND	209				1	26	2	23	3	13	3
21	26	SECOND	210				1	26	2	23	3	13	3
22	26	SECOND	211				1	26	2	23	3	13	3
23	27	THIRD	301				1	27	2	14	3	13	3
24	27	THIRD	302				1,2	27,27	3	14	4	13	4
25	27	THIRD	303				1,2	27,27	3	14	4	13	4
26	27	THIRD	304				1,2	27,27	3	14	4	13	4
27	27	THIRD	305				1	27	2	23	3	13	3
28	27	THIRD	306				1	27	2	19	3	13	3
29	27	THIRD	307				1	27	2	19	3	13	3
30	27	THIRD	308				1	27	2	19	3	13	3
31	27	THIRD	309				1	27	2	19	3	13	3
32	27	THIRD	310				1	27	2	19	3	13	3
33	27	THIRD	311				1	27	2	14	3	13	3
34	28	FOURTH	401				1	28	2	14	3,4	13,13	4
35	28	FOURTH	402				1,2	28,28	3	14	4	13	4
36	28	FOURTH	403				1,2	28,28	3	23	4	13	4
37	28	FOURTH	404				1,2	28,28	3	23	4	13	4
38	28	FOURTH	405				1	28	2	23	3	13	3
39	28	FOURTH	406				1	28	2	19	3	13	3
40	28	FOURTH	407				1	28	2	19	3	13	3
41	28	FOURTH	408				1	28	2	19	3	13	3
42	28	FOURTH	409				1	28	2	19	3	13	3
43	28	FOURTH	410				1	28	2	19	3	13	3
44	28	FOURTH	411				1	28	2	23	3	13	3
45	29	FIFTH	501				1	29	2	19	3	13	3
46	29	FIFTH	502				1,2	29,29	3	14	4	13	4
47	29	FIFTH	503				1,2	29,29	3	19	4	13	4
48	29	FIFTH	504				1,2	29,29	3	14	4	13	4
49	29	FIFTH	505				1	29	2	23	3	13	3
50	29	FIFTH	506				1	29	2	14	3	13	3
51	29	FIFTH	507				1	29	2	19	3	13	3
52	29	FIFTH	508				1	29	2	19	3	13	3
53	29	FIFTH	509				1	29	2	19	3	13	3
54	29	FIFTH	510				1	29	2	23	3	13	3
55	29	FIFTH	511				1	29	2	14	3	13	3
56	30	SIXTH	601				1	30	2	23	3	13	3
57	30	SIXTH	602				1,2	30,30	3	23	4	13	4
58	30	SIXTH	603				1,2	30,30	3	14	4	13	4
59	30	SIXTH	604				1,2	30,30	3	14	4	13	4
60	30	SIXTH	605				1	30	2	23	3	13	3
61	30	SIXTH	606				1	30	2	14	3	13	3
62	30	SIXTH	607				1	30	2	14	3	13	3
63	30	SIXTH	608				1	30	2	14	3	13	3
64	30	SIXTH	609				1	30	2	14	3	13	3
65	30	SIXTH	610				1	30	2	23	3	13	3
66	30	SIXTH	611				1	30	2	14	3	13	3
67	31	SEVENTH	701				1	31	2	23	3	13	3
68	31	SEVENTH	702				1,2	31,31	3	23	4	13	4
69	31	SEVENTH	703				1,2	31,31	3	14	4	13	4
70	31	SEVENTH	704				1,2	31,31	3	14	4	13	4
71	31	SEVENTH	705				1	31	2	23	3	13	3
72	31	SEVENTH	706				1	31	2	14	3	13	3
73	31	SEVENTH	707				1	31	2	14	3	13	3
74	31	SEVENTH	708				1	31	2	14	3	13	3
75	31	SEVENTH	709				1	31	2	14	3	13	3
76	31	SEVENTH	710				1	31	2	23	3	13	3
77	31	SEVENTH	711				1	31	2	23	3	13	3
78	32,33	8,9	801				1	32	2	23	3	13	3
79	32,33	8,9	802				1	32	2	23	3	13	3
80	32,33	8,9	803				1	32	2	23	3	13	3

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY	CAR SPACE / GARAGE		STORE ROOM		SUBSIDIARY TOTAL	
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.		SHEET No.
81	32,33	8,9	804				1	32	2	23	3	13	3
82	32,33	8,9	805				1	32	2	23	3	13	3
83	32,33	8,9	806				1	32	2	23	3	13	3
84	32,33	8,9	807				1	32	2	14	3	13	3
85	32,33	8,9	808				1	32	2	23	3	13	3
86	32,33	8,9	809				1	32	2	23	3	13	3
87	32,33	8,9	810				1	32	2	23	3	13	3
88	32,33	8,9	811				1	32	2	19	3	13	3
89	32,33	8,9	812				1	32	2	23	3	13	3
90	32,33	8,9	813				1	32	2	23	3	13	3
91	32,33	8,9	814				1	32	2	23	3	13	3
92	32	EIGHTH	815				1	32	2	23	3	13	3
93	24	FIRST	101				1	24	2	16	3	15	3
94	24	FIRST	102				1,2	24,24	3	16	4	15	4
95	24	FIRST	103				1,2	24,24	3	16	4	15	4
96	24	FIRST	104				1,2	24,24	3	16	4	15	4
97	24	FIRST	105				1	24	2	16	3	15	3
98	24	FIRST	106				1	24	2	16	3	15	3
99	24	FIRST	107				1	24	2	16	3	15	3
100	24	FIRST	108				1	24	2	16	3	15	3
101	24	FIRST	109				1	24	2	16	3	15	3
102	24	FIRST	110				1	24	2	16	3	15	3
103	24	FIRST	111				1	24	2	16	3	15	3
104	26	SECOND	201				1	26	2	16	3	15	3
105	26	SECOND	202				1,2	26,26	3	16	4	15	4
106	26	SECOND	203				1,2	26,26	3	16	4	15	4
107	26	SECOND	204				1,2	26,26	3	16	4	15	4
108	26	SECOND	205				1	26	2	16	3	15	3
109	26	SECOND	206				1	26	2	16	3	15	3
110	26	SECOND	207				1	26	2	16	3	15	3
111	26	SECOND	208				1	26	2	16	3	15	3
112	26	SECOND	209				1	26	2	16	3	15	3
113	26	SECOND	210				1	26	2	21	3	15	3
114	26	SECOND	211				1	26	2	16	3	15	3
115	27	THIRD	301				1	27	2	21	3	15	3
116	27	THIRD	302				1,2	27,27	3	16	4	15	4
117	27	THIRD	303				1,2	27,27	3	16	4	15	4
118	27	THIRD	304										

FLOOR PLAN

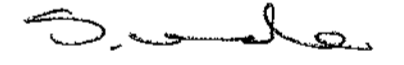
Block
91-92

Section
8

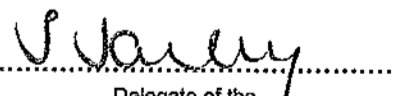
Division
PHILLIP

FLOOR NUMBER
INDEX/LEGEND


BEN McALISTER


SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142896
Signature of Lessee


Delegate of the
ACT Planning and Land Authority

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

UNITS PLAN No.

12592

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL	
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM			
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		
STREET	161	31	SEVENTH	703			1, 2	31, 31	3	21	4	15	4	
	162	31	SEVENTH	704			1, 2	31, 31	3	21	4	15	4	
	163	31	SEVENTH	705			1	31	2	16	3	15	3	
	164	31	SEVENTH	706			1	31	2	21	3	15	3	
	165	31	SEVENTH	707			1	31	2	21	3	15	3	
	166	31	SEVENTH	708			1	31	2	21	3	15	3	
	167	31	SEVENTH	709			1	31	2	21	3	15	3	
	168	31	SEVENTH	710			1	31	2	16	3	15	3	
	169	31	SEVENTH	711			1	31	2	16	3	15	3	
	170	32, 33	8, 9	801			1	32	2	21	3	15	3	
	171	32, 33	8, 9	802			1	32	2	21	3	15	3	
	172	32, 33	8, 9	803			1	32	2	21	3	15	3	
	173	32, 33	8, 9	804			1	32	2	21	3	15	3	
	174	32, 33	8, 9	805			1	32	2	21	3	15	3	
	175	32, 33	8, 9	806			1	32	2	21	3	15	3	
	176	32, 33	8, 9	807			1	32	2	21	3	15	3	
	177	32, 33	8, 9	808			1	32	2	21	3	15	3	
	178	32, 33	8, 9	809			1	32	2	21	3	15	3	
	179	32, 33	8, 9	810			1	32	2	21	3	15	3	
45	180	32, 33	8, 9	811			1	32	2	21	3	15	3	
	181	32, 33	8, 9	812			1	32	2	21	3	15	3	
	182	32, 33	8, 9	813			1	32	2	21	3	15	3	
	183	32, 33	8, 9	814			1	32	2	21	3	15	3	
	184	32	EIGHTH	815			1	32	2	21	3	15	3	
	35	185	33, 34, 35	9, 10, 11	816	3	35	1, 2	33, 33	4	23	5, 6	13, 13	6
	45	186	33, 34, 35	9, 10, 11	816	3	35	1, 2	33, 33	4	21	5	15	5
		187	18	GROUND	G01					1	19			1
		188	18	GROUND	G02					1	19			1
		189	18	GROUND	G03					1	19			1
190		18	GROUND	G04					1	19			1	
191		18, 13	G, B	G05					1	19			1	
192		14	BASEMENT	G06	1	14							1	
193		14	BASEMENT	G07	1	14							1	
194		19	GROUND	G08	1	19			2	19			2	
195		19	GROUND	G09	1	19			2	19			2	
35	196	19	GROUND	G10	1	19			2	19			2	
	197	19	GROUND	G11					1	19			1	
	198	19	GROUND	G12					1	19			1	
	199	19	GROUND	G13					1	19			1	
	200	19	GROUND	G14					1	19			1	
	201	20	GROUND	G01	1, 2	20, 20			3	19			3	
	202	20	GROUND	G02	1, 2	20, 20			3	19			3	
	203	20	GROUND	G03	1, 2	20, 20			3	19			3	
	204	20, 15	G, B	G04	1, 2, 3	20, 20, 20			4	19			4	
	45	205	25	FIRST	G05	1	25			2, 3	16, 17	4	25	4

- UR UTILITY ROOM - BEING COMMON PROPERTY
- UC UTILITY CUPBOARD - BEING COMMON PROPERTY
- Y DENOTES YARD
- D DENOTES DUCT - BEING COMMON PROPERTY
- ST DENOTES STAIR
- C DENOTES COLUMN
- B DENOTES BALCONY
- S DENOTES STOREROOM
- CP DENOTES COMMON PROPERTY
- IFOW DENOTES INSIDE FACE OF WALL
- # DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
- * DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
- DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL
- ▲ DENOTES BOUNDARY IS PROJECTION OF UNIT BOUNDARY
- DENOTES BOUNDARY IS MEASURED FROM FACE OF GLASS

WHERE A YARD ABUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINE OF WALL

YARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD

YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

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

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

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

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

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

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

[Signature]
BEN McALISTER

[Signature]
SANDRA MARY WADE

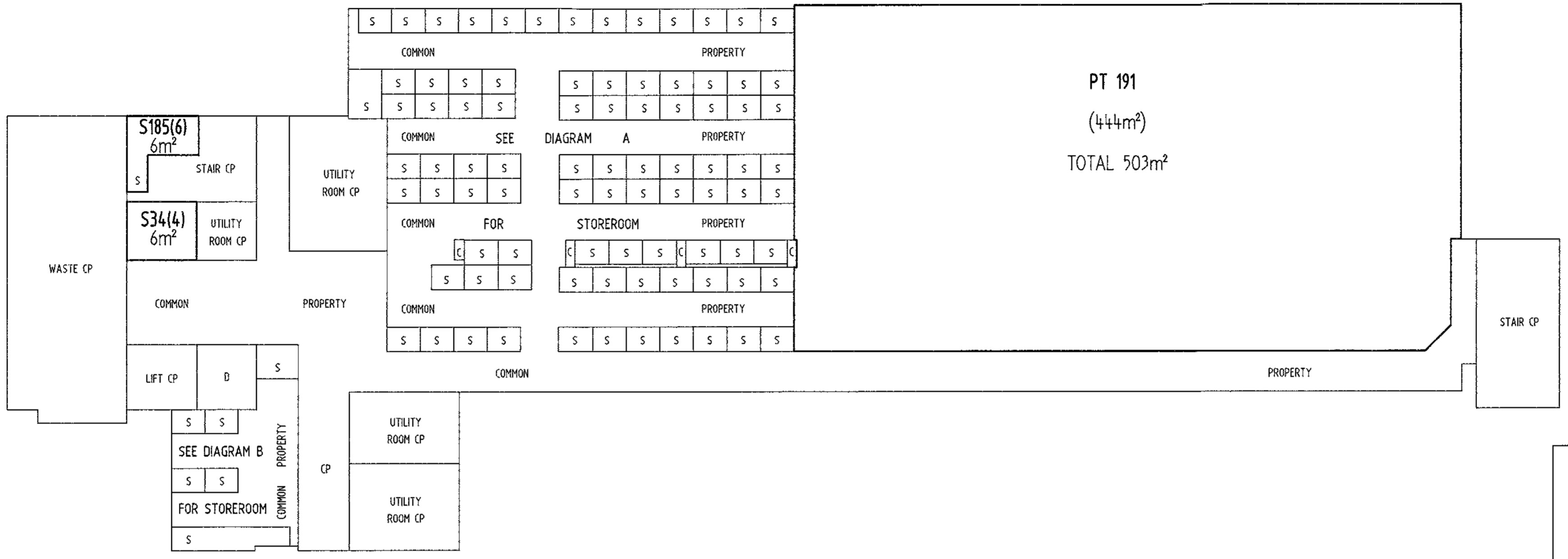
EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592

STREET
FURZER



SHEET 12 ADJOINS

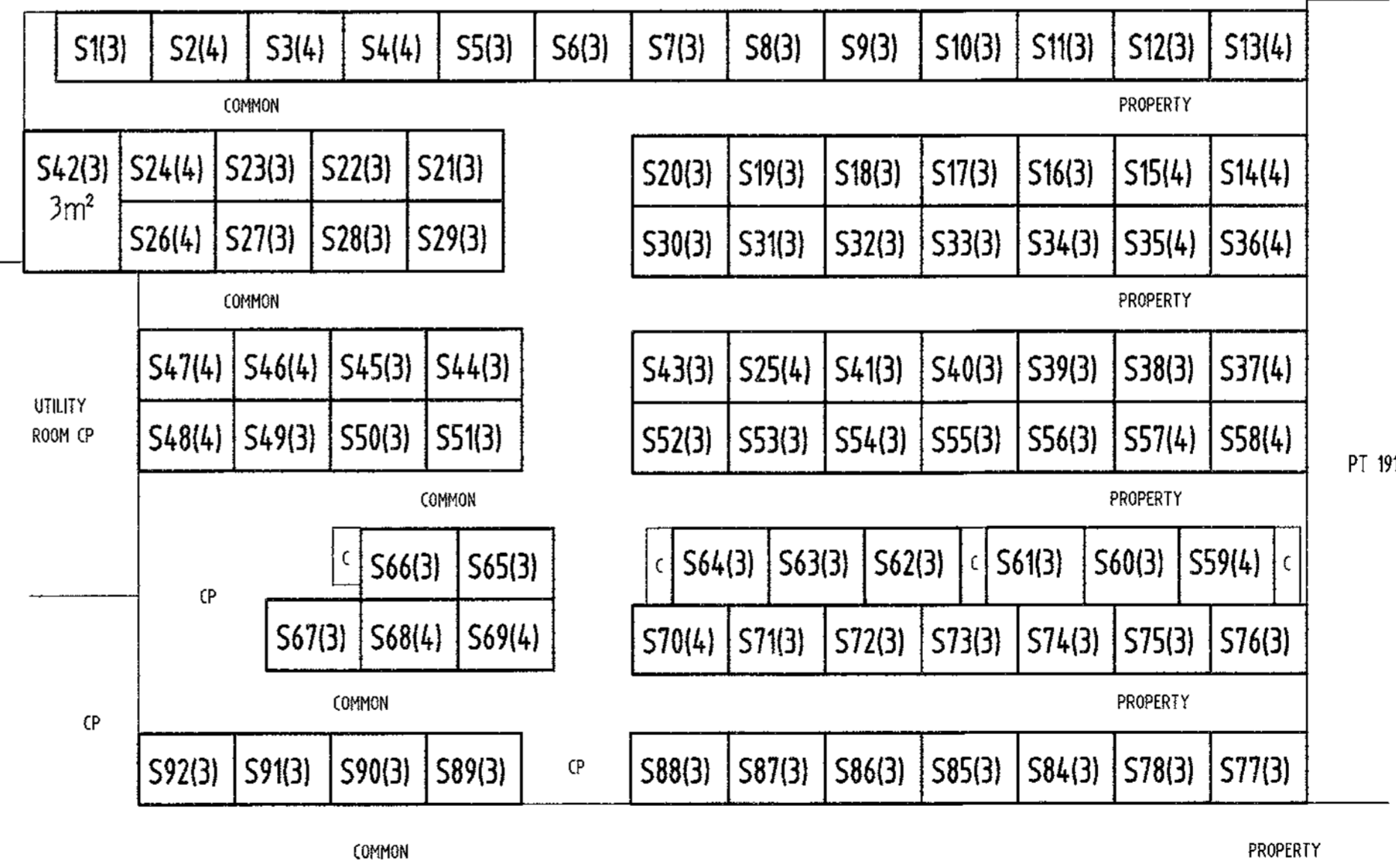
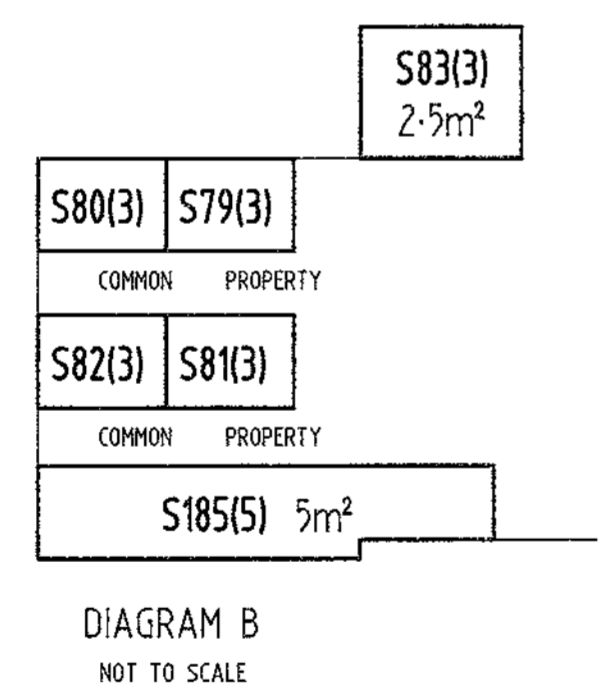


DIAGRAM A
NOT TO SCALE

STORAGE CAGES 1.5m² UNLESS OTHERWISE INDICATED

FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

BASEMENT

[Signature]

BEN MCALISTER

[Signature]

SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
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AND BEN MCALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696

Signature of Lessee

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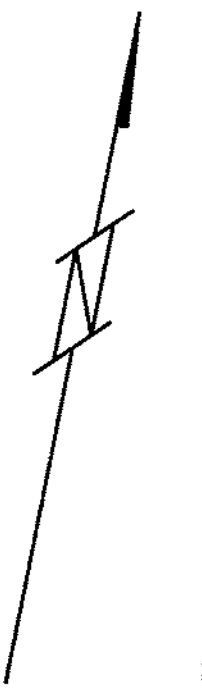
Delegate of the
ACT Planning and Land Authority

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OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

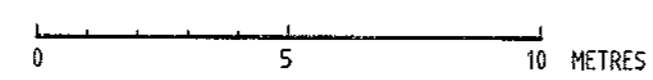
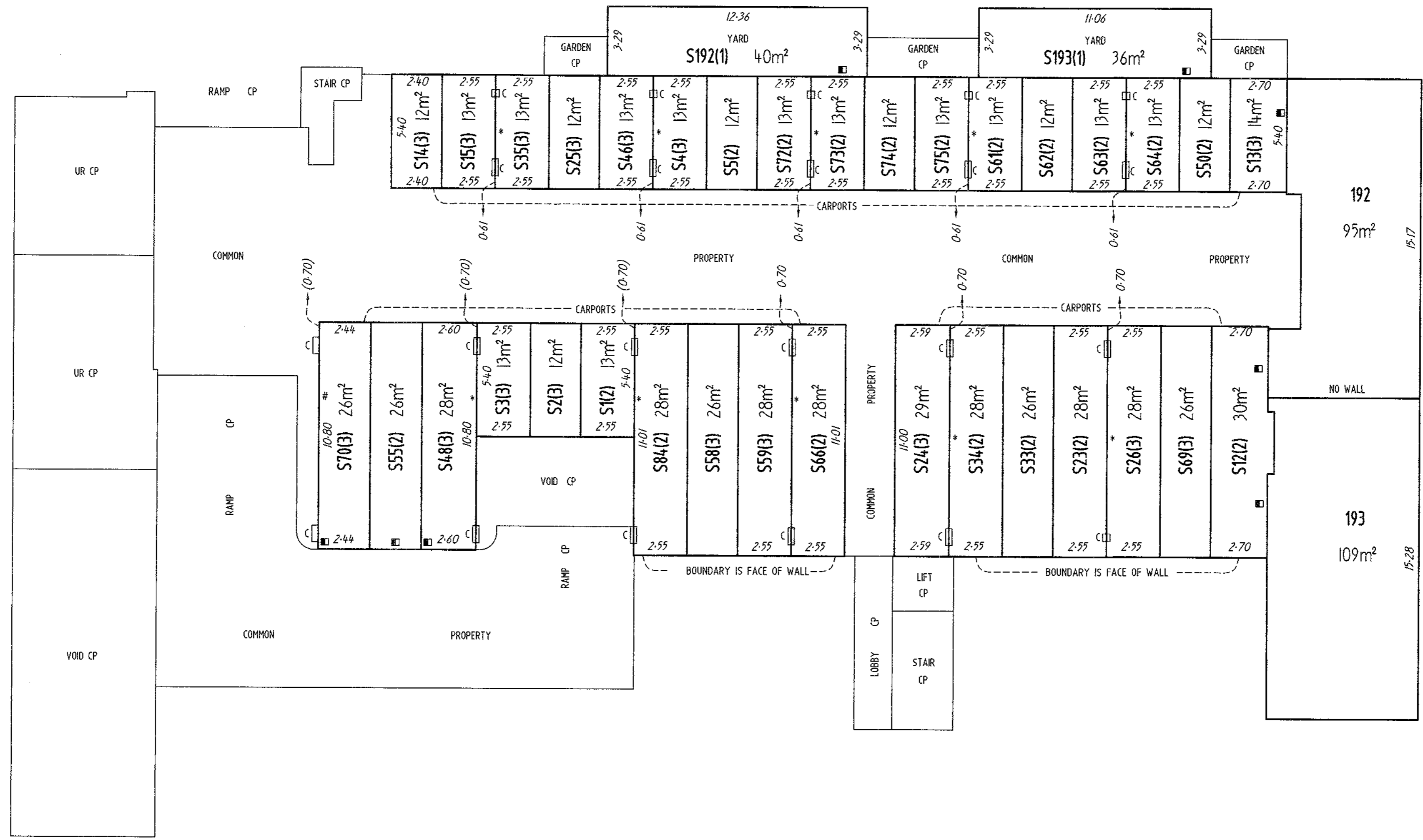
UNITS PLAN No.

12592



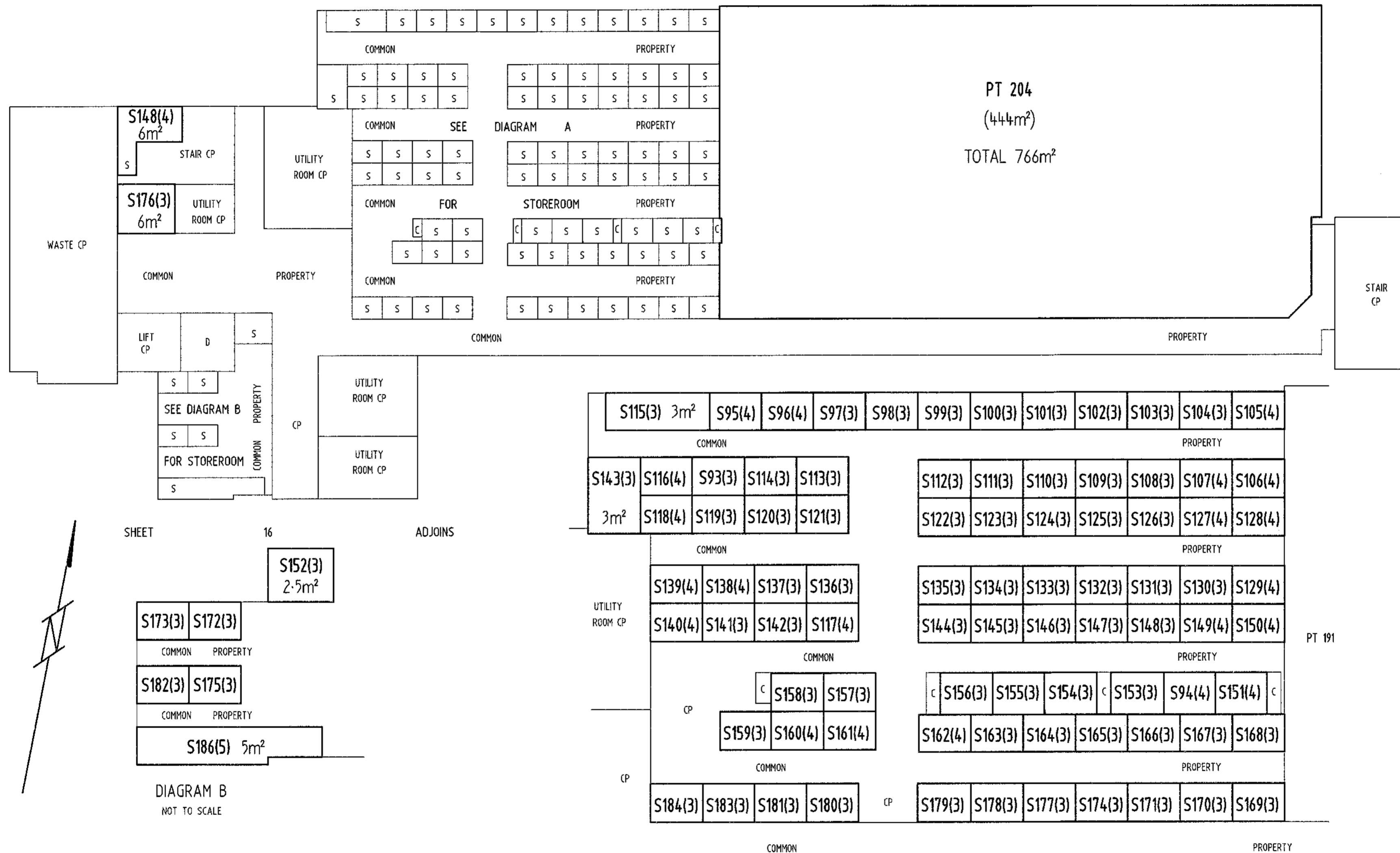
STREET

FURZER



STREET

FURZER



SHEET 16 ADJOINS

S152(3)
2.5m²

S173(3) S172(3)
COMMON PROPERTY

S182(3) S175(3)
COMMON PROPERTY

S186(5) 5m²

DIAGRAM B
NOT TO SCALE

S115(3) 3m² S95(4) S96(4) S97(3) S98(3) S99(3) S100(3) S101(3) S102(3) S103(3) S104(3) S105(4)

S143(3) S116(4) S93(3) S114(3) S113(3) S112(3) S111(3) S110(3) S109(3) S108(3) S107(4) S106(4)

3m² S118(4) S119(3) S120(3) S121(3) S122(3) S123(3) S124(3) S125(3) S126(3) S127(4) S128(4)

S139(4) S138(4) S137(3) S136(3) S135(3) S134(3) S133(3) S132(3) S131(3) S130(3) S129(4)

S140(4) S141(3) S142(3) S117(4) S144(3) S145(3) S146(3) S147(3) S148(3) S149(4) S150(4)

S156(3) S155(3) S154(3) S153(3) S94(4) S151(4)

S158(3) S157(3) S159(3) S160(4) S161(4) S162(4) S163(3) S164(3) S165(3) S166(3) S167(3) S168(3)

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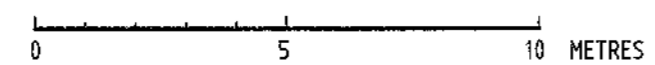
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STORAGE CAGES 1.5m² UNLESS OTHERWISE INDICATED

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 15 of 50

FLOOR PLAN

Block
91-92

Section
8

Division
PHILLIP

FLOOR NUMBER
BASEMENT

[Signature]
BEN McALISTER

[Signature]
SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142996
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

12592

FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

BASEMENT

[Signature]
BEN MCALISTER

[Signature]
SANDRA MARY WADE

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PTY LIMITED ACN 008 516 821
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REGISTRATION NUMBER 0142896

Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

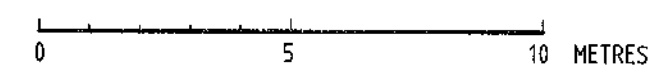
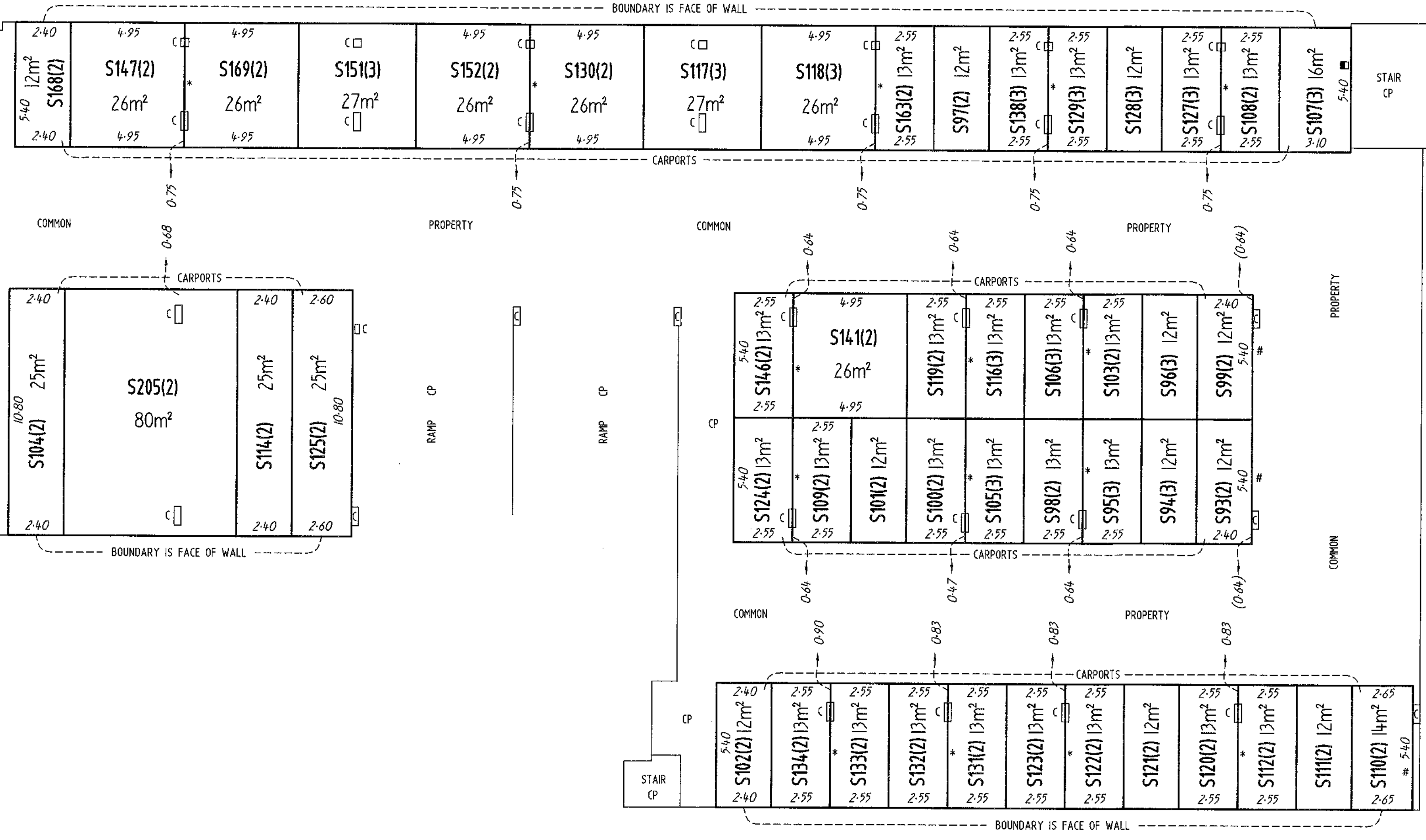
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SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

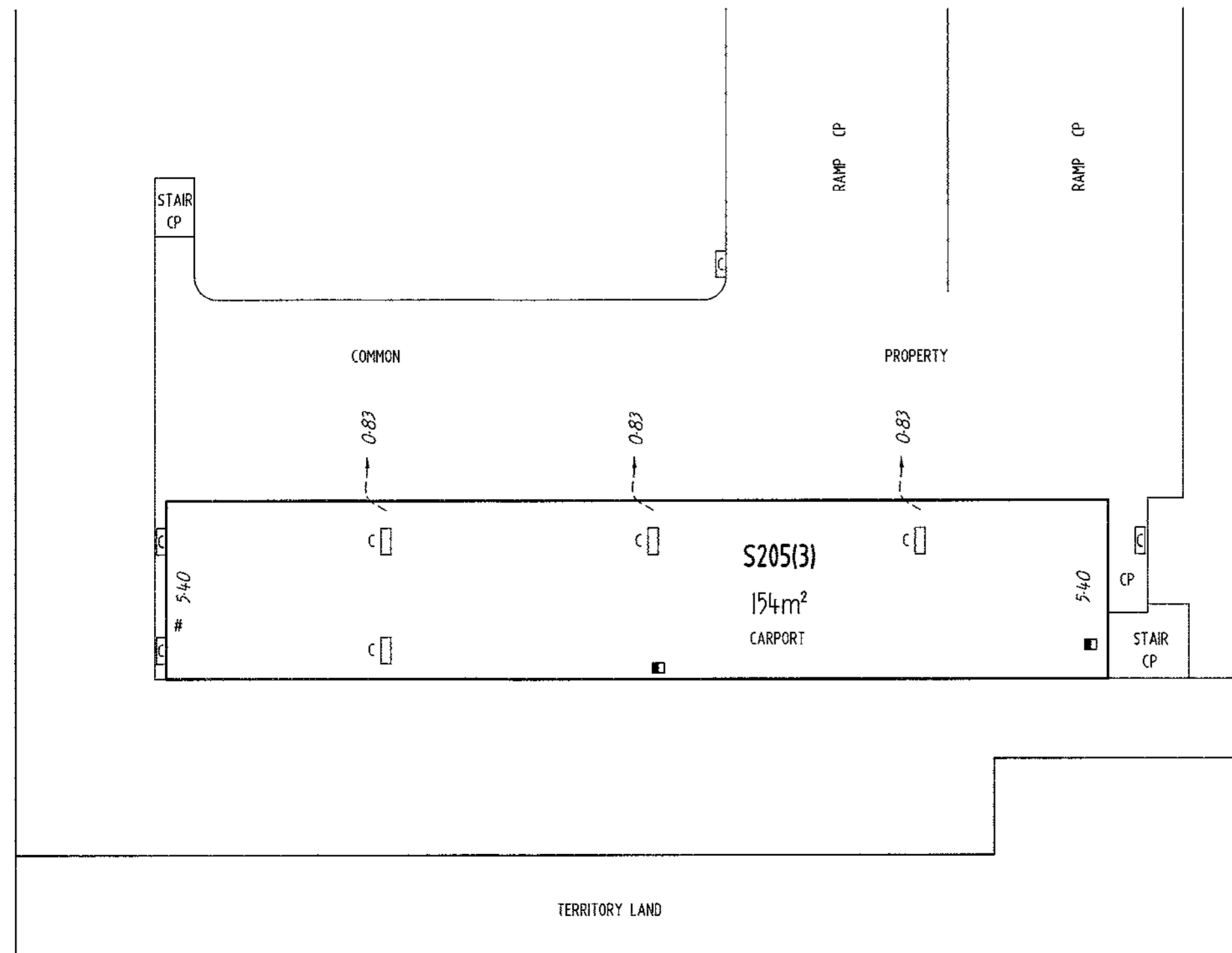
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FURZER STREET





FURZER STREET



LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 17 of 50

FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

MEZZANINE

BEN McALISTER

SANDRA MARY WADE

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PTY LIMITED ACN 008 516 621
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Signature of Lessee

Delegate of the
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CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

12592

FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

GROUND

[Signature]
BEN McALISTER

[Signature]
SANDRA MARY WADE

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PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
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REGISTRATION NUMBER 0142696
Signature of Lessee

[Signature]
Delegale of the
ACT Planning and Land Authority

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CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

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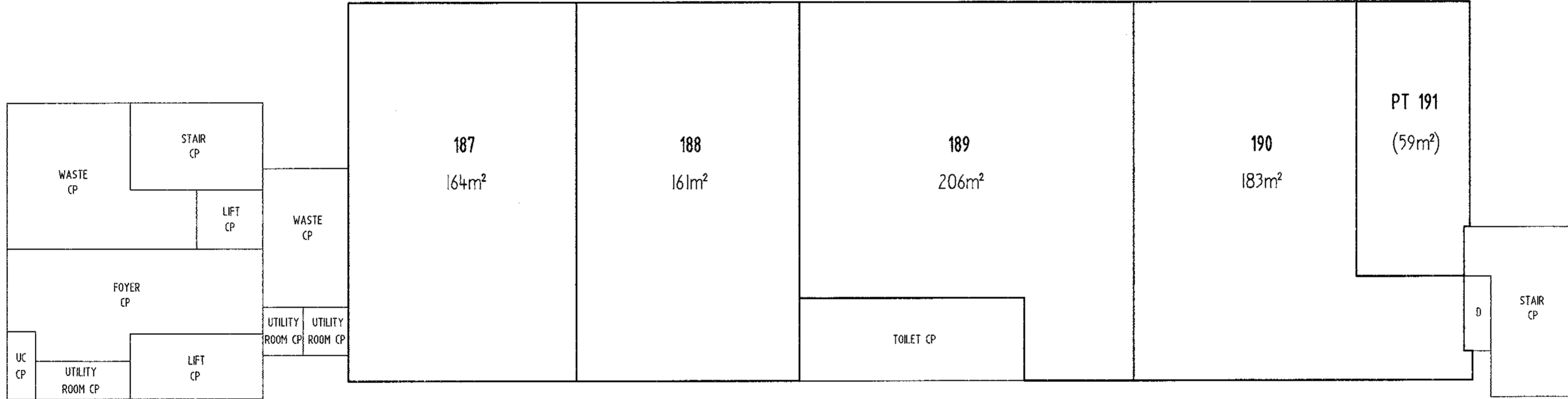


STREET

FURZER

88

82



LAND TERRITORY

FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

GROUND

LAND TERRITORY

[Signature]
BEN McALISTER

[Signature]
SANDRA MARY WADE

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PTY LIMITED ACN 008 516 521
BY ITS ATTORNEYS SANDRA MARY WADE
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REGISTRATION NUMBER 0142696

Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

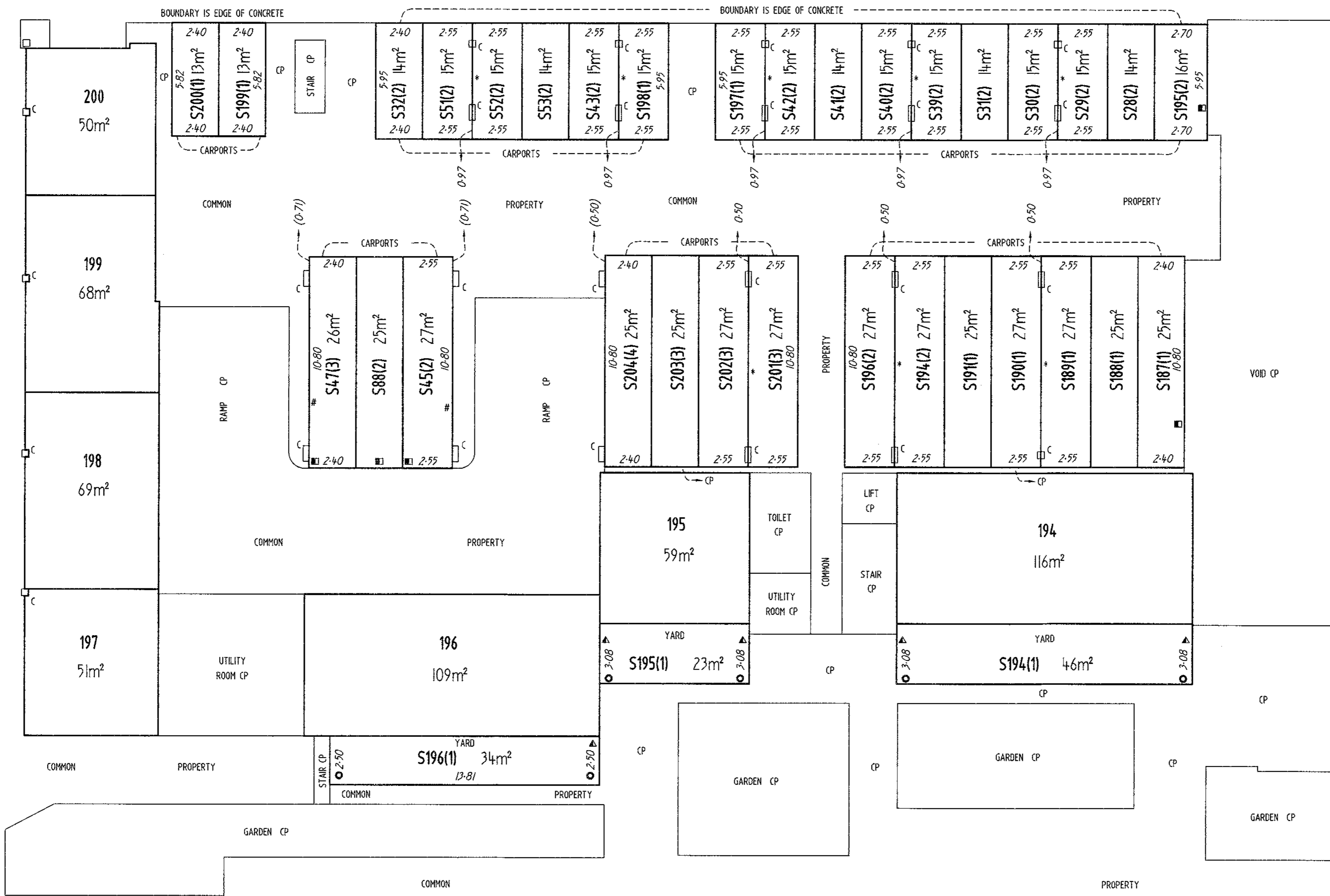
UNITS PLAN No.

12592



STREET

FURZER



STREET

FURZER

SHEET 19 ADJOINS

SHEET 21 ADJOINS

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

Sheet No. 20 of 50

FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

GROUND

[Signature]

BEN McALISTER

[Signature]

SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS PTY LIMITED ACN 008 516 621 BY ITS ATTORNEYS SANDRA MARY WADE AND BEN McALISTER PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NUMBER 0142696

Signature of Lessee

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Delegate of the ACT Planning and Land Authority

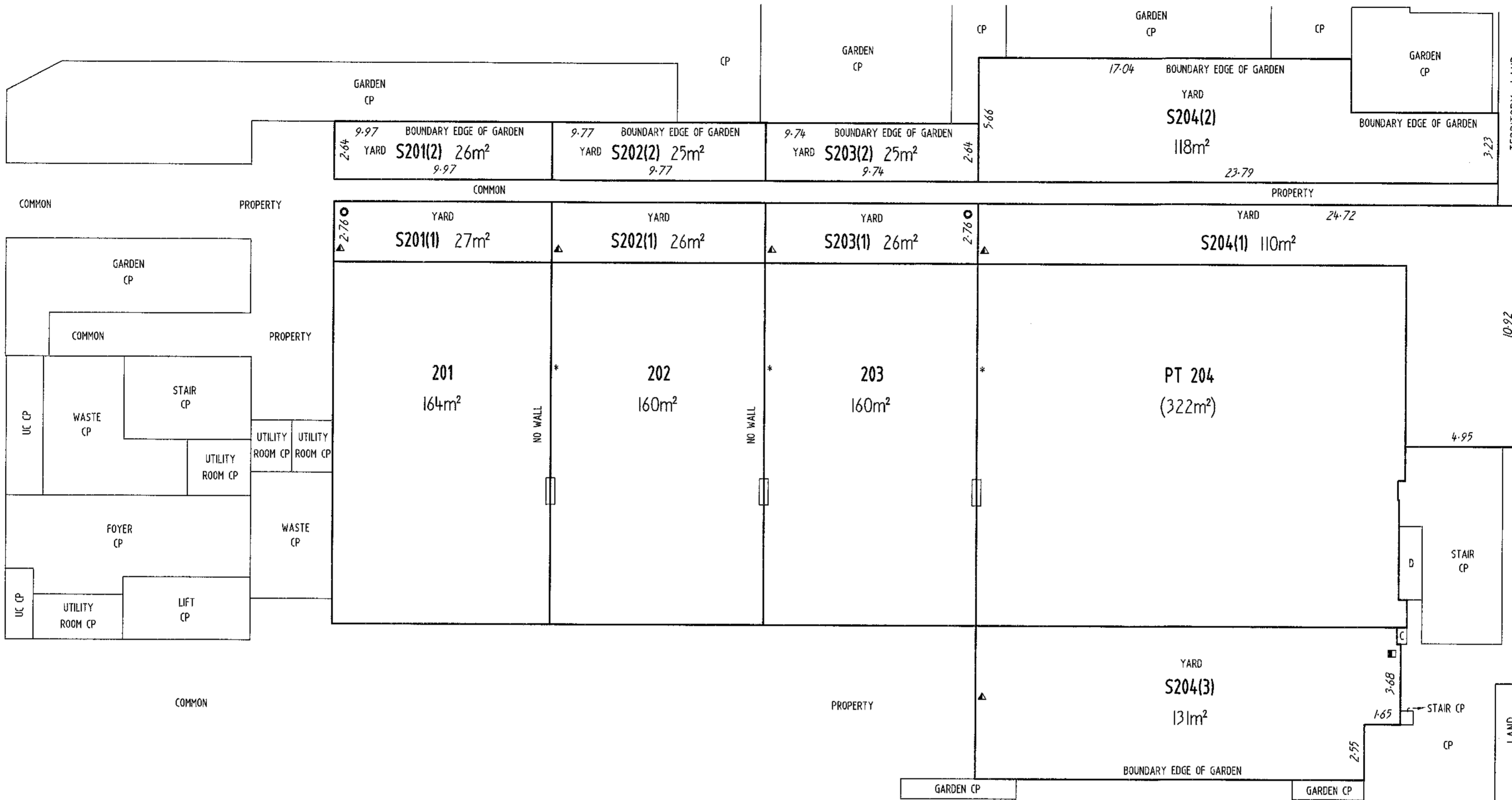
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CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

12592



Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150



STREET
FURZER

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 21 of 50

FLOOR PLAN

Block
91-92

Section
8

Division
PHILLIP

FLOOR NUMBER
GROUND

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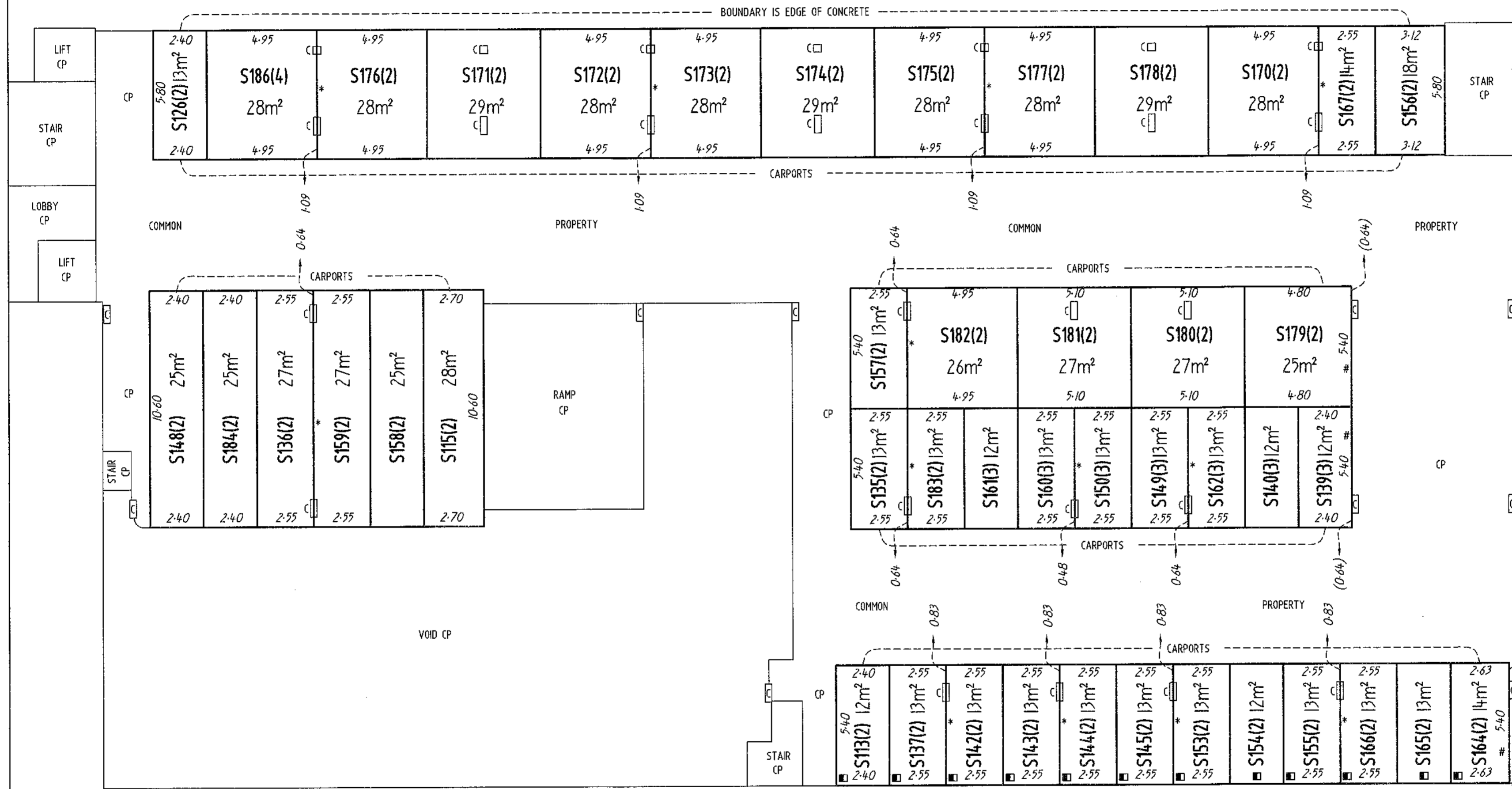
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BY ITS ATTORNEYS SANDRA MARY WADE
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REGISTRATION NUMBER 0142696
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592



FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

FIRST

[Signature]

BEN McALISTER

[Signature]

SANDRA MARY WADE

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PTY LIMITED ACN 008 516 621
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POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696

Signature of Lessee

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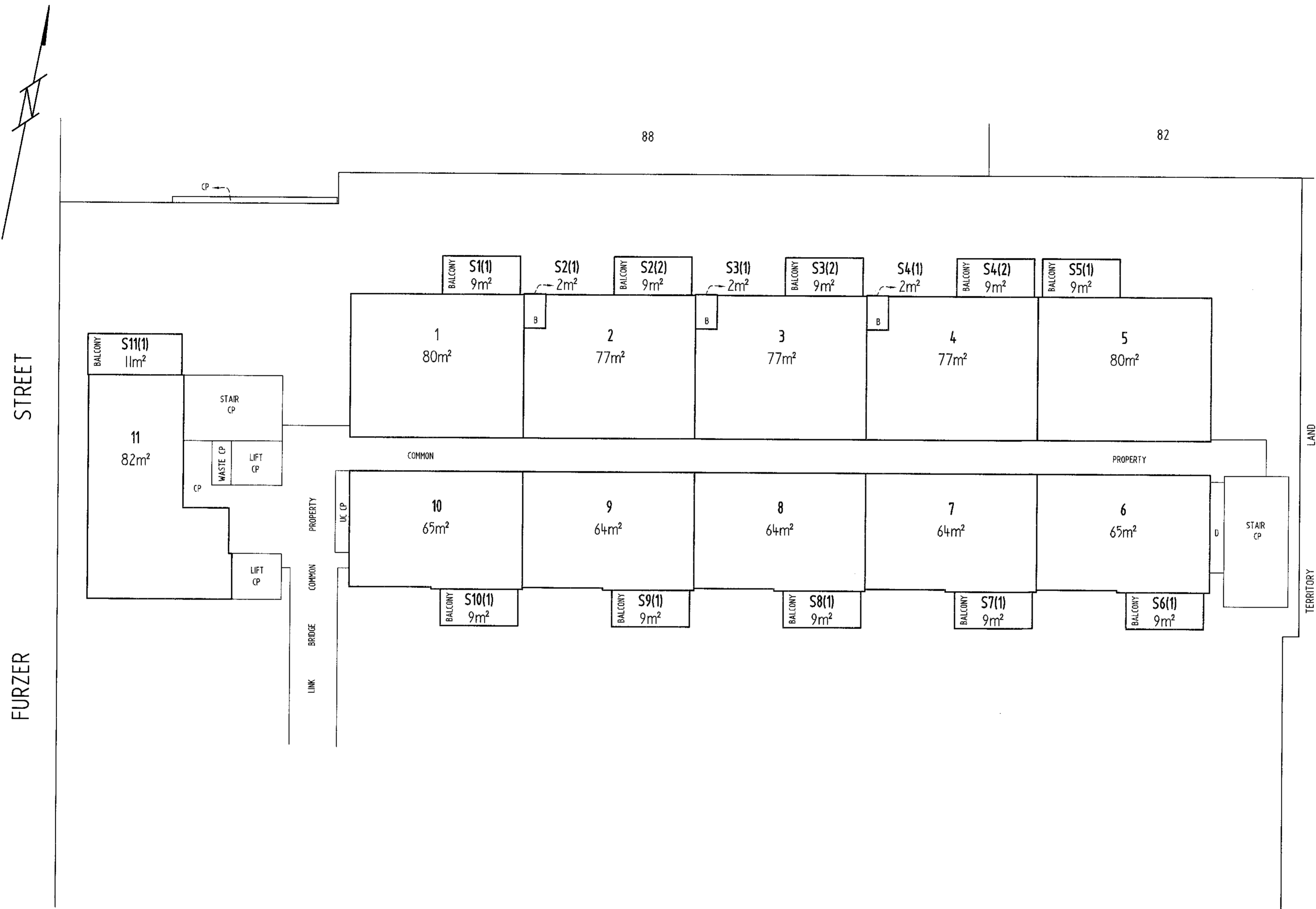
Delegate of the
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CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

12592



STREET

FURZER

LAND

TERRITORY

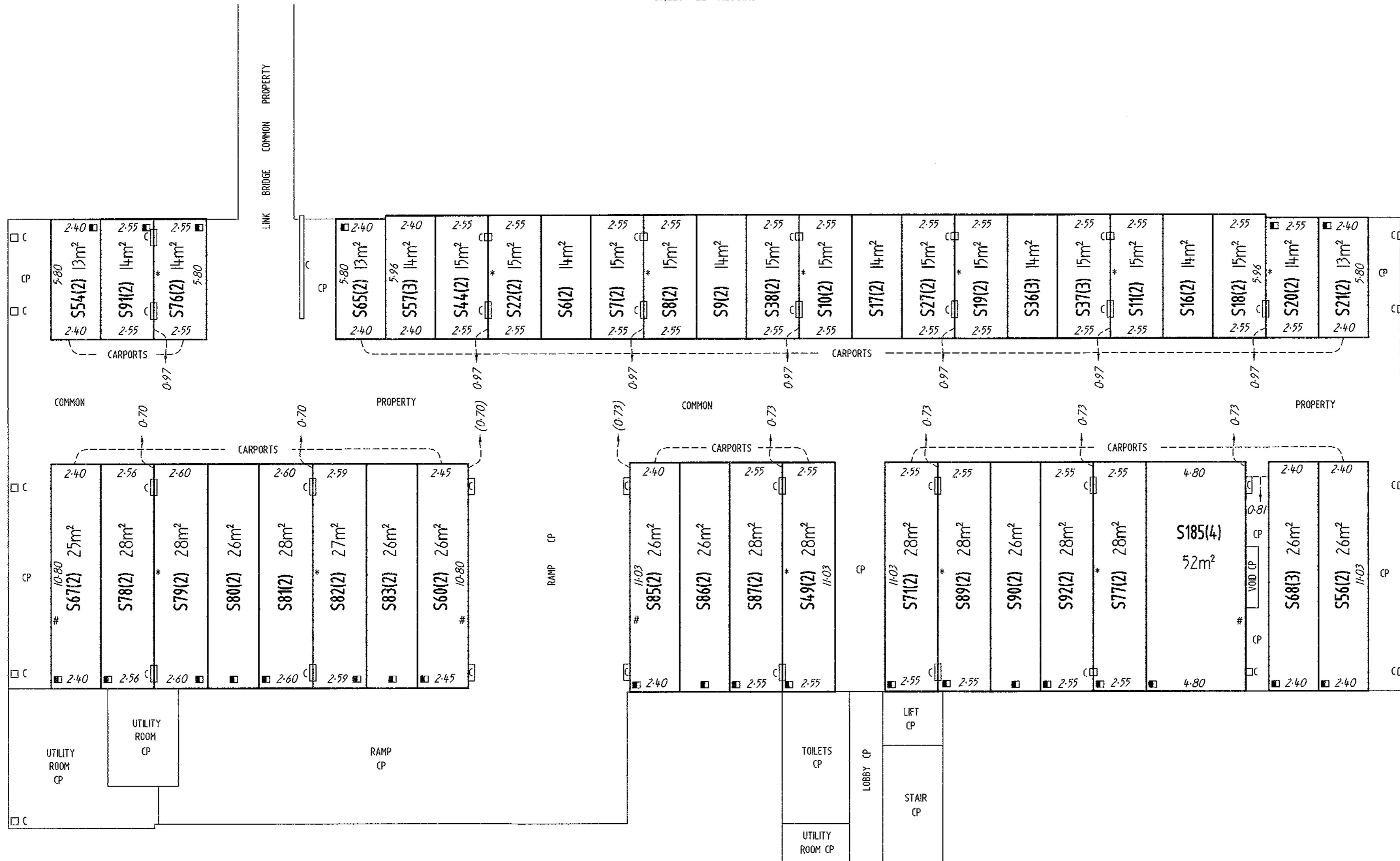
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STREET

FURZER



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 23 of 50

FLOOR PLAN

Block
91-92

Section
8

Division
PHILLIP

FLOOR NUMBER
FIRST

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BEN McALISTER

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SANDRA MARY WADE

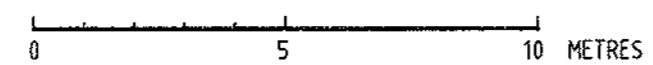
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REGISTRATION NUMBER 0142696
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592



FLOOR PLAN

Block
91-92

Section
8

Division
PHILLIP

FLOOR NUMBER
FIRST

LAND

[Signature]

BEN McALISTER

[Signature]

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[Signature]

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CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

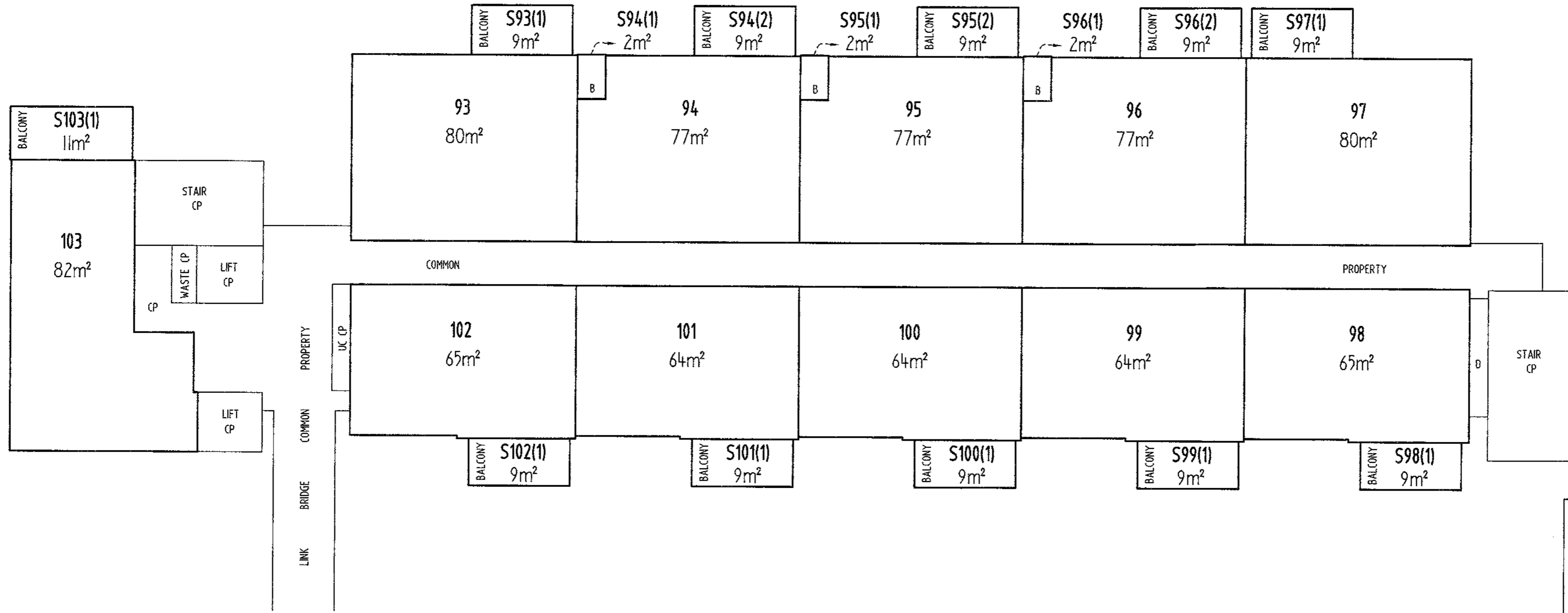
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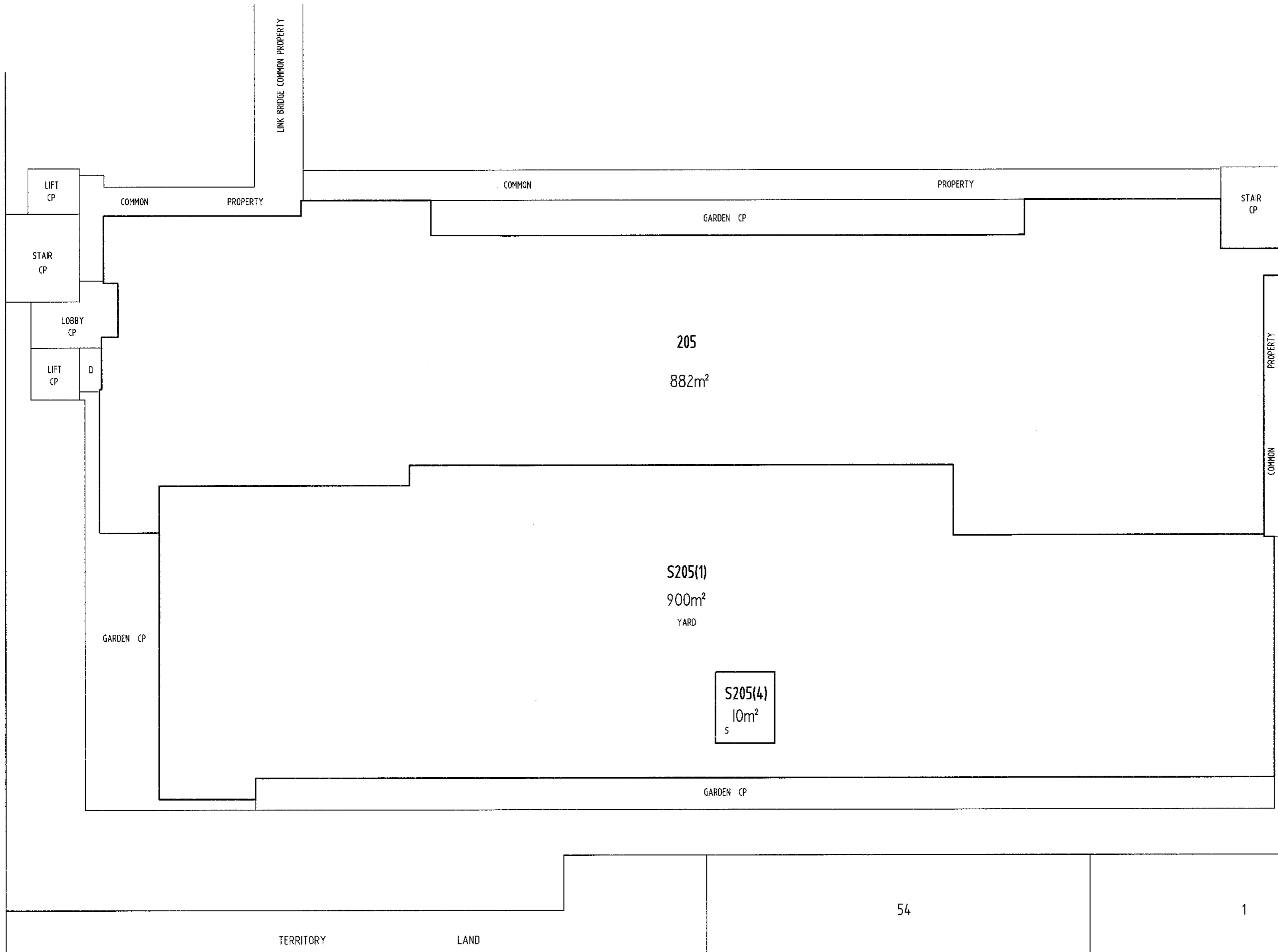
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STREET

FURZER



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 25 of 50

FLOOR PLAN

Block
91-92

Section
8

Division
PHILLIP

FLOOR NUMBER
FIRST

LAND
TERRITORY

[Signature]
BEN McALISTER

[Signature]
SANDRA MARY WADE

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POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

12592

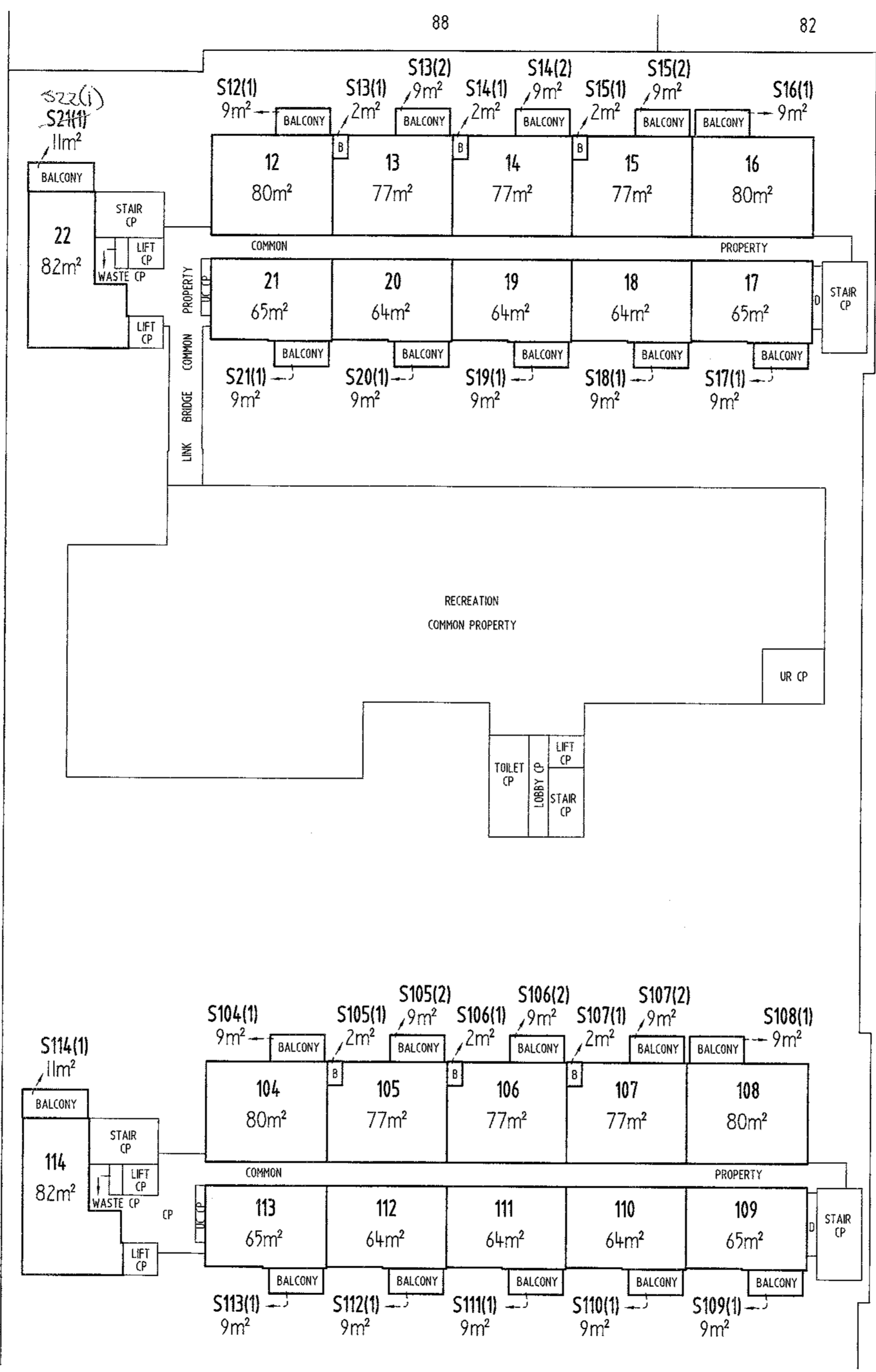


STREET

FURZER

LAND

TERRITORY



LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 26 of 58
FLOOR PLAN
Block 91-92
Section 8
Division PHILLIP
FLOOR NUMBER SECOND

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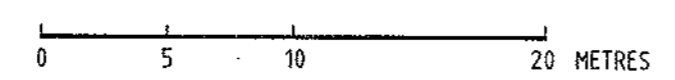
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PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592



FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

THIRD

[Signature]
BEN McALISTER

[Signature]
SANDRA MARY WADE

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PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

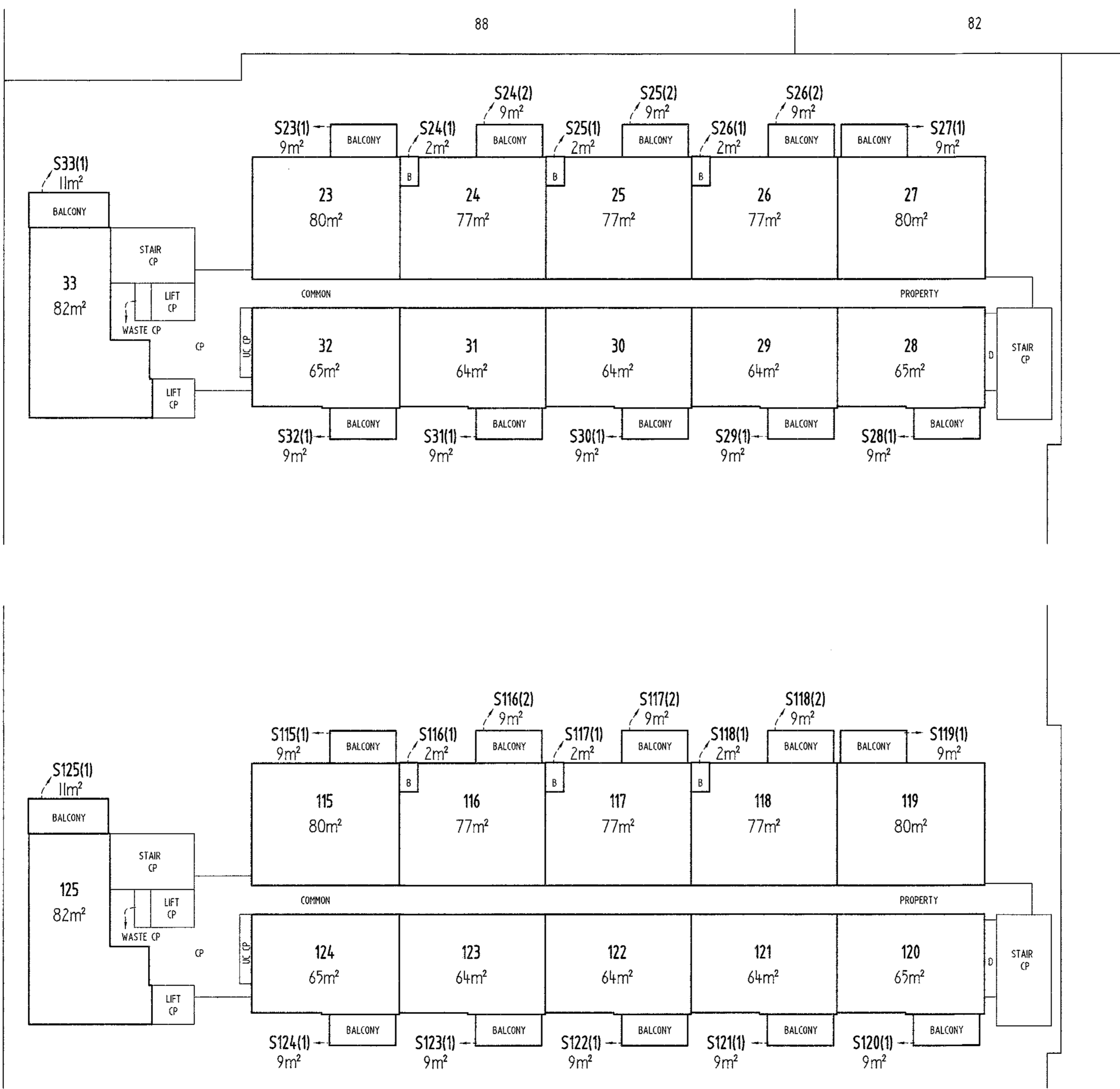
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ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

12592



LAND TITLES
ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate

Sheet No. 28 of 50

FLOOR PLAN

Block
 91-92

Section
 8

Division
 PHILLIP

FLOOR NUMBER
 FOURTH

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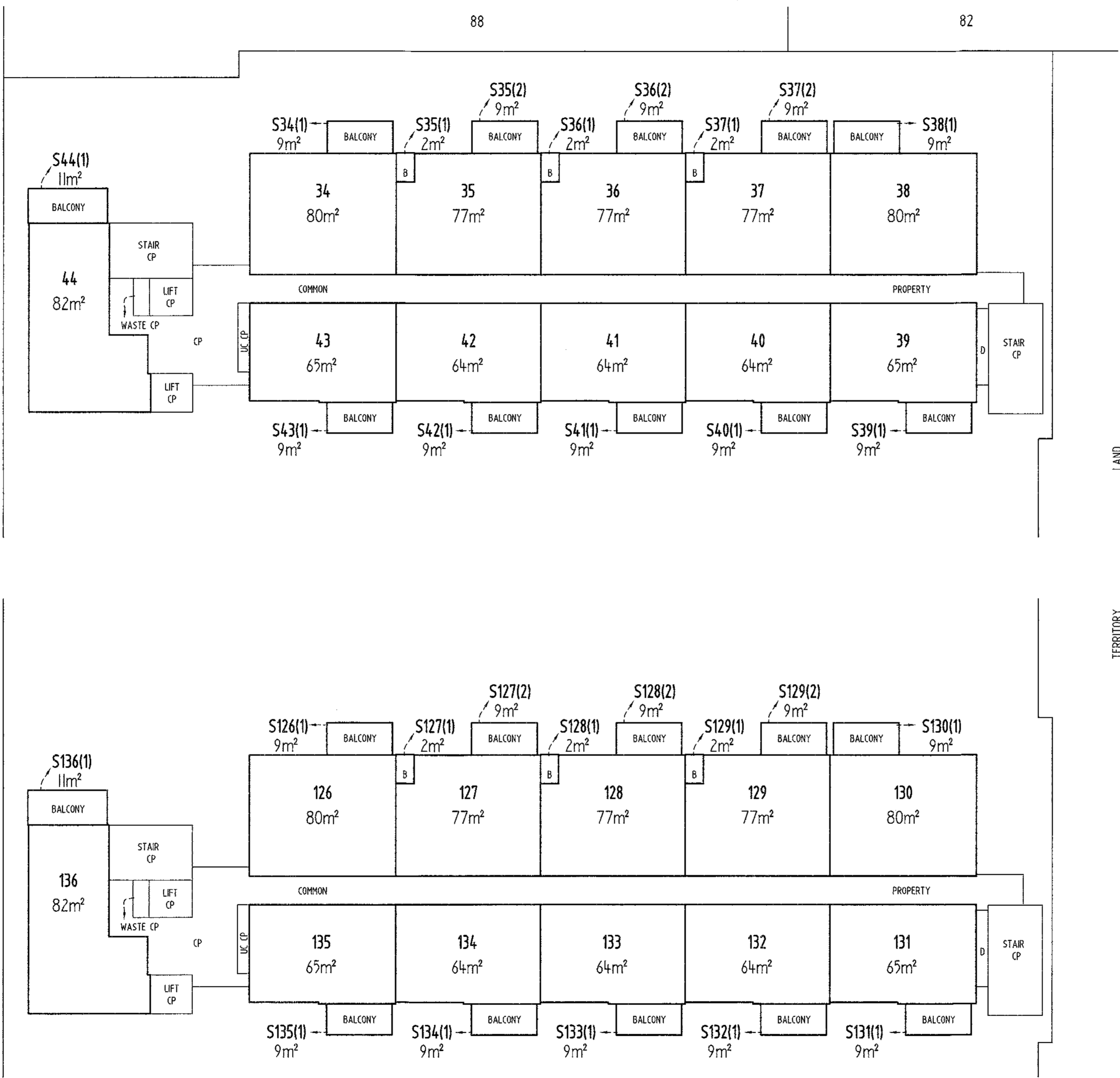
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 SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
 PTY LIMITED ACN 008 516 621
 BY ITS ATTORNEYS SANDRA MARY WADE
 AND BEN McALISTER PURSUANT TO
 POWER OF ATTORNEY ACT
 REGISTRATION NUMBER 0142696
 Signature of Lessee

[Signature]
 Delegate of the
 ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
 SEE SHEET 12 FOR LEGEND



STREET

FURZER

LAND

TERRITORY

FLOOR PLAN

Block	91-92
Section	8
Division	PHILLIP
FLOOR NUMBER	FIFTH

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BEN McALISTER

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SANDRA MARY WADE

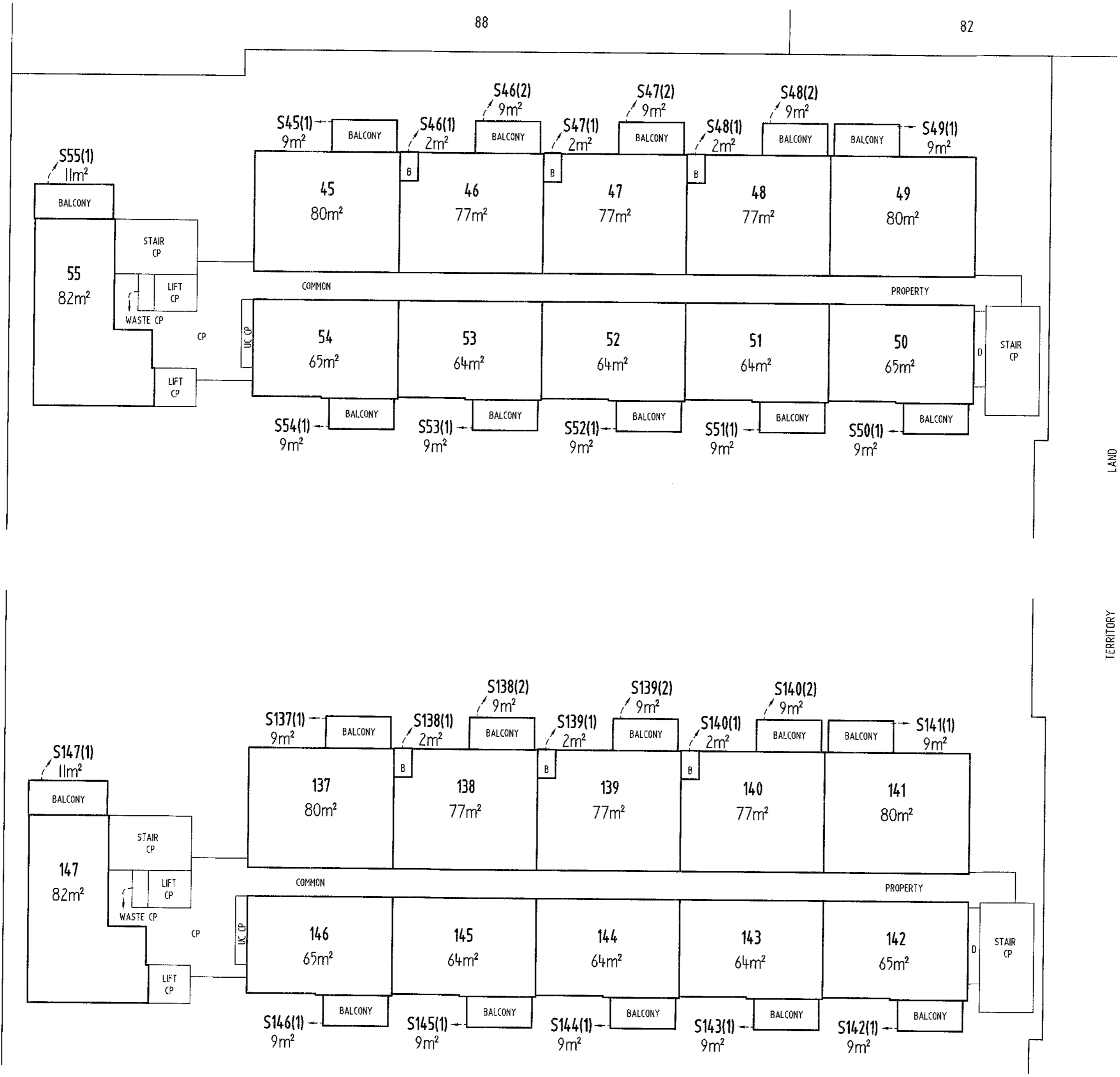
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PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142686
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592



FLOOR PLAN

Block	91-92
Section	8
Division	PHILLIP
FLOOR NUMBER	SIXTH

[Signature]
BEN McALISTER

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SANDRA MARY WADE

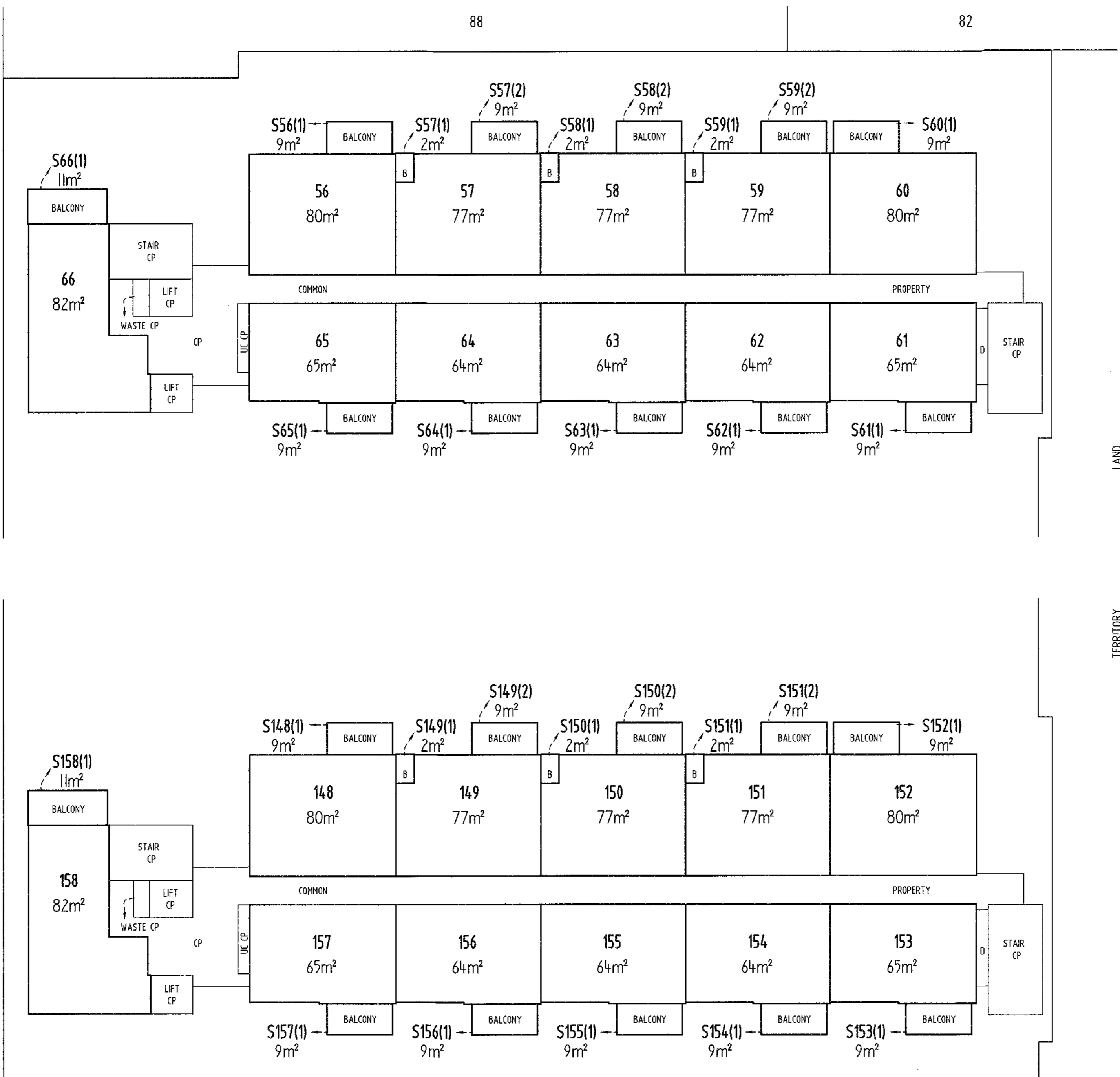
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POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592



STREET

FURZER

LAND

TERRITORY



FLOOR PLAN

Block
91-92

Section
8

Division
PHILLIP

FLOOR NUMBER
SEVENTH

[Signature]
BEN McALISTER

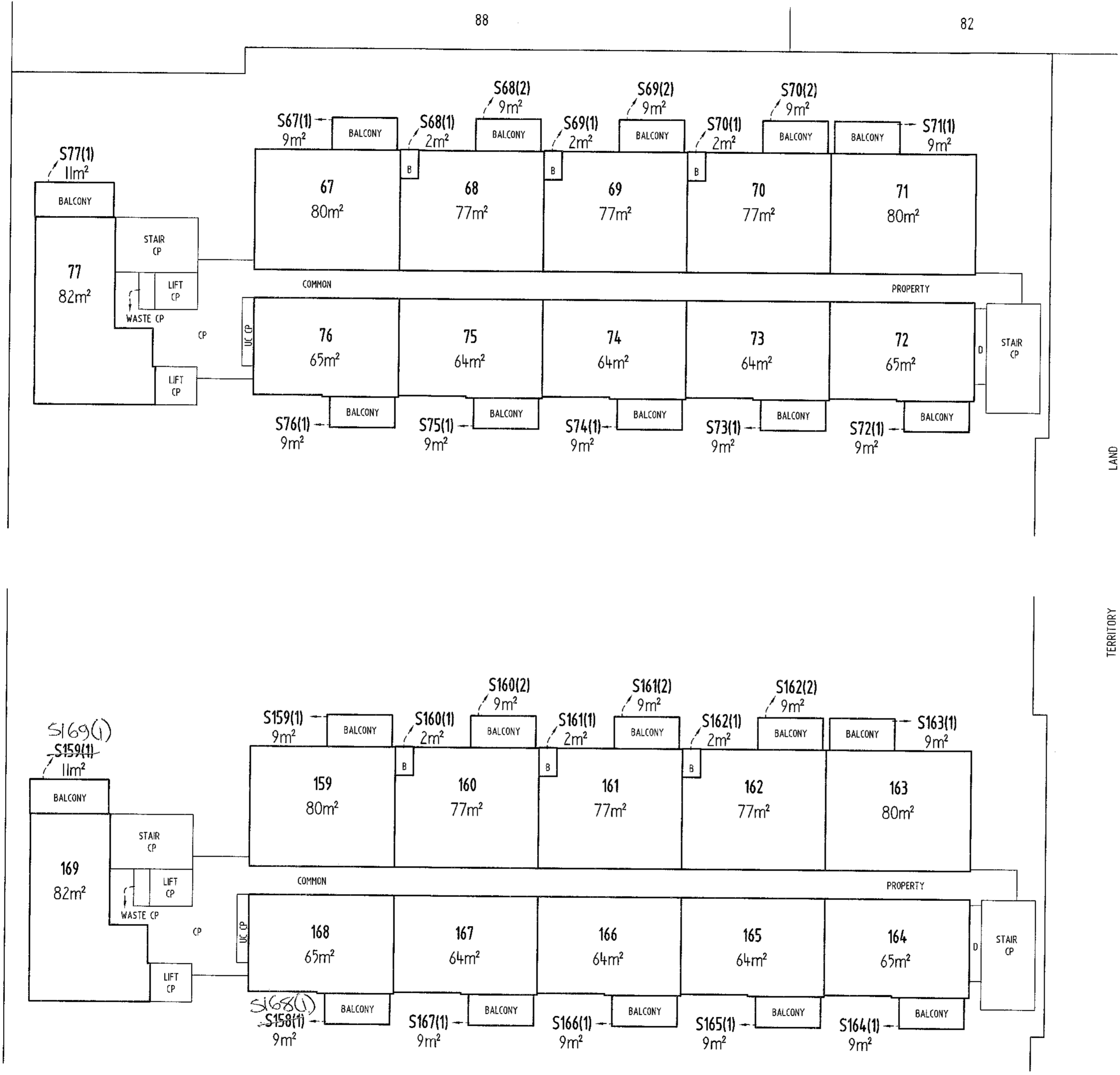
[Signature]
SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
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CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592



STREET

FURZER

LAND

TERRITORY

FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

EIGHTH

[Signature]
BEN McALISTER

[Signature]
SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

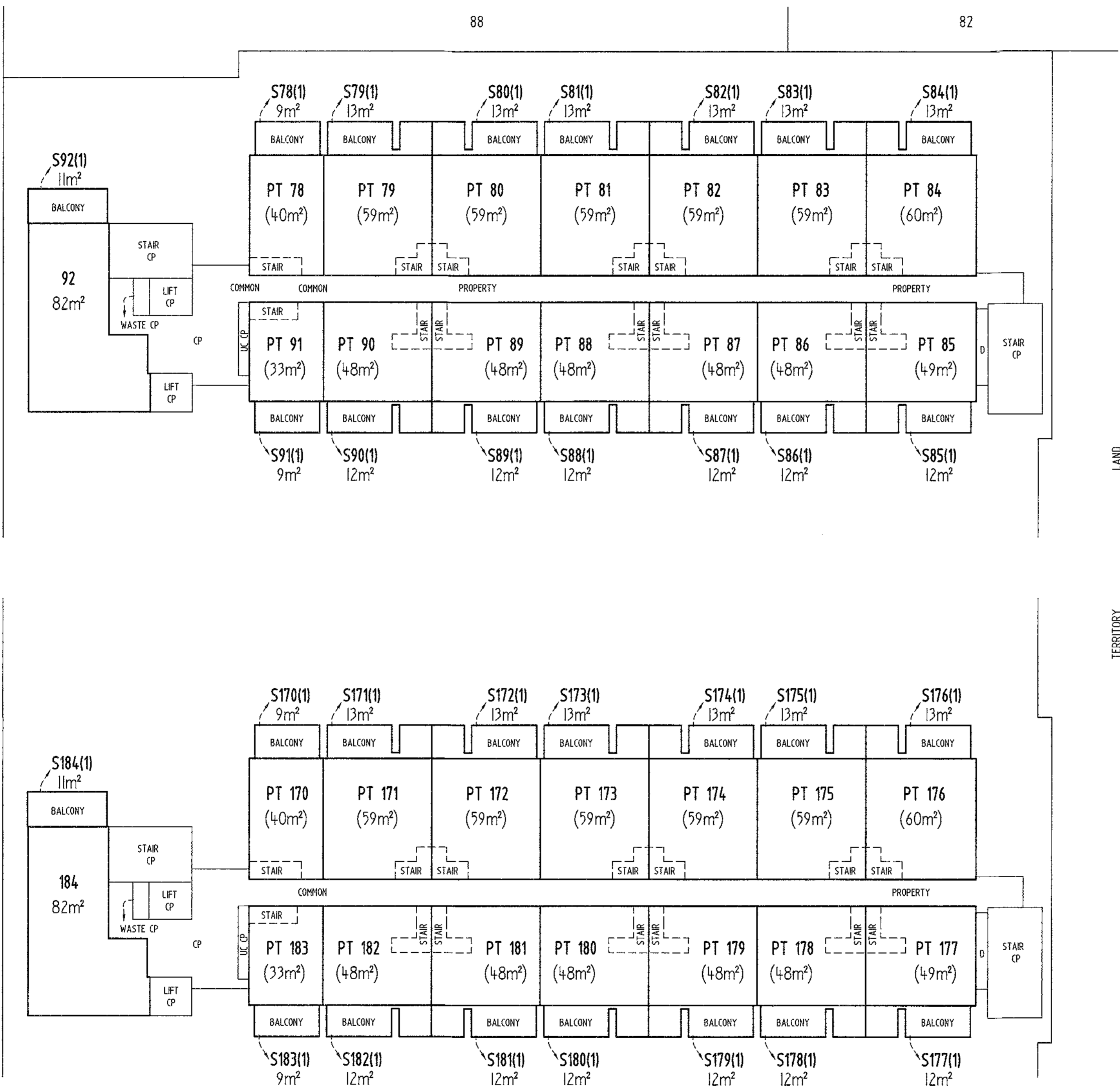
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Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

12592



FLOOR PLAN

Block

91-92

Section

8

Division

PHILLIP

FLOOR NUMBER

NINTH

[Signature]
BEN McALISTER

[Signature]
SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696

Signature of Lessee

[Signature]
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 12 FOR LEGEND

UNITS PLAN No.

12592

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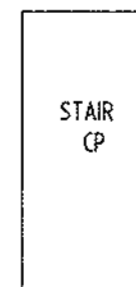
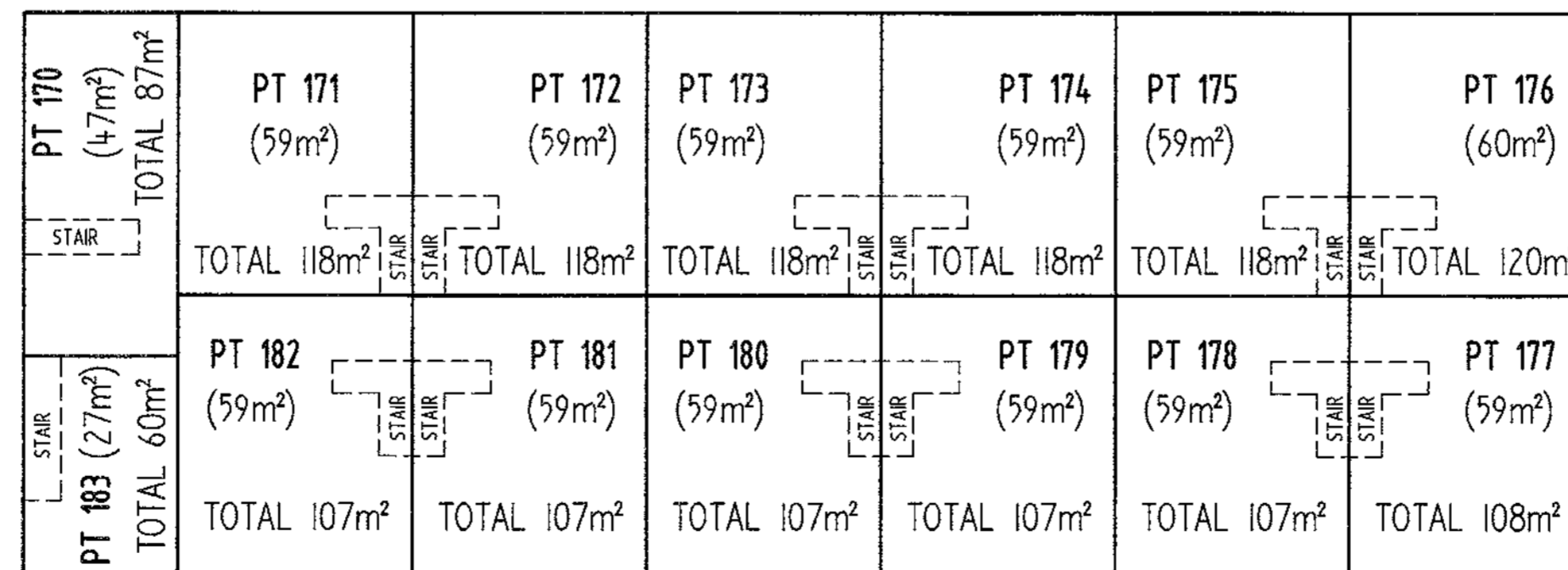
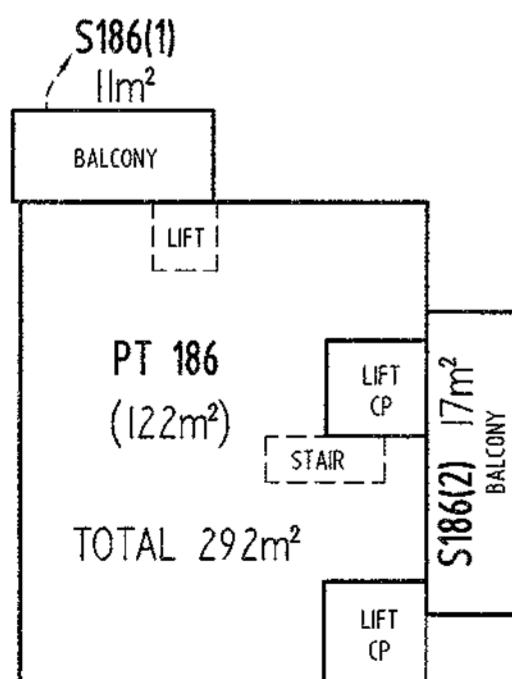
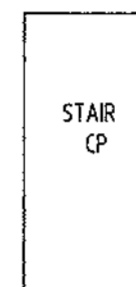
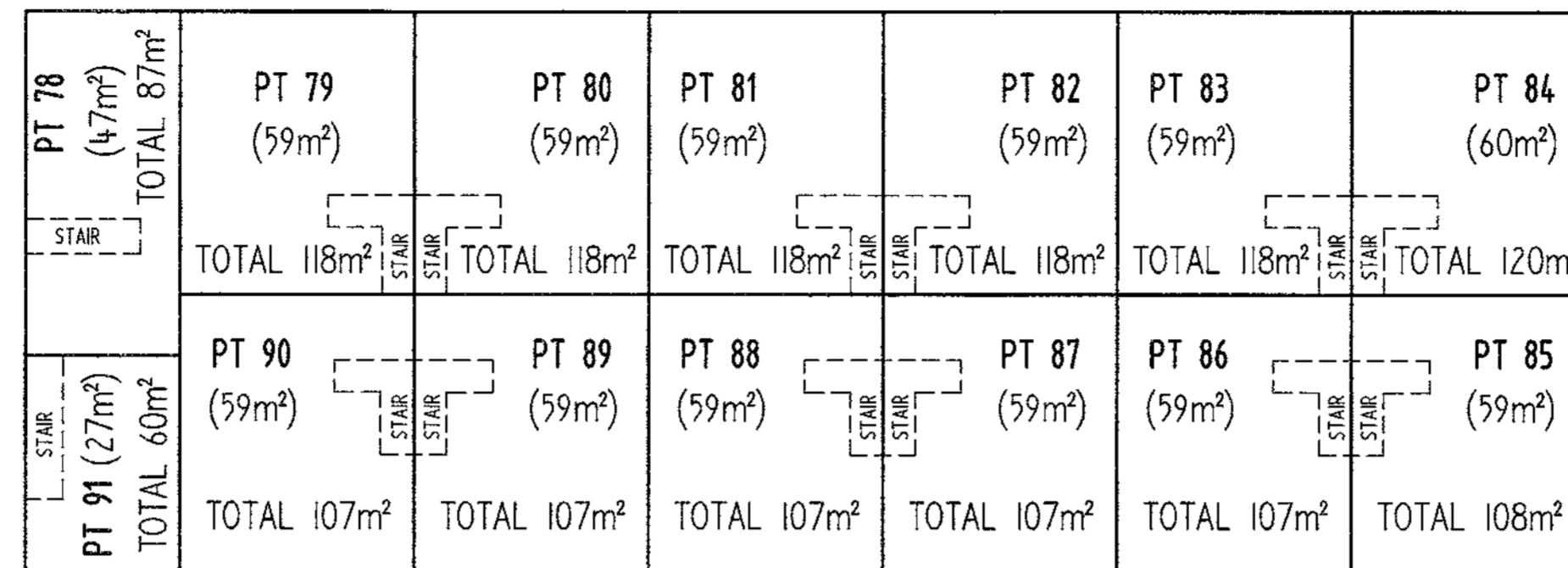
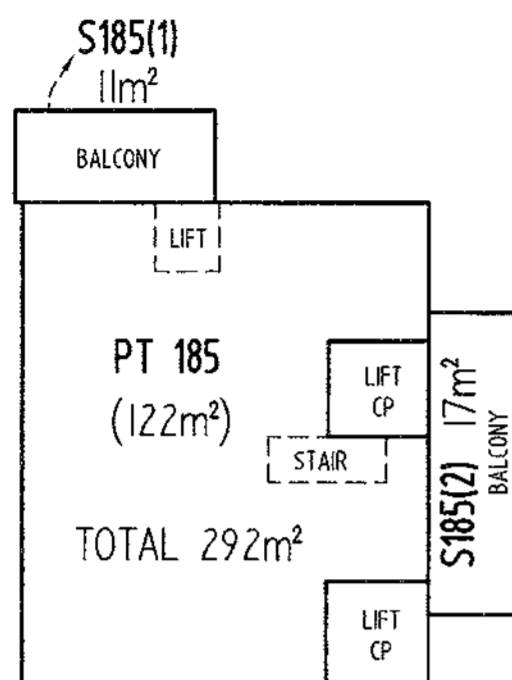
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STREET

FURZER

LAND

TERRITORY



FLOOR PLAN

Block
91-92

Section
8

Division
PHILLIP

FLOOR NUMBER
TENTH

[Signature]
BEN McALISTER

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SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN McALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696
Signature of Lessee

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Delegate of the
ACT Planning and Land Authority

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

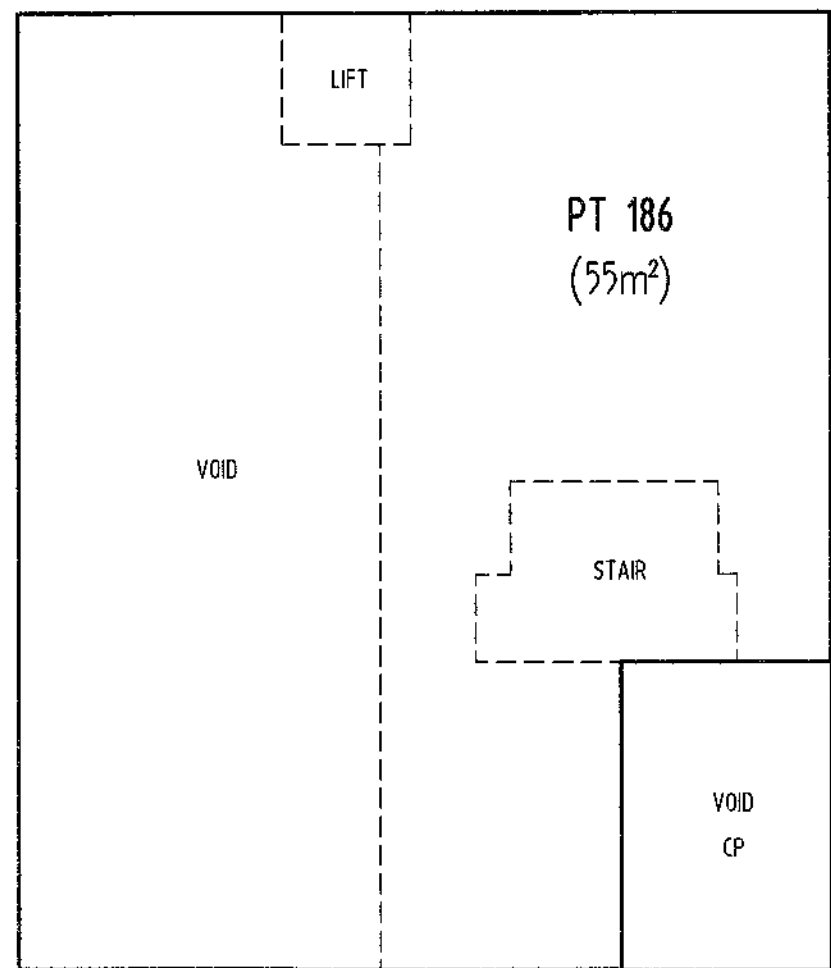
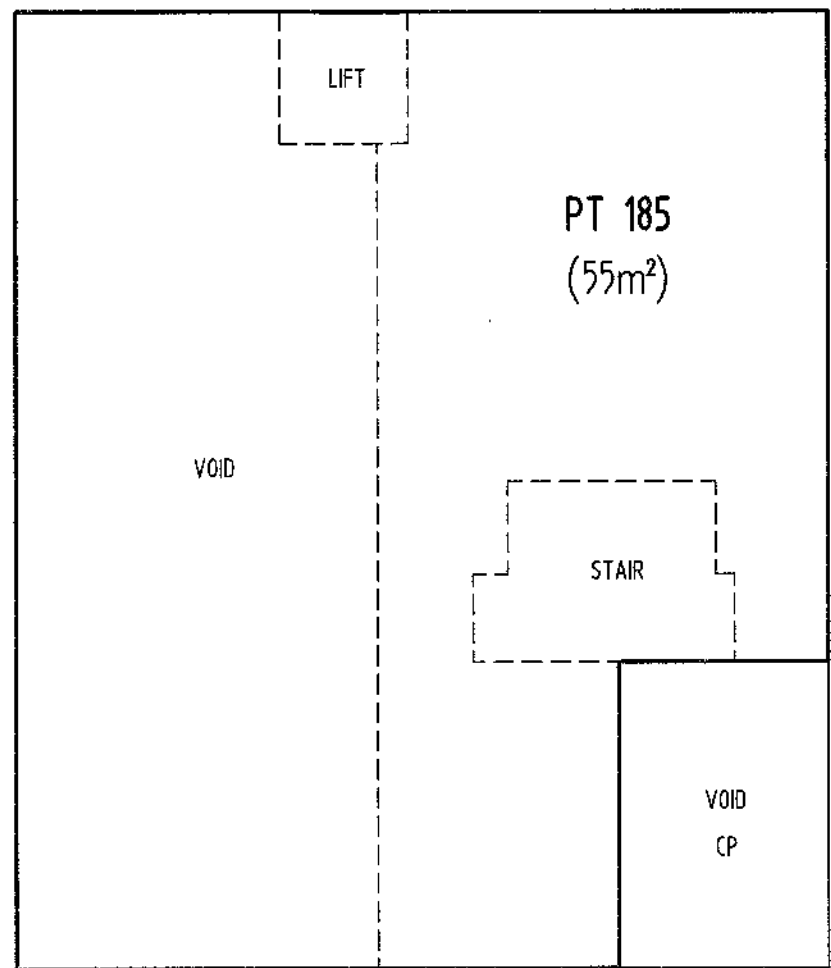
CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592



STREET

FURZER



FLOOR PLAN

Block	91-92
Section	8
Division	PHILLIP
FLOOR NUMBER	ELEVENTH

[Signature]

BEN MCALISTER

[Signature]

SANDRA MARY WADE

EXECUTED BY JURE INVESTMENTS
PTY LIMITED ACN 008 516 621
BY ITS ATTORNEYS SANDRA MARY WADE
AND BEN MCALISTER PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION NUMBER 0142696

Signature of Lessee

[Signature]

Delegate of the
ACT Planning and Land Authority

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

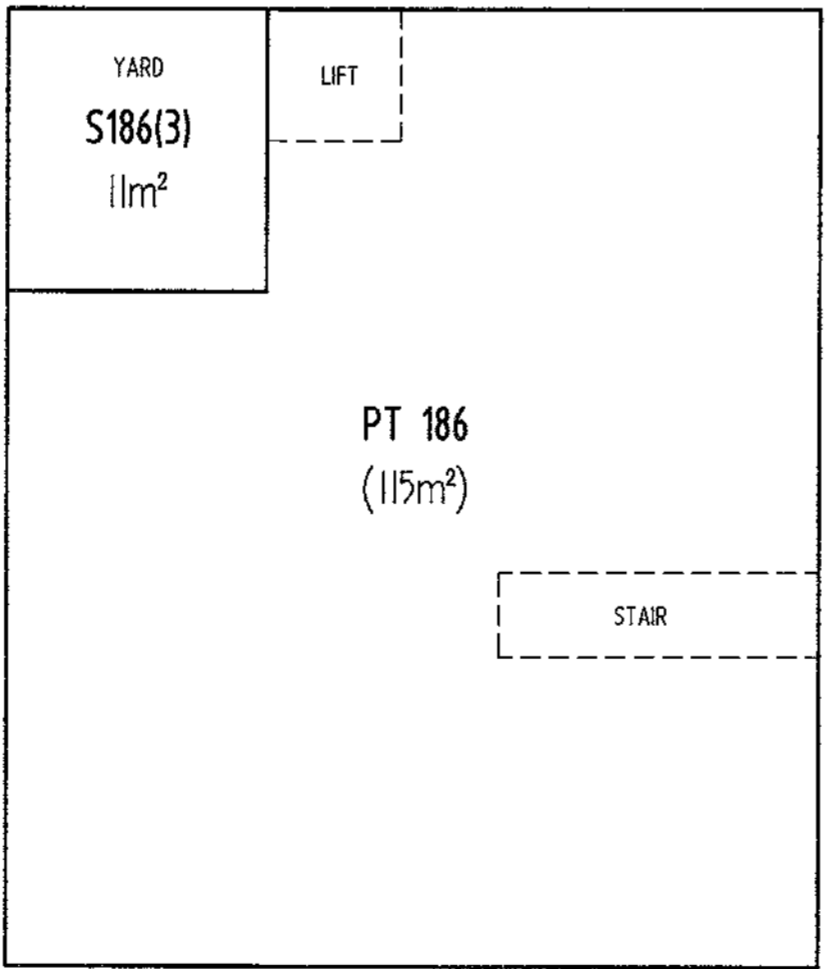
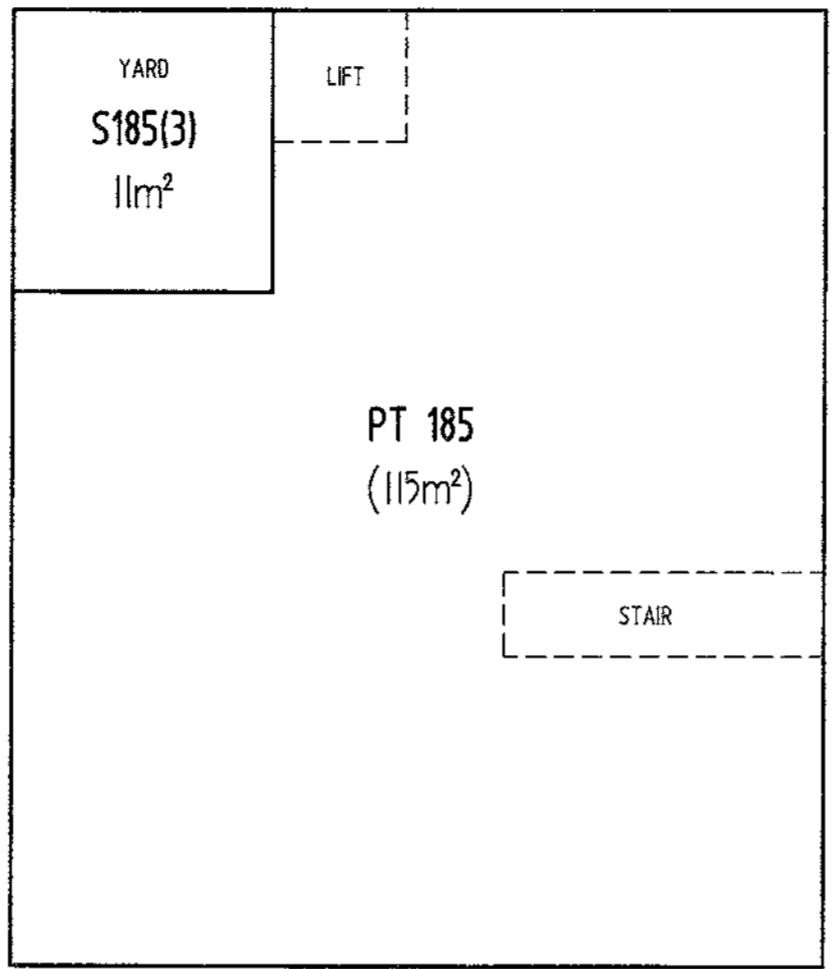
CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 12 FOR LEGEND

UNITS PLAN No.
12592



STREET

FURZER



Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 12592


Block 91 Section 8 Division of PHILLIP
and
Block 92 Section 8 Division of PHILLIP

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

- | | | |
|------------------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the second day of March Two thousand and ninety eight. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| GROSS FLOOR AREA | 3. | That the combined gross floor area of all buildings erected on the parcel of land shall not exceed 23,832 square metres; |
| | 4. | Each Lessee of each of the Units Nos 1 - 205 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |



- PURPOSE (c) (1) To use units 1 - 205 located on Block 91 Section 8 Division of Phillip for one or more of the following purposes:
- (i) community use LIMITED TO childcare centre;
 - (ii) drink establishment;
 - (ii) indoor recreation facility;
 - (iii) non retail commercial use;
 - (iv) residential use LIMITED TO multi-unit housing of not more than one hundred and eighty six (186) dwellings;
 - (vi) restaurant; and
 - (vii) shop;
- (2) To use the part of the premises being Block 92 Section 8 Phillip for a concrete awning;

PROVIDED ALWAYS THAT the maximum combined gross floor area used for drink establishment, indoor recreation facility, non retail commercial use, restaurant and shop shall not exceed 4,100 square metres;

AND FURTHER PROVIDED THAT the maximum combined gross floor area used for restaurant and shop does not exceed 1,200 square metres;

- NOISE MANAGEMENT PLAN (d) That the Lessee must, prior to the use of the premises for drink establishment, indoor recreation facility and restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority or its successor;

- UNIT SUBSIDIARY (e) Not to use any unit subsidiary to that unit as a habitation;

- SERVICE AREAS (f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;

- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (g) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

- BUILDING SUBJECT TO APPROVAL (h) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (i) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- RIGHT OF INSPECTION (k) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;
- RATES AND CHARGES (l) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;
- PRESERVATION OF TREES (m) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;

- (ii) to which the Tree Protection Act 2005, applies;
- MINERALS AND WATER (n) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.
5. The Commonwealth covenants with each of the Lessees of all the units as follows:
- QUIET ENJOYMENT That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.
6. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:
- TERMINATION (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach
- the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- ACCEPTANCE OF RENT (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 6(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 6(a);



- FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;
- EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

7. In this schedule unless the contrary intention appears:


- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (d) "child care centre" means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;

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- (e) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (f) “community use” means child care centre, community activity centre, community theatre, cultural facility, education establishment, health facility, hospital, place of worship, religious associated use;
- (g) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;
- (h) “drink establishment” means the use of the parcel of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;
- (i) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (j) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

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- (k) “finance establishment” means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (l) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (m) “indoor recreation facility” means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (n) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (o) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (p) “non-retail commercial use” means business agency, financial establishment, office, public agency;
- (q) “office” means the use of the parcel of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;


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- (r) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (s) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (t) “public agency” means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (u) “residential use” means caretaker’s residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing, supportive housing;
- (v) “restaurant” means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (w) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (x) “RL” (Reduced Level) means the vertical height in metres related to the Australian Height Datum;
- (y) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t’h);
- (z) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (aa) “unit subsidiaries” has the same meaning as in the Unit Titles Act 2001;
- (bb) words in the singular include the plural and vice versa;



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

Dated this seventh..... day of September.....2020.

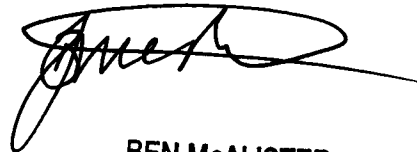

LYN TANKEY
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: **JURE INVESTMENTS PTY LTD ACN 008 516 621**

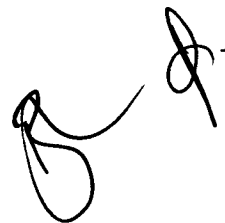
Executed by its attorneys **SANDRA
MARY WADE** and **BEN MCALISTER**
pursuant to Power of Attorney ACT
Registration number **0142696**



SANDRA MARY WADE



BEN McALISTER



Form 5

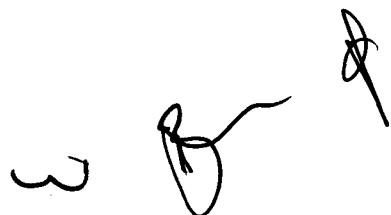
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 12592

Block 91 Section 8 Division of PHILLIP
and
Block 92 Section 8 Division of PHILLIP

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

1. The term of the lease expires on the second day of March Two thousand and ninety eight.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That the combined gross floor area of all buildings erected on the parcel of land shall not exceed 23,832 square metres;
4. The Owners - Units Plan No. 12592 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) That the Owners Corporation must call the buildings identified on the attached plan as follows:
 - (i) the building identified by forward hachure the 'Alexander Building';
 - (ii) the building identified by cross hachure the 'Albemarle Building';and



must not display, or allow to be displayed on the parcel of land or building, any sign or device which identifies the building by any name without the prior consent in writing of the Authority;

- (d) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (e) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings carparking, landscaping and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (f) except where necessary for compliance with Clause 4(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (g) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (h) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

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- (i) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (j) That the Owners Corporation shall not display or permit to be displayed on the premises any advertisement sign or hoarding without the previous consent in writing of the Territory;
 - (k) That the Owners Corporation shall maintain paving on the parcel of land to a standard acceptable to the Authority and any new paving must be in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (l) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
 - (m) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
 - (n) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (o) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;
 - (p) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may

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have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

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

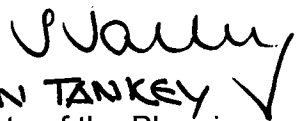
6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 12592 ';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and

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

Dated this seventh..... day of September.....2020.


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

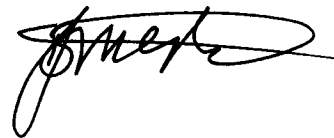
LESSEE: JURE INVESTMENTS PTY LTD 008 516 621

MARY

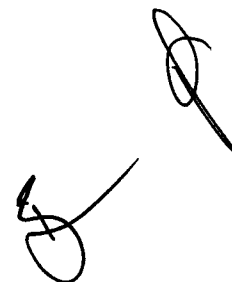
EXECUTED BY ITS ATTORNEYS SANDRA WADE
AND BEN MCALISTER PURSUANT TO POWER
OF ATTORNEY ACT REGISTRATION NUMBER 0142696

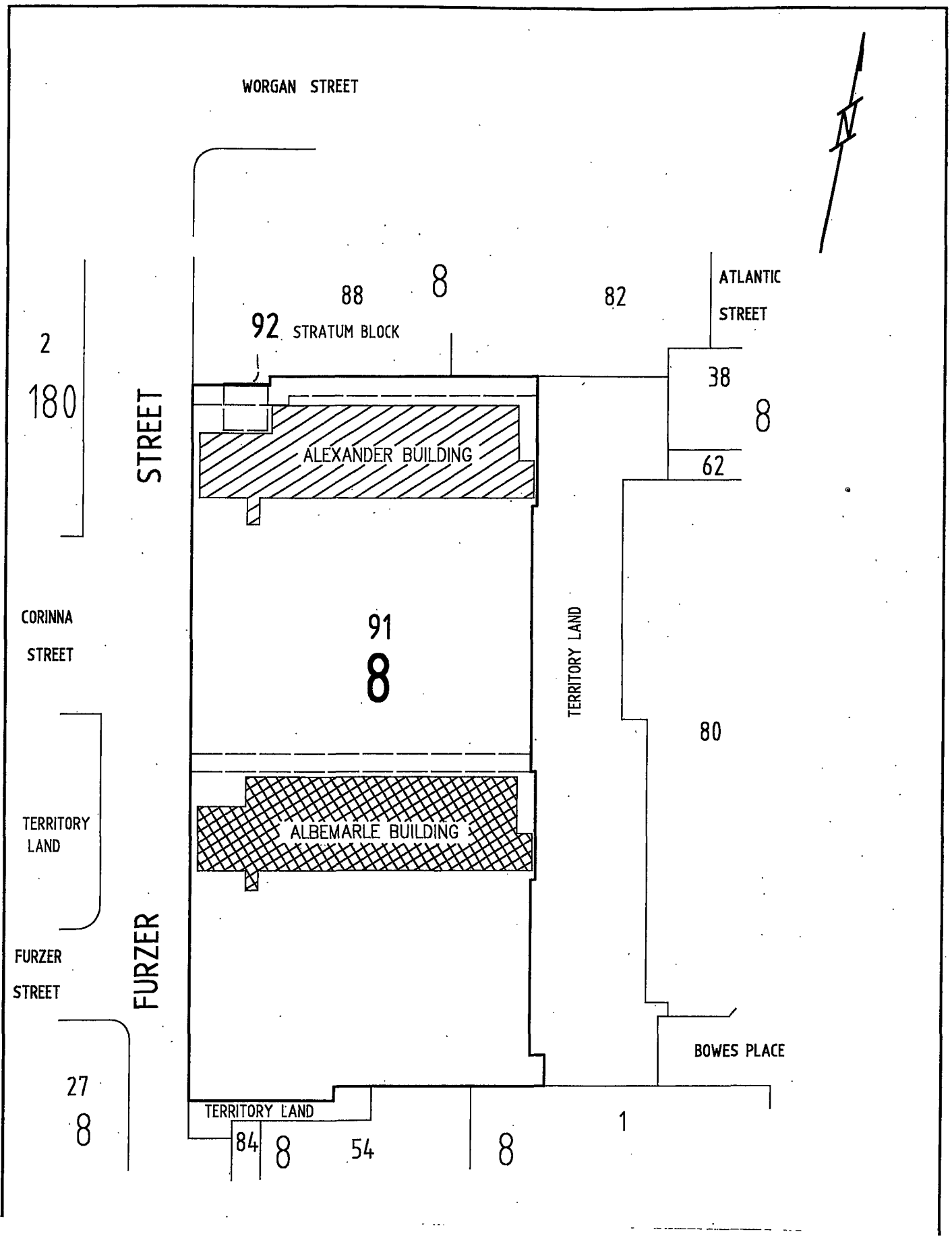


SANDRA MARY WADE



BEN MCALISTER





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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	48	Block	91	Section	8	Suburb	PHILLIP
-------------	-----------	--------------	-----------	----------------	----------	---------------	----------------

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

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

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

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 : Kylie Brown
E-mail Address : reception@kjblaw.com.au
Client Reference : AM: 62291

Date: 24-MAR-26 09:12:44



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LAND, PLANNING & BUILDING SERVICES
8 Darling Street
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PLANNING AND LEASE MANAGER (PaLM)
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INFORMATION ABOUT THE PROPERTY

PHILLIP Section 8/Block 91/Unit 48

Building Class: A

Area(m2): 10,100.9

Unimproved Value: \$8,980,000

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.

PHILLIP Section 8/Block 92/Unit 48

Building Class: A

Area(m2): 3.3

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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 LEASE CONVEYANCING ENQUIRY REPORT**

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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201936309 **Lodged** 24-OCT-19 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - To vary the Crown lease by adding child care centre as a permitted use.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	91-91	
Woden Valley	Phillip	8	92-92	

-- Involved Parties -----

Role	Name
Lessee	Jure Investments Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA201936309 **Lodged** 24-OCT-19 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - To vary the Crown lease by adding child care centre as a permitted use.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	91-91	
Woden Valley	Phillip	8	92-92	

-- Involved Parties -----

Role	Name
Lessee	Jure Investments Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA201834486 **Lodged** 17-OCT-18 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201834486. Amendment to the development application for proposal for 12 storey mixed use commercial and residential development - the amendment includes changes to basement car parking, storage units, electrical and services rooms arrangements. Other amendments include minor floor layout changes and rearrangement of car parking, ground floor and apartment units throughout both residential buildings, foyer update and external finishes. Please refer to the application form for complete list of amendments.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	49-49	
Woden Valley	Phillip	8	50-50	
Woden Valley	Phillip	8	51-51	
Woden Valley	Phillip	8	52-52	
Woden Valley	Phillip	8	77-77	
Woden Valley	Phillip	8	85-85	
Woden Valley	Phillip	8	91-92	
Woden Valley	Phillip	169	1-1	
Woden Valley	Phillip	170	1-1	
Woden Valley	Phillip	172	1-1	

-- Involved Parties -----

Role	Name
Lessee	Jure Investments Pty Ltd
Applicant	Canberra Town Planning Pty Ltd
Representor	Wvcc

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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LAND, PLANNING & BUILDING SERVICES
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PLANNING AND LEASE MANAGER (PaLM)
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Application DA201834486 **Lodged** 17-OCT-18 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201834486. Amendment to the development application for proposal for 12 storey mixed use commercial and residential development - the amendment includes changes to basement car parking, storage units, electrical and services rooms arrangements. Other amendments include minor floor layout changes and rearrangement of car parking, ground floor and apartment units throughout both residential buildings, foyer update and external finishes. Please refer to the application form for complete list of amendments.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	49-49	
Woden Valley	Phillip	8	50-50	
Woden Valley	Phillip	8	51-51	
Woden Valley	Phillip	8	52-52	
Woden Valley	Phillip	8	77-77	
Woden Valley	Phillip	8	85-85	
Woden Valley	Phillip	8	91-92	
Woden Valley	Phillip	169	1-1	
Woden Valley	Phillip	170	1-1	
Woden Valley	Phillip	172	1-1	

-- Involved Parties -----

Role	Name
Lessee	Jure Investments Pty Ltd
Applicant	Canberra Town Planning Pty Ltd
Representor	Wvcc

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA201017908 **Lodged** 31-MAY-10 **Type** See Subclass

-- Application Details -----

Description

Proposed amendments to DA 201017908 still under consideration- amendments include adjusting the development location 1200mm south, to enable greater access to the Alexander Building loading area.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	49-49	
Woden Valley	Phillip	8	50-50	
Woden Valley	Phillip	8	51-51	
Woden Valley	Phillip	8	52-52	
Woden Valley	Phillip	8	91-92	

-- Involved Parties -----

Role	Name
Lessee	Department Of Land & Property
Lessee	Jure Investments Pty Ltd
Applicant	Colliers International
Representor	Woden Valley Community Council

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA201017908 **Lodged** 31-MAY-10 **Type** See Subclass

-- Application Details -----

Description

Proposed amendments to DA 201017908 still under consideration- amendments include adjusting the development location 1200mm south, to enable greater access to the Alexander Building loading area.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	49-49	
Woden Valley	Phillip	8	50-50	
Woden Valley	Phillip	8	51-51	
Woden Valley	Phillip	8	52-52	
Woden Valley	Phillip	8	91-92	

-- Involved Parties -----

Role	Name
Lessee	Department Of Land & Property
Lessee	Jure Investments Pty Ltd
Applicant	Colliers International
Representor	Woden Valley Community Council

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA998511 **Lodged** 18-NOV-99 **Type** Non-residential

-- Application Details -----

Description

External canopies and signage to Alexander and Albemarle buildings entries. Upgrade of reception areas and lift lobbies. Upgrade external paving

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	48-52	
Woden Valley	Phillip	8	83-83	
Woden Valley	Phillip	8	91-92	

-- Involved Parties -----

Role	Name
Lessee	Marlin Woden Properties P/L
Applicant	Robert Peck Von Hartel
Contact	Van Kampen

-- Activities -----

Activity Name	Status
Da - (Dap)	Approval Conditional

Application DA998511 **Lodged** 18-NOV-99 **Type** Non-residential

-- Application Details -----

Description

External canopies and signage to Alexander and Albemarle buildings entries. Upgrade of reception areas and lift lobbies. Upgrade external paving

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	48-52	
Woden Valley	Phillip	8	83-83	
Woden Valley	Phillip	8	91-92	

-- Involved Parties -----

Role	Name
Lessee	Marlin Woden Properties P/L
Applicant	Robert Peck Von Hartel
Contact	Van Kampen

-- Activities -----

Activity Name	Status
Da - (Dap)	Approval Conditional



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

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Application DA994063 **Lodged** 30-JUN-99 **Type** Non-residential

-- Application Details -----

Description

ALBEMARLE BUILDING - Remove and replace trees and redevelop seating and paving.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	52-52	
Woden Valley	Phillip	8	91-92	

-- Involved Parties -----

Role	Name
Applicant	Honeywell Australia Ltd
Lessee	Marlin Woden Properties P/L
Contact	Charlton
Objector	Act For Trees Incorporated
Objector	Petherbridge
Objector	Robert Boden & Associates
Objector	Harrison
Objector	Smith
Objector	Woods
Objector	Mungoven

-- Activities -----

Activity Name	Status
Da - Public Notification (Dap)	Refused
Aat - Appeal	Approval Conditional



**ACCESS CANBERRA
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 LEASE CONVEYANCING ENQUIRY REPORT**

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Application DA994063 **Lodged** 30-JUN-99 **Type** Non-residential

-- Application Details -----

Description

ALBEMARLE BUILDING - Remove and replace trees and redevelop seating and paving.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	52-52	
Woden Valley	Phillip	8	91-92	

-- Involved Parties -----

Role	Name
Applicant	Honeywell Australia Ltd
Lessee	Marlin Woden Properties P/L
Contact	Charlton
Objector	Act For Trees Incorporated
Objector	Petherbridge
Objector	Robert Boden & Associates
Objector	Harrison
Objector	Smith
Objector	Woods
Objector	Mungoven

-- Activities -----

Activity Name	Status
Da - Public Notification (Dap)	Refused
Aat - Appeal	Approval Conditional



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Application DA993124 **Lodged** 21-MAY-99 **Type** Non-residential

-- Application Details -----

Description

Remove and replace trees, and redevelop seating and paving

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	52-52	
Woden Valley	Phillip	8	91-92	

-- Involved Parties -----

Role	Name
Applicant	Honeywell Australia Ltd
Contact	Kent
Lessee	Marlin Woden Properties P/L

-- Activities -----

Activity Name	Status
Da - Public Notification (Dap)	Withdrawn

Application DA993124 **Lodged** 21-MAY-99 **Type** Non-residential

-- Application Details -----

Description

Remove and replace trees, and redevelop seating and paving

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	52-52	
Woden Valley	Phillip	8	91-92	

-- Involved Parties -----

Role	Name
Applicant	Honeywell Australia Ltd
Contact	Kent
Lessee	Marlin Woden Properties P/L

-- Activities -----

Activity Name	Status
Da - Public Notification (Dap)	Withdrawn



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA990509 **Lodged** 09-FEB-99 **Type** Non-residential

-- Application Details -----

Description

Install conduits for fibre optic and voice links between
 - MLC Centre and CBA Bank House
 - MLC Centre and 10 Corrina street
 - MLC Centre and GIO house

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	1-64	
Woden Valley	Phillip	8	82-82	
Woden Valley	Phillip	8	83-83	
Woden Valley	Phillip	8	84-85	
Woden Valley	Phillip	8	91-92	
Woden Valley	Phillip	8	93-93	

-- Involved Parties -----

Role	Name
Applicant	Bob Ryan Electrical Pty Ltd
Contact	Ryan
Lessee	Roads And Traffic

-- Activities -----

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



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA990509 **Lodged** 09-FEB-99 **Type** Non-residential

-- Application Details -----

Description

Install conduits for fibre optic and voice links between
 - MLC Centre and CBA Bank House
 - MLC Centre and 10 Corrina street
 - MLC Centre and GIO house

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	8	1-64	
Woden Valley	Phillip	8	82-82	
Woden Valley	Phillip	8	83-83	
Woden Valley	Phillip	8	84-85	
Woden Valley	Phillip	8	91-92	
Woden Valley	Phillip	8	93-93	

-- Involved Parties -----

Role	Name
Applicant	Bob Ryan Electrical Pty Ltd
Contact	Ryan
Lessee	Roads And Traffic

-- Activities -----

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

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
180	9	202644955	PLANNING ACT 2023 - PROPOSAL FOR SUBDIVISION AND LEASE VARIATION - Lease variation to increase the number of approved dwellings by 189 and subdivision of the block into two new blocks and allocation	Active	



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180 9 of approved easements.

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

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

URBAN FOREST ACT 2023

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

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

Unit Titles (Management) Sale Certificate Determination 2024

Unit Title Sale Certificate

Unit Titles (Management) Act 2011

Units Plan No. 12592

Unit no: 48

Unit entitlement: 46 Total unit entitlement: 10000

Unit owner/eligible person: Josef M Manalo/

1. EXECUTIVE COMMITTEE

The Executive Committee's name and contact details are

Chairperson	Thomas Lindfield A & A, 104/35 Furzer Street, PHILLIP ACT 2606
Secretary	Nancye Burkevics A & A, 702/45 Furzer Street, PHILLIP ACT 2606
Treasurer	Shaun Jeffrey PO Box 44, GARRANWODEN ACT 2606
Member	Tim Kinsela A & A, G11/35 Furzer Street, PHILLIP ACT 2606
Member	Margot Andrew A & A, 702/35 Furzer Street, PHILLIP ACT 2606
Member	Brett Thomson A & A, 816/35 Furzer Street, PHILLIP ACT 2606

2. MANAGEMENT

Does the Owners Corporation have a Managing Agent?

YES/NO

Yes, Agent's name and address:

Grady Strata
Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

02 6251 1214

office@gradystrata.com.au

3. BOOKS & RECORDS

The Owners Corporation's books, records and corporate register may be inspected at:

Unit G2 / 65 Canberra Avenue
KINGSTON ACT 2604

4. INSURANCE

Policy No.	HU000605122	Chu Underwriters
	9	
Type:	Building	Broker: Honan Insurance Group Pty Ltd PO Box R1782, ROYAL EXCHANGE NSW 1225
Premium:	\$110,039.89	Paid on: 06/02/2026 Policy start date: 14/02/2026 Next due: 14/02/2027
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Catastrophe	\$16,313,250.00	\$5,000.00
Common Property	\$1,087,550.00	\$10,000.00
Building	\$108,755,000.00	\$5,000.00
Legal Expenses	\$50,000.00	\$1,000.00
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00
Office Bearers Liability	\$1,000,000.00	\$0.00
Fidelity Guarantee	\$250,000.00	\$0.00
Govt. Audit Costs	\$25,000.00	\$0.00

4.1 A copy of the Certificate of Currency is attached.

4.2 A copy of the current insurance valuation report is attached (if available)

5. CONTRIBUTIONS

5.1 When does the current financial year for contributions begin? 01 Sep 2025

5.2 Contributions due from this unit for the current financial year:
Annual – \$7,827.20

Administrative (General) Fund instalments (as determined under S78):

Total amount last determined with respect to the lot			\$5,261.00
Number of instalments payable (if contributions payable by instalments)			4
Amount and due date of each instalment			
Quarterly Admin/Sinking Levy 09/09/2025 - 08/12/2025	01 Dec 2025		\$1,315.25
Quarterly Admin/Sinking Levy 09/12/2025 - 08/03/2026	01 Feb 2026		\$1,315.25
Quarterly Admin/Sinking Levy 09/03/2026 - 08/06/2026	01 May 2026		\$1,315.25
Quarterly Admin/Sinking Levy 09/06/2026 - 08/09/2026	01 Aug 2026		\$1,315.25
Amount owing			\$0.00
Interest owing			\$0.00
Total amount owing			\$0.00
Discount applicable for early payment			0.00%

5.3 Sinking Fund instalments (as determined under S89)

Total amount last determined with respect to the lot			\$2,566.20
Number of instalments payable (if contributions payable by instalments)			4
Amount and due date of each instalment			
Quarterly Admin/Sinking Levy 09/09/2025 - 08/12/2025	01 Dec 2025		\$641.55
Quarterly Admin/Sinking Levy 09/12/2025 - 08/03/2026	01 Feb 2026		\$641.55
Quarterly Admin/Sinking Levy 09/03/2026 - 08/06/2026	01 May 2026		\$641.55
Quarterly Admin/Sinking Levy 09/06/2026 - 08/09/2026	01 Aug 2026		\$641.55
Amount owing			\$0.00
Interest owing			\$0.00

Total amount owing \$0.00
Discount applicable for early payment 0.00%

Special levies:
None

Balance of Funds Special Purpose Fund \$0.00

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate – \$0.00

5.5 Are there any other outstanding debts owing on this unit? Details as follows:

Details of other debts	Due Date	Amount Due	Amount Outstanding
		\$	\$
		\$	\$
		\$	\$

5.6 Total outstanding contributions and debts as at the date of this Certificate – \$0.00

6. BALANCE OF FUNDS

The balance of funds held for the Owners Corporation at the date of this certificate:

The Balance Sheet for the Corporation at the date of this certificate is attached.

7. SINKING FUND PLAN

A copy of the current approved sinking fund plan is attached

8. DEVELOPER CONTROL PERIOD

The developer control period has expired.

9. SUSTAINABILITY INFRASTRUCTURE

The corporation has not installed sustainability infrastructure.

10. SERVICE CONTRACTORS

Service Contractors appointed by the Owners Corporation:

Contractor Name	Creditor Type	Frequency
-----------------	---------------	-----------

11. PLANNING AND LAND AUTHORITY – CROWN LEASE EXTENSION

The Owners Corporation has/has not applied to the Planning and Land Authority for an extension of the crown lease.

12. IS THERE A REGULATED SWIMMING POOL ON COMMON PROPERTY?

YES

If Yes, attach a copy of the Swimming Pool Disclosure Statement.

13. ARE ANY UTILITIES WITHIN THE BUILDING PART OF AN EMBEDDED NETWORK?

NO

14. HAS THE OWNERS CORPORATION BORROWED FUNDS? NO

15. MINUTES OF MEETINGS OF OWNERS CORPORATION AND EXECUTIVE COMMITTEE

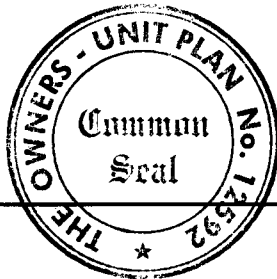
A copy of the Minutes of Meetings is attached.

The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

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: 24 March 2026

The Common Seal of
The Owners - Units Plan No .12592
was hereunto affixed in
the presence of




Signature



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	HU0006051229
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/02/2026 to 14/02/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.12592
Situation	35-45 FURZER STREET PHILLIP ACT 2606

Sections

Section 1 – Insured Property

Building: \$108,755,000
Common Area Contents: \$1,087,550
Loss of Rent & Temporary Accommodation (total payable): \$16,313,250
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$16,313,250
Extended Cover - Loss of Rent & Temporary Accommodation: \$2,446,987
Escalation in Cost of Temporary Accommodation: \$815,662
Cost of Removal, Storage and Evacuation: \$815,662
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$50,000,000

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 included.

Date Printed

05/02/2026

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.

Statement of Financial Position

As at 28/02/2026

The Owners of Units Plan 12592

A&A, 35-45 Furzer Street, PHILLIP ACT 2606

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	35,967.45
Owners Equity--Admin	294,586.64
	330,554.09
Sinking Fund	
Operating Surplus/Deficit--Sinking	252,770.34
Owners Equity--Sinking	531,615.61
	784,385.95
Net owners' funds	\$1,114,940.04
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	321,630.60
Receivable--Levies--Admin	21,944.30
Receivable--Owners--Admin	1,866.90
	345,441.80
Sinking Fund	
Cash at Bank--Sinking	799,813.66
Receivable--Levies--Sinking	10,671.93
	810,485.59
Unallocated Money	
Cash at Bank--Unallocated	55.00
	55.00
<i>Total assets</i>	1,155,982.39
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	13,997.41
Creditors--Other--Admin	(416.18)
Prepaid Levies--Admin	1,306.48
	14,887.71
Sinking Fund	
Creditor--GST--Sinking	25,462.36
Prepaid Levies--Sinking	637.28
	26,099.64
Unallocated Money	
Prepaid Levies--Unallocated	55.00
	55.00
<i>Total liabilities</i>	41,042.35
Net assets	\$1,114,940.04

Sinking Fund Plan

A&A

35-45 Furzer Street, Phillip, ACT 2606

Scheme Number: 12592



COMPILED BY SIMON VINCENT

**On 22 January 2021 for the
15 Years Commencing: 1 September 2021
QIA Job Reference Number: 158282**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

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ABN 27 116 106 453

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INTRODUCTION

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

LOCATION

35-45 Furzer Street, Phillip, ACT 2606

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set (GST incl) is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	\$12.30

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

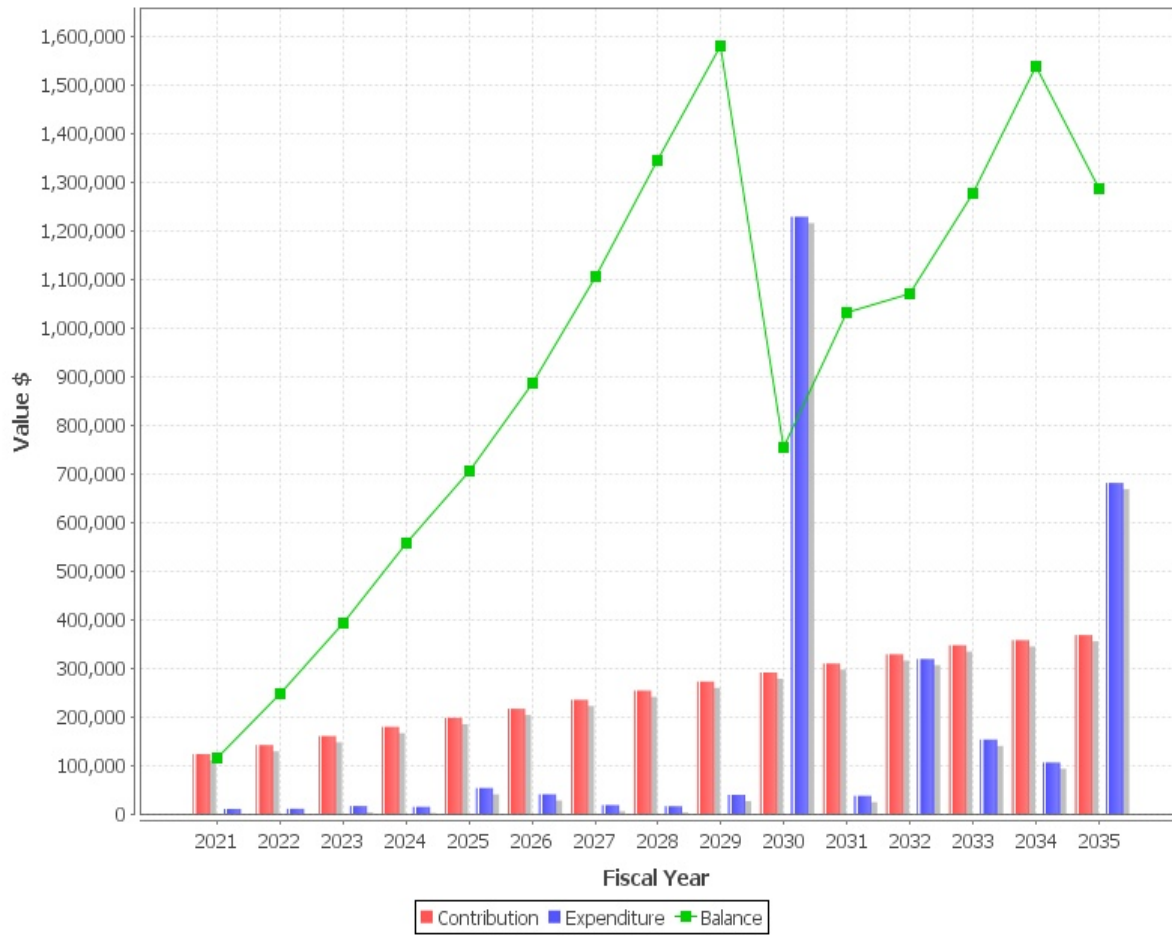
An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the **Financial Summary Table** in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income							Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST	Contribution per Entitlement Inc GST	Input Tax Credits	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/09/2021	\$0	\$111,818	\$11,182	\$123,000	\$11.18	\$1.12	\$12.30	\$932	\$10,250	\$113,682
2	01/09/2022	\$113,682	\$128,788	\$12,879	\$141,667	\$12.88	\$1.29	\$14.17	\$960	\$10,558	\$245,751
3	01/09/2023	\$245,751	\$145,758	\$14,576	\$160,334	\$14.58	\$1.46	\$16.03	\$1,453	\$15,983	\$391,555
4	01/09/2024	\$391,555	\$162,728	\$16,273	\$179,001	\$16.27	\$1.63	\$17.90	\$1,333	\$14,667	\$557,222
5	01/09/2025	\$557,222	\$179,698	\$17,970	\$197,668	\$17.97	\$1.80	\$19.77	\$4,828	\$53,108	\$706,609
6	01/09/2026	\$706,609	\$196,668	\$19,667	\$216,335	\$19.67	\$1.97	\$21.63	\$3,677	\$40,451	\$886,171
7	01/09/2027	\$886,171	\$213,638	\$21,364	\$235,002	\$21.36	\$2.14	\$23.50	\$1,658	\$18,233	\$1,104,598
8	01/09/2028	\$1,104,598	\$230,608	\$23,061	\$253,669	\$23.06	\$2.31	\$25.37	\$1,448	\$15,930	\$1,343,785
9	01/09/2029	\$1,343,785	\$247,578	\$24,758	\$272,336	\$24.76	\$2.48	\$27.23	\$3,566	\$39,230	\$1,580,458
10	01/09/2030	\$1,580,458	\$264,548	\$26,455	\$291,003	\$26.45	\$2.65	\$29.10	\$111,711	\$1,228,817	\$754,355
11	01/09/2031	\$754,355	\$281,518	\$28,152	\$309,670	\$28.15	\$2.82	\$30.97	\$3,365	\$37,020	\$1,030,371
12	01/09/2032	\$1,030,371	\$298,488	\$29,849	\$328,337	\$29.85	\$2.98	\$32.83	\$28,975	\$318,725	\$1,068,957
13	01/09/2033	\$1,068,957	\$315,458	\$31,546	\$347,004	\$31.55	\$3.15	\$34.70	\$13,892	\$152,808	\$1,277,045
14	01/09/2034	\$1,277,045	\$324,922	\$32,492	\$357,414	\$32.49	\$3.25	\$35.74	\$9,626	\$105,882	\$1,538,203
15	01/09/2035	\$1,538,203	\$334,670	\$33,467	\$368,137	\$33.47	\$3.35	\$36.81	\$61,924	\$681,160	\$1,287,103

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

September 2021		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$10,250
<u>Total Forecast Expenditure for year - September 2021 (Inc GST):</u>		<u>\$10,250</u>
Includes GST amount of :		\$932
September 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$10,558
<u>Total Forecast Expenditure for year - September 2022 (Inc GST):</u>		<u>\$10,558</u>
Includes GST amount of :		\$960
September 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$10,874
FIRE PROTECTION SYSTEMS		
- Install/Replace sensors/exit signage/emergency lighting		\$4,087
SWIMMING POOL/RECREATION AREA		
- Provision for ongoing replacement of pool pumps		\$1,022
<u>Total Forecast Expenditure for year - September 2023 (Inc GST):</u>		<u>\$15,983</u>
Includes GST amount of :		\$1,453
September 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$11,201

FURNITURE & FITTINGS

- Provision to upgrade swipe/card readers	\$867
---	-------

LANDSCAPING

- Maintain garden bed watering pipework/fixings	\$1,238
---	---------

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$1,052
---	---------

- Replace pool cartridge filters in 4 years	\$310
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<u>Total Forecast Expenditure for year - September 2024 (Inc GST):</u>	<u>\$14,667</u>
--	-----------------

Includes GST amount of :	\$1,333
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September 2025

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$11,537
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LANDSCAPING

- Provision for landscaping allowance	\$25,504
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$14,155
--	----------

SWIMMING POOL/RECREATION AREA

- Replace water chlorinator in 5 years	\$1,913
--	---------

<u>Total Forecast Expenditure for year - September 2025 (Inc GST):</u>	<u>\$53,108</u>
--	-----------------

Includes GST amount of :	\$4,828
--------------------------	---------

September 2026

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$11,883
---------------------------------	----------

BASEMENT

- Replace garage door motors in 6 years	\$13,135
---	----------

FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment	\$3,284
--	---------

LANDSCAPING

- Provision to replace pumps/controllers	\$6,567
--	---------

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting	\$4,466
---	---------

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$1,116
---	---------

<u>Total Forecast Expenditure for year - September 2026 (Inc GST):</u>	<u>\$40,451</u>
--	-----------------

Includes GST amount of :	\$3,677
--------------------------	---------

September 2027	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$12,239
---------------------------------	----------

BASEMENT

- Repaint line marking	\$4,167
------------------------	---------

WASHROOMS

- Maintain fixtures/fittings	\$676
------------------------------	-------

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$1,150
---	---------

<u>Total Forecast Expenditure for year - September 2027 (Inc GST):</u>	<u>\$18,233</u>
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Includes GST amount of :	\$1,658
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September 2028	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$12,607
---------------------------------	----------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$606
- Provision to upgrade swipe/card readers \$975

LANDSCAPING

- Maintain garden bed watering pipework/fixings \$1,393

SWIMMING POOL/RECREATION AREA

- Replace pool cartridge filters in 4 years \$348

Total Forecast Expenditure for year - September 2028 (Inc GST): \$15,930

Includes GST amount of : \$1,448

September 2029

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$2,368
- Capital Replacement - General \$12,985

FURNITURE & FITTINGS

- Provision to replace door closers \$944

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting \$4,880

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps \$1,220
- Replace pool heater in 9 years \$6,602
- Maintain pool concourse \$10,230

Total Forecast Expenditure for year - September 2029 (Inc GST): \$39,230

Includes GST amount of : \$3,566

September 2030	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings	\$726,145
- Scaffold/access equip allowance	\$162,614
- Repaint door face	\$5,913
- Capital Replacement - General	\$13,374
BASEMENT	
- Repaint bollards	\$1,183
- Repaint door face	\$2,365
ENTRY FOYER	
- Repaint walls	\$2,957
- Repaint ceiling	\$1,774
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$643
LANDSCAPING	
- Provision for landscaping allowance	\$29,566
WASHROOMS	
- Repaint walls/ceilings	\$5,913
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$16,409
- Provision to replace pressure vessels	\$2,957
LOBBIES	
- Repaint walls	\$153,005
- Repaint ceiling	\$60,611
- Repaint door face	\$28,679

STAIRWELL

- Repaint door face \$11,235

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps \$1,257

- Replace water chlorinator in 5 years \$2,217

Total Forecast Expenditure for year - September 2030 (Inc
GST): \$1,228,817

Includes GST amount of : \$111,711

September 2031

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings \$2,512

- Capital Replacement - General \$13,775

ENTRY FOYER

- Maintain tiles \$799

EXTERNAL WORKS

- Ongoing partial maintenance of walkways \$6,783

FURNITURE & FITTINGS

- Provision to replace door closers \$1,002

WASHROOMS

- Maintain tiles \$1,466

LOBBIES

- Maintain tiles \$2,398

ROOF

- Provision to replace rooftop exhaust fans \$8,283

Total Forecast Expenditure for year - September 2031 (Inc
GST): \$37,020

Includes GST amount of : \$3,365

September 2032	Expense Inc GST
SUPERSTRUCTURE	
- Maintain common pipework	\$5,646
- Capital Replacement - General	\$14,189
BASEMENT	
- Replace garage door motors in 6 years	\$15,683
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$682
- Provision to upgrade swipe/card readers	\$1,098
- Provision to upgrade security cameras & associated equipment	\$3,921
LANDSCAPING	
- Maintain garden bed watering pipework/fixings	\$1,568
- Provision to replace pumps/controllers	\$7,842
FIRE PROTECTION SYSTEMS	
- Install/Replace sensors/exit signage/emergency lighting	\$5,332
LOBBIES	
- Replace carpet/floor covering in 12 years	\$183,182
ROOF	
- Maintain metal roof fixings/flashings	\$7,842
- Provision to replace down pipes in 30 years (partial accrual)	\$15,801
- Provision to replace rooftop exhaust fans	\$8,532
SWIMMING POOL/RECREATION AREA	
- Provision for ongoing replacement of pool pumps	\$1,333
- Replace pool filters in 12 years	\$3,137
- Maintain pool concourse	\$11,179

- Replace pool cartridge filters in 4 years	\$392
- Replace synthetic grass in 12 years	\$31,367
<u>Total Forecast Expenditure for year - September 2032 (Inc GST):</u>	<u>\$318,725</u>
Includes GST amount of :	\$28,975

September 2033	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$2,665
- Capital Replacement - General	\$14,614

FENCING

- Provision to replace powder coated baluster fencing in 28 years (partial accrual)	\$10,500
---	----------

FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment	\$110,654
- Provision to replace door closers	\$1,063

ROOF

- Provision to replace rooftop exhaust fans	\$8,788
---	---------

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$1,373
- Provision to replace pool fence in 28 years (partial accrual)	\$3,150

<u>Total Forecast Expenditure for year - September 2033 (Inc GST):</u>	<u>\$152,808</u>
--	------------------

Includes GST amount of :	\$13,892
--------------------------	----------

September 2034	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$15,053
---------------------------------	----------

BASEMENT

- Repaint line marking	\$5,125
- Provision to replace garage doors in 30 years (partial accrual)	\$7,986

DRIVEWAY

- Maintain driveway 3% of total	\$9,347
---------------------------------	---------

ENTRY FOYER

- Maintain tiles	\$874
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EXTERNAL WORKS

- Ongoing partial maintenance of walkways	\$7,412
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$724
--	-------

WASHROOMS

- Maintain fixtures/fitings	\$832
- Maintain tiles	\$1,601

LOBBIES

- Maintain tiles	\$2,621
------------------	---------

ROOF

- Maintain membrane	\$45,257
- Provision to replace rooftop exhaust fans	\$9,051

Total Forecast Expenditure for year - September 2034 (Inc GST): **\$105,882**

Includes GST amount of : **\$9,626**

September 2035	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Provision to replace external door/frame	\$3,085
- Provision to replace balustrade/handrail fixings	\$2,828

- Capital Replacement - General	\$15,504
---------------------------------	----------

BASEMENT

- Replace exhaust/supply fan in 15 years	\$5,998
--	---------

- Maintain/repair main garage door running gear	\$8,226
---	---------

EXTERNAL WORKS

- Provision to replace individual roller doors	\$8,569
--	---------

FURNITURE & FITTINGS

- Provision to replace mail boxes in 30 years (partial accrual)	\$16,452
---	----------

- Provision to replace door closers	\$1,128
-------------------------------------	---------

LANDSCAPING

- Provision for garden bed membrane replacement	\$82,261
---	----------

- Provision for landscaping allowance	\$34,275
---------------------------------------	----------

WASHROOMS

- Provision to replace toilet and basin	\$4,355
---	---------

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$5,655
--	---------

- Provision to replace portable fire extinguishers	\$19,023
--	----------

- Install/Replace sensors/exit signage/emergency lighting	\$5,827
---	---------

ROOF

- Provision to replace guttering in 30 years (partial accrual)	\$8,997
--	---------

- Provision to replace rooftop exhaust fans	\$9,323
---	---------

SWIMMING POOL/RECREATION AREA

- Provision for ongoing replacement of pool pumps	\$1,457
---	---------

- Replace water chlorinator in 5 years	\$2,571
--	---------

- Maintain pool concourse	\$12,216
---------------------------	----------

PLANT & EQUIPMENT

- Provision for mechanical upgrade of lifts in 25 years (partial accrual)	\$356,292
- Provision to replace service elevators in 20 years (partial accrual)	\$77,119
<u>Total Forecast Expenditure for year - September 2035 (Inc GST):</u>	<u>\$681,160</u>
Includes GST amount of :	\$61,924

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint buildings	\$491,200	2030	10										726145					
- Scaffold/access equip allowance	\$110,000	2030	10										162614					
- Repaint door face	\$4,000	2030	10										5913					
- Provision to replace external door/frame	\$1,800	2035	15															3085
- Provision to replace balustrade/handrail fixings	\$1,650	2029	2									2368		2512		2665		2828
- Maintain common pipework	\$3,600	2032	5												5646			
- Capital Replacement - General	\$9,047	2021	0	10250	10558	10874	11201	11537	11883	12239	12607	12985	13374	13775	14189	14614	15053	15504
BASEMENT																		
- Replace exhaust/supply fan in 15 years	\$3,500	2035	15															5998
- Repaint line marking	\$3,080	2027	7							4167							5125	
- Repaint bollards	\$800	2030	10										1183					
- Repaint door face	\$1,600	2030	10										2365					
- Provision to replace garage doors in 30 years (partial accrual)	\$4,800	2034	4														7986	
- Maintain/repair main garage door running gear	\$4,800	2035	15															8226
- Replace garage door motors in 6 years	\$10,000	2026	6						13135						15683			
DRIVEWAY																		
- Maintain driveway 3% of total	\$5,618	2034	4														9347	
ENTRY FOYER																		
- Repaint walls	\$2,000	2030	10										2957					
- Repaint ceiling	\$1,200	2030	10										1774					
- Maintain tiles	\$525	2031	3											799			874	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
EXTERNAL WORKS																		
- Provision to replace individual roller doors	\$5,000	2035	5															8569
- Ongoing partial maintenance of walkways	\$4,455	2031	3											6783			7412	
FENCING																		
- Provision to replace powder coated baluster fencing in 28 years (partial accrual)	\$6,500	2033	5													10500		
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 30 years (partial accrual)	\$9,600	2035	5															16452
- Ongoing partial replacement of exterior lighting	\$435	2028	2								606		643		682		724	
- Provision to upgrade swipe/card readers	\$700	2024	4				867				975				1098			
- Provision to upgrade security cameras & associated equipment	\$2,500	2026	6						3284						3921			
- Provision to upgrade intercom systems & associated equipment	\$68,500	2033	13													110654		
- Provision to replace door closers	\$658	2029	2									944		1002		1063		1128
LANDSCAPING																		
- Provision for garden bed membrane replacement	\$48,000	2035	15															82261
- Provision for landscaping allowance	\$20,000	2025	5					25504					29566					34275
- Maintain garden bed watering pipework/fixings	\$1,000	2024	4				1238				1393				1568			
- Provision to replace pumps/controllers	\$5,000	2026	6						6567						7842			
WASHROOMS																		
- Maintain fixtures/fittings	\$500	2027	7							676								832
- Repaint walls/ceilings	\$4,000	2030	10										5913					
- Maintain tiles	\$962	2031	3											1466			1601	
- Provision to replace toilet and basin	\$2,541	2035	15															4355
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$3,300	2035	15															5655
- Provision to replace portable fire extinguishers	\$11,100	2025	5					14155					16409					19023

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Install/Replace sensors/exit signage/emergency lighting	\$3,400	2023	3			4087			4466			4880			5332			5827
- Provision to replace pressure vessels	\$2,000	2030	10										2957					
LOBBIES																		
- Repaint walls	\$103,500	2030	10										153005					
- Repaint ceiling	\$41,000	2030	10										60611					
- Replace carpet/floor covering in 12 years	\$116,800	2032	12												183182			
- Repaint door face	\$19,400	2030	10										28679					
- Maintain tiles	\$1,575	2031	3											2398			2621	
ROOF																		
- Provision to replace guttering in 30 years (partial accrual)	\$5,250	2035	5															8997
- Maintain metal roof fixings/flashings	\$5,000	2032	5												7842			
- Provision to replace down pipes in 30 years (partial accrual)	\$10,075	2032	6												15801			
- Maintain membrane	\$27,200	2034	4														45257	
- Provision to replace rooftop exhaust fans	\$5,440	2031	11											8283	8532	8788	9051	9323
STAIRWELL																		
- Repaint door face	\$7,600	2030	10										11235					
SWIMMING POOL/RECREATION AREA																		
- Provision for ongoing replacement of pool pumps	\$850	2023	3			1022	1052		1116	1150		1220	1257		1333	1373		1457
- Replace water chlorinator in 5 years	\$1,500	2025	5					1913					2217					2571
- Replace pool filters in 12 years	\$2,000	2032	12												3137			
- Provision to replace pool fence in 28 years (partial accrual)	\$1,950	2033	5													3150		
- Replace pool heater in 9 years	\$4,600	2029	9									6602						
- Maintain pool concourse	\$7,128	2029	3									10230			11179			12216
- Replace pool cartridge filters in 4 years	\$250	2024	4				310				348				392			
- Replace synthetic grass in 12 years	\$20,000	2032	12												31367			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade of lifts in 25 years (partial accrual)	\$207,900	2035	5															356292
- Provision to replace service elevators in 20 years (partial accrual)	\$45,000	2035	5															77119
Total				10250	10558	15983	14667	53108	40451	18233	15930	39230	1228817	37020	318725	152808	105882	681160
Includes GST amount of				932	960	1453	1333	4828	3677	1658	1448	3566	111711	3365	28975	13892	9626	61924

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint buildings	\$491,200	2030	10	63342	128584	195784	264999	336291	409722	485356	563258	643498	726145	85126	172806	263117	356137	451947
- Scaffold/access equip allowance	\$110,000	2030	10	14185	28795	43844	59344	75310	91754	108691	126137	144106	162614	19063	38698	58923	79754	101209
- Repaint door face	\$4,000	2030	10	516	1047	1594	2158	2738	3336	3952	4587	5240	5913	693	1407	2142	2900	3680
- Provision to replace external door/frame	\$1,800	2035	15	166	337	513	694	881	1073	1271	1475	1685	1902	2124	2354	2591	2834	3085
- Provision to replace balustrade/handrail fixings	\$1,650	2029	2	233	473	720	975	1238	1508	1786	2073	2368	1237	2512	1313	2665	1393	2828
- Maintain common pipework	\$3,600	2032	5	398	808	1230	1664	2112	2573	3048	3538	4042	4561	5095	5646	1233	2503	3810
- Capital Replacement - General	\$9,047	2021	0	10250	10558	10874	11201	11537	11883	12239	12607	12985	13374	13775	14189	14614	15053	15504
BASEMENT																		
- Replace exhaust/supply fan in 15 years	\$3,500	2035	15	322	655	997	1349	1712	2086	2471	2868	3276	3697	4130	4577	5037	5510	5998
- Repaint line marking	\$3,080	2027	7	544	1104	1681	2275	2887	3518	4167	669	1358	2067	2798	3551	4326	5125	823
- Repaint bollards	\$800	2030	10	103	209	319	432	548	667	791	918	1048	1183	139	281	428	580	736
- Repaint door face	\$1,600	2030	10	206	419	638	863	1095	1334	1581	1834	2096	2365	277	563	857	1160	1472
- Provision to replace garage doors in 30 years (partial accrual)	\$4,800	2034	4	467	949	1445	1955	2481	3023	3581	4156	4748	5358	5986	6633	7300	7986	2148
- Maintain/repair main garage door running gear	\$4,800	2035	15	442	898	1367	1850	2348	2861	3389	3933	4493	5070	5665	6277	6907	7557	8226
- Replace garage door motors in 6 years	\$10,000	2026	6	2031	4122	6276	8495	10781	13135	2425	4922	7494	10143	12872	15683	2895	5877	8948
DRIVEWAY																		
- Maintain driveway 3% of total	\$5,618	2034	4	547	1111	1691	2289	2904	3539	4192	4865	5557	6271	7006	7764	8544	9347	2515
ENTRY FOYER																		
- Repaint walls	\$2,000	2030	10	258	524	797	1079	1369	1668	1976	2294	2620	2957	347	704	1071	1450	1840
- Repaint ceiling	\$1,200	2030	10	155	314	478	647	822	1001	1186	1376	1572	1774	208	422	643	870	1104
- Maintain tiles	\$525	2031	3	62	127	193	261	331	404	478	555	634	715	799	283	574	874	309

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
EXTERNAL WORKS																		
- Provision to replace individual roller doors	\$5,000	2035	5	461	935	1424	1928	2446	2980	3530	4097	4681	5282	5901	6539	7196	7872	8569
- Ongoing partial maintenance of walkways	\$4,455	2031	3	530	1075	1637	2216	2812	3426	4058	4709	5380	6071	6783	2398	4868	7412	2620
FENCING																		
- Provision to replace powder coated baluster fencing in 28 years (partial accrual)	\$6,500	2033	5	672	1365	2078	2813	3569	4349	5152	5978	6830	7707	8611	9541	10500	2293	4654
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 30 years (partial accrual)	\$9,600	2035	5	885	1796	2734	3701	4696	5722	6778	7866	8986	10141	11329	12554	13815	15114	16452
- Ongoing partial replacement of exterior lighting	\$435	2028	2	68	138	211	285	362	441	522	606	317	643	336	682	357	724	378
- Provision to upgrade swipe/card readers	\$700	2024	4	207	421	641	867	233	473	720	975	262	533	811	1098	295	599	912
- Provision to upgrade security cameras & associated equipment	\$2,500	2026	6	508	1031	1569	2124	2695	3284	606	1231	1874	2536	3218	3921	724	1469	2237
- Provision to upgrade intercom systems & associated equipment	\$68,500	2033	13	7085	14383	21899	29642	37616	45829	54290	63003	71979	81223	90745	100552	110654	10405	21122
- Provision to replace door closers	\$658	2029	2	93	189	287	389	493	601	712	826	944	494	1002	524	1063	556	1128
LANDSCAPING																		
- Provision for garden bed membrane replacement	\$48,000	2035	15	4423	8978	13671	18504	23482	28609	33890	39330	44933	50704	56648	62770	69076	75571	82261
- Provision for landscaping	\$20,000	2025	5	4804	9752	14848	20097	25504	5569	11305	17213	23298	29566	6456	13105	19954	27009	34275
- Maintain garden bed watering pipework/fixings	\$1,000	2024	4	296	601	915	1238	333	676	1029	1393	375	761	1158	1568	422	856	1303
- Provision to replace pumps/controllers	\$5,000	2026	6	1015	2061	3138	4247	5390	6567	1212	2461	3747	5072	6437	7842	1447	2938	4474

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
WASHROOMS																		
- Maintain fixtures/fittings	\$500	2027	7	88	179	273	369	468	571	676	109	220	336	454	576	702	832	134
- Repaint walls/ceilings	\$4,000	2030	10	516	1047	1594	2158	2738	3336	3952	4587	5240	5913	693	1407	2142	2900	3680
- Maintain tiles	\$962	2031	3	114	232	354	479	608	740	877	1018	1163	1312	1466	518	1051	1601	566
- Provision to replace toilet and	\$2,541	2035	15	234	475	724	980	1243	1515	1794	2082	2379	2684	2999	3323	3657	4001	4355
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers in 20 years	\$36,000	2040	20	2662	5403	8227	11136	14132	17217	20395	23669	27041	30514	34091	37776	41571	45479	49506
- Provision to upgrade Fire Panel & associated detection equipment	\$102,500	2037	17	8564	17384	26469	35827	45465	55393	65618	76151	86999	98172	109681	121535	133745	146321	159274
- Provision to replace fire hose reels	\$3,300	2035	15	304	617	940	1272	1614	1967	2330	2704	3089	3486	3894	4315	4749	5195	5655
- Provision to replace portable fire extinguishers	\$11,100	2025	5	2666	5412	8241	11154	14155	3091	6274	9553	12930	16409	3583	7274	11075	14990	19023
- Install/Replace sensors/exit signage/emergency lighting	\$3,400	2023	3	1322	2684	4087	1445	2933	4466	1579	3205	4880	1725	3502	5332	1885	3827	5827
- Replace jacking pumps in 20 years	\$5,000	2040	20	370	750	1143	1547	1963	2391	2833	3287	3755	4238	4735	5246	5773	6316	6875
- Replace fire pressurisation fan motors in 25 years	\$20,000	2045	25	1263	2565	3905	5286	6708	8172	9681	11235	12835	14484	16181	17930	19732	21587	23498
- Provision to replace pressure	\$2,000	2030	10	258	524	797	1079	1369	1668	1976	2294	2620	2957	347	704	1071	1450	1840
LOBBIES																		
- Repaint walls	\$103,500	2030	10	13347	27094	41253	55838	70859	86332	102269	118683	135591	153005	17937	36412	55441	75041	95229
- Repaint ceiling	\$41,000	2030	10	5287	10733	16342	22119	28070	34199	40512	47015	53712	60611	7105	14424	21962	29727	37724
- Replace carpet/floor covering in 12 years	\$116,800	2032	12	12907	26202	39895	54000	68527	83490	98902	114777	131128	147969	165315	183182	18403	37358	56881
- Repaint door face	\$19,400	2030	10	2502	5078	7732	10466	13282	16182	19169	22246	25415	28679	3362	6825	10392	14066	17850
- Maintain tiles	\$1,575	2031	3	187	380	579	783	994	1211	1435	1665	1902	2146	2398	848	1721	2621	927
ROOF																		
- Provision to replace guttering in 30 years (partial accrual)	\$5,250	2035	5	484	982	1495	2024	2568	3129	3707	4302	4914	5546	6196	6865	7555	8265	8997
- Maintain metal roof	\$5,000	2032	5	553	1122	1708	2312	2934	3574	4234	4914	5614	6335	7077	7842	1712	3476	5293

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Provision to replace down pipes in 30 years (partial accrual)	\$10,075	2032	6	1113	2260	3441	4658	5911	7202	8531	9900	11311	12764	14260	15801	2917	5921	9016
- Maintain membrane	\$27,200	2034	4	2649	5377	8187	11081	14062	17133	20296	23553	26909	30365	33924	37591	41367	45257	12175
- Provision to replace rooftop exhaust fans	\$5,440	2031	11	647	1313	1999	2706	3434	4183	4955	5751	6570	7414	8283	8532	8788	9051	9323
STAIRWELL																		
- Repaint door face	\$7,600	2030	10	980	1989	3029	4100	5203	6339	7509	8715	9956	11235	1317	2674	4071	5510	6992
SWIMMING																		
- Provision for ongoing replacement of pool pumps	\$850	2023	3	331	671	1022	1052	550	1116	1150	601	1220	1257	657	1333	1373	718	1457
- Replace water chlorinator in 5	\$1,500	2025	5	360	731	1114	1507	1913	418	848	1291	1747	2217	484	983	1497	2026	2571
- Replace pool filters in 12 years	\$2,000	2032	12	221	449	683	925	1174	1430	1694	1966	2246	2534	2831	3137	315	640	974
- Refurbish pool surface in 25 years	\$28,000	2045	25	1769	3591	5467	7400	9391	11441	13553	15728	17969	20277	22654	25102	27624	30222	32897
- Provision to replace pool fence in 28 years (partial accrual)	\$1,950	2033	5	202	409	623	844	1071	1305	1545	1794	2049	2312	2583	2862	3150	688	1396
- Replace pool heater in 9 years	\$4,600	2029	9	650	1319	2009	2719	3450	4204	4980	5779	6602	848	1721	2621	3547	4502	5485
- Maintain pool concourse	\$7,128	2029	3	1007	2044	3112	4213	5346	6514	7716	8954	10230	3617	7342	11179	3952	8023	12216
- Replace pool cartridge filters in 4 years	\$250	2024	4	74	150	229	310	83	169	257	348	94	190	290	392	105	214	326
- Replace BBQ's in 18 years	\$2,500	2038	18	200	406	618	836	1061	1293	1532	1778	2031	2292	2561	2837	3122	3416	3718
- Replace outdoor furniture in 25 years	\$4,000	2045	25	253	513	781	1057	1341	1634	1936	2247	2567	2897	3236	3586	3946	4317	4699
- Replace synthetic grass in 12 years	\$20,000	2032	12	2210	4487	6831	9247	11734	14296	16935	19654	22453	25337	28308	31367	3151	6397	9740
PLANT & EQUIPMENT																		
- Refurbish lift interiors in 25 years	\$70,000	2045	25	4422	8977	13668	18500	23477	28603	33883	39321	44923	50692	56635	62756	69061	75554	82243
- Provision for mechanical upgrade of lifts in 25 years (partial accrual)	\$207,900	2035	5	19157	38888	59211	80144	101705	123913	146787	170347	194614	219609	245354	271871	299184	327316	356292
- Provision to replace service elevators in 20 years (partial accrual)	\$45,000	2035	5	4146	8417	12816	17347	22014	26821	31772	36871	42124	47534	53107	58846	64758	70847	77119
TOTAL ACCRUALS				199043	404055	610108	824833	1007457	1209818	1442244	1683918	1910239	959174	1207595	1193323	1357698	1579517	1247179

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

REPORT INFORMATION

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

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

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

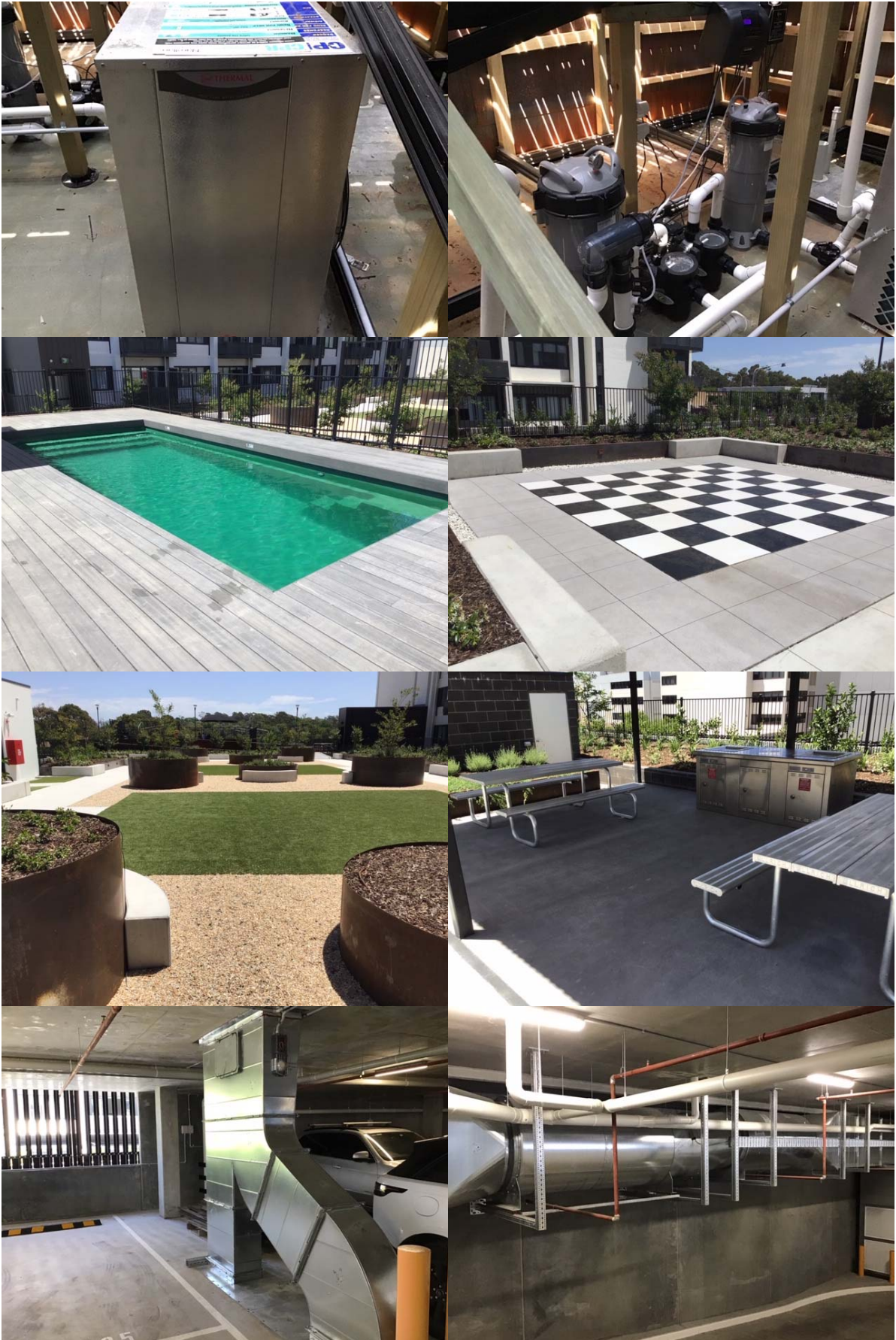
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

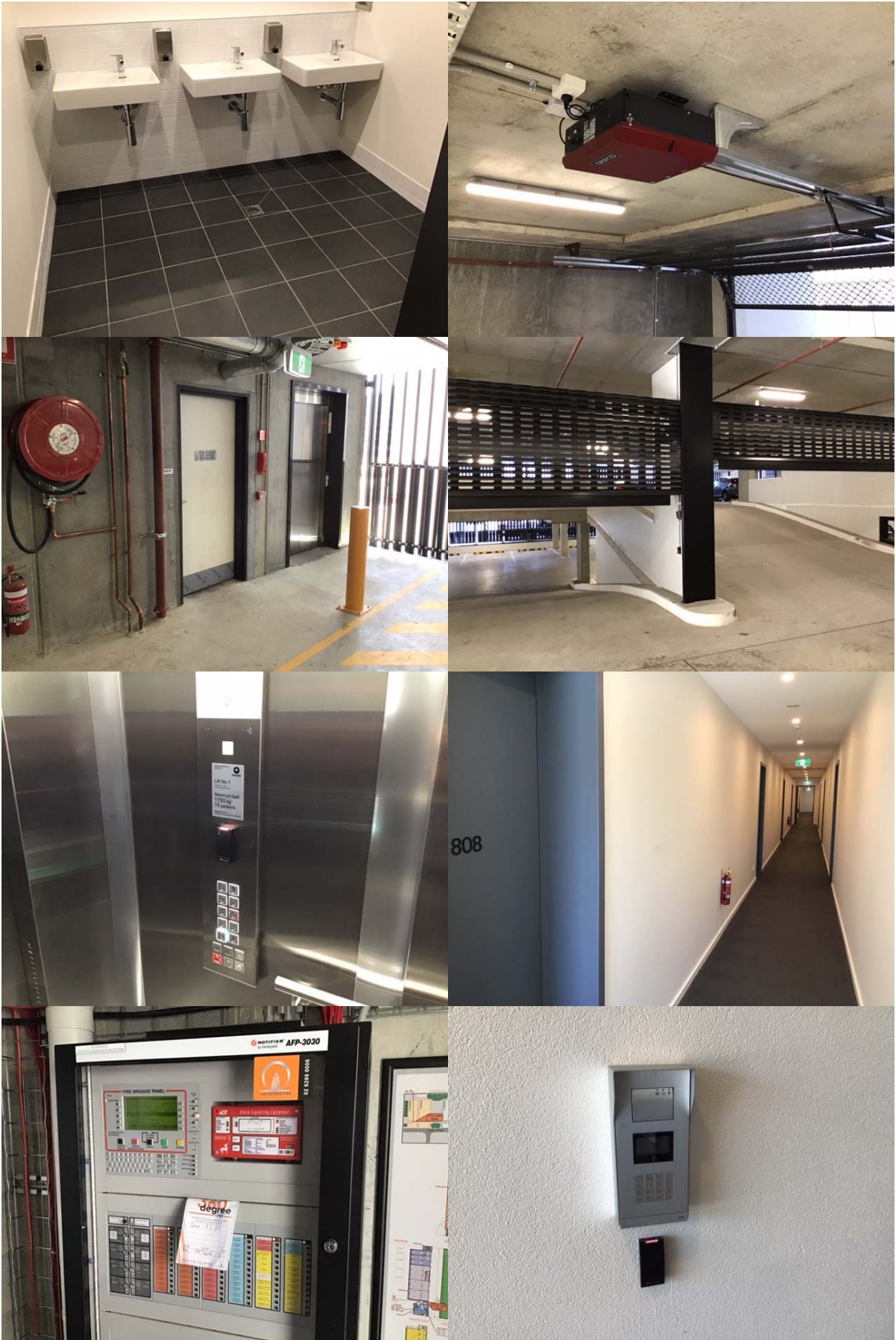
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

AREAS NOT INSPECTED

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







Owner Ledger

Start Date: 01/03/2024
End Date: 31/03/2028
Owners: One only

The Owners of Units Plan 12592

A&A, 35-45 Furzer Street, PHILLIP ACT 2606

Lot 48 Unit 504 Josef M Manalo

UE / AE: 46.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	09/01/2025	Quarterly	Quarterly Admin/Sinking Levy 09/09/2024 - 08/12/2024	1,039.50	1,039.50	205.85	205.85	0.00	0.00%	Standard	Normal	None
2	01/04/2025	Quarterly	Quarterly Admin/Sinking Levy 09/12/2024 - 08/03/2025	1,039.50	1,039.50	205.85	205.85	0.00	0.00%	Standard	Normal	None
3	01/07/2025	Quarterly	Quarterly Admin/Sinking Levy 09/03/2025 - 08/06/2025	1,039.50	1,039.50	205.85	205.85	0.00	0.00%	Standard	Normal	None
4	31/08/2025	Quarterly	Quarterly Admin/Sinking Levy 09/06/2025 - 08/09/2025	1,039.50	1,039.50	205.85	205.85	0.00	0.00%	Standard	Normal	None
5	01/12/2025	Quarterly	Quarterly Admin/Sinking Levy 09/09/2025 - 08/12/2025	1,315.25	1,315.25	641.55	641.55	0.00	0.00%	Standard	Normal	None
6	01/02/2026	Quarterly	Quarterly Admin/Sinking Levy 09/12/2025 - 08/03/2026	1,315.25	1,315.25	641.55	641.55	0.00	0.00%	Standard	Normal	None
7	01/05/2026	Quarterly	Quarterly Admin/Sinking Levy 09/03/2026 - 08/06/2026	1,315.25	0.00	641.55	0.00	0.00	0.00%	Standard	Normal	None
8	01/08/2026	Quarterly	Quarterly Admin/Sinking Levy 09/06/2026 - 08/09/2026	1,315.25	0.00	641.55	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Sinking Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Interest			
08/01/2025	154	Receipt	Banked		1,039.50	0.00	205.85	0.00	0.00	0.00	1,245.35		1
01/04/2025	438	Receipt	Banked		1,039.50	0.00	205.85	0.00	0.00	0.00	1,245.35		2

The Owners of Units Plan 12592

A&A, 35-45 Furzer Street, PHILLIP ACT 2606

Lot 48 Unit 504 Josef M Manalo UE / AE: 46.00 / 10,000.00

01/07/2025	721	Receipt	Banked	1,039.50	0.00	205.85	0.00	0.00	1,245.35	3
29/08/2025	946	Receipt	Banked	1,039.50	0.00	205.85	0.00	0.00	1,245.35	4
01/12/2025	1198	Receipt	Banked	1,315.25	0.00	641.55	0.00	0.00	1,956.80	5
30/01/2026	1444	Receipt	Banked	1,315.25	0.00	641.55	0.00	0.00	1,956.80	6

A&A 'Alexander & Albemarle'

The Owners Corporation – UNITS PLAN 12592

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Monday, 16th February 2026 at 4:00 PM

Location: On-Site in Unit 816/35 Furzer Street, Phillip, ACT, 2606.

MEMBERS PRESENT:

EXECUTIVE COMMITTEE (EC): Thomas Lindfield (Lot 4), Margot Andrew (Lot 68), Nancye Burkevics (Lot 160), Shaun Jeffrey (Lot 175), and Brett Thomson (Lot 185).

APOLOGIES: Tim Kinsela (Lot 197).

STRATA & FACILITIES MANAGEMENT (SM/BM): Owners Corporation Manager representatives from Grady Strata & Facilities – Corey Wolfinger (Building Manager) and Brooke Walton (Strata Manager).

CHAIR: Thomas Lindfield (Lot 4) was elected Chairperson for the meeting by members present.

1. MEETING FORMALITIES

- 1.1 Notation of members present and/or apologies. – **NOTED**
- 1.2 Declaration of any conflicts of interests. – **NONE DECLARED**
- 1.3 Election of Chairperson for the meeting. – **NOTED**

2. PREVIOUS MINUTES

2.1. Confirmation of Previous ECM Minutes:

"The Executive Committee agreed to adopt the minutes of the previous EC Meetings, held on Monday, 19th January 2025." – **APPROVED**

3. LANDSCAPING AND GARDEN IMPROVEMENTS

3.1. Review and discuss Landscaping and garden improvements:

- The Committee **NOTED** that further discussions and consideration would take place once the gardener has submitted their proposal. For the garden rejuvenation project, following the gardeners site inspection with the Building Manager and the Secretary of the Executive Committee on 9/2/26.
- The Committee **NOTED** their preference to restore the perimeter hedging with the same or similar plants, with mature plants to be considered for crucial areas and areas requiring increased security or privacy. It was noted that whilst installing mature plants might require larger upfront costs, it could provide cost benefit by having a lower risk in dying less maintenance upon establishment. The EC also noted their preference to avoid installing vines due to their long-term maintenance requirements.

4. REPAIRS, MAINTENANCE AND SERVICE AGREEMENTS

4.1. Building Manager's report:

The Building Manager (Corey) provided an overview of all outstanding action items and ongoing works in accordance with the Trello Board, including updates on all general maintenance items and contracted works at the complex since the last EC Meeting.

- The Committee **NOTED** the items discussed by the Building Manager in accordance with the A&A Trello Board.

4.2. Quotes accepted out of session:

- The Committee **NOTED** the outstanding works/quotes, per the attached table.
- The Committee **NOTED** the works completed since the last ECM, per the attached table.
- The Committee **APPROVED** to proceed with the contract tender from the incumbent trade (Elephants Foot) for continued waste chute maintenance services, including odour management.

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

COMPLETED Maintenance Works – APPROVED at Previous ECM's			
Trade	Quote	Brief Description	Status
Automate	Q-3152	Additional CCTV installations & hardware (both buildings).	COMPLETED
Automate	Q-3153	To install additional swipe readers.	COMPLETED
Automate	Q-3151	Garage Roller Door Signal (Alexander Building).	COMPLETED
SPEC	Per Contract	Carpark Clean to all Basement Floors.	COMPLETED
SPEC	Q-0629	Toilet Paper Holders (x18).	COMPLETED
Stain Busters	N/A	Carpet clean to all common property carpets.	COMPLETED
J2 Electrical	QT1490	Complete electrical site safety survey Repair/replace lights, sensors & BBQ.	COMPLETED
Brindabella Waste	N/A	Additional rubbish removal complex dumping	COMPLETED
JML Plumbing	Q-33562	Cleaners Room Tap Repair & Pump Clean x 2	COMPLETED

OUTSTANDING Maintenance Works – PENDING Quotes			
Trade	Quote	Brief Description	Status
ONBFS	Pending	Replace all external fire doors, as needed. Pending confirmed pricing.	PENDING QUOTE
N/A	N/A	Repair damaged handrails – Alexander alleyway. <i>Note: Requoting/tendering due to trade availability (HDM Metal no longer available).</i>	PENDING QUOTE/S

APPROVED Maintenance Quotes – APPROVED at this ECM			
Trade	Quote	Brief Description	Status
Elephants Foot (Existing)	N/A	OPTION (1) Contract Tender: Waste chute maintenance services.	EC APPROVED + Odour Management
Chute Services Australia	Q-6621 and Q-6622	OPTION (2) Contract Tender: Waste chute maintenance services.	EC DECLINED

A&A 'Alexander & Albemarle'

The Owners Corporation – UNITS PLAN 12592

EXECUTIVE COMMITTEE MEETING MINUTES

5. FINANCIAL REPORTS

5.1. Review of financial reports from the previous financial year:

- The Committee **NOTED** the financial reports received.
- The Treasurer reviewed the financial reports and **NOTED** that some items have been overspent and/or underspent for particular expense items but overall, the budget and funds were tracking well. The Treasurer **NOTED** that some expenses have been coded incorrectly and are therefore presented in alternate expense lines within the financial reports.
- The Committee **REQUESTED** for Grady to review and recode the expense items to coincide with the approved budget and sinking fund allocations where feasible.

6. INSURANCE

6.1. Review of Recent Insurance Renewal Procurement Process:

- The Committee **NOTED** the recent insurance renewal with CHU for the upcoming year. Noting that no comparative renewals were obtained or presented by the broker for varying reasons.
- The Committee **NOTED** that one of the EC members had obtained information from their own third-party contact with regards to conduct an independent review of A&A's insurance and associated coverage options within the current market to ensure accuracy and value for money. The Committee agreed for this information to be shared with them via email for the Committee to further review and discuss.
- The Committee **REQUESTED** for Grady to contact the Broker to seek further explanations regarding the insurers who were unable or declined to tender for the insurance renewal. It was also requested that additional information be sought from the broker regarding all of the insurers they approached and the association timelines of communication in preparation for the renewal presentation.

7. GENERAL BUSINESS

7.1. Rule Infringement Notices & Processes:

Members present discussed ongoing breaches at the complex and the resulting impacts they have on the A&A community. The Committee agreed to further review the infringement policies and procedures at the complex and the possibility of executing an Executive Committee enforcement policy to achieve a consistent and unified approach.

- The Committee **NOTED** the above and agreed to discuss and review this topic in further details via the A&A Trello Board.
- The Committee **REQUESTED** for Grady to draft the process for issuing Rule Infringement Notices and initial templated notices for common breaches (i.e. parking, dumping, noise, smoking, etc.), to be reviewed and considered by the Executive Committee.

7.2. O'Neil & Brown Fire Services (ONBFS) – Outstanding Quotes:

Grady have been working with ONBFS to consolidate all outstanding fire maintenance quotes and reports, ensuring the removal of any duplicate and/or inactive defects, as well as improving their current reporting processes. Unfortunately, due to internal changes within ONBFS this process has been delayed, and communications have decreased notably.

- The Committee **REQUESTED** for Grady to review ONBFS' contract obligations and what escalation options are available to address this urgently. Noting that rectifications to the external fire doors have been outstanding for some time and require urgent remediation. Update: ONBFS have since provided the consolidated quotes for EC consideration and approval. However, further amendments to ONBFS's reports are still required.

A&A 'Alexander & Albemarle'
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7.3. Pressure Washing External Paths – Removal of Bird Droppings:

The Building Manager (Corey) has been pressure washing the external pathways throughout the complex. A member noted an area heavily affected by bird faeces and requested it also be cleaned. Corey advised he was unable to pressure wash this location due to limitations with water supply access. A member offered the use of their nearby private hose connection to enable this work to be completed.

- The Committee **NOTED** the above. financial reports received.

7.4. Height & Safety Installation – BLOC:

- The Committee **REQUESTED** for Grady to follow-up with BLOC s a priority to progress the installation of the height and safety equipment and to obtain an update on the causes of the delays following the site meeting held late last year.

8. NEXT MEETINGS

8.1. Planned EC Meeting Schedule (March-May 2026):

- EC only, Monday 16 March, 5pm.
- EC only, Monday 20 April, 5pm.
- EC + GRADY, Monday 18 May 4pm, followed by EC only meeting.

The meeting ended at 6:10 PM

**A&A ALBEMARLE AND ALEXANDER
UP12592
JANUARY 2026 NOTES**

It has been a little quieter over the holiday period. Nonetheless, the work to maintain A&A goes on. The pool, barbecue and garden areas have been getting a workout from residents. If it hasn't been done already, the faulty button on the bbq should be repaired soon. The pool is checked weekly from spring through to autumn then fortnightly from autumn to spring. The service includes water testing and balancing and checking of all the equipment.

A&A is in its fifth year of occupation and over this time unwanted goods have accumulated on common property and car parks. This has encouraged dumping and there has been an increase in items such as pillows, electrical appliances, cardboard boxes etc being left in service laneways, hallways, outside and on top of storage cages and, of course, the carparks. In some cases, items have blocked access to essential safety equipment. The committee has requested the building manager to enforce the rules relating to storage of items, including car spaces and hallways and will be contacting residents where items may be in breach of the rules.

The carpet and carpark cleaning was undertaken by Spec. Spec is the contractor for our regular cleaning service. Feedback on both carpet and carpark cleaning has been very positive. The Building Manager, Corey Wolfinger, oversees all contractors who are on site, and this contributes to ensuring contractors complete the scope of works.

Members of the committee are meeting with Corporate Gardens in the next few weeks to discuss plant replacement. The contractor is progressively removing plants that have seen better days, clearing out some of the overgrown areas and removing some invasive plants. For the past two years, around February/March, we have had European wasps take up residence in the plants near the door to the toilets. Please keep your eyes open and report any wasp activity to the Building Manager so we can promptly treat any nests.

The committee is considering draft processes for the CCTV system. This includes reasons for access to records, timeframes, privacy and fees. The installation of additional cameras and the infrastructure is now complete and has contributed to successful resolution of incidents of vandalism, dumping, unauthorised parking and accidental damage.

The committee is still hoping to organise an open meeting in the garden. However, if your question or concern can't wait, please contact Brooke Walton, the Strata Manager, or Corey Wolfinger, Building Manager.

A&A Alexander & Albemarle
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Monday, 19 January 2026

Location: 35 Furzer Street Phillip

MEMBERS PRESENT:

Thomas Lindfield, Nancye Burkevics, Shaun Jeffrey, Tim Kinsela, Margot Andrew, Brett Thomson

1. MEETING FORMALITIES

- 1.1. Declaration of conflicts of interest. No conflicts declared.
In relation to the application from 816/45 for renovation approval, the EC noted that a similar design modification to Brett Thomson's apartment occurred during the building phase, prior to handover and title registration. The meeting agreed this was not a conflict of interest.
- 1.2. Tom Lindfield was elected chair for the meeting.

2. CONFIRMATION OF MINUTES OF MEETINGS HELD 17 NOVEMBER 2025

- 2.1. The minutes of both meetings held 17 November 2025 were accepted.

3. MATTERS ARISING

- 3.1. Item 3.2 OC members meeting. The meeting discussed minor repairs and maintenance expenditure approval processes, noting that currently these require the approval of at least four members of the Executive Committee (EC). This requirement had on occasion delayed repairs. Delegating approval to an executive member of the EC was discussed with the Building Manager who will seek advice from Grady's management. The process and approval limit will be part of those discussions.
Action: Secretary will discuss this with BM and report back to EC.
- 3.2. Item 5.3 Landscaping Works. Corporate Gardens has sought a meeting with the EC to discuss plant replacement work.
Action: Secretary will advise Building Manager that Monday is the preferred day for meeting. Grady to set up meeting and advise date to EC members.

4. FINANCE

- 4.1. The Treasurer reported that, based on available SMATA reports to 14 January 2026, there were no apparent concerns, although expenditure on some items, including plumbing and draining and grease trap cleaning were trending ahead of expected expenditure year to date. It was noted from the Building Manager's report that costs for grease trap servicing are on-charged to associated tenants. The Treasurer advised that to better monitor expenditure to date against anticipated expenditure, the existing annual budget would need to be broken down by Grady's into quarterly or monthly detail in SMATA to better support financial monitoring and forecasting. This would enable a more accurate assessment of the ongoing financial position and the impact on future spending decisions. The information would also enable decisions such as investing funds in higher yielding accounts.
Action: Treasurer to discuss reporting requirements with Strata Manager
Action: Secretary to discuss with Grady's SMATA generic log in for Treasurer

5. REPAIRS AND MAINTENANCE – BUILDING MANAGER'S REPORT – ITEMS DISCUSSED

- 5.1. Dumping/storage on common property. The EC discussed the significant increase in storing and/or dumping items on common property by residents. **Decision:** The EC agreed that action to address

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this be given priority and will discuss a coordinated approach with the Building Manager. The approach will include regular communication with residents and owners and individual warning letters, infringement and breach notices.

Action: Secretary to discuss with Building Manager.

- 5.2. Dumping/storage in car spaces. EC discussed the use of car spaces for storage, noting that car spaces are private property. However, a small number of residents were using their car spaces for apparently unwanted household goods. This resulted in car spaces becoming eyesores, a nuisance to neighbours, attractive to vermin, and potentially unsafe and unhygienic.
Decision: The EC agreed the preferred approach at this time would be regular communication with residents. Those individual residents/owners whose use of car spaces is assessed to infringe both the house rules and/or the Unit Titles Management Act in terms of untidiness, vermin infestation, safety (including fire protection), and/or nuisance will be contacted and requested to relocate items to personal storage spaces. In the first instance a letter will be sent from the EC to the owner or tenant and if no rectification action is taken, this may escalate to an infringement or breach notice on advice from Grady's.
Action: EC to write to owners whose car spaces have been assessed by the Building Manager to represent an infringement.
- 5.3. Balconies. The EC noted the investigative work being undertaken by Bloc in relation to balcony leaks. Managing future maintenance including re-sealing will be considered by the EC when work is complete and advice received from Building Manager.
- 5.4. Laneway management. The EC noted reports of noise, smoke, illegal parking and dumping in the service laneways and action taken by the Building Manager to address these concerns, including meeting with management level representatives, reinstatement of bollards and general cleanup. Laneway management is an ongoing issue, and the Building Manager and EC will continue to reasonably monitor and address issues in the best way it can.
Decision: EC agreed that costs to remove dumped waste currently in laneways would be paid by the Owners Corporation on a one-off basis. Installation of CCTV surveillance equipment will now allow those residents and commercial tenants dumping goods to be identified, and costs of removal will be charged to owners. Dumping may also result in infringement and breach notices.

6. QUOTE APPROVALS

Trade	Quote no	Description
JML Plumbing & Gas	33562	Repair taps
J2 Electrical and Data	QT1490	Various – sensors, lights, bbq

7. Renovations and building modifications

- 7.1. Door screens. Monaro Screens was approved in 2023 as a supplier of insect screens in the Monument colour. This means installations by this supplier do not require Executive Committee approval, but owners are still required to submit a Modifications form. **Decision.** EC affirmed the existing approval of Monaro Screens in order to update the strata agent's records. Owners wishing to install screens from any other supplier are required, as per house rules, to submit a Modification form for approval by Executive Committee. **Action.** Strata and Building Managers to note for their records.
- 7.2. Renovations 816/45. In considering the applications for renovations to this unit, the EC sought and considered advice from Grady's. Based on this advice, the EC was unable to approve either application. Additional information and documentation is required to enable the EC and/or the OC to decide on both applications. **Action: EC will request Grady's to advise the owner that further**

A&A Alexander & Albemarle
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

information is required, and the application may need to be referred to Owners Corporation for decision via a resolution. In such a case no guarantee can be given to the owner that approval will be given.

8. CCTV Procedures.

Draft procedures covering access to and protection of CCTV records are being developed by the EC. A case currently before ACAT, not connected to A&A, may impact the final version.

Action: EC members to provide comments to Secretary by 10 March 2026.

9. Next meeting:

16 February 2026. Venue TBC.

A&A 'Alexander & Albemarle'

The Owners Corporation – UNITS PLAN 12592

With the budget approved, we are well-positioned to immediately get under way several major projects. Contractors have been identified, quotes obtained, and a cash flow management plan established to support project delivery.

Two committee meetings have been held since the AGM, one with Brooke, Strata Manager and Corey, Building Manager to discuss finances and approve repairs and maintenance. This was immediately followed by an EC only session to discuss our processes and communication strategies.

Key decisions:

- Acceptance of a quote for additional surveillance cameras in service laneways and car park entrances. Procedures on access and privacy are being developed.
- Quote approved for swipe readers to prevent unauthorised access from the services block and lift to the Alexander car park and rooftop garden
- Corporate Gardens has commenced as our garden contractor, with an expanded scope of work to maintain the gardens as an important asset to our complex. Future work will include soil, mulch, and plant replacement.
- Quotes for carpet cleaning, car park cleaning, and painting have been accepted. Carpet and car park cleaning will continue annually, and ongoing painting repairs will be prioritised as identified by the Building Manager.

Other activities

- A representative of the builder has been on site and working with the Building Manager to identify source of some balcony leaks.
- A cleaner now attends at weekends to check/clean bathrooms in the centre block and attend to the bins in the chute rooms.
- Corey is undertaking some minor preventative maintenance and cleaning, including sealing the top of bin hoist lifts to prevent water ingress.

Owners can attend Executive Committee meetings and can join the discussion at the invitation of the Chair. Dates of future meetings are included in the minutes. If you would like to attend a meeting, please register your interest with Brooke and let her know if you have any specific topic you'd like to see on the agenda.

An open meeting in the garden for owners and residents is being planned for the new year when we can update everyone on the major projects and timeframes and clarify any questions you might have.

The minutes of EC meetings are the point of truth about the work of the EC, current finances and, indeed, the myriads of little issues that arise in the day to day life of A&A. I urge you to take the time to read the minutes and contact Brooke or a member of the EC if you need clarification.

Nancye Burkevics
Secretary, Executive Committee
Email: burkevics@iimetro.com.au
November 2025

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Monday, 17th November 2025 at 4:00 PM

Location: On-Site in Unit 816/35 Furzer Street, Phillip, ACT, 2606.

MEMBERS PRESENT:

EXECUTIVE COMMITTEE (EC): Thomas Lindfield (Lot 4), Margot Andrew (Lot 68), Nancye Burkevics (Lot 160), Shaun Jeffrey (Lot 175), Brett Thomson (Lot 185), and Tim Kinsela (Lot 197).

APOLOGIES: Nil.

STRATA & FACILITIES MANAGEMENT (SM/BM): Owners Corporation Manager representatives from Grady Strata & Facilities – Corey Wolfinger (Building Manager) and Brooke Walton (Strata Manager).

CHAIR: Thomas Lindfield (Lot 4) was elected Chairperson for the meeting by members present.

1. MEETING FORMALITIES

- 1.1 Notation of members present and/or apologies. – **NOTED**
- 1.2 Declaration of any conflicts of interests. – **NONE DECLARED**
- 1.3 Election of Chairperson for the meeting. – **NOTED**

2. APPOINTMENT OF OFFICE BEARERS

- 2.1. During the meeting the following Executive Committee (EC) members were elected for office bearers' positions. – **APPROVED**

Chairperson	Thomas Lindfield (Lot 4)
Treasurer	Shaun Jeffrey (Lot 175)
Secretary	Nancye Burkevics (Lot 160)

3. PREVIOUS MINUTES

- 3.1. **Confirmation of Previous ECM Minutes:**

"The Executive Committee agreed to adopt the minutes of the previous EC Meetings, held on Tuesday, 23rd September 2025." – **APPROVED**

4. FINANCIAL REPORTS

- 4.1. **Review of financial reports from the previous financial year:**

The financial reports were reviewed by both the Strata Manager and the Executive Committee, with the primary discussions consisting of the below: – **NOTED**

- A spreadsheet has been prepared to assist with cashflow management for the upcoming year, incorporating regular contractual expenses and additional known or approved works.
- It was observed that revenue does not appear on certain financial reports until after the respective due dates.

Reminder to all Owners:

We encourage all Owners to establish a direct debit or set up regular payments to ensure levy contributions remain up to date for the remainder of the financial year. If you anticipate any difficulty meeting the levy schedule, we strongly recommend contacting our office (Grady Strata & Facilities) in advance to discuss or arrange an appropriate payment plan. Reaching out early enables us to implement these arrangements prior to any interest being applied or arrears being incurred.

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

5. GENERAL BUSINESS

5.1. Repairs & Maintenance – *Please refer to attached table.*

Members present reviewed all outstanding maintenance quotations and confirmed the respective approvals and declines. Please refer to the spreadsheet appended to these minutes for a detailed reference of the approved quotes which are now in the process of being scheduled. – **APPROVED**

5.2. Insurance – Upcoming Insurance Renewal:

The members discussed the current insurance premium costs and whether additional advice should be obtained from an alternative broker (or similar) for comparison. No decision was reached at this time; however, further consideration is expected to occur closer to the policy renewal date, which is scheduled to expire on 14 February 2026. – **NOTED**

5.3. Landscaping Works:

The members present discussed the approach for the additional plant replacement works which Corporate Gardens will be devising a quote and appropriate plan in accordance with the Building Manager, to be approved formally by the Committee once confirmed. It was agreed, however, that no new plants are to be installed during the summer period, as the harsh weather conditions are not conducive to successful establishment and growth. – **NOTED**

5.4. EC Notifications – Trello:

The members present noted that they are receiving a high volume of Trello notifications whenever updates are made to the Board, many of which do not require urgent EC attention. Members were encouraged to review and adjust their individual notification settings as needed. Grady Strata & Facilities will also look into potential system adjustments to reduce unnecessary notifications. – **NOTED**

In addition to this, members present agreed to upgrade the Trello account for \$152 annually. This upgrade will provide enhanced features, including additional voting functions to support clearer and more efficient decision-making processes for the Executive Committee. - **APPROVED**

5.5. Complex Rules (By Laws) – CCTV Policies:

The members present discussed the practicality of the CCTV systems and the need to ensure that the Owners Corporation continues to meet all legal and compliance obligations. It was agreed that further investigations be undertaken regarding the development and implementation of any required CCTV policies. – **NOTED**

5.6. SPEC (Cleaners) – Cleaning Chemical/Fragrance Used:

It was noted that some residents have expressed concerns regarding the fragrance of the cleaning sprays currently used by the cleaners. The Building Manager (Corey) will contact the cleaning contractor to trial an alternative product or fragrance to determine whether it provides a more acceptable scent for the majority of residents. – **NOTED**

6. NEXT MEETINGS

6.1. Planned EC Meeting Schedule (December 2025- February 2026):

- EC only, Monday 15 December, 5pm.
- EC only, Monday 19 January, 5pm.
- EC + GRADY, Monday 16 February 4pm, followed by EC only meeting.

The meeting ended at 5:57 PM

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EXECUTIVE COMMITTEE MEETING MINUTES

Maintenance Quotes – APPROVED <i>(works being scheduled)</i>			
Trade	Quote. No	Brief Description	Price (ex. GST)
Corporate Gardens	New Contract	New Gardening Contract.	\$20,800.00
Higgins Painting	New Contract	New Painting Contract.	\$19,473.00
Schindler	Q-156221377 & Q-156304397	Alexander Bin Hoist Repairs.	\$4,004.55
JML Plumbing	Q-31647 & Q-32333	Pit Cleaning & Toilet Seat Replacements.	\$1,058.55
Automate	Q-3152	Additional CCTV installations & hardware (both buildings).	\$23,330.00
Automate	Q-3153	To install additional swipe readers.	\$6,751.72
HDM Metal	N/A	Repair damaged handrails – Alexander alleyway.	\$2,500.00
Automate	Q-3151	Garage Roller Door Signal (Alexander Building).	\$404.57
SPEC	Per Contract	Carpark Clean to all Basement Floors.	\$2,040.00
SPEC	Q-0629	Toilet Paper Holders (x18).	\$1,188.00
Stain Busters	N/A	Carpet clean to all common property carpets.	\$6,688.00

Outstanding Maintenance Quotes – Pending Quotes			
Trade	Quote. No	Brief Description	Price (ex. GST)
ONBFS	Pending	Replace all external fire doors, as needed. Pending confirmed pricing.	N/A

A&A Alexander & Albemarle
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Monday, 17 November 2025

Location: 35 Furzer Street Phillip

MEMBERS PRESENT:

Thomas Lindfield, Nancye Burkevics, Shaun Jeffrey, Margot Andrew, Brett Thomson

APOLOGIES

Tim Kinsela

1. MEETING FORMALITIES

1.1. Not required. Carried over from 4 pm meeting.

2. FINANCE AND REPAIRS AND MAINTENANCE

2.1. Finance and repairs and maintenance were discussed and decisions made at the 4 pm meeting with Building and Strata managers. There were no additional items raised for discussion.

3. COMMITTEE OPERATIONS AND PROCEDURES

- 3.1. Members noted that four responses from EC members are required for decisions to be validated. Matters requiring EC attention and response will be listed in Trello on the EC Required card. Members also noted the upgrade/additional facility on Trello agreed to at the earlier meeting should enable a more efficient process.
- 3.2. EC discussed delegating authority for minor expenditure to the Strata Manager. Secretary will investigate expenditure limits and process and will bring a proposal to the next meeting.

4. COMMUNICATION WITH OWNERS AND RESIDENTS

- 4.1. The interest of owners in attending EC meetings was discussed, noting that owners are entitled to attend meetings as observers and are welcome to participate in discussion at the invitation of the committee. The EC agreed to publish the dates of future meetings on SMATA and in the Facebook group, as well as listing in the minutes of meetings. Owners wishing to attend must register their interest with either the Strata Manager or the Secretary.
- 4.2. The EC agreed to hold an open meeting for owners and residents to provide progress report on repairs and maintenance and specifically projects approved in the 2025-26 budget. Secretary will circulate to EC proposed date and format.
- 4.3. EC agreed to add a cover page to the minutes highlighting major project progress, renewed/new contracts, any other items deemed of interest. Abbreviated version will also be posted to Facebook group.

5. Planned meetings December-February

EC only, Monday 15 December, 5 pm

EC only, Monday 19 January, 5 pm

EC+GRADY, Monday 16 February 4pm, followed by EC only,

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions†

A1 The Owners—Units Plan No 12592

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 28th October 2025

Tick applicable box, or both boxes if applicable:

Regularly convened

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

Convened after adjournment

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
28 th October 2025	Notice of Reduced Quorum Decisions 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.



.....[10th November 2025]

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

GRADY

Strata & Facilities



Unit Plan 12592

A&A 'Alexander & Albemarle'

**Minutes of Annual General
Meeting held on**

Tuesday, 28th October 2025

ANNUAL GENERAL MEETING MINUTES
A&A 'ALEXANDER & ALBEMARLE'
35-45 FURZER STREET, PHILLIP, ACT, 2606

Held at the Abode Woden, 10 Bowes St, Phillip and online via Zoom on **Tuesday, 28th October 2025 at 5:00pm**. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present (In-Person): Lots 4, 41, 44, 46, 48, 50, 63, 67, 68, 70, 80, 92, 104, 138, 144, 165, 172, 184, 185, & 186.

Present (via Zoom): Lots 22, 33, 43, 47, 53, 64, 72, 76, 84, 110, 116, 119, 126, 127, 175, 195, & 197.

Proxies: N/A

Absentee Voting Forms: Lots 1, 17, 112, 158, 188, 189, 190, & 196.

Grady Strata & Facilities Representatives: Corey Wolfinger (BM) & Brooke Walton (SM).

Mr. Thomas Lindfield (Lot 4), Chair of the Executive Committee, assumed the role of Chair of the Annual General Meeting.

The Building Manager (Corey) from Grady Strata & Facilities provided an overview of all outstanding defects and maintenance issues, including proposed improvements and recommendations at the complex that have been raised and/or identified over the past year. An overview of the proposed Height Safety System installations were also discussed and the estimated costs and process involved.

Corey (Building Manager) and Brooke (Strata Manager) also provided a detailed explanation of the proposed budgets in addition to the explanatory notes provided in the AGM Notice. Members present discussed the additional maintenance items included in this year's Admin Budget for the upcoming year, primarily relating to the additional gardening replenishment works, additional CCTV cameras/systems, additional plumbing maintenance works, and alleyway investigations and parking solutions. The increase in the Sinking Fund Budget is due to the addition of previously excluded building assets and will ensure the building is being appropriately maintained moving forward.

The meeting noted thanks to the Executive Committee members, especially to Michael Chant and Sarah Taylor who are stepping down, for their commendable efforts in efficiently addressing various issues to the benefit of the Owners Corporation during their tenure. Michael has served on the committee for four years and his expert knowledge in project management will be missed.

MINUTES

ITEM 1 – PREVIOUS MINUTES

Motion 1: *“That the Owners Corporation adopt the 2024 Annual General Meeting Minutes as provided.”*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2 – FINANCIAL STATEMENTS

Motion 2: *“That the Owners Corporation adopt the audited financial statements for the financial year ended 31 August 2025, prepared and audited by Hardwicks Accounting.”*

Motion Carried

SINKING FUND PLAN UPDATE

ITEM 3 – SINKING FUND PLAN

Motion 3: “That the Owners Corporation agree to adopt the updated Sinking Fund Plan from QS Solutions (2025), as attached.”

Motion Carried

2025/26 BUDGET

ITEM 4 – ADMIN FUND BUDGET

Motion 4: “That the Owners Corporation adopts an administrative budget of \$1,039,700.00 (excl. GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 December 2025, 1 February 2026, 1 May 2026, and 1 August 2026.”

Motion Carried

ITEM 5 – SINKING FUND BUDGET

Motion 5: “That the Owners Corporation adopts the proposed Sinking Fund expenditure budget of \$261,960.00 (excl. GST) and that a contribution of \$507,120.00 (excl. GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 1 December 2025, 1 February 2026, 1 May 2026 and, 1 August 2026.”

Motion Carried

PROPOSED UNITS PLAN AMENDMENT – LOTS 189 & 190 (UNITS G03 & G04)

ITEM 6 – MOTION PROPOSED BY BLIGH-LAX INVESTMENTS PTY LTD AND CLEBURNE HOLDINGS PTY LTD, OWNERS OF LOTS 189 AND 190 (UNITS G03 AND G04)

Motion 6: “That the Owners Corporation unanimously resolve to approve a Minor Internal Boundary Change and an updated Schedule of Unit Entitlement for a minor alteration to the dividing boundary of Units 189 and 190, to be funded wholly by the owners of Units 189 and 190”. (By Unanimous Resolution)

Reasons for Motion:

- a) Proposed boundary change alleviates safety concerns for the occupants of Unit 189.
- b) Proposed boundary change allows ease of access for Unit 189 to the rear laneway.
- c) Proposed boundary adjustment gives effect to alterations previously submitted and advised as approved by Vantage Strata.

Please refer to the supporting information from Lot 189 and 190 for further background and details of the proposed boundary change, as attached to the AGM Notice.

Note: A unanimous resolution requires:

- Every person entitled to vote on the resolution being present, or;
- Having a proxy present, or;
- Voting via absentee

No votes can be cast against the resolution by the persons entitled to vote and at least 1 person must vote in favor.

Secretarial Note: No votes were received against the motion; however, the motion failed due to being unable to meet the requirements of the ‘unanimous resolution’ as stipulated above.

Motion Failed

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 7 – APPOINTMENT OF EXECUTIVE COMMITTEE

Motion 7: “That the Owners Corporation agree to create 3-7 Executive Committee Positions and appoint Thomas Lindfield (Lot 4), Margot Andrew (Lot 68), Nancye Burkevics (Lot 160), Shaun Jeffrey (Lot 175), Brett Thomson (Lot 185), and Tim Kinsela (Lot 197), to stand as Executive Committee members until the next Annual General Meeting”.

Motion Carried

INSURANCE

ITEM 8 – POLICY NOTATION AND RENEWAL

Motion 8: “That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee.”

Motion Carried

BUILDING MAINTENANCE

ITEM 9 – STRUCTURAL DEFECTS

Grady Strata & Facilities advised that communications with the builder, BLOC, are ongoing to continue actively pursuing and addressing all outstanding defects at the complex. It is noted that the complex is now in its sixth year of the defect liability period, and as such, some defects may have since exceeded warranty. Over the past 12 months, Grady Strata & Facilities has compiled an updated and consolidated list of building defects. This list incorporates all relevant outstanding items identified in the Peak Consulting defect report, along with any new issues identified by the on-site Building Manager. Grady’s is working closely with BLOC in consultation with the Executive Committee to resolve these matters.

Owners are encouraged to report any new or existing defects to Grady Strata if they have not already done so. It is important that all owners remain informed about any defects that may affect their individual units. Noting that defects within individual units, excluding balconies, should be reported directly to BLOC by the respective unit owner/s.

ITEM 10 – MAINTENANCE PLAN

The meeting noted that a programmed maintenance register will be maintained by Grady Strata in consultation with the Executive Committee for the upcoming year, which is currently being maintained via Trello.

ITEM 11 – FIRE SAFETY REVIEW

The meeting noted that fire contractors are engaged to carry out the regular fire servicing of the fire amenities at the complex as per the National Construction Code’s (NCC) fire safety requirements. The current contractors are O’Neil & Brown Fire Services (ONBFS).

ITEM 12 – INSURANCE CLAIMS (NEW OR OUTSTANDING)

The meeting noted that there are no current or outstanding insurance claims.

All Owners are reminded that the Building Insurance policy provides coverage for the building structure, fixtures, and common property assets. Coverage does not extend to the individual units’ contents. We encourage all owners to arrange their own contents insurance and/or landlord insurance policies as needed or approach their own insurer or broker to ensure that their individual units are covered appropriately to meet their individual needs.

ITEM 13 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

At the start of the meeting Grady Strata & Facilities provided a thorough overview of all maintenance issues (new and outstanding), throughout the complex. Members present were given the opportunity to raise any additional issues or discussions that may have been missed during earlier discussions. Please see below.

Members present noted the following maintenance issues:

- **Leak / water pooling above the garage door:** This issue will be investigated in consultation with the EC. There is no leak present, however installing drainage holes and sealant may assist in clearing the water pooling above this garage door.
- **Paint patches (particularly Level 8 & the front entrances):** This has been included in stage 1 of the Higgins Painting proposal. This was awaiting approval of expenditure at this AGM before confirming the painting contract, which is now being reviewed and confirmed in consultation with the EC prior to engagement. These areas will be patched and repainted within the painting maintenance contract as a priority.
- **Faulty Light – Outside Alexander Stairwell:** This faulty light is connected to the entire external circuit around the perimeter of the Alexander building. Further investigations will unfortunately be costly, however this can be done. At present this issue had not been treated with urgency as the flashing only occurs for approximately 30 minutes at most before operating normally. Further investigations will take place in the coming year to address this issue.

GENERAL BUSINESS

ITEM 14 – INDIVIDUAL UNIT OWNER MAINTENANCE GUIDE:

Members present proposed the development and distribution of a guide or manual for all owners. This resource would include helpful information or guidance on the maintenance responsibilities that fall to individual owners, ensuring that internal assets within each unit are appropriately maintained. The guide would include reminders and helpful information regarding the upkeep of internal plumbing assets (such as pressure limiting valves, tempering valves, and flexible hoses), internal smoke alarms, balcony pavers and drains, as well as individual air conditioning units (internal and external systems).

ITEM 15 – INDIVIDUAL UNIT ASSETS | BULK PLUMBING SERVICES (OPT-IN SERVICE):

Members present discussed the internal plumbing maintenance responsibilities of individual unit owners, specifically regarding components such as pressure limiting valves, tempering valves, and flexible hoses. It was proposed that Grady Strata assist owners by coordinating a bulk servicing arrangement for the replacement of these valves/hoses, allowing interested owners to opt in. All associated costs would be shared among participating units, with the Owners Corporation bearing no financial responsibility, as these plumbing assets fall under the maintenance obligations of individual owners. Owners are strongly encouraged to participate in this bulk service, as any leaks or resulting damage caused by individual plumbing components will be the responsibility of the respective unit owner. This includes covering the cost of repairs and any resulting damage, either personally or through their individual insurance policies, where applicable.

ITEM 16 – SMATA PORTAL | MAINTENANCE REQUESTS:

Feedback was received by members present regarding the closure of maintenance requests submitted via the SMATA portal or QR code. It was reported that some requests had been marked as closed without the associated work being completed, or without any communication regarding the resolution status. Grady Strata confirmed that all maintenance requests are either actioned and resolved or are added to the ongoing maintenance plan, currently managed via Trello, for further discussion with the Executive Committee or to be linked to an existing maintenance item. This process is intended to consolidate duplicate requests and to ensure all issues are tracked through a centralised platform.

However, Grady acknowledges that this approach has led to a lack of transparency and communication to Owners and Residents, particularly in response to their SMATA requests. Moving forward, Grady's will endeavour to provide clearer updates in response to all maintenance requests, ensuring that the person lodging the request is informed of its status and the reason for any closures in SMATA. It was also noted that some requests are submitted without contact details, making it difficult to follow up. Owners and residents are therefore reminded to include their name and contact number or email address with all maintenance requests, to facilitate effective communication. Additionally, efforts will be made to provide owners with clear updates on outstanding maintenance items through the Executive Committee meeting minutes as well.

ITEM 17 – BIN HOISTS & WASTE ALLOCATIONS:

Members present discussed the current bin hoist arrangements, noting that Grady's are currently seeking formal advice, in consultation with the EC, as to whether the hoists are fit for purpose and how to manage breakdowns and associated access constraints, when they occur. Separately to the above, further discussions arose surrounding the waste allocations. Grady Strata provided clarification on the rationale behind the current bin allocation and placement strategy, reiterating that these arrangements have been implemented to ensure adequate space for all required bins, to prevent waste from becoming trapped in the basement, to reduce the occurrence of unauthorised bulky waste dumping, and to maintain the safety and cleanliness of the complex. As such, the existing waste management setup will remain in place for the foreseeable future.

ITEM 18 – COMMERCIAL TENANCIES (NOISE, WASTE, & ILLEGAL PARKING):

Members present raised ongoing concerns regarding the operation of some commercial tenancies, which are reportedly having a direct impact on neighbouring residents. Key issues identified included noise disturbances, improper waste disposal practices, and unauthorised parking within the alleyways. Specific complaints were made about the disposal of glass bottles late at night and the early morning arrival of waste collection trucks arranged by commercial tenants, believed to be in breach of the ACT Government's noise regulations (<https://www.accesscanberra.act.gov.au/noise-management/noise-standards#Common-noise-levels>).

Grady Strata confirmed they are working closely with the Executive Committee to address these matters with the relevant commercial tenants and associated unit owners. Actions taken to date include direct in-person engagement with the tenancies involved, the issuance of formal letters and written correspondence to all commercial unit owners, and the on-charging of costs to commercial unit owners for additional waste collections necessitated by access issues caused by unauthorised parking. These steps are intended to either resolve the issues collaboratively or to build a case should the Owners Corporation decide to escalate the matter further, such as through the ACT Civil and Administrative Tribunal (ACAT) or a similar body. Additionally, investigations are underway, including the engagement of subcontractors, to explore potential solutions for managing the ongoing parking challenges in the alleyways.

ITEM 19 – LIGHT ISSUE | NEIGHBOURING COMPLEX:

Members present reported concerns regarding a light emanating from a neighbouring complex, being the office building (Yaradhang) for the Department of Health, which shines into multiple units throughout the night. Some owners have already approached the representatives from this building directly but were advised that the light in question could not be turned off or removed. In response, Grady Strata has agreed to engage with the neighbouring complex and the relevant representatives to seek a resolution on behalf of the Owners Corporation, if feasible.

ITEM 20 – EMERGENCY PROTOCOL | GARAGE DOOR:

Members present proposed the installation of a manual override mechanism for the garage door, accompanied by clear signage indicating the appropriate contact person in the event of an emergency. This measure would ensure that residents are able to access the garage door during emergencies and can promptly report any issues to the relevant party, particularly when urgent faults or access issues occur after hours.

Meeting Closed at 7:27 PM.

A&A 'Alexander & Albemarle'

The Owners Corporation – UNITS PLAN 12592

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Tuesday, 23rd September 2025 at 4:30 PM

Location: Online via Microsoft Teams.

MEMBERS PRESENT:

EXECUTIVE COMMITTEE (EC): Thomas Lindfield (Lot 4), Margot Andrew (Lot 68), Nancye Burkevics (Lot 160), and Shaun Jeffrey (Lot 175).

APOLOGIES: Sarah Taylor (Lot 84), Tim Kinsela (Lot 197), and Michael Chant (Lot 177).

STRATA & FACILITIES MANAGEMENT (SM/BM): Owners Corporation Manager representatives from Grady Strata & Facilities – Corey Wolfinger (Building Manager) and Brooke Walton (Strata Manager).

CHAIR: Thomas Lindfield (Lot 4) was elected Chairperson for the meeting by members present.

1. MEETING FORMALITIES

1.1 Notation of members present and/or apologies. – **NOTED**

1.2 Declaration of any conflicts of interests. – **NONE DECLARED**

1.3 Election of Chairperson for the meeting. – **NOTED**

2. PREVIOUS MINUTES

2.1. Confirmation of Previous ECM Minutes:

"The Executive Committee agreed to adopt the minutes of the previous EC Meetings, held on Monday, 18th August 2025." – **APPROVED**

3. FINANCIAL REPORTS

3.1. Review of financial reports from the previous financial year:

The financial reports were reviewed by both the Strata Manager and the Executive Committee. No questions or concerns were raised at this time. – **NOTED**

3.2. Review & confirm the proposed budget for the upcoming year (2025-2026):

Members present reviewed the proposed budget, drafted for the upcoming AGM. One adjustment was made to the Admin Fund to remove the \$50,000 allocated to the intercom upgrades. It was agreed that intercom upgrades be proposed in year 2 of the Sinking Fund instead, due to the significant increases to the current budget for other priority works and expenses planned for 2025-2026. Members present were satisfied with the remainder of the proposed Admin Fund budget and agreed to proceed in presenting this to all Owners for consideration at the upcoming AGM.

Regarding the Sinking Fund budget, an initial updated report was obtained from QS Solutions. Some adjustments to this report will still need to be made and confirmed prior to the AGM, however members present agreed to present the Sinking Fund levies and expenditure to all Owner per the initial report in the meantime. Any further adjustments to the report, or proposed expenditure and levies may be provided to all Owners as an addendum prior to the Annual General Meeting, if finalised in time.

Additionally, the AGM will now be held on 28th October 2025 instead of the originally proposed date, to allow for sufficient notice in accordance with the Unit Titles Management Act (2011) for Motion 6 'Proposed Plan Changes (Units G03 & G04)' due to requiring a Unanimous Resolution – **APPROVED**

4. NEXT MEETINGS

4.1. Upcoming Annual General Meeting (AGM):

Date & Time: Tuesday, 28th October 2025 from 5:00pm onwards.

Location: Online via Zoom and in-person at the Abode Woden, located at 10 Bowes St, Phillip.

The meeting ended at 5:54 PM

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Monday, 18th August 2025 at 4:30 PM

Location: Online via Microsoft Teams.

MEMBERS PRESENT:

EXECUTIVE COMMITTEE (EC): Thomas Lindfield (Lot 4), Sarah Taylor (Lot 84), Nancye Burkevics (Lot 160), Shaun Jeffrey (Lot 175), and Tim Kinsela (Lot 197).

APOLOGIES: Margot Andrew (Lot 68), and Michael Chant (Lot 177).

STRATA & FACILITIES MANAGEMENT (SM/BM): Owners Corporation Manager representatives from Grady Strata & Facilities – Corey Wolfinger (Building Manager) and Brooke Walton (Strata Manager).

CHAIR: Thomas Lindfield (Lot 4) was elected Chairperson for the meeting by members present.

1. MEETING FORMALITIES

- 1.1 Notation of members present and/or apologies. – **NOTED**
- 1.2 Declaration of any conflicts of interests. – **NONE DECLARED**
- 1.3 Election of Chairperson for the meeting. – **NOTED**

2. PREVIOUS MINUTES

2.1. Confirmation of Previous ECM Minutes:

“The Executive Committee agreed to adopt the minutes of the previous EC Meetings, held on Monday, 19th May 2025.” – **APPROVED**

3. BUILDING MANAGEMENT REPORT

3.1. Discuss and review all Outstanding Items on Trello (Maintenance Platform):

The Building Manager (Corey) provided an overview of the outstanding maintenance items and discussions within the Trello Board. Noting that the Trello Board is used as a maintenance register and communication platform between the EC and Grady Strata & Facilities. Corey also briefly demonstrated how to use the Trello Board more efficiently and ways to customise the board based on your individual preferences and priorities. Corey also informed the EC of any changes that have been made to the layout of the Trello Board since the last meeting, ensuring all parties are aligned with Trello’s current structure and usage protocols. – **NOTED**

4. GENERAL BUSINESS DISCUSSIONS

4.1. Gardening & Landscaping – Soil / Mulch Replenishment & Plant Replacements:

Members present reviewed the current gardening services provided by Fairy Services, along with a comparative quote and recommendations from Corporate Gardens regarding soil and mulch replenishment works to be completed prior to the proposed plant replacements. Given the potential costs involved, it was agreed that this matter should be presented for discussion with all Owners at the upcoming Annual General Meeting (AGM) and that additional quotes/advice should be sought from other gardeners for consideration. Both Fairy Services and Corporate Gardens will be asked to provide further details and updated proposals for further consideration as well, such as clarification surrounding Elevated Work Platform (EWP) access and their scope of works. In the interim, Grady Strata & Facilities will obtain quotes for any urgent gardening works and compile a priority list, to be assessed separately to the proactive gardening enhancements to be discussed at the upcoming AGM. It was also noted that the current gardening contract is significantly under-scoped, resulting in insufficient time for the gardeners to maintain the gardens adequately or proactively. We will continue to pursue Fairy Services’ approval to tender the gardening contract prior to completion of the current contract, so that we can increase the scope of works appropriately. – **NOTED**

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

4.2. Security & Safety:

Members present agreed for Grady Strata & Facilities to obtain quotes for the installation of additional CCTV cameras systems to monitor the car park entrances and service laneways. Quotes will be presented for consideration and discussion with all Owners at the upcoming AGM. – **NOTED**

4.3. Unit G03 & G04 – Alterations / Boundary Changes:

As discussed and noted at the previous EC Meeting, the owner of Unit G03 & G04 made alterations to the boundary wall between the two units in 2023. The Owner is now seeking to formalise the boundary change on the Units Plan, including any necessary unit entitlement redistributions that may be necessary as a result. Formal approval via the Owners Corporation for this boundary change has not yet been obtained. To approve a motion for a boundary change, Unit G03 & G04 need to obtain approval from the Owners Corporation via a unanimous resolution. A unanimous resolution requires that no votes can be cast against the resolution, all owners must attend the meeting, attend by proxy, or submit an absentee form and at least one owner must vote in favor of the motion. The EC has authorised for Unit G03 & G04 to present this motion and their supporting documentation at the upcoming AGM to seek this unanimous resolution from all Owners. Further details surrounding this boundary change will be included in the AGM Notice for all owners to consider. – **NOTED**

4.4. Bin Hoist:

Members present discussed the bin hoist arrangements in detail, with advice to be sought regarding the hoist being fit for purpose and how to handle breakdowns and associated access constraints, when they occur. Separately to the above, it is important for all owners / and occupants to be aware that the current bin allocations/arrangements are intending to remain the same, for the foreseeable future, regardless of the outcomes relating to the use of the bin hoist. – **NOTED**

4.5. AGM Preparations:

With the complex's current financial year ending on 31 August 2025, preliminary planning for the Annual General Meeting (AGM) has commenced. Members present proposed Tuesday, 21st October 2025, as the tentative date for the AGM. To facilitate preparations, the next Executive Committee Meeting (ECM) has been scheduled for Tuesday, 23rd September 2025, during which the proposed budget and AGM Notice will be reviewed. The final AGM Notice is expected to be distributed to all owners by Monday, 29th September 2025, ensuring the required three-week notice period ahead of the AGM. – **NOTED**

4.6. Commercial Toilets – Temporary Signage:

Members present requested the installation of temporary laminated signs at the ground floor commercial entrances, near the accessibility toilets, to inform and remind occupants of the available male and female bathroom facilities located on the upper levels. The signs will clearly indicate the relevant floor numbers for each facility to ensure clarity. While permanent signage is being considered as part of the formal signage audit and upgrade process, temporary signage is to be installed in the interim to support clear communication, improve accessibility and to encourage the use of the facilities on the upper levels. – **NOTED**

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

5. ITEMS FOR NOTING:

- 5.1. Defect Report:** Grady Strata and BLOC are in discussions to progress & resolve all outstanding items within the current defect report.
- 5.2. Carpet cleaning for both buildings:** Being tendered.
- 5.3. Car park cleaning for both buildings:** Deferred until after Spring.
- 5.4. Gutter cleaning:** Pending quotes & access solutions from BLOC.
- 5.5. Window cleaning:** BLOC are still investigating this. Grady will continue to monitor progress on this outstanding issue with urgency.

6. FINANCIAL REPORTS

- 6.1.** Review of financial reports up to 14th August 2025. – **Deferred** (*due to insufficient time*)
- 6.2.** Review of financial/budget management. – **Deferred** (*due to insufficient time*)

Secretarial Note: It was noted that the financial reports have not been actively reviewed during recent Executive Committee (EC) meetings. To address this, financial reports will be prioritised and reviewed at the beginning of each EC meeting. The next EC meeting will focus on reviewing the financial statements, the proposed budget, and key discussions for the upcoming Annual General Meeting (AGM). As such, the proposal to prioritise financial reporting will be implemented at the first EC meeting following the AGM.

7. NEXT MEETINGS

7.1. Next EC Meeting (AGM Prep & Budget Review):

Date & Time: Tuesday, 23rd September 2025 from 4:30pm – 5:30pm

Location: *Online via Microsoft Teams*

7.2. Proposed Date for Upcoming AGM (Tentative Booking):

Date & Time: Tuesday, 21st October 2025 from 5:00pm – 7:00pm

Location: *Online via Zoom and in-person at the Abode Woden, located at 10 Bowes St, Phillip.*

The meeting ended at 6:30 PM

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Maintenance Quotes Discussed at ECM – EC Decisions			
Trade	Quote. No	Brief Description	Status
ONBFS	Q-0754	Fire Extinguisher Replacements	Approved
ONBFS	Q-1034	Emergency Exit Lightings <i>Note: Get quote updated after J2 works are complete before proceeding.</i>	Approved
J2 Electrical	Q.1642	Inactive Lights (multiple lights). <i>Note: Small overlap with ONBFS Q-1034.</i>	Approved
SPEC	N/A	Carpark Cleaning <i>Note: Defer until after Spring.</i>	Deferred
SPEC	Q-0629	Commercial Grade Toilet Paper Holders	Deferred
SPEC	N/A	Carpet Cleaning	Tender
JML Plumbing	Q-30404	Clean Carpark Drains <i>Note: Defer until after Spring.</i>	Deferred
JML Plumbing	Q-30404	Cleaning Stormwater Systems / Drains	Approved
JML Plumbing	Q-30404	Clean Spoon Drains	Approved
JML Plumbing	Q-30404	Plumbing fixture replacement / repairs (General)	Approved
JML Plumbing	Q-30404	Replace 1x Backflow Device	Approved
JML Plumbing	Q-30404	Sewerage Pump Replacement	Approved
JML Plumbing	Q-30404	Stormwater Pump Replacement	Approved
Atlan Stormwater	Q-18289-1	Pump out ecosepter tank (1of 2 quotes)	Declined
Southern Sullage	N/A	Pump out ecosepter tank (2 of 2 quotes)	Approved

Maintenance Quotes Still Being Sourced – Pending Quotes			
Item	Trade	Item	Trade
Blocker Plates	<ul style="list-style-type: none"> Class Locksmiths Canberra Locksmiths Key Focus 	Painting Works	<ul style="list-style-type: none"> Josh's Painting Higgins
Door Replacements	<ul style="list-style-type: none"> ONBFS 	Plant & Mulch Replacements	<ul style="list-style-type: none"> Fairy's Corporate Gardens
Door Seals	<ul style="list-style-type: none"> ONBFS JML Plumbing Canberra Locksmiths 	Gutter Cleans	<ul style="list-style-type: none"> RnB Touchdown ACT Gutter Cleaning
Bollards	<ul style="list-style-type: none"> Capital Lines & Signs CBR Line Marking MSR 	Camera's / CCTV	<ul style="list-style-type: none"> Automate ICU ASG S1
Additional Swipe Readers	<ul style="list-style-type: none"> Automate 	Perimeter Seals	<ul style="list-style-type: none"> Techniclean
Handrail Repairs	<ul style="list-style-type: none"> Squigs Welding ACT Steelworks HDM Metal 		

A&A 'Alexander & Albemarle'

The Owners Corporation – UNITS PLAN 12592

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: **Monday, 19th May 2025 at 4:30 PM**

Location: Online via Microsoft Teams.

MEMBERS PRESENT:

EXECUTIVE COMMITTEE (EC): Thomas Lindfield (Lot 4), Margot Andrew (Lot 68), Nancye Burkevics (Lot 160), Shaun Jeffrey (Lot 175), Michael Chant (Lot 177), and Tim Kinsela (Lot 197).

APOLOGIES: Sarah Taylor (Lot 84).

STRATA & FACILITIES MANAGEMENT (SM/BM): Owners Corporation Manager representatives from Grady Strata & Facilities – Corey Wolfinger (Building Manager) and Brooke Walton (Strata Manager).

CHAIR: Thomas Lindfield (Lot 4) was elected Chairperson for the meeting by members present.

1. MEETING FORMALITIES

- 1.1 Notation of members present and/or apologies. – **NOTED**
- 1.2 Declaration of any conflicts of interests. – **NONE DECLARED**
- 1.3 Election of Chairperson for the meeting. – **NOTED**

2. PREVIOUS MINUTES

2.1. Confirmation of Previous ECM Minutes:

"The Executive Committee agreed to adopt the minutes of the previous EC Meetings, held on Monday, 7th April 2025." – **APPROVED**

3. MAINTENANCE CONTRACTS

3.1. Review and Discuss all Outstanding Maintenance Contracts:

The Building Manager (Corey) conducted an in-depth analysis of the scopes provided by all tenderers and presented an overview of these proposals for the EC to review, discuss and elect. The Executive Committee agreed to award the following tenders and enter into a two (2) year contract for each service agreement. Please refer to the following page for a breakdown of the tender decisions and outcomes for each contracted service. – **APPROVED**

Approved Service Contracts (2-year Term):

- Fire Maintenance Service – **ONBFS**
- Electrical Maintenance Service – **J2 Electrical**
- Mechanical Maintenance Services (HVAC) – **PacificFM**
- Hydraulic Maintenance Services – **JML Plumbing**
- Roller Door Maintenance Services – **Capital Doorworks**

3.2. Cleaning Contract Tenders:

The EC reviewed and discussed the cleaning tenders in detail, however, due to the increased scope of works and associated price increases, the EC agreed to defer this decision at the meeting. Further negotiations and discussions to be conducted between the tenderers before the EC make their final decision. – **NOTED**

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Contracted Services	Current Trade	Tenderers	Resolution / EC Decisions	Contract Term
Cleaning Contract	M&M Rolfe Cleaning	1. M&M Rolfe Cleaning (current) 2. SPEC Services 3. Fairy Services	Approved Tender: N/A [DEFERRED]	2-Years
Fire Maintenance	ONBFS	1. ONBFS (current) 2. Form1 Fire 3. 360 Degree Fire	Approved Tender: ONBFS	2-Years
Electrical Maintenance	Pacific FM	1. Pacific FM (current) 2. J2 Electrical 3. Maritex	Approved Tender: J2 Electrical	2-Years
HVAC Services	Pacific FM	1. Pacific FM (current) 2. Airmaster Australia 3. ARA	Approved Tender: PacificFM	2-Years
Plumbing Services (PPM)	Pacific FM	1. Pacific FM (current) 2. JML Plumbing 3. Level Plumbing	Approved Tender: JML Plumbing	2-Years
Roller Door Maintenance	ACT Doorland	1. ACT Doorland (current) 2. MSR Electrical 3. Capital Doorworks	Approved Tender: Capital Doorworks	2-Years

4. COMMERCIAL SIGNAGE

4.1. Signage Plans & Applications:

The Executive Committee discussed the current signage plans in relation to existing signage throughout the complex and future signage applications. The EC will continue these discussions with a focus on reviewing the existing signage rules to ensure they are consistent with the needs of the complex and its occupants. The EC is committed to developing a consistent and transparent framework that supports effective communication, aesthetic coherence, and regulatory compliance across all signage installations. – **NOTED**

5. GENERAL BUSINESS:

5.1. Units G03 & G04 – Alteration Application / Boundary Changes:

It has been brought to our attention that the joint owners of Unit G03 & G04 have made alterations to the boundary wall between the two units back in 2023. The Owner is now seeking to formalise a boundary change for the units on the Units Plan, including any necessary unit entitlement redistribution that may be necessary as a result. Grady Strata approached the representative of G03 & G04, as well as the EC, to confirm what approvals were obtained prior to these alterations being made. After discussions with the EC and reviewing previous meeting minutes it was concluded that formal approval via the Owners Corporation for a boundary change has not yet been obtained. To approve a motion for a boundary change, Unit G03 & G04 would need to obtain approval from the Owners

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EXECUTIVE COMMITTEE MEETING MINUTES

Corporation via a unanimous resolution. A unanimous resolution requires that no votes can be cast against the resolution, all owners must attend the meeting, attend by proxy or submit an absentee form and at least one owner must vote in favor of the motion. This advice has been relayed onto Unit G03 & G04 who are currently liaising with their solicitor on this matter. The entitlement amendment is a much simpler process, so the main obstacle is the minor boundary change resolution. – **NOTED**

5.2. Community Garden – Request from 'See Change'

The Executive Committee reviewed a proposal submitted by a representative of 'See Change' to establish a community garden behind the Albemarle Building. While the majority of the proposed garden area lies on government-owned land, approximately one metre of land directly behind the building falls within the private property of A&A. See Change has requested permission to incorporate this portion into their garden plans. Following discussion, the EC resolved to grant conditional approval for the use of the A&A-owned land. This approval is limited to the specified one metre strip and is contingent upon several conditions. The existing irrigation system in this area may remain in place but must be disconnected from the water supply. Furthermore, See Change must not alter, remove, or interfere with any existing assets within the approved area, including trees, shrubs, and irrigation lines. The EC supports the community garden initiative in principle and will continue to monitor its implementation to ensure compliance with these conditions. – **APPROVED**

6. FINANCIAL REPORTS

6.1. Review of financial reports up to 14th May 2025. – **Deferred** (*due to insufficient time*)

6.2. Review of financial/budget management. – **Deferred** (*due to insufficient time*)

Secretarial Note: *Due to insufficient time within the meeting, the financial reports are to be reviewed outside of the ECM, with queries being discussed/confirmed via email instead.*

7. NEXT MEETINGS

7.1. Next EC Meeting:

Monday, 18th August 2025 from 4:30pm – 5:30pm

Location: Online via Microsoft Teams

The meeting ended at 6:27 PM

A&A 'Alexander & Albemarle'
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EXECUTIVE COMMITTEE MEETING MINUTES

Maintenance Quotes Works Completed (March-May 2025)			
Trade	Quote No.	Description	Status
ONBFS	Quote No. 13790	Fire Hydrant System – Require a new Storz cap	Completed
ONBFS	Quote No. 13791	New sign required and missing 003 lock	Completed
ONBFS	Quote No. 15206	Fire detection defects – multiple assets	Completed
ONBFS	Quote No. 15973	Battery Replacements – Albemarle control room	Completed
ONBFS	Quote No. 15979	Battery Replacements – Alexander control room	Completed
ONBFS	Quote No. 16823	Lights defects – multiple assets	Completed
ONBFS	Quote No. 16011	Testing solenoid and fire alarms	Completed
ACT Wheelie Clean	INV No. 00013317	Deep Clean 24x hopper bins (12x waste bins & 12x Recycling bins)	Completed

Maintenance Other Expenses (YTD)		
Item / Issue	Total Amount Spent (excl. GST)	Fund
Bin Hoist	\$10,656.28	Admin Fund
BM Supplies	\$1,594.92	Admin Fund
Fire (Maintenance)	\$9,936.50	Admin Fund
Garage Door Repairs	\$2,890.90	Admin Fund
General Repairs	\$11,114.09	Admin Fund
Lift Repairs	\$4,705.98	Admin Fund
Pest Service Wasp Issue	\$270.91	Admin Fund
Plumbing (Maintenance)	\$4,569.41	Admin Fund
Irrigation Repairs	\$1,401.44	Admin Fund
Additional Rubbish Collections	\$1,626.54	Admin Fund
Replacement Roller Shutter	\$19,880.00	Sinking Fund

A&A ‘Alexander & Albemarle’
The Owners – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Date: 6 pm Monday 7 April 2025
Venue: Online
Chair: Tom Lindfield

Present: Tom Lindfield (Chairperson)
Michael Chant
Nancye Burkevics (Secretary)
Tim Kinsela
Sarah Taylor
Margot Andrew
Shaun Jeffrey (Treasurer)

1. Meeting formalities

- 1.1. Tom Lindfield confirmed as chair
- 1.2. Conflict of interest – none declared

2. Minutes of meeting held 17 March 2025

- 2.1. Declared a true record, noting they have been distributed to owners within prescribed time limit
- 2.2. In future, while draft minutes will be sent to all EC members for comment, chair and secretary will clear for distribution to owners.

3. Finance update

- 3.1. Committee noted that finance reports available through SMATA are generated in real time and are the single source of up to date information. Any posts on Trello are not generated in real time and therefore will not be the most up to date finance/budget information available.
- 3.2. Treasurer will discuss with Strata Manager process for following up levies in arrear of more than 60 days.
- 3.3. Treasurer will update the committee on finances after discussion with Strata Manager but noted expenditure appears to be on track as per the budget.

4. Bin hoists

- 4.1. Schindler, as the service and maintenance provider, has visited the site to assess the breakdown of the Albemarle hoist. Schindler is providing advice to Building Manager on repairs and safe use of the bin hoist.
- 4.2. This advice may necessitate a permanent rearrangement of waste/recycling bin storage and management across both buildings. The bins belonging to commercial tenants in Albemarle have been relocated from the waste room in the basement to the ground level space previously used for bins excess to chute requirements. Residents and tenants have been advised about the changed arrangements, including how to access storage units.
- 4.3. Regular reminders, including ACT Government regulations, about waste management are being provided to residents. Dumping of household goods and furniture and oversized unflattened cardboard boxes continue to be a problem as does the regular blockage of chutes by unsuitably large items.
- 4.4. The concerns about residents’ current lack of access to bins raised by a resident in a letter to the EC were considered and discussed. A response to the resident will be prepared and regular updates (at least fortnightly) to residents will be provided through emails and Facebook group posts.

5. Meeting with Transport Canberra and City Services – Information only

5.1. Tom and Nancye met with the Senior Director, Roads and Paths Network of Transport Canberra and City Services to discuss traffic issues in and around our building. Some specific issues we raised are:

- plans for space behind library
- congestion on the library corner of Furzer Street with cars seeking to exit and enter Albemarle and W2 car parks. The effectiveness (or lack) of the Give Way sign on the corner.
- road sinking on the corner of Furzer adjacent to the library. This causes flooding of the corner creating a hazard. Requires urgent rectification.
- safety and use of the bike path. Installation of reflectors on concrete dividers.
- forward planning around traffic flow when current projects are complete.

5.2. The Senior Director listened to our concerns, and he was able to observe some of the traffic issues. Photos of problem spots were taken. He advised that he looks after issues such as changes to parking, road repair and minor amendments to traffic control devices such as Give Way signs. Planning is not in his portfolio, but he undertook to report back to the planning team. The representative will respond to our concerns, and we will follow up next week if a response has not been received.

5.3. The representative of TCCS appeared to understand the issues raised and the impression was given that some concerns could be addressed. Realistically, however, we are not expecting all concerns can be rectified or that any changes will occur in a short timeframe.

6. Next meeting – 4.30 pm Monday 19 May. Venue TBA

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Monday, 17th March 2025 at 4:30 PM

Location: Online via Zoom.

MEMBERS PRESENT:

EXECUTIVE COMMITTEE (EC): Thomas Lindfield (Lot 4), Margot Andrew (Lot 68), Sarah Taylor (Lot 84), Nancye Burkevics (Lot 160), and Michael Chant (Lot 177).

APOLOGIES: Shaun Jeffrey (Lot 175) and Tim Kinsela (Lot 197).

STRATA & FACILITIES MANAGEMENT (SM/BM): Owners Corporation Manager representatives from Grady Strata & Facilities – Corey Wolfinger (Building Manager) and Brooke Walton (Strata Manager).

CHAIR: Thomas Lindfield (Lot 4) was elected Chairperson for the meeting by members present.

1. MEETING FORMALITIES

- 1.1 Notation of members present and/or apologies. – **NOTED**
- 1.2 Declaration of any conflicts of interests. – **NONE DECLARED**
- 1.3 Election of Chairperson for the meeting. – **NOTED**

2. PREVIOUS MINUTES

2.1. Confirmation of Previous ECM Minutes:

“The Executive Committee agreed to adopt the minutes of the previous EC Meetings, held on Tuesday, 21st January 2025.” – **APPROVED**

3. OUTSTANDING DEFECTS (BLOC)

3.1. Review and Discuss all Outstanding Defects:

The Building Manager (Corey) has collated a list of defects identified since November 2024. Corey presented an overview of these defects to the Executive Committee (EC) during this meeting for further consideration. It was agreed that all outstanding defects from the previous Peak Consulting report be merged into one combined spreadsheet with the additional/recent defects identified by Corey. Once collated, this spreadsheet is to be provided to BLOC for formal response and action of all outstanding defects. An update will be provided to the EC once BLOC have confirmed which defects they will be attending to and/or any additional points of discussion. It was suggested that timeframes for responses and actions be requested from BLOC where feasible in order to set appropriate expectations. – **NOTED**

In addition to this it was agreed that the collated defect spreadsheet be uploaded to the EC Trello Board, if feasible. If the file is too large than a link will be provided to the EC instead, so they can access the spreadsheet online. – **NOTED**

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EXECUTIVE COMMITTEE MEETING MINUTES

4. MAINTENANCE SERVICE AGREEMENTS – TENDERING & RENEWALS

4.1. Review all Expired Service Agreements & Confirm Tenders and/or Renewals:

The Building Manager (Corey) presented an overview of the current services being provided for all expired maintenance agreements. Following these discussions members present confirmed which contracts are to be tendered and which are to be renewed with their existing service providers. An opportunity was also provided to members present for input and/or recommendations of trades to approach for these tenders, in addition to those recommended by Grady Strata & Facilities. Please see below table for an overview of these discussions and outcomes for each maintenance contract. – **NOTED**

Contracted Services	Current Tradesperson	Contract Resolution	Tenderers (if applicable)
Pool Maintenance	First Rate Pools	Renew Contract	N/A
Cleaning Contract	M&M Rolfe Cleaning	Amend Scope & Tender Contract	1. M&M Rolfe Cleaning (current) 2. SPEC Services 3. Fairy Services
Lift Maintenance	Schindler Lifts	Renew Contract	N/A
Fire Maintenance	ONBFS	Tender Contract	1. ONBFS (current) 2. Form1 Fire 3. 360 Degree Fire
Electrical Maintenance	Pacific FM	Tender Contract	1. Pacific FM (current) 2. J2 Electrical 3. Maritex
HVAC Services	Pacific FM	Tender Contract	1. Pacific FM (current) 2. ACES 3. Airmaster Australia
Plumbing Services (PPM)	Pacific FM	Tender Contract	1. Pacific FM (current) 2. JML Plumbing 3. Level Plumbing
Roller Door Maintenance	ACT Doorland	Tender Contract	1. ACT Doorland (current) 2. MSR Electrical 3. Capital Doorworks

5. A&A ALLEYWAYS – COMMERCIAL TENANCY BREACHES & PARKING SOLUTIONS

5.1. Regulations & Breaches for Commercial Tenancies:

Members present discussed in detail, the ongoing issues and complaints related to several commercial tenancies. These complaints include smoke drift, noise, common property damages, parking issues and general tidiness of the Albemarle alleyway and commercial waste rooms. It was noted that numerous informal discussions have been held with these commercial tenancies to address these concerns and propose alternative solutions. Unfortunately, these discussions have not resulted in any lasting improvements. Therefore, Members present agreed to begin issuing formal breach notices to the relevant unit Owners of these commercial tenants to start addressing these issues more stringently. – **NOTED**

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It was also noted that when commercial tenancies collected their bollard keys to the laneway, they signed written agreements to keep the area tidy and remove all items on a weekly basis. All Owners of commercial tenancies are reminded to raise these issues with their tenants and to reinforce their obligations to keep the laneways orderly and to comply with the complex rules regarding noise, smoke, and parking regulations. We would also like to formally notify that any units found to be in breach of these rules will incur charges accordingly. For instance, costs for additional waste collections will be charged to the unit owners responsible for missed collections. If tenants park in the laneway and block access for waste collections, the associated costs will be charged to the unit owner, who will be responsible for passing these charges onto their tenants at their own discretion. – **NOTED**

5.2. Re-designing Laneways & Associated Parking Solutions:

In connection with the above issues, the Building Manager (Corey) proposed plans to redesign both the Abemarle & Alexander laneways to better utilise the space. These plans include alternative parking solutions for residents, commercial tenants, contractors, removalists, and couriers, with the primary goals of preventing missed waste collections, preventing damage to common property, and improving the overall appearance of the laneways. The proposed plans suggest dividing the laneways in half, restricting access to the waste enclosures, and reallocating the remaining areas for loading zones, commercial storage, and other uses. Members present agreed to apply coloured line markings to both laneways initially, to assess whether dividing and reallocating these areas provide any improvements with ongoing parking issues and general tidiness, etc. – **APPROVED**

Members present agreed for the Building Manager (Corey) to update/change all bin area key codes on an annual basis (every 12-months) to ensure that these areas remain well secured and to prevent former tenants and commercial employees from retaining access after their departure. – **NOTED**

5.3. Commercial Waste Collection Areas & Bin Hoist Issues:

Due to recent issues with the Albemarle bin hoist, the commercial waste has been temporarily relocated to the upper-level (Ground Floor) waste area, in the Albemarle Laneway. Based on feedback received so far, this temporary solution has proven to be successful by all parties involved. It is therefore suggested that all commercial tenancies with odorous waste continue to use the upper waste enclosure in this laneway. The remaining non-odorous commercial tenancies will be relocated back to the original lower-level commercial waste area (underground) once the bin hoist has been rectified. This change will help reduce the unpleasant smell in the lower waste area, as the upper waste area benefits from better airflow. Additionally, it is anticipated that this will be beneficial for the bin hoist by decreasing its usage by some of the commercial tenancies. Furthermore, this adjustment will provide additional space in the lower waste area for potential improvements, such as the installation of bike racks for owners and residents to utilise. – **NOTED**

6. BLOCKER PLATES

6.1. Discuss plans to increase complex security. – **Deferred** (*due to insufficient time*)

7. GENERAL BUSINESS:

7.1. No further discussions raised by members present. – **NOTED**

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

8. FINANCIAL REPORTS

8.1. Review of financial reports up to 16th March 2025. – **Deferred** (*due to insufficient time*)

8.2. Review of financial/budget management. – **Deferred** (*due to insufficient time*)

***Secretarial Note:** Due to insufficient time within the meeting, the financial reports have been reviewed outside of the ECM, with queries being discussed/confirmed via email instead.*

9. NEXT MEETINGS

9.1. Next EC Meeting:

Monday, 19th May 2025 from 4:30pm – 5:30pm (location: Online via Microsoft Teams).

The meeting ended at 6:07 PM

A&A 'Alexander & Albemarle'

The Owners Corporation – UNITS PLAN 12592

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Tuesday 21st January 2025 at 4:30 PM

Location: On-Site, at 702/45 Furzer Street, Phillip, ACT, 2606.

MEMBERS PRESENT:

EXECUTIVE COMMITTEE (EC):

Thomas Lindfield (Lot 4), Sarah Taylor (Lot 84), Nancye Burkevics (Lot 160), Shaun Jeffrey (Lot 175), and Michael Chant (Lot 177).

APOLOGIES: Margot Andrew (Lot 68) and Tim Kinsela (Lot 197).

STRATA & FACILITIES MANAGEMENT (SM/BM): Owners Corporation Manager representatives from Grady Strata & Facilities – Corey Wolfinger and Brooke Walton.

CHAIR: Thomas Lindfield (Lot 4) was elected Chairperson for the meeting by members present.

1. MEETING FORMALITIES

1.1 Notation of members present and/or apologies. – **Noted**

1.2 Declaration of any conflicts of interests. – **None declared**

2. PREVIOUS MINUTES

2.1. Confirmation of Previous ECM Minutes:

"The Executive Committee agreed to adopt the minutes of the previous EC Meetings, held on Tuesday 20th August 2024 and Monday 13th January 2025." – **Approved**

3. MAXIMISING COMMUNICATIONS

3.1. Review of Communications Methods & Platforms:

The EC further discussed best practices to optimise the communications between the EC and the Managing Agents (SM and BM), to improve efficiency. This included a review of the current communication platforms primarily consisting of SMATA, Outlook & OneNote at present.

As part of these discussions Grady Strata proposed the integration of a platform called Trello. Currently the Building Manager has been using OneNote as an offline tracking platform. Unfortunately, this platform is very static and has minimal capabilities for collaboration with the EC. Therefore, Grady Strata proposed the use of Trello to consolidate both the OneNote tracking sheet and outlook discussions into the one platform which allows multiple options for collaboration and discussion, whilst providing live updates on the buildings' day-to-day progress.

3.2. Access and Utilisation of SMATA and other Systems.

Members present discussed the functionality of SMATA and issues identified surrounding the accessibility of some communication functions on the platform. Such as accessing the EC discussions/noticeboard on a particular quote via the main portal page rather than having to use an email link. As well as possible user setting issues to allow EC members to generate additional financial reports, etc. and not being able to have more than one email/account allocated to each unit profile. Grady Strata will investigate these issues further in consultation with the EC. In the meantime, while the issues with SMATA are being investigated/resolved; it was agreed that the EC would start using Trello for future EC communications and quote reviews/votes.

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Please note: SMATA acts only as an owners portal. However, Tenants can log jobs into SMATA via the maintenance QR codes on-site. Grady Strata will work with the EC to better understand SMATA's functionality and limitations as well as the possibility of a SMATA training session, to be conducted by representatives from SMATA.

Based on discussions within 3.1 and 3.2 the below actions have been determined:

- **Commencement of Trello (Grady & EC):**
Grady Strata and the EC will start trialing Trello for EC discussions, voting, etc. General maintenance and live updates will also be included/tracked through Trello.
- **Discontinuation of OneNote (Grady):**
The remaining contents of the Building Managers tracking sheet from OneNote will be transferred onto Trello, to allow the the EC to have full visibility over all general maintenance and contracts at the complex. The Building Manager will cease use of OneNote and all future updates will be included in Trello moving forwards.
- **Decreased Communication via Emails/Outlook (Grady & EC):**
As part of the transition to Trello, communications via outlook will be minimised to encourage the use of Trello for further discussions, so that all relevant comms are in the same location. In addition to this, when using Outlook, the EC requested that the subject lines specify if EC approval is required and associated urgency or deadlines for responses.
- **SMATA (Grady & EC):**
 - Further discussions to take place between the EC and Grady to clearly identify any misconceptions with SMATA's capabilities.
 - Grady Strata to investigate user settings for EC visibility/access, comms and reports.
 - Grady Strata to investigate/arrange a SMATA training session with a representative from SMATA (if feasible).

Please see below breakdown of Communication platforms/processes for all parties:

- **Owner Communications (same as existing):**
 - Maintenance lodged via SMATA QR Codes and/or via email to Strata Manager
 - Enquiries lodged via SMATA and/or via email to Strata Manager
 - Updates provided by Grady via email/post
 - Updates provided by EC via Facebook page
- **Tenant Communications (same as existing):**
 - Maintenance lodged via SMATA QR Codes and/or via email to Strata Manager
 - Enquiries lodged via email to Strata Manager
 - Updates provided by Grady via email/post
 - Updates provided by EC via Facebook page
- **Contractor Communications (same as existing):**
 - Jobs sent to trade via SMATA
 - Communications via SMATA and/or email
 - Invoices provided via SMATA and/or email
 - Payment processed via SMATA

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EXECUTIVE COMMITTEE MEETING MINUTES

- **EC Communications (New/Updated):**
 - Maintenance lodged via Trello
 - EC Discussions via Trello
 - Quote Reviews via Trello
 - EC Voting via Trello
 - Updates provided by Grady via Trello

4. APPLICATION APPROVAL PROCESS & PROCEDURES

4.1. Review of current approval processes and alternative options or delegations:

The EC discussed the delegation of the approval process for all general applications and pet applications to the Strata Manager to improve the response times for applicants and to alleviate additional communications to the EC for minor approvals. This delegation will only be in place for the remainder of the financial year, until the next EC is elected, and will be reviewed by the current EC throughout the year to ensure the delegations are appropriate.

In addition to this it was discussed whether the EC would like to provide an increased expenditure limit for Grady to proceed with works under that limit without requiring EC approval. The EC determined that their preference would be to continue approving all minor expenditure so that the EC can remain involved in all future works. Grady is in agreement with this decision so that the EC can provide any relevant background or historical information for the proposed works, whilst the building is still in its transitional phase.

“The Executive Committee formally agreed to delegate the review and approval of all general applications and pet applications to the Strata Manager for the remainder of the financial year, until the next EC is elected.” – Approved

5. MAINTENANCE CONTRACTS REVIEW

5.1. Review all maintenance contracts:

During the meeting we briefly reviewed all current and outstanding maintenance contracts in place at the complex. It was determined that the following steps would be followed for all expired contracts.

Contract Review Process:

1. Grady to review current services and scope of works.
2. Grady to obtain comparative proposals, where recommended.
3. Grady to provide overview and recommendation to EC with proposals for further review.

6. OUTSTANDING QUOTES & APPLICATIONS

6.1. Review any outstanding quotes and/or applications.

- **Updated Sinking Fund Forecast Report:**

This quote was provided to the EC in advance for prior review ahead of the meeting.

“The Executive Committee agreed to approve the quote from QS Solutions to complete an Updated Sinking Fund Forecast Report.” – Approved

- **Schindler Lifts Proposal – Contract renewal:**

This proposal was provided to EC in advance for prior review ahead of the meeting.

In addition to this, it was noted that Grady would confirm if the lift in Wonder School is Common Property or part of their private unit subsidiaries.

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

“The Executive Committee agreed to approve the proposal from Schindler Lifts to enter into a 2-year maintenance contract for the lifts.” – Approved

- **Atlan Stormwater Proposal:**

Further investigations need to be completed to confirm if Atlan Stormwater are referring to the grease traps (subsidiary to the Alby; not Common Property). Or whether they are referring to drainage on common property. The Building Manager will review this further and discuss with Atlan Stormwater to confirm service details and requirements for further discussion with the EC, before approving any quotes/proposals.

- **Outstanding Fire Defects – ONBFS (7x Quotes):**

Grady have completed an audit of all outstanding fire quotes and have collated them based on priority/urgency in consultation with ONBFS. The EC noted that all fire defects are a priority, and their preference would be to approve all outstanding works at once. However, Grady Strata advised that this depends on the available funds/cashflow, noting that the insurance premium will be due in February 2025. Grady Strata will send the quotes through to the EC with the priority breakdown for further consideration. Approval of these quotes may be deferred until after the insurance renewal is processed so that we can confirm available funds before proceeding.

- **Mulching Quote from Gardeners:**

This quote has been put on hold until after the irrigation works have been completed. It was noted that some of the mulching works included in the quote may not be needed and therefore the savings from the quote could be put towards the irrigation works as well.

7. GENERAL BUSINESS:

7.1. Processes for Moving in/out:

It was noted that some residents are not following the correct process when moving in/out of the complex. This needs to be scheduled with the Building Manager in advance to ensure that lift padding is installed, and lifts/doors can be locked open, so that they are not damaged during the move.

7.2. Electronic Noticeboard:

Members present discussed installing electronic noticeboards in the lifts as an easier way to communicate with Tenants/Residents. Grady Strata will obtain a quote for this for the EC's consideration.

8. FINANCIAL REPORTS

8.1. Review of financial reports up to 20th January 2025. – **Deferred** (*due to insufficient time*)

8.2. Review of financial/budget management. – **Deferred** (*due to insufficient time*)

9. NEXT MEETINGS

9.1. Next EC Meeting:

Monday, 17th March 2025 from 4:30pm – 5:30pm (location: TBA).

The meeting ended at 6:32 PM

A&A ‘Alexander & Albemarle’
The Owners – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Date: 6 pm Monday 13 January 2025
Venue: 45 Furzer Street
Chair: Tom Lindfield
Present: Michael Chant
Nancye Burkevics
Tim Kinsela
Sarah Taylor
Apologies: Margot Andrew
Shaun Jeffrey

1. Meeting formalities

- 1.1 Attendance and apologies noted and accepted.
- 1.2 Conflict of interest declaration – none declared.

2. Appointment to Executive Committee vacancy

2.1 Resolution 1

That Margot Andrew be appointed to the vacant position on the Executive Committee. *Passed.*

3. Election of office holders

3.1 Resolution 2 Chair

That Thomas Lindfield be appointed as Chair. *Passed*

3.2 Resolution 3 Secretary

That Nancye Burkevics be appointed as Secretary. *Passed.*

3.3 Resolution 4 Treasurer

That Shaun Jeffrey be appointed as Treasurer. *Passed.*

4. General discussion

4.1 Operating procedures

The committee discussed how it could best meet its responsibilities to the Owners Corporation (as set out in the *Unit Titles Management Act 2011*), best represent the interests of the Owners Corporation and A&A community and provide the optimal level of support to the work of the strata and building managers. The committee agreed on the following processes to be discussed with the strata and building managers at our joint meeting on 21 January 2025

- SMATA to be the primary communication tool between Grady and the EC
- Grady to routinely provide comparative quotes with any relevant context and background to enable the EC to make an informed decision and eliminate subsequent delays to decision making.
- Committee will aim for 2-3 day response timeframe for all non-urgent decisions, or a timeframe as recommended by Grady. The engagement of all committee members in decision-making is important with four committee members (Shaun, Nancye, Michael, Tom) monitoring SMATA and registering their decisions prior to deadline. The remainder will come on board in due course.
- WhatsApp was agreed to be used as an additional communication channel to best reach EC members during working hours or busy periods. To maintain the integrity of the WhatsApp secondary communication channel this is only to be used to alert EC members to impending deadline that is time or risk critical.
- The ease of accessing a range of financial reports via SMATA was noted. Treasurer to discuss with strata manager processes/specific reports to best monitor finances in relation to budget.

Other EC members have offered to and can assist with monitoring expenditure and budget as needed.

- Treasurer to discuss with strata manager investing a portion of the Sinking Funds in a low-risk term investment (such as a bank guaranteed term deposit) to take advantage of interest rates and to offset the impacts of inflation on owners' funds.
- Committee members will adjust privacy settings on SMATA to enable group chat messages.

The committee discussed identifying EC members to be first contact points for current short term finance, repairs and maintenance matters with the aim of minimising non-essential mail traffic and providing timely advice to the building and strata managers. EC members will be kept updated at our regular meetings. The following members were identified for current matters

Insurance – Tom Lindfield

Irrigation – Nancye Burkevics

Sinking Funds Forecast – Shaun Jeffrey

5. Delegations

The committee will explore delegating decision-making on some routine approvals, urgent repairs and maintenance matters to strata and building managers. These could include pet registration approvals, installation of fly screens and electronic door locks and commercial signage. Other regular maintenance items (carpet, gutter and awning cleaning, car park sweeping) may also be considered. It is the preference of the EC that maintenance is planned and unplanned maintenance is minimised as it is more costly and can reflect poor maintenance or asset mismanagement. Comparative quotes or value for money advice will still be required and delegation may only apply where the quote is under the amount set in the budget.

Action. Secretary will discuss with strata and building managers and draft a suggested list for initial consideration by the Treasurer. Delegation will not occur if charges under Schedule B are applied. Legal requirements under the Unit Titles Management Act will also be investigated to ensure compliance.

6. Outstanding quotes - Lift servicing agreement

The lift servicing with Schindler has been on a month to month basis since the existing contract ended prior to August 2024. The committee discussed advice from the strata manager regarding the EC engaging a commercial business to conduct a formal tendering process on behalf of the EC for a cost of \$2200. The EC decided not to take this approach.

Before approving the Schindler proposal, the EC will seek advice from Grady that, in their opinion, the proposal represents value for money. The EC would like to discuss this expectation further with the strata manager and reach an agreed position at our next meeting.

7. Out of session approvals (September 2024-15 January 2025)

The following out of session approvals were ratified.

- Flick – service agreement for sanitary bins in public bathrooms
- Elephants Foot – waste chute cleaning and service
- O'Neill and Brown Fire Services – full function fire testing
- MM Rolfe – carpet cleaning
- Superclean services – clean awnings
- Waterland – Irrigation service
- Lot 202 – Shed approval
- Lot 83 – Door lock
- Lot 15 – Door screen

- Lot 139 – door screen

8. Proposed meeting dates 2025

EC - 7 April, 7 July

EC/Grady - 21 January, 17 March, 9 May, 18 August

The EC has issued meeting invites already (13/1) to encourage maximum attendance and to help the strata manager and EC members to plan ahead for this time.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 12592

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made — 9th December 2024

Tick applicable box, or both boxes if applicable:

Regularly convened

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

Convened after adjournment

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
9 th December 2024	Notice of Reduced Quorum Decisions 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.



.....[11th December 2024]

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

GRADY

Strata & Facilities



Unit Plan 12592

A&A 'Alexander & Albemarle'

**Minutes of Annual General
Meeting held on
Monday 9th December 2024**

**ANNUAL GENERAL MEETING MINUTES
A&A ‘ALEXANDER & ALBEMARLE’
35-45 FURZER STREET, PHILLIP, ACT, 2606**

Held at the Abode Woden, 10 Bowes St, Phillip and online via Zoom on **Monday 9th December 2024 at 5:00 am**. As there were not enough members of the Owners Corporation present to constitute a quorum, the meeting proceeded under Reduced Quorum circumstances in accordance with Schedule 3.9 of the Unit Titles (Management) Act 2011.

Present (In-Person): Lots 2, 4, 46, 50, 63, 67, 78, 80, 84, 152, 160, 172, 175, 177, 186, and 197.

Present (via Zoom): Lots 22, 64, 71, 72, 100, 127, and 149.

Proxies: N/A

Absentee Voting Forms: Lots 1, 188, 189, 190, 196

Apologies: Lots 53 and 110.

Grady Strata & Facilities Representative: Corey Wolfinger, Brooke Walton & Mark Terracini.

The Building Manager (Corey) from Grady Strata & Facilities provided an overview of all defects and maintenance issues at the complex that have been raised and/or identified since Grady Strata & Facilities commenced management on the 4th November 2024. Including proposed improvements and recommendations to start addressing these issues for the upcoming year. A copy of the Building Manager report has been attached to these minutes for all owners’ records and for those who were unable to attend the meeting. We also encourage all owners to reach out to us if there are any outstanding maintenance/defects at the complex that have not been mentioned in this report, so that we can ensure nothing gets missed. Thank you.

The meeting noted thanks to the Executive Committee members for their commendable efforts in efficiently addressing various issues to the benefit of the Owners Corporation during their tenure. Thanks, were also extended to Grady Strata / Corey Wolfinger for his detailed investigations and overall efforts since Grady commenced management in early November 2024.

MINUTES

ITEM 1 – PREVIOUS MINUTES

Motion 1: *“That the Owners Corporation adopt the audit from Kelly + Partners and note the requirement for an audit of the 2023/24 financial statements.”*

Motion Carried

FINANCIAL STATEMENTS AND REPORTS

ITEM 2 – FINANCIAL STATEMENTS

Motion 2: *“That the Owners Corporation adopt the audit from Kelly + Partners and note the requirement for an audit of the 2023/24 financial statements.”*

Motion Carried

Motion 3: “That the Owners Corporation adopt the financial statements for the financial year ended 8th September 2024.”

Motion Carried

SINKING FUND PLAN UPDATE

ITEM 3 – SINKING FUND PLAN

Motion 4: “That the Owners Corporation agree to obtain an updated Sinking Fund Plan and agree for the Executive Committee to adopt the plan on behalf of the Owners Corporation.”

Motion Carried

2024/25 BUDGET

ITEM 4 – ADMIN FUND BUDGET

Motion 5: “That the Owners Corporation adopts an administrative budget of \$906,109.60 (incl. GST) and agree to strike a levy equal to the sum of the budget to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 9 January 2025, 1 April 2025, 1 July 2025 and 1 September 2025.”

Motion Carried

ITEM 5 – SINKING FUND BUDGET

Motion 6: “That the Owners Corporation adopts the proposed Sinking Fund expenditure budget of \$14,667.00 (incl. GST) and that a contribution of \$179,000.80 (incl. GST) be determined to the Sinking Fund, to be contributed by owners in accordance with their unit entitlements and payable by 4 instalments due on 9 January 2025, 1 April 2025, 1 July 2025 and 1 September 2025.”

Motion Carried

FINANCIAL YEAR DATES

ITEM 6 – CHANGING THE DATES OF THE FINANCIAL YEAR

Motion 7: “That the Owners Corporation adopt the change of the financial year to commence on 1st September every year, moving forwards.”

Explanatory Note: The Financial Year dates for UP12592 were from 09/09/2023 to 08/09/2024. The Owners Corporation have now approved for the financial year dates to be amended to 01/09/2024 to 31/08/2025. Meaning that the financial year would commence on the 1st September every year.

Motion Carried

EXECUTIVE COMMITTEE APPOINTMENT

ITEM 7 – APPOINTMENT OF EXECUTIVE COMMITTEE

Motion 8: “That the Owners Corporation agree to create 3-7 Executive Committee Positions and appoint Thomas Lindfield (Lot 4), Sarah Taylor (Lot 84), Nancye Burkevics (Lot 160), Shaun Jeffrey (Lot 175), Michael Chant (Lot 177), and Tim Kinsela (Lot 197), to stand as Executive Committee members until the next Annual General Meeting”.

Motion Carried

APPOINTMENT OF MANAGING AGENT

ITEM 8 – APPOINTMENT OF GRADY STRATA & FACILITIES

Motion 9: *“That the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Grady Strata & Facilities Pty Ltd as follows:*

- a) *Grady Strata (“Agent”) be appointed as the strata managing agent of Units Plan 12592 for a period of two (2) years commencing on the 3rd February 2025. With an option to extend for twelve (12) months, consecutively.*
- b) *The Owners Corporation execute a written agreement, (“Agreement”), to give effect to this appointment and any delegations contained therein;*
- c) *The delegation is subject to the conditions and limitations set out in the Agreement; and*
- d) *The Owners Corporation authorize the Executive Committee to negotiate and execute the Agreement, on similar terms as the current Agreement;*
- e) *Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting”.*

Secretarial Note: *Grady Strata recused themselves temporarily from the meeting, during this motion, so that the EC could provide a confidential overview of their tender process to members present. In addition to this Brodie Gration (Lot 127) abstained from this motion due to conflict of interest.*

Motion Carried

BUILDING MAINTENANCE

ITEM 9 – STRUCTURAL DEFECTS

Grady Strata & Facilities advised that communications with the builders (BLOC) are underway to actively pursue and discuss all outstanding defects at the complex. Noting that the complex is in the fifth year of its defect period and therefore some defects have since exceeded warranty. Grady Strata & Facilities are working with BLOC to address all defects per the Peak Consulting defect report, along with any additional defects that have been reported or identified since Grady Strata commenced management (4/11/2024). Grady will be meeting with BLOC again in January 2025 to start planning and/or investigating the existing defects in further detail. In addition to this, Grady Strata would like to encourage all owners to report any known or outstanding defects to our office that may have previously been raised with Vantage Strata (or similar), so that Grady’s can ensure all defects are addressed.

ITEM 10 – MAINTENANCE PLAN

The meeting noted that a programmed maintenance register will be maintained by Grady Strata in consultation with the Executive Committee for the upcoming year.

ITEM 11 – FIRE SAFETY REVIEW

The Owners noted that fire contractors are engaged to carry out the regular fire servicing of the fire amenities at the complex as per the National Construction Code’s (NCC) fire safety requirements.

ITEM 12 – MAINTENANCE ISSUES (NEW OR OUTSTANDING)

At the start of the meeting Grady Strata & Facilities provided a thorough overview of all maintenance issues (new and outstanding), throughout the complex. Members present were given the opportunity to raise any additional issues or discussions that may have been missed during earlier discussions, with no further issues being raised during this 'Item'. Members present were reminded that maintenance issues can also be lodged via the SMATA portal. This portal can easily be accessed via the QR codes on the notices in the lifts on-site. Alternatively, owners/residents can contact Grady Strata directly via the contact details included on the lift notices as well.

INSURANCE

ITEM 13 – POLICY NOTATION AND RENEWAL

Motion 10: *“That the Owners Corporation agree to authorise Grady Strata and Facilities to renew and adjust the building insurance policy via consultation and instruction from the Executive Committee.”*

Motion Carried

GENERAL BUSINESS

ITEM 14 – UNIT DOORS SLAMMING:

Members present advised that individual occupants can adjust their door closers to their unit doors to prevent their doors from slamming. A notice to owners and residents was provided approximately 3-years ago to advise everyone about this feature to their doors. It was discussed that another reminder be distributed for everyone's information.

ITEM 15 – TENANCY GUIDE:

In addition to 'Item 14' it was suggested that a tenancy guide be created and distributed to all owners, to include helpful information for tenants to be aware of at the complex. An example of information to be included in this guide would be the location of the bin rooms and recycling hoppers downstairs and how to access these, so that residents can appropriately dispose of larger waste that won't fit in the bin chutes. The tenancy guide will also include general information about the building that would be helpful for tenants to be aware of. Grady Strata will draft this guide in consultation with the EC before distributing to all owners.

ITEM 16 – BIN CHUTE SIGNAGE:

Members present suggested installing additional signage near the bin chutes to specify the use of the bin chutes, where the residential recycling and waste bins are located and how to access them. Members present hope that this information being easily accessible will assist in decreasing the misuse of the bin chutes and associated blockages in the chutes.

ITEM 17 – CLEANING CONTRACT BEING TENDERED:

In addition to the Building Management Report, Grady also advised that the cleaning services at the complex are out of contract. Grady have identified some areas of concern regarding the consistency with the current cleaners and will therefore be approaching the market for alternative proposals for ongoing cleaning services at the complex. These tenders will then be presented to the EC for further consideration and direction once obtained.

ITEM 18 – GARDENING CONTRACT BEING REVIEWED:

Grady Strata & Facilities have been conducting an audit/review of all existing contracts at the complex since commencing management on the 4th November 2024. Upon initial inspections Grady Strata noticed some areas of concern with the current gardening services and therefore, initiated conversations with the gardeners regarding their services at A&A. Following discussions with the gardeners based on the Scope of Works they provided, it appears that their scope is very outdated and is no longer adequate for the work involved to maintain the A&A gardens to a reasonable standard. The current gardening scope was initially presented upon development of the complex which would have been manageable at the time of inception. However, the scope of works and contracted hours for gardening are no longer sustainable for the gardens that have matured significantly since inception. For reference, the current gardeners are only contracted for 3 hours per fortnight. Therefore, the gardeners have been completing services on the Albemarle gardens one fortnight and the Alexander building the following fortnight due to having insufficient time to service both buildings in their fortnightly services. This means that each building is only receiving gardening services on a monthly basis overall. Grady Strata have drafted an amended scope of works with increased hours, in consultation with the current gardeners, to suit the current needs of the building, so that all gardens can be attended to appropriately. Grady are working with the gardeners, in consultation with the EC, to address the areas in their scope that need to be increased/adjusted to improve the appearance and overall aesthetic of the complex's gardens. In addition to this, the EC advised they will send Grady Strata a copy of the current scope of works/contract that they have, to ensure that it corresponds with the scope provided by the current gardeners.

ITEM 19 – PAINTING WORKS:

There are provisions for external painting in the Sinking Fund Report in the coming years. A member present queried whether the external painting would include their balcony balustrades and front door. Grady confirmed that the inclusion of external painting in the Sinking Fund is only a proposed expenditure and that a specific scope of work has not been obtained at this time. Further investigations will be undertaken in the coming year once an updated Sinking Fund Report has been obtained.

ITEM 20 – EMERGENCY ACCESS / SIGNAGE – GARAGE ROLLER DOORS:

There was recently a power outage at the A&A complex and surrounding buildings which resulted in the garage door being stuck closed. Members present discussed that there was a way to manually open the garage door on-site however, some residents would not be aware of this function or how to open the door. It was therefore proposed by members present that signage be installed in the garage, near the roller door, to provide instructions on how to manually open the door. However, after further consideration, concerns have since been raised with residents adjusting the roller door themselves, as this can result in the garage door getting damage easily and possible safety risks involved. It is noted that the costs to engage the service provider (ACT Doorland) to attend afterhours to reinstate the garage door is likely to be cheaper than repairing/replacing the garage door if damaged by residents trying to manually open the door. It is therefore proposed that the signage installed in the basement near the roller door will advise residents to contact Grady Strata directly in an afterhours emergency so that the roller door service provider can be engaged to attend urgently.

ITEM 21 – FIRE DOOR ACCESS:

Members present discussed the issues with some keys not working for the fire stairwell doors. It appears that this has been an ongoing issue at the complex which the previous Building Manager (Vantage Strata) had been investigating. It was noted that Vantage had already conducted an initial audit to identify which units are having access issues. Grady Strata will approach Vantage to find out where they got up to with these issues, which units are affected and/or the outcomes of their audit. Depending on the discussions with Vantage Strata; Grady will either recommence investigations in connection with Vantage Strata's information or alternatively Grady Strata & Facilities will conduct another key audit and discuss solutions with a locksmith (to avoid rekeying all doors, complex-wide), in consultation with the EC. Please note that accessibility to fire doors is imperative, therefore, this issue will be addressed as a high priority due to potential safety risks involved.

In the meantime, all owners are encouraged to test their unit keys to ensure that they can access their fire stairwell doors. If any units experience any issues accessing the fire doors, please report this to the A&A Building Manager and Strata Manager (Corey & Brooke) as soon as possible, so that we can arrange for your keys/access to be rectified. Please note that the contact details for your Building Manager & Strata Manager can be found on the notices in the lifts on-site. Alternatively, you can contact our office on 02 6251 1214 for further assistance. If your unit is tenanted, we recommend that you get your tenants to test their fire stairwell keys for your unit as well.

ITEM 22 – NOTE FOR NEXT AGM (2025) – INCLUSION OF EXPLANATORY NOTES:

Feedback was received from a member present during the AGM advising that it had taken them a while to locate the unit specific breakdown of the proposed levy schedules, due to the quantity of pages included in the AGM papers. Therefore, it was suggested that additional information be provided with the budget motions for the next AGM (2025), particularly clarifying how the proposed budgets would affect individual units levy payments for the upcoming year, if approved. Grady Strata agreed to provide further explanatory notes to these motions in next year's AGM papers, as well as referencing page numbers in the motions so that owners can easily refer to the relevant information attached to the AGM papers.

Meeting Closed at 6:58 PM.

Building Managers Report

AGM 2024



Maintenance Cont.

Major

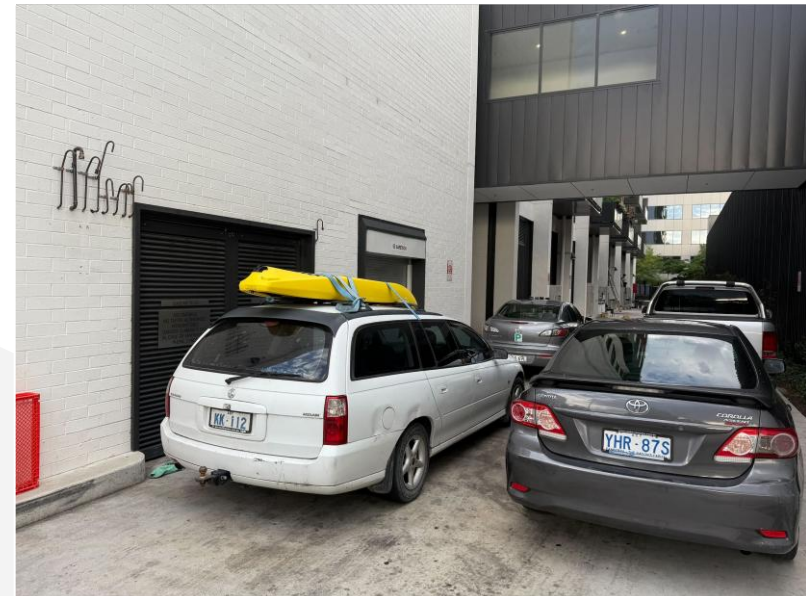
- Misuse of Albemarle's alleyway (Excessive noise between 10 pm and 7 am)
- Smoke from commercial tenants in Albemarle's alleyway affecting units above
- **Insulation tape is peeling off** – [previous attempts at rectification voided BLOC warranty](#)
- Window openers grind against themselves (been replaced with the same model)

General

- **New signage required sitewide** – [In progress](#)
- The pool should have shade
- Treads missing in a few places
- Fake turf is breaking away at the joints
- No toilet roll holder in accessible bathrooms – [BLOC will rectify](#)
- Floor damage in the middle of Alexander's Basement Storage Room

Parking

- **The alleyways need concrete blocks and a change to the bollard system**
- Motorbikes in alleyway past 10 pm
- Vehicles causing damage to Furzer St pathway
- Wheel stops covering drains in carparks – [BLOC rectifying](#)



Building Managers Report

AGM 2024



Maintenance Cont.

Walls and Ceilings

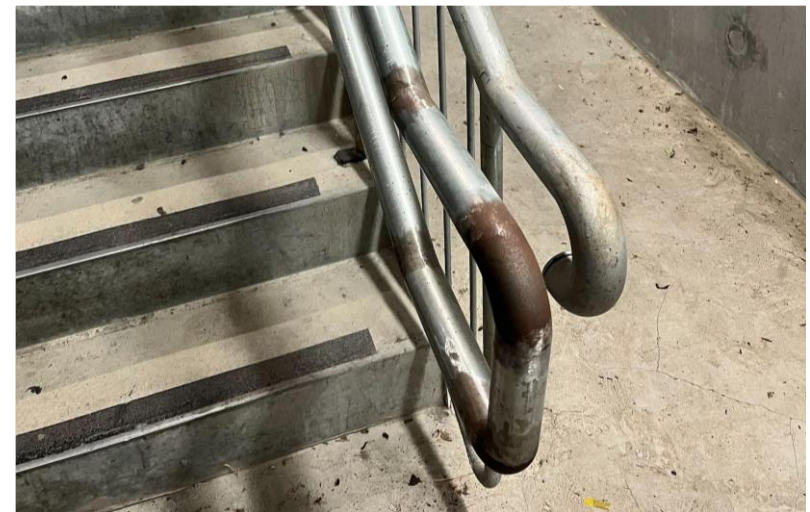
- **Damaged walls in the lift foyers from Vantage signs** – in progress
- A hole was cut out outside the BM office – have patched, need to sand and paint
- Wall patch wasn't completed in L1 foyer – have sanded and painted
- The ceiling of Albemarle Level 8 has a hole from fire equipment – will repair
- Most walls need some TLC after 5 years of general wear and tear

Handrails and Fences

- Alexander Carpark G: Handrail has been ground off (potentially to steal a bike)
- **Albemarle Carpark: welded handrail joints lacking paint**
- Albemarle Carpark: Handrail is blocking the irrigation control door
- The north fence's first panel has broken off
- Some of the pool fence posts are missing caps
- The pool fence is wobbly

Doors and Windows

- **The doors in the Alexander Alleyway need seals to prevent debris entry**
- Terrible adhesive job installing a no-smoking sign to the back of 'Muse Pilates'
- Screws for the no-smoking sign penetrated through the door into 'InformaTech'
- Complaints about slamming fire doors – in progress
- Fixings have popped out of the Alexander L5 glass door frame – water damage?



Building Managers Report

AGM 2024



Maintenance Cont.

Electrical/Mechanical/HVAC

- Vent doesn't work in men's toilet
- **The three Albemarle roller doors are dripping oil** – it's normal, will let them die
- Occasional loud whistling in the towers

Fire

- **Lights tripping in the Albemarle Carpark fire stair** – tech investigated, cause unknown
- FHR next to 'The Alby' needs its lock fixed and its nozzle replaced
- FHR next to 'Velocity conveyancing' G14/35 isn't lockable

Plumbing

- **Alexander sewerage pump needs repair** – replacement quote incoming
- Albemarle stormwater pump controller needs repair
- Icon Water Trade Waste Approval – in progress
- Buildings will need pumps installed once other developments finish
- The pool heater is disconnected



Building Managers Report

AGM 2024



Maintenance Cont.

Roofing

- No downpipe was installed into the gutter above Alexander Alleyway
- Active leak into Alexander L2 link bridge – most likely gutter overflow
- Active leak into Alexander L1 link bridge against the tower – most likely flashings
- Need to source shuttles for roof hatch access ladder – currently inaccessible
- **HSS does not suit abseiling or even exist on lower roofs** – in progress
- Gutters need cleaning, especially commercial units - waiting on HSS
- The front awning of Alexander is leaking badly – most likely gutter overflow
- G06/35 (Midnight Mocha) reports leaks in the kitchen – window or duct?
- Occasional leaks down the window next to Alexander carpark lift – likely a blockage
- Some skylights leak into Albemarle L8 – incorrect screws used by the blind installer



Building Managers Report

AGM 2024

Maintenance Cont.

Waterproofing

- **Active leak into Alexander basement stairs and 816 storage** – got BLOC to rectify
- Drip tray leaking in Alexanders' small storage room – will hopefully get BLOC to rectify
- Exterior wall drips in front of Alexanders' bin room – likely the crack in the façade
- Alex 611 - *Water stain under European laundry, discolouration to timber flooring*
- Alex 815 - *Leaking from the balcony above*
- Alex 711 - *Leaking from the balcony above*
- Alex 506 - *Leaking from the balcony above*
- Albe 401 - *Leaking from the balcony above*
- Historical leaks under eastern glass doors - *need to monitor in rain, for BLOC to rectify*
- Waterproofing breaking away in pathways and waste rooms

Resolved

- Clogged toilet in Eat St Accessible bathroom
- Albemarle bin hoist was not working
- Alexander Lift 2 was out of order on the 16/11
- The door from Eat St to the bathrooms slams so loudly
- Alexander West fire door screws snapped – BLOC replaced with longer screws
- Albemarle Lifts needed lights fixed



Building Managers Report

AGM 2024



Security

Fortification

- **Need striker plates on all external doors**
- Need two additional swipe readers installed on L1 & L2 of the Alexander Carpark
- Intruders have climbed the vine lattice to access the pool
- The door to the carpark from Alexander doesn't close properly from air pressure
- Intruders can pry a coat hanger through the Alexander garage door to open it
- Garage doors stay open for too long 30s+ after the beam is broken
- A similar fence/gate as Albemarle's Alleyway should be installed in Alexanders'

CCTV

- **Camera installed under each link bridge for waste room, alleyway and garage**

Locks/Keys

- **Incorrect door states throughout (doors that should be locked aren't)**
- Some of the "Press to exit" buttons are loose
- Albemarle's' fire control room cylinder and cover are loose
- Albemarle Carpark: fire door lock mechanisms are falling apart
- Some units' keys don't get into their floors via the firestairs

Resolved

- The control panel for Albemarle's' Carpark could be turned off – I installed a lock



Building Managers Report

AGM 2024



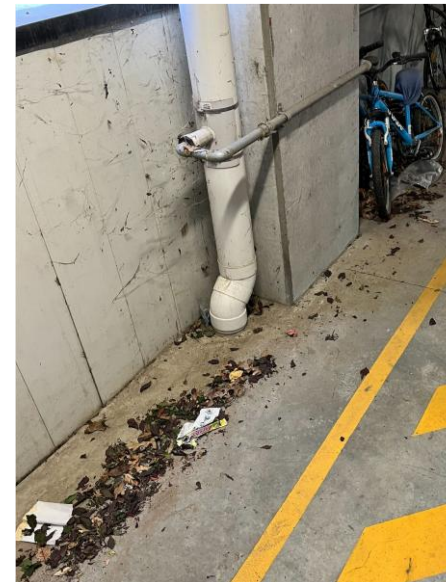
Cleanliness

Cleaners

- Complaints from Alexander commercial units:
 - "Alexander waste room has been disgusting for months"
 - "Alexander Alleyway female toilets are only cleaned once a week on Tuesday"
 - "Alexander Alleyway bathrooms never serviced"
- All the Eastern Glass Doors are super dusty
- There is a lot of rubbish in carparks and garden beds
- Cobwebs throughout carparks and building exteriors
- I left the rubbish in and around the carparks for a whole month 4/11-4/12
- Flashing offcuts have been on L4 east landing of Alexander since development

Waste

- The hoppers are disgusting - [get them deep-cleaned quarterly](#)
- There is bulk waste in both waste rooms - [get them cleared quarterly](#)
- Waste collection is often missed costing hundreds - [because of parking abuse](#)
- There is always rubbish in the Eat St bushes, especially Alby's napkins - [install bins](#)
- Recycling chutes often clog
- Some waste chute doors are faulty with broken latches or lacking guards



Building Managers Report

AGM 2024



Cleanliness Cont.

Gardeners

- Irrigation Controllers are off due to damage and can only be operated manually
- Irrigation vandalised in multiple places – [never been a contractor to repair them](#)
- Invasive Chinese Elms are sprouting everywhere
- Weeds in every garden bed – [some are very large](#)
- Gardeners have 3 hours fortnightly to trim, weed and blow clear everything
- More pebbles are needed on the rooftop garden
- More mulch needed in every garden bed – [gardeners quoted this in 2022 but were denied](#)
- New plants at the end of Alexanders' alleyway have been crushed and stolen

Other

- Carpark mirrors need cleaning and bird spikes for prevention
- Exterior signs and features need cleaning - [need a pressure washer](#)
- There has been no window cleaning - [because the HSS doesn't suit abseiling](#)
- Once nearby construction is completed the carparks need cleaning
- All the outdoor grates and drains are full of debris
- The emergency exit signs on every eastern landing need bird spikes
- All the carpark drains need to be cleared – [Complete during wheel stop improvements](#)

Resolved

- M&M Rolfe conducted a carpet clean on 4-5/11
- Sanitary bins were overflowing – [service frequency is monthly but hadn't been completed](#)
- Commercial unit awnings were cleaning on 18/11 – [complaints on care and quality](#)



OWNERS CORPORATION OF UP12592 EXECUTIVE COMMITTEE MEETING MINUTES

Venue: 35 Furzer Street
Date: Tuesday 20 August 2024
Time: 5.30 pm
Chair: Tom Lindfield
Present: Shaun Jeffrey
Nancye Burkevics
Tim Kinsela
Apologies: Michael Chant
Claire Boast
Margot Andrew

Meeting formalities

1. Attendance and apologies noted and accepted.
2. Conflict of interest declaration – none declared.
3. The minutes of the executive meeting held 20 June 2024 accepted, noting the minutes had already been distributed to the Owners Corporation in accordance with the *Unit Titles Management Act 2011*

Matters arising

4. Traffic. No response to request for meeting with Transport and City Services has yet been received. Secretary will follow up.
5. Maintenance Plan. Update to Maintenance Plan almost complete.
6. Access to service lane. Tenants with property in service lane will be issued with a key to the bollards. Other access to service lane for trades and removalist vehicles will be managed by Building Manager.

Business items – discussion and decision

7. Insurance policy renewal. Executive Committee has expressed to Vantage its frustration with the short notice given to consider proposal and quote for insurance policy renewal. This is a repeat of last year. Vantage will investigate and respond to EC concerns.
8. 24-25 Budget. Treasurer provided draft budget for consideration. Final budget will be presented at AGM. EC noted Treasurer advice to investigate rescheduling levy notices to eventually be in advance of the period to which they relate.
9. Alexander carpark roller door. EC has been advised expected date of installation is early September.
10. Annual General Meeting. Tentatively scheduled for November.
11. Strata and Building Management agreements. On site meetings have been held with current and prospective businesses.

Ratifying out of session decisions

AM/DM Roofing – repairs to Wonderschool roof
Pacific Facilities – repair to waste room fans
MG Maintenance – repairs to Unit 816/45
BLOC – repair to balcony seal
Capital Doorworks – replacement of Alexander carpark roller door
Pacific Facilities and O'Neill & Brown Fire Services – full function fire testing

Next meeting

TBA

OWNERS CORPORATION OF UP12592 EXECUTIVE COMMITTEE MEETING MINUTES

Venue 35 Furzer Street
Date Tuesday 11 June 2024
Time 5.30 pm
Chair Tom Lindfield
Present Margot Andrew
Claire Boast
Nancye Burkevics
Shaun Jeffrey
Tim Kinsela
Ben Abbey (Vantage Strata Manager)
Apologies Michael Chant

Meeting formalities

1. Attendance and apologies noted and accepted.
2. Conflict of interest declaration – none declared.
3. The minutes of the executive meeting held 15 April 2024 accepted, noting the minutes had already been distributed to the Owners Corporation in accordance with the *Unit Titles Management Act 2011*

Business items – discussion and decision

4. Traffic and parking. The existing road and parking arrangements are not meeting traffic needs and current problems could be worsened with the imminent move of residents and businesses into W2 and WOVA and completion of under construction developments by DOMA and the Shard. Of particular concern is the safety of families at drop off and pick up times at Wonderschool.

Action

- The EC is engaging with key stakeholders and the ACT government to better understand these issues and explore potential solutions.

5. Finance. Current and anticipated expenditure was discussed, noting there has been some unexpected repairs and maintenance expenditure.

Action/Decisions

- A draft budget will be prepared by the Treasurer and Strata Manager for consideration at July meeting.
- The Treasurer will examine current finance report to ensure expenditure items are attributed to correct budget line and will clarify GST inclusion in sinking fund.
- Vantage will provide quotes for insurance renewal, due in August.
- EC noted continuing breakdowns and repair costs associated with the Alexander Building roller door and agreed to investigate replacing the roller door with a more durable fit for purpose solution.
- Costs of repairs to a unit following water damage are being examined.
- EC agreed that a motion be put to the Owners Corporation at the AGM that funds currently in the sinking fund be placed in an investment account to take advantage of current interest rates.

6. Maintenance Plan. Vantage will now provide the Executive Committee half yearly reports on inspections and checks undertaken in the preceding period. The Strata and Building Managers will meet in July to update information in the plan and provide a report to the EC when complete.

7. Management of and access to the service laneways were discussed, including vandalism to bollards, key management, and storage of goods on common property.

The current key/access management process will be assessed by Strata and Building Managers. Keys will be collected and reallocated and introduction of a key bond will be considered as part of the process.

8. Carpet replacement. The area of carpet replaced on the 8th floor of Alexander resulting from damage was not an acceptable match. The EC is investigating replacement options to ensure it is consistent with existing carpet.
9. A quote from Mitchell Glass for repair to a broken window on the second floor of Alexander repairs was accepted.

Ratifying out of session decisions – quotes approved

Pet approval - Marley

Creme Carpets - carpet replacement storm damage

ONBFS - Seals on fire doors

Suresafe - height safety recertification

Johnsons - fire monitoring service agreement

MG Maintenance - Repair/seal awning

Three Mills Bakery - sign approval

ONBFS – replace fire extinguisher.

Peak - Building defect report - second quote to come for fire report.

Pacific Lighting -repair transition lighting in Alexander carpark

Any other business

10. Disability registration. The Secretary will investigate and provide advice to tenants on registering with Emergency Services if assistance is required with evacuation from the buildings.
11. Strata Manager advised repair to anchor point on Alexander Building roof was carried out.
12. Light rail survey. Residents are encouraged to participate in the ACT Government survey on the construction of light rail to Woden. Information was posted in all mailboxes.

Next meeting

July 2024 (date to be advised by Treasurer)

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
OWNERS CORPORATION OF UP12592**

HELD	Monday 15 April 2024 5:50pm – 7:45pm
PLACE	45 Furzer Street, Phillip, ACT 2606
Present	Tom Lindfield Nancye Burkevics Claire Boast Margot Andrew Tim Kinsela
Apologies	Michael Chant Shaun Jeffery

Chair. Tom Lindfield was endorsed as chair for the meeting.

Conflict of Interest Declaration. No conflicts of interest were declared.

Minutes of Executive Committee meeting held 13 February 2024. Accepted as a true record, noting that in accordance with the *Unit Titles (Management) Act 2011*, the minutes had been distributed to members of the Owners Corporation within 14 days of the meeting.

Discussion/decision items

1. Bird infestation. The Executive Committee (EC) on behalf of the Owners Corporation (OC) is not considering the installation of bird deterrent spikes across the development.
2. Problems with key access to Alexander basement have been addressed and it is understood only a small number of issues remain. Canberra Locksmiths have adjusted the locks which resolved most issues and remaining problems may relate to the keys, rather than the locks. Building Manager will advise when all issues resolved.
3. Free unrestricted parking for visitors, trades and service vehicles continues to be raised. The complex is in a Business Zone within a town centre and the Territory Plan and Parking and Vehicular Access General Code do not require on-site visitor parking. Visitors can use several public parking locations around the town centre. Short term parking for removalists, deliveries, and services/trades where access to mobile workshops is required is available in the laneways behind the bollards. Access arrangements must be made with the Building Manager.
4. The EC on behalf of the OC has accepted a quote for window cleaning via drone and subject to sufficient water and electricity being available, a work order will be issued. The EC has been advised that air safety regulations prevent drones operating within a specified proximity to roads and therefore windows facing onto Furzer Street are not included in the work. Vantage will provide owners and residents with information and guidance as soon as details are finalised. The timing of cleaning will be organised to cause minimal disruption to commercial tenants and residents. The EC will continue to follow up with the builder and developer on how window cleaning was envisaged to take place in their original planning.
5. Subject to final check of service agreement, EC agreed to renew the Fire Monitoring Service Agreement with Johnsons Controls (formerly ADT) for a period of three years.

6. EC accepted the quote from Suresafe Height Safety Solutions for height safety re-certification.
7. Management and building service agreements are due to expire in September 2024 and the EC is reviewing the current agreements to ensure services meet current needs. A panel consisting of Tom Lindfield, Claire Boast and Tim Kinsella has been formed to review requirements and determine the process for seeking new agreements.
8. The EC discussed a range of issues relating to work carried out on site by contractors. These issues included how contractors are assessed as suitable and reputable; how their attendance on site and adherence to work safety regulations is monitored and how the quality of their work is assessed. This arose from a recent possible breach of work safety regulations. The EC will seek advice from Vantage on these matters.
9. The finance report was deferred and will be considered out of session.

Ratifying out of session decisions – quotes approved

ACT Doorland – maintenance service on roller doors
O'Neill and Brown – fire alarm and sprinkler system repairs
Pacific Lighting – repairs to lights
Pacific Facilities – repairs to Alexander Building distribution board
Pacific Facilities – repairs to leaking downpipe Albemarle Building
O'Neill and Brown – repairs to fire safety equipment
Pacific Facilities – repairs to backflow valves
MG Maintenance – repair/seal leaking awning.
Capital Maintenance Professionals – rectifying uneven pavers.
Pacific Facilities – repair fan in men's toilet
Kota Group – car park cleaning
Three Mills Bakery – signage approval

Next meeting TBC

A&A Alexander & Albemarle
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

Time and date 5.30pm, Monday, 16 March 2026

Location 35 Furzer Street, Phillip

1. MEETING FORMALITIES

- 1.1. In attendance. Tom Lindfield (Chair), Nancye Burkevics (Secretary), Shaun Jeffrey (Treasurer), Tim Kinsela, Margot Andrew, Brett Thomson
- 1.2. Apologies. None
- 1.3. Conflict of interest. None declared

2. CONFIRMATION OF MINUTES OF MEETING HELD 16 FEBRUARY 2026

- 2.1. Confirmed. Minutes were distributed to Owners Corporation on 2 February 2026

3. INSURANCE

The Committee discussed the levels of protection provided by UP12592's current insurance, noting the apparent limited number of brokers and underwriters providing coverage for strata properties. To ensure the current valuation and coverage were adequate to meet identified risks and to inform the Committee about all aspects of the insurance protection provided to strata properties, the Committee agreed to obtain an independent assessment of its current insurance coverage.

- 3.1. **Action** Tom Lindfield will lead the initial work and will report back to the EC. Other EC members will support the investigation as required.

4. FINANCE

The Committee noted that expenditure is currently in accordance with the budget.

5. MEETING WITH DOMA

Shaun Jeffrey and Nancye Burkevics will attend the meeting on Friday, 20 March 2026 with Chris Farrington, Director of Development, DOMA. The meeting has been set up by DOMA to discuss its current projects in the vicinity of A&A. Of particular interest to A&A are traffic and public parking plans for the area.

6. ACCESS TO CCTV RECORDS. OPERATING PROCEDURES

The Committee noted that the installation of additional CCTV cameras and associated technology has necessitated the development of formal operating procedures. These procedures are intended to ensure compliance with privacy legislation and to provide clear guidance to applicants seeking access to CCTV records. Consultation was undertaken with representatives from Grady Facilities and Maintenance, other strata agents, and community members with expertise in privacy regulation. The Committee also noted an ongoing ACAT investigation regarding fee charge where extensive resources are required to respond to access requests and will take the outcome of this investigation into consideration when reviewing the procedures.

Resolution:

That the Access to CCTV Records – Operating Procedures be implemented on a trial basis commencing 1 April 2026 with a review to be conducted in September 2026.

7. No other items of business were raised and the meeting closed at 6.40 pm.

8. Next meeting. 5.30 pm, EC only, 20 April 2026. Venue TBC.

**A&A ALBEMARLE AND ALEXANDER
OWNERS CORPORATION UP 12592
EXECUTIVE COMMITTEE MINUTES**

Time and date of meeting, 5.45 pm Monday 20 April 2026

Location 35 Furzer Street Phillip.

1. MEETING FORMALITIES

- 1.1 In attendance. Tom Lindfield (Chair), Nancye Burkevics (Secretary), Tim Kinsela, Margot Andrew, Brett Thomson
- 1.2 Apologies. Shaun Jeffrey
- 1.3 Conflict of interest. declared by T Lindfield – abstained from resolution 4.2.

2. CONFIRMATION OF MINUTES OF MEETING HELD 16 MARCH 2026

- 2.1 Confirmed. The minutes were distributed to the Owners Corporation on 24 March 2026

3. MATTERS ARISING

- 3.1 *Insurance.* At its last meeting the committee unanimously agreed to obtain independent advice on A&A's existing insurance coverage to identify any gaps, improvements etc. A consultant with relevant experience has been identified and the chair will contact them to discuss the work required, contractual arrangements and cost and will collate documentation required to support the project.
- 3.2 *Access to CCTV records.* The committee unanimously agreed to review the draft procedural guidelines in September 2026 with a view to including them in the house rules. The secretary and building manager will monitor the effectiveness of the procedural guidelines and will prepare a final version for consideration by the EC and the Owners Corporation.

4. FINANCIAL REPORT

- 4.1 The EC approved the arrears payment plan requested by an owner under the conditions notified to the strata manager by the treasurer.
- 4.2 **RESOLUTION: That the arrears payment plan be implemented on and from 23 April 2026 under the terms agreed by the Executive Committee and notified to the Strata Manager. Resolution carried.**

5. MAJOR EXPENDITURE ITEMS FUNDED IN 2025-26 BUDGET

- 5.1 The committee discussed major, time critical expenditure items funded in the 2025-26 Budget. While several of these items are complete or well under way (for example CCTV cameras and upgraded system, security access controls to atrium garden, painting, garden rejuvenation, plumbing and grease trap work), the building manager has reported delays in some significant cost items, in particular the height safety work to enable window cleaning and replacement of fire security doors. Varying reasons for the delays have been given by the suppliers.
- 5.2 The committee agreed these major items need completion or at least extensive progress within A&A's 2025-26 financial year and proposes a more active role in supporting the building manager in his contact with the contractors. The committee will explore options to monitor progress on these matters with the building manager

6. STORAGE OF GOODS ON CAR SPACES

- 6.1 The committee discussed installation of storage cages on car spaces and agreed to further consideration of this issue in anticipation of owner interest and a recent inquiry. The committee will review any existing approvals and investigate any unapproved structures.

7. DOMA HUNTER DEVELOPMENT

7.1 The report of the recent meeting between representatives of the EC and Grady and DOMA discuss the Hunter development was noted.

8. OTHER BUSINESS

8.1 Signage in car parks – on hold pending decision and action on storage cages.

8.2 Infringement notices – comments to be provided out of session.

9. NEXT MEETING

The meeting closed at 7.30. The next meeting is 4 pm Monday, 18 May. This meeting will include the strata and business managers. Venue tbc

**UP12592 ALBEMARLE AND ALEXANDER
2025-26 BUDGET - PROGRESS REPORT TO OWNERS**

Dear Owners

This is a progress update on major projects funded through the 2025-26 budget. The projects are focussed on improved safety, security and overall presentation across A&A. The update covers activities from November 2025 through May 2026. We welcome owners’ interest in these projects. If you have questions or need clarification, please send them to our strata manager, Brooke Walton. A face to face meeting with committee representatives can also be arranged.

Regular inspections, maintenance, servicing and cleaning of carpets, carpark, paths, service laneways, waste chutes and rooms, pool, grease traps, storm water drains and fire safety equipment have taken place and will continue on a regular basis. Gutter cleaning will be done in some areas during the winter months.

Roof height and safety systems.	Delayed. This project is to install essential safety equipment on the roof to enable window and façade cleaning. After initial contact and meeting with a specialist contractor located in Sydney, communication with this contractor by BLOC (the builder of A&A) is proving difficult. This is delaying the height safety work and subsequently the window cleaning.
Security surveillance	Completed. CCTV cameras and associated technology have been installed and are proving effective in detecting theft, property damage, and dumping. Draft procedural guidelines to ensure processes meet privacy and record keeping regulations have been implemented and their effectiveness will be reviewed in September.
Access control	Completed. Swipe card readers have been fitted to doors leading to the central car parks and atrium garden This prevents access by unauthorised persons to the atrium garden and central car parks.
External door replacement	In progress, due to be completed in June. Doors leading to the Alexander and Albemarle car parks from service laneways have been damaged beyond repair and are being replaced. The replacement doors are fitted with blocker plates, weather strips and hardware to prevent leaks and breakins.
Landscaping	In progress. The removal of dead hedging and ground cover, along with pruning of trees and bushes, is nearly complete. Major works will begin in August to raise soil levels in the gardens. New hedging will be planted along the fence lines, and the central garden area is being redesigned.
Painting	Ongoing. A regular painting program has been set up with a contracted painting service. Areas completed include the façade and foyer of Alexander and the bridges from carparks to main building. This program will see regular attendance by painters to repaint and touch up areas that have been damaged or experience heavy traffic.

Financial reports

Financial reports are available through the building portal SMATA. If you would like to view detailed financial reports, please contact Brooke. Audited accounts providing detailed information on income and expenditure will be provided in the AGM papers.

Overall expenditure remains broadly in line with the budget adopted at the October 2025 AGM. Some categories are slightly over budget, while insurance costs are lower than forecast.

Executive Committee
Owners Corporation of Units Plan 12592
June 2026

A&A 'Alexander & Albemarle'

The Owners Corporation – UNITS PLAN 12592

EXECUTIVE COMMITTEE MEETING MINUTES

Meeting: Monday, 25th May 2026 at 4:00 PM

Location: On-Site in Unit 816/35 Furzer Street, Phillip, ACT, 2606.

MEMBERS PRESENT:

EXECUTIVE COMMITTEE (EC): Nancye Burkevics (Lot 160), Shaun Jeffrey (Lot 175), and Brett Thomson (Lot 185), and Tim Kinsela (Lot 197).

APOLOGIES: Thomas Lindfield (Lot 4) and Margot Andrew (Lot 68),

STRATA & FACILITIES MANAGEMENT (SM/BM): Owners Corporation Manager representatives from Grady Strata & Facilities – Corey Wolfinger (Building Manager) and Brooke Walton (Strata Manager).

CHAIR: Brett Thomson (Lot 185) was elected Chairperson for the meeting by members present.

1. MEETING FORMALITIES

1.1 Notation of members present and/or apologies. – **NOTED**

1.2 Declaration of any conflicts of interests. – **NOTED**

It was noted that Brett Thomson (Lot 185) may have a conflict of interest regarding Lot 21's EV Request, as Brett has an EV charger from initial build.

1.3 Election of Chairperson for the meeting. – **NOTED**

2. PREVIOUS MINUTES

2.1. Confirmation of Previous ECM Minutes:

"The Executive Committee agreed to adopt the minutes of the previous EC Meetings, held on Monday, 20th April 2026." – **APPROVED**

3. BUILDING MANAGER REPORT

3.1. Fire Door Replacements:

- The Committee **NOTED** concerns with O'Neil & Brown Fire Services (ONBFS) regarding the delays in actioning the fire door replacements, along other outstanding quotes, discrepancies in their reports and/or issues with their reporting systems and responsiveness have all been escalated by Grady with O'Neil & Brown Fire to address these concerns.
- The Committee **NOTED** that the replacement doors have been ordered by ONBFS, with installation anticipated in early June 2026.
- The Committee **NOTED** that the replacement doors include blocker plates and seals and are not expected to require painting after installation.

3.2. Fire Hydrants (5-yearly testing):

- The Committee **NOTED** that the common fire hydrants five-yearly testing is due. The Committee requested that Corey obtain comparative quotations for pressure testing before the Committee considers approval of the service.

3.3. Fire Defects and Commercial Tenancy Fit Outs:

- The Committee **NOTED** and discussed the process for commercial tenancy fit outs, including building approvals and fire block plans.
- The Committee **NOTED** that the sprinkler defect matters have been escalated with O'Neil & Brown Fire for clarification.
- The Committee **NOTED** that the commercial lots with incorrect fire plans are to confirm whether required building approvals were obtained and, where required, arrange and pay for the relevant plans to be updated based on their tenancy fit outs.
- The Committee **NOTED** that ONBFS need to be coordinating inspections with commercial tenants and Corey to confirm any discrepancies between the fire block plans and the tenancy fit outs and report back to the EC with an update within the next 3x months.

A&A 'Alexander & Albemarle'

The Owners Corporation – UNITS PLAN 12592

EXECUTIVE COMMITTEE MEETING MINUTES

3.4. Metal Works:

- The Committee **NOTED** that a contractor is scheduled to attend the property to quote the immediate metal work items and will also review the pool fence while on site.
- The Committee **RESOLVED** that galvanised replacements instead of replacing like for like with stainless steel would be a cheaper alternative for minimal aesthetic change. The Committee approved for immediate replacement items requiring action to be replaced with galvanised at this stage.

3.5. Intercoms:

- The Committee **NOTED** ongoing intercom issues. The Committee discussed whether replacement of the intercoms in full may be more cost effective than replacing them in a staged process across the buildings. The meeting noted that prior pricing had been obtained from Automate.
- The Committee **RESOLVED** to consider intercom replacement options, including like-for-like and upgrade options, as part of future budget planning.

3.6. Garden Renewals & Landscape Upgrades:

- The Committee **NOTED** the Corporate Gardens proposal and the subsequent project meeting outcomes.
- The Committee **RESOLVED** to defer the pool garden and pebble conversion components at this stage.
- The Committee **RESOLVED** to proceed with the amended perimeter garden and BBQ/productive garden works.
- The Committee **NOTED** that the amended proposal involves replacing the six existing crepe myrtles with alternative tree species, rather than retaining the crepe myrtles with protective rings. The Committee noted the change was recorded as being broadly consistent with the original cost allowance, with an increase of approximately \$680.
- The Committee **RESOLVED** options 2 & 3 of the Corporate Garden proposal with a total expenditure of \$68,395, with approximately \$62,000 to be funded from the Sinking Fund.
- The Committee **NOTED** that the Building Manager will confirm Corporate Gardens' methodology for lift use and compliance with applicable weight restrictions before works proceed and to monitor this during the project.
- The Committee **NOTED** that using the lift to transport the materials would be the most cost-effective option due to restrictions in accessibility for a boom lift.
- The Committee **RESOLVED** that further landscape upgrade options, including the center garden area, be quoted for possible consideration at the upcoming AGM.
- The Committee **RESOLVED** that Corporate Gardens will proceed with the approved works in the coming weeks.

3.7. Wonderschool Fire Escape & Access:

- The Committee **NOTED** the security and safety issues in relation to the Wonderschool fire escape area and agreed to obtain quotations for additional fencing and gates in relation to this area. The Building Manager will request quotations from the relevant metal contractor.
- The Committee **NOTED** to further consider the long-term treatment of the adjacent garden areas to Wonderschool once the gates have been installed to access these areas effectively.

3.8. Defects for further investigation:

- The Committee **NOTED** potential defects and items requiring further clarification.
- The Committee **RESOLVED** to clarify and raise the height safety system and the pool structure/cross beams under the pool as potential defects if applicable.
- The Committee **NOTED** that the pool fence requires significant refurbishment and that further clarification is required as to whether this forms part of a defect claim.

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

- The Committee **NOTED** concerns raised regarding failed double glazing/windows and requested that Diagnostech assist in clarifying the relevant defect position and next steps, if engaged.

3.9. Pool Heating:

- The Committee **NOTED** pool heating as an initial discussion only. No resolutions were passed.
- The Committee **NOTED** that any further consideration will require a review of operating costs, available equipment and potential impacts from reduced sunlight due to surrounding developments.

4. APPLICATIONS

4.1. Lot 194 | Unit G08/35 Furzer Street – Storage Cage:

- The Committee **DEFERRED** further consideration of the application pending the broader review of car space storage specifications, materials and Rules.

4.2. Lot 196 | Unit G10/35 Furzer Street - Storage Cage

- The Committee **DEFERRED** further consideration of the application pending the broader review of car space storage specifications, materials and Rules.

4.3. Lot 148 | Unit 601/45 Furzer Street - Storage Cage

- The Committee **DEFERRED** further consideration of the application pending the broader review of car space storage specifications, materials and Rules.

4.4. 4.3 Lot 21 | Unit 210/35 Furzer Street - EV Request

- The Committee **DEFERRED** further consideration of this EV request. The Secretary will meet with the resident to further discuss EV charging options.
- The Committee **NOTED** that Nox Energy may be able to provide an initial assessment without charge and agreed for Brooke to reach out to them to confirm.

5. FINANCIAL REPORTS

5.1. Review of financial reports up to 21st May 2026:

- The Committee **NOTED** the financial reports received.
- The Committee **NOTED** the importance of carefully reviewing surplus funds, particularly where funds were raised for significant items that have been deferred or not yet completed.
- The Committee **NOTED** that the height safety system works have not yet been completed, and that updated costing may be required for future budget planning.
- The Committee **RESOLVED** that future Executive Committee Meetings should address financial matters earlier in the meeting where practical.
- The Committee **NOTED** that the budget should be prepared in the usual manner for Committee review and that the Committee will consider the proposed levy position as part of the budget process based on any potential surplus at the end of the financial year.

6. GENERAL BUSINESS

6.1. Parking enforcement

- The Committee **RESOLVED** to support the proposed parking infringement process. Corey is to obtain evidence where applicable. The Strata Manager will issue an initial warning notice where appropriate. If the matter continues, further Committee approval will be sought before issuing formal infringement notices.

A&A 'Alexander & Albemarle'
The Owners Corporation – UNITS PLAN 12592
EXECUTIVE COMMITTEE MEETING MINUTES

6.2. Car space storage

- The Committee **NOTED** car space storage, including the size, materials and positioning of storage items, and the need to avoid obstruction of lighting, fire assets, or access.
- The Committee **RESOLVED** to further investigate proposed measurements and materials for possible inclusion in the complex Rules or supporting specifications.
- The Committee **NOTED** that the Building Manager and Brett Thomson will inspect and prepare proposed measurements and materials for further Committee consideration.

6.3. Carpark security

- The Committee **NOTED** a security concern was raised regarding carpark access due to residents and/or non-residents propping access doors open.
- The Committee **RESOLVED** to further consider options to extend security measures into the basement where feasible.

6.4. Chute blocking

- The Committee **RESOLVED** that chute blocking matters are to be managed using a similar process to parking enforcement. Evidence is to be obtained, an initial warning notice issued where appropriate, and further Committee approval sought before any infringement notices are issued.

6.5. Commercial signage

- The Committee **NOTED** that Nancye will resend the signage material previously prepared for further EC consideration.
- The Committee **NOTED** whether the complex Rules should identify signage that is not permitted, rather than prescribing a detailed set of acceptable signage colours and designs. The matter will be further considered by the Committee.

6.6. CCTV policy

- The Committee **NOTED** that the Secretary and Building Manager will provide feedback on the CCTV procedural guidelines after the trial period ending in September. The matter was otherwise placed on hold pending further review.

6.7. Committee engagement

- The Committee discussed owner engagement and noted the importance of encouraging owners to consider future participation in the Executive Committee. Owners interested in future involvement are encouraged to contact the Committee or Grady Strata & Facilities.

7. NEXT MEETINGS

7.1. Upcoming EC Meeting Schedule:

- EC only, Monday 15 June, 5pm.
- EC only, Monday 20 July, 5pm.
- EC + GRADY, Monday 17 August, 4pm, followed by EC only meeting.

The meeting ended at 6:45 PM

Swimming Pool Disclosure Statement

Location	Units Plan #	Block	Section	Division/District	UP Class
	12592	49	8	PHILLIP	A

The Owners Corporation discloses, to the best of their ability and knowledge, that:

	Disclosure:
Location of Swimming Pool	Level 2 Between Building 35 and 45
UP Registration Date (approx. built date)	14 August 2020
Building approval for the premises was granted (if the Premises were built by the current owner)	Unknown – Installed during construction of Units Plan 12592.
Was Building Approval issued at any time for the swimming pool?	Unknown – Assume yes, as part of original build.
Have any alterations occurred to the swimming pool and swimming pool area?	Nil.

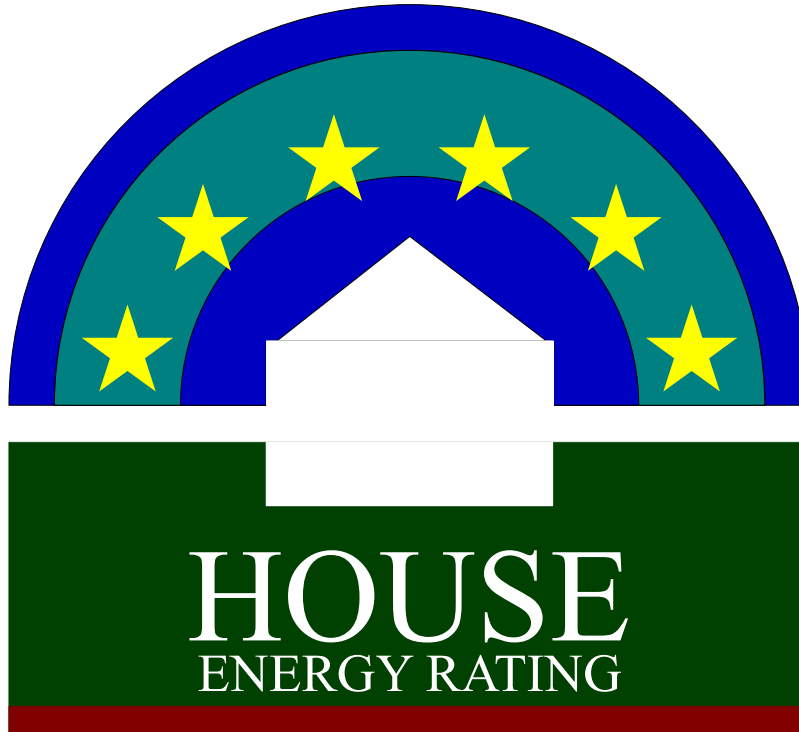
Standing exemptions:	Disclosure:
Does a standing exemption apply to the pool?	No.

Note: The Owners Corporation is presently seeking to undertake an inspection and certificate for compliance of the pool. This is expected to be fully complete by 30 JNov 2024, however is not currently aware of any non-compliance with relevant legislation regarding pool safety and access restrictions.

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 60 POINTS**

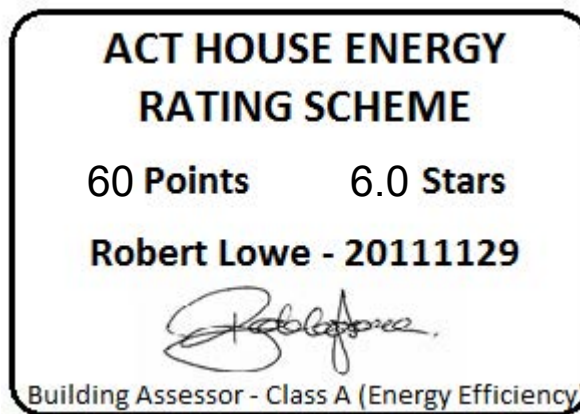
Name: Manalo

Ref No: 69175

House Title: Unit 48 Block 91 Section 8 PHILLIP

Date: 26-03-2026

Address: 504/35 Furzer Street, Phillip ACT 2606



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

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	60											
Potential	71											

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

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

10

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	60	★★★★★★
-----------------------	-----------	---------------

Largest windows in the dwelling;

Direction : NNW

Area : 15 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North West	57	★★★★★★
2. North	71	★★★★★★
3. North East	66	★★★★★★
4. East	56	★★★★★★
5. South East	47	★★★★★★
6. South	45	★★★★★★
7. South West	43	★★★★★★
8. West	46	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 48 Block 91 Section 8 PHILLIP, 504/35 Furzer Street, Phillip ACT 2606

Assessor's Name:

Net Conditioned Floor Area: 74.4 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	117	Insulation:	-103			
WALL				9	-2	8
Surface Area:	3	Insulation:	6	Mass:	-1	
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-4	Mass:	3	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	8
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	41 %			
Exhaust Fans	43 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	16 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				3	-12	-9
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNW	15	20%	-29	33	-12	-9
Total	15	20%	-29	33	-12	-9

* 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 12 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			57	-19	60*
SCORE						

* includes 23 points from Area Adjustment

Detailed House Data

House Details

ClientName Manalo
HouseTitle Unit 48 Block 91 Section 8 PHILLIP
StreetAddress 504/35 Furzer Street, Phillip ACT 2606
FileCreated 26-03-2026

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	12.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	35.0m ²
3	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	30.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	Yes	R0.0	6.0m	2.7m
2	Framed: FC Sheet Clad	Yes	R0.0	4.0m	2.7m
3	Framed: Metal Clad	No	R2.0	4.6m	3.5m
4	Brick Veneer	No	R2.0	8.2m	2.7m
5	Framed: FC Sheet Clad	Yes	R0.0	8.4m	3.5m
6	Framed: FC Sheet Clad	Yes	R0.0	4.8m	3.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	77.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNW	2.5m	3.6m	No	DG	ALIMPR	OW	No	2.0m	2.0m	1.0m
2	NNW	1.8m	2.4m	No	DG	ALIMPR	CW	No	0.6m	0.6m	1.0m
3	NNW	2.1m	0.9m	No	DG	ALIMPR	HB	No	2.0m	2.0m	0.3m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	NNW	2.5m	3.6m	30.0m	27.0m	11.3m	3.3m	0.0m	0.0m	0.0m	0.0m
2	NNW	1.8m	2.4m	30.0m	27.0m	9.8m	3.5m	0.6m	1.0m	0.6m	0.3m
3	NNW	2.1m	0.9m	0.0m	0.0m	0.0m	0.0m	2.4m	0.0m	1.8m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location Suburban
Is there More than One Storey ? No

Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

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

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Josef Marlo Manalo
504/35 Furzer St
PHILLIP ACT 2606
AUSTRALIA

Invoice Date
23 Mar 2026

Invoice Number
INV-69175

ABN
33 600 397 466

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

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

Due Date: 2 Apr 2026

Payment Terms: 7 Day Account

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

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

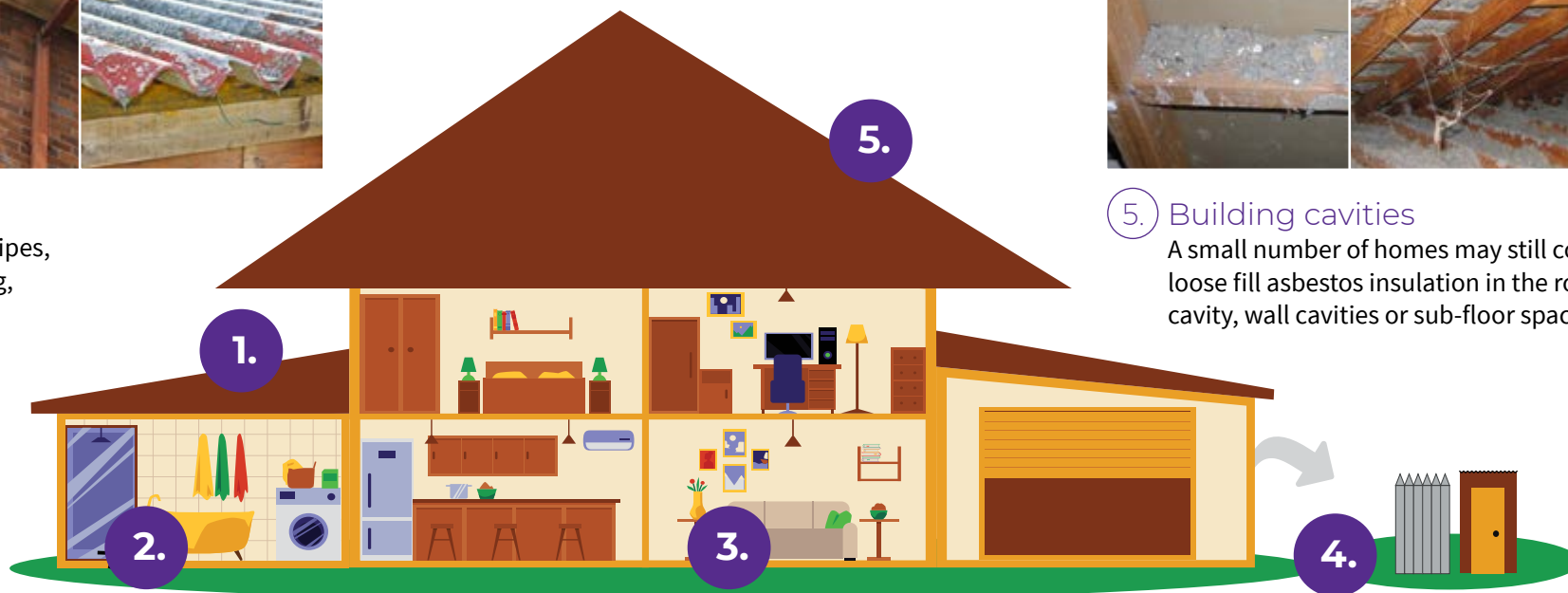
Unit 48 UP No. 12592
Block 91,92 Section 8 Phillip

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.

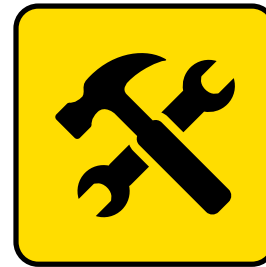
Asbestos materials become dangerous when:



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.