

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 24	UP No. 11999	Block 36	Section 64	Division/District Watson
	and known as 24/45 Negus Crescent, Watson ACT 2602					
<b>Seller</b>	Full name	Sankalp Sheikhar & Terri-Ann O'Quinn				
	ACN/ABN					
	Address	24/45 Negus Crescent, Watson, ACT 2602				
<b>Seller Solicitor</b>	Firm	WMG Legal				
	Email	office@wmglegal.com.au				
	Phone	(02) 6253 9766	Ref CM:22315			
	DX/Address	PO Box 3, Gungahlin ACT 2912				
<b>Stakeholder</b>	Name	Hive Property (ACT) Pty Ltd Trust Account				
<b>Seller Agent</b>	Firm	Hive Property (ACT) Pty Ltd				
	Email	<a href="mailto:steph@hiveproperty.co">steph@hiveproperty.co</a>				
	Phone	(02) 6182 1802	Ref Steph Hunt			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
<b>Restriction on Transfer</b>	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				
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents.				
<b>Goods</b>	Description	All Fixed Floor Coverings, Light Fittings and Window Treatments as Inspected.				
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b> On or before 30 days from the Date of this Contract						
<b>Electronic Transaction?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
<b>Land Tax to be adjusted?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes						
<b>Residential Withholding Tax</b>	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)	
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

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

**Read This Before Signing:** Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

<b>Seller signature</b>	<b>Buyer signature</b>
Seller witness name and signature	Buyer witness name and signature

## Seller Disclosure Documents

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

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

### If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

### Tenancy Summary

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

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

Name		Phone	
Address			

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

---

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:
 

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

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

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

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

**Balance of the Price** means the Price less the Deposit;

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

**Deposit** means the deposit forming part of the Price;

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

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

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

**Disclosure Statement** has the meaning in the Property Act;

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

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

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

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

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

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

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

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

**Income** includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

**Legislation Act** means the *Legislation Act 2001*;

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

**Lot** has the meaning in the Community Title Act;

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

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

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

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

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

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

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

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

- Section 56 Certificate** means a certificate for a Lot issued under section 56 of the Community Title Act;
- Section 67 Statement** means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;
- Service** includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;
- Staged Development** has the meaning given by section 17(4) of the Unit Titles Act;
- Tenancy Agreement** includes a lease for any term and whether for residential purposes or otherwise;
- Unapproved Structure** has the meaning in the Sale of Residential Property Act;
- Unit** means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;
- Unit Entitlement** for the Unit has the meaning in the Unit Titles Act;
- Unit Title** is the Lease together with the rights of the registered lessee of the Unit;
- Unit Title Certificate** means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;
- Unit Titles Act** means the *Unit Titles Act 2001* (ACT);
- Unit Titles Management Act** means the *Unit Titles (Management) Act 2011* (ACT);
- Units Plan** means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.
- 1.2 In this Contract:
- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
  - the singular includes the plural, and the plural includes the singular;
  - a reference to a person includes a body corporate;
  - a term not otherwise defined has the meaning in the Legislation Act; and
  - a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.
- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.
- ## 2. Terms of payment
- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

### 3. Title to the Lease

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

### 4. Restrictions on transfer

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

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

### 5. Particulars of title and submission of transfer

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

### 6. Buyer rights and limitations

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

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

## 7. Seller warranties

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
  - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
  - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
  - (f) if applicable, the Tenancy Agreement incorporates:
    - (i) the Prescribed Terms; and
    - (ii) any other terms approved by the Residential Tenancies Tribunal.
- 9.3.2 The Seller must hand to the Buyer on Completion:
- (a) any written Tenancy Agreement to which this Contract is subject;
  - (b) a notice of attornment;
  - (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
  - (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.
- 9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

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

**ELN** has the meaning given in the Participation Rules;

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

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

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

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

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

**Nominated ELN** means the ELN specified in the Schedule;

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

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

#### 14. Off the plan purchase and Compliance Certificate

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### 17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

## 18. Notice to Complete and Default Notice

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

- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
  - 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 19. Termination – Buyer default

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

\* Alter as necessary

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 Unit Titles 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 24 UP No. 11999  
Block 36 Section 64 Watson  
24/45 Negus Crescent, Watson ACT 2602

## **SPECIAL CONDITIONS**

### **1. REQUIRED DOCUMENTS**

---

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

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

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

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

### **2. INCONSISTENCIES**

---

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

### **3. KEYS**

---

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

### **4. DEATH OR INCAPACITY**

---

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

### **5. AMENDMENT TO THE PRINTED TERMS**

---

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

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

## **6. DEPOSIT BOND**

---

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

## **7. BUYER'S WARRANTY & INDEMNITY**

---

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

## **8. ELECTRONIC TRANSACTION**

---

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

- (a) Each Party consents to:
  - (i) The electronic signing of this Contract; and
  - (ii) The electronic exchange of this Contract.
  
- (b) The Parties warrant that:
  - (i) The electronically signed and exchanged Contract; and
  - (ii) If reasonably required by any party, a printout of the Contract which has been electronically signed and exchanged;

Is sufficient evidence of:

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

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

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

## **9. DIRECTOR'S GUARANTEE**

---

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

## **10. CAVEAT**

---

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

**Annexure B**

**Director's Guarantee**

I/we, (name of Director/s) .....

of (address).....

.....agree as follows:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_ .

Signed by

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Capacity

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

## **11. SHUTDOWN PERIOD – ACT**

### **11.1 Definitions**

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

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

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

**WHO** means the World Health Organisation.

### **11.2 Shutdown Period**

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

(a) When any of the following is closed:

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

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

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

### **11.3 Notice of Closure**

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

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

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

#### **11.4 Completion extended**

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

#### **11.5 Extension of the Notice to Complete**

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

#### **11.6 Extension of other notice**

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

#### **11.7 Payment of damages**

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

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Watson Section 64 Block 36 on Deposited Plan 11636 with 88 units on Unit Plan 11999

Unit 24 (Class B) entitlement 113 of 10000, 0 subsidiaries

Lease commenced on 15/06/2020, terminating on 01/11/2116

### Proprietor

Terri-Ann O'Quinn

Unit 44, 34 Gosse Street, Kingston ACT 2604

Sankalp Sheikhar

44/34 Gosse street, Kingston ACT 2604

as Joint Tenants

### REGISTERED ENCUMBRANCES AND INTERESTS

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

### Restrictions

Purpose Clause: Refer Units Plan

### Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
13/10/2022	3197205	Mortgage to NATIONAL AUSTRALIA BANK LIMITED (ACN: 004 044 937)

### *End of interests*

## ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201732196	Development Application	01/08/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	14/12/2017



<b>Product</b>	Title Details
<b>Date/Time</b>	02/05/2026 05:09PM
<b>Customer Reference</b>	22315
<b>Order ID</b>	20260502000025
<b>Cost</b>	\$35.00

---

**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 88 new two storey dwellings, attached garages, landscaping and associated works.

---

**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.

<b>Reference Number</b>	<b>Type</b>	<b>Lodgement Date</b>	<b>Assessment Track</b>	<b>Status</b>	<b>Status Date</b>
201833225	Development Application	02/03/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/06/2018

---

**Description**

PROPOSAL FOR LEASE VARIATION - Lease variation to consolidate Blocks 17, 27 and 28 Section 64 Watson.

---

**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.

<b>Reference Number</b>	<b>Type</b>	<b>Lodgement Date</b>	<b>Assessment Track</b>	<b>Status</b>	<b>Status Date</b>
201528681	Development Application	09/12/2015	AAT - APPEAL	APPEAL-DISMISSED	27/09/2018

---

**Description**

AMENDMENT TO APPROVED DA201528681 . Amendment to the development application for estate development plan - The amendment is to add a retaining wall, and associated works.

---

**AUSTRALIAN CAPITAL TERRITORY**  
**TITLE SEARCH**

**LAND**

Watson Section 64 Block 36 on Deposited Plan 11636 with 88 units on Unit Plan 11999

Lease commenced on 15/06/2020, terminating on 01/11/2116

**COMMON PROPERTY**

**Proprietor**

The Owners - Units Plan No 11,999

LJ Hooker Strata, 1st Floor 182-200 City Walk Canberra City ACT 2601

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

**Easements**

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
04/03/2021	3058636	Application to Note Special Resolution Unit Plan 11999
15/10/2025	3411149	Application to Note Special Resolution - Refer Instrument

***End of interests***

**ADMINISTRATIVE INTERESTS**

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201732196	Development Application	01/08/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	14/12/2017

**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 88 new two storey dwellings, attached garages, landscaping and associated works.

**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
201833225	Development Application	02/03/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/06/2018

**Description**

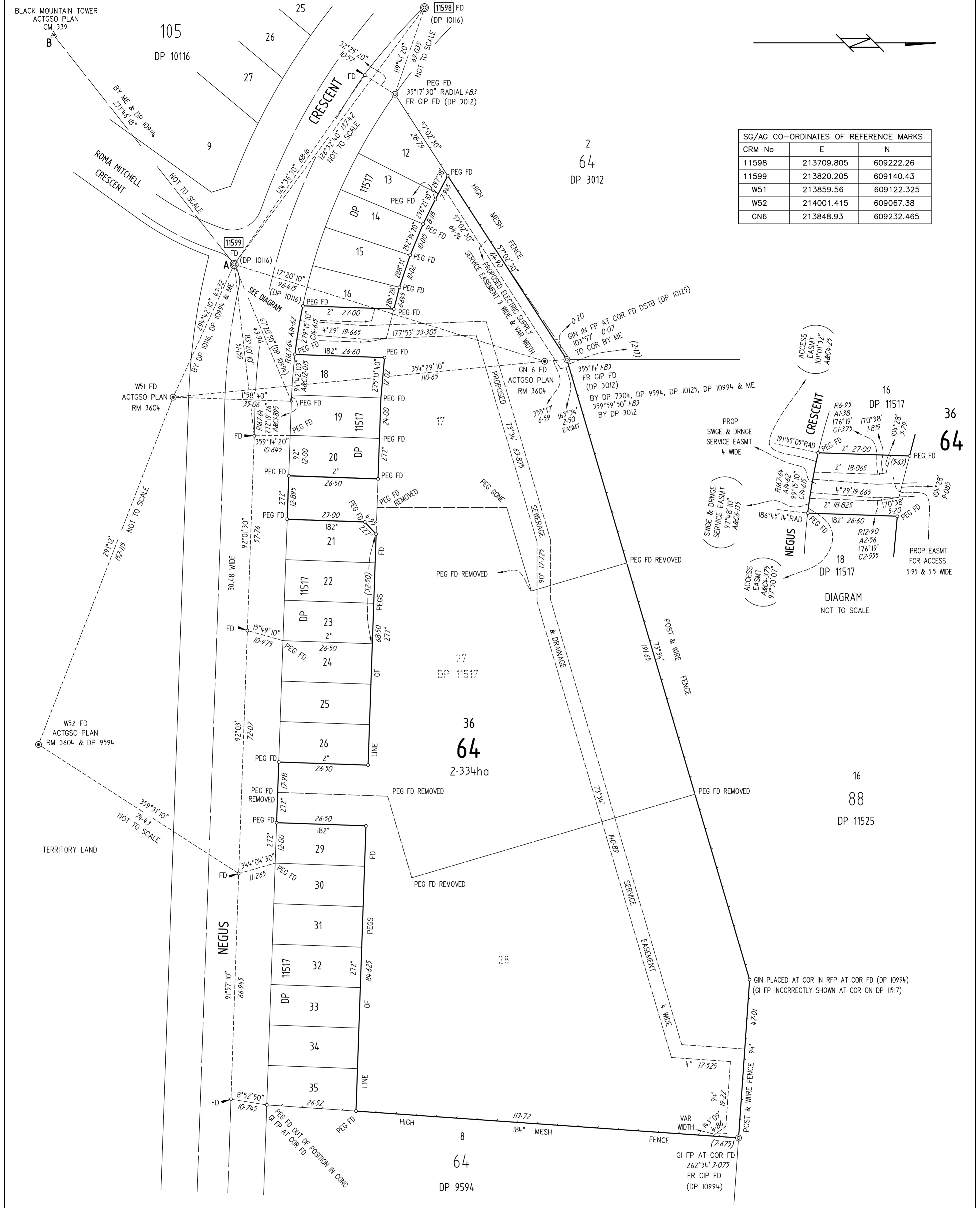
PROPOSAL FOR LEASE VARIATION - Lease variation to consolidate Blocks 17, 27 and 28 Section 64 Watson.

**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.

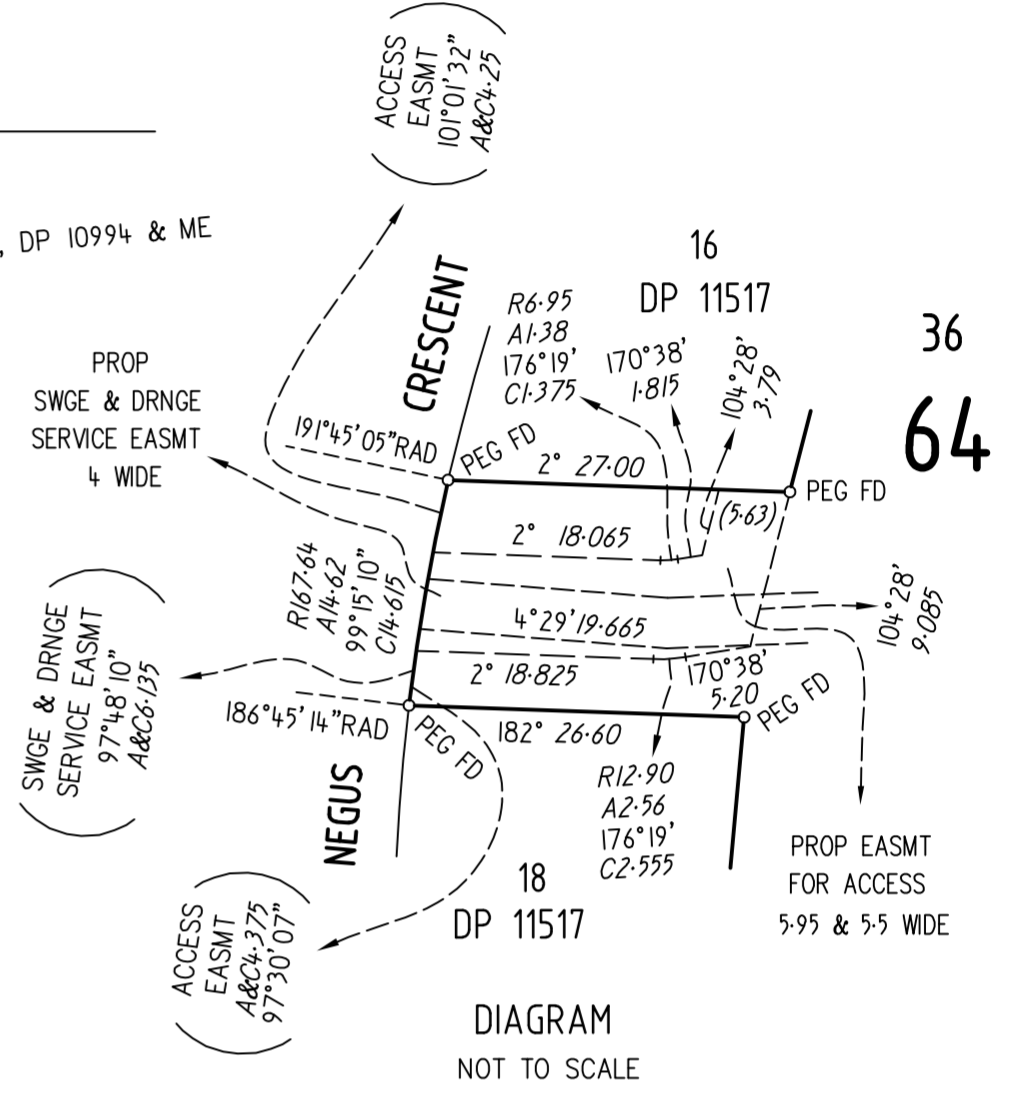
Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201528681	Development Application	09/12/2015	AAT - APPEAL	APPEAL- DISMISSED	27/09/2018

**Description**

AMENDMENT TO APPROVED DA201528681 . Amendment to the development application for estate development plan - The amendment is to add a retaining wall, and associated works.



CRM No	E	N
11598	213709.805	609222.26
11599	213820.205	609140.43
W51	213859.56	609122.325
W52	214001.415	609067.38
GN6	213848.93	609232.465



- REFERENCE MARKS**
- ⊙ Denotes GIP
  - ⊙ Denotes CB
  - ⊙ Denotes PLAQUE IN KERB
  - ⊙ 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 : 15010.02

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 4 SEPTEMBER 2018

(Signature) ..... 8 OCTOBER 2018  
Surveyor registered under the Surveyors Act 2007.

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

8/10/2018 Acting / Surveyor-General of the ACT

**PLAN OF**  
**BLOCK 36 SECTION 64**  
**BEING A CONSOLIDATION OF BLOCK 17**  
**AND BLOCKS 27 & 28**

**DIVISION: WATSON**  
**DISTRICT: CANBERRA CENTRAL**  
**AUSTRALIAN CAPITAL TERRITORY**

SCALE 1:600  
0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra  
In the Australian Capital Territory at  
12:17 pm, 04/03/2019

Approved  
Dave Peffer  
Registrar-General

Registrar of Titles

**DEPOSITED PLAN**  
**11636**  
AMENDS DP 11517



Access Canberra.



SR\$3411149

29/09/2025 10:48:53 Buj H

ES  
RA  
ate

Chief Mir

3411149

SPECIAL RESOLUTION  
BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		CRN: UP XXXXX 11999
Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	1800 383 333

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3000:762 2402:43	Watson	64	36	11999

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

Consolidated Rules / General meeting

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

**CERTIFICATION** \*Delete the inapplicable

Applicant

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

Signed By:

Fallon Louise Skerbic  
 Administration Manager, LJ Hooker Strata ACT  
 Authorised Representative

Witness:

Pascal Deschanel  
 General Manager  
 LJ Hooker Strata ACT Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	15/10/2025



**ANNEXURE**

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
2402:13	Watson	64	36		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SPECIAL RESOLUTION BY OWNERS CORPORATION	16

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
OWNERS CORPORATION OF UNITS PLAN 11999

VOI Sighted X.....1.....

Change of Name by Marriage

Authority to Deal Authorisation letter

ASIC Yes

Category 3

Signed by HB [Signature]

Date 29 SEP 2025

**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 11999**

**A2 General meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 11/09/2025

*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
11/09/2025	As per attached Minutes

**A4 Owners corporation declaration**

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

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

*Jgold*



† 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 ANNUAL GENERAL MEETING

## Units Plan No. 11999 – THE RIDGE

---

<b>MEETING DATE</b>	Thursday 11 September 2025
<b>MEETING TIME</b>	5:00 PM
<b>MEETING LOCATION</b>	Via Zoom

---



## MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 11999

**DATE & TIME** Thursday 11 September 2025 at 5:00 PM  
**LOCATION** Via Zoom

### ATTENDANCE

Present via Zoom	
Name	Unit
A Nguyen	1
T Fairweather	2
G Lamb	6
P Carter	8
L Fuller	9
C Dixon	15
L Goldie	20
D Blue	28
M Petterson	38
B Richard	39
M & D Johnson	40
J McDonald	43
L Magee	54
T Townson	60
M & N Chembe	70
S & R Cant	82
S Curry & S Westhead	83
J Gold	LJ Hooker Strata

Apologies	
Name	Unit
M & A Healy	58

Chairperson	
Name	Unit
M Petterson	38



---

## QUORUM

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

**Meeting opened on Thursday 11 September 2025 at 5:31 PM**

---

### 1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous General Meeting held 26th June 2025 are confirmed.

**CARRIED**

---

### 2. INSURANCE

a) That ahead of renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

**CARRIED**

b) That the Owners Corporation consents to commission (generally up to 20%) being earned by its chosen broker.

**WITHDRAWN**

c) That the Owners Corporation consider any new or outstanding insurance claims.

**CARRIED**

#### Secretarial Notes:

- It was noted for owners present that the current insurance brokers Strata Insurance Solutions does not charge commission on their policy, this means that part b is withdrawn from the meeting.
- 

### 3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

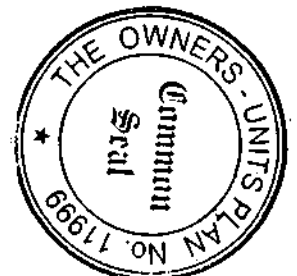
That the financial statements be accepted as presented for financial year ending 30 June 2025

**CARRIED**

#### AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 11999 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

**It was noted that units plan 11999 does not meet the requirements for an audit to be undertaken.**



---

**4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE BUDGET APPROVAL**

That the Corporation agrees to the proposed Administrative Fund expenditure budget of \$194,159.16 and agrees to determine a levy equal to the proposed Administrative Fund income budget of \$187,156.16 for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 21 August 2025, 1 November 2025, 1 February 2026 & 1 May 2026.

**CARRIED**

---

**5. SINKING FUND PLAN REVIEW**

That the Owners Corporation agree to engage a contractor to undertake a review of the Sinking Fund Plan to be presented for adoption at the next Annual General Meeting.

**CARRIED**

---

**6. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL**

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$4,948.00 and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$20,615.00 for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 21 August 2025, 1 November 2025, 1 February 2026 & 1 May 2026.

**CARRIED**

---

**7. TRANSFER OF FUNDS FROM SPECIAL PURPOSE FUND TO SINKING FUND**

That in accordance with s87(d) of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to transfer the amount of -\$1,827.21 from the Special Purpose Funds "Retaining Walls" & "Driveway Plumbing" to the Sinking Fund to close the funds no longer required.

**CARRIED**

---

**8. MAINTENANCE PLAN REVIEW**

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

**CARRIED**

---

**9. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS**

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.



## FIRE SAFETY REVIEW

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

---

### 10. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

**CARRIED**

#### Secretarial Notes:

- The managing agent sent an update notice to the owners corporation before the meeting began. It was confirmed that individual owners are required to submit a lot claim form to QBE in order for the claim process to continue
- 

### 11. APPOINTMENT OF MANAGING AGENT

That the Owners Corporation formally review and endorse the strata management contract entered into by the Executive Committee with LJ Hooker, pursuant to the resolution passed under Motion 5 at the General Meeting held on 26 June 2025.

**CARRIED**

---

### 12. EXECUTIVE COMMITTEE

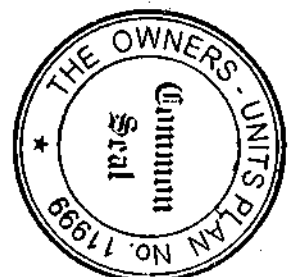
That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

**CARRIED**

- D Blue (Unit 28)
- M Petterson (Unit 38)
- L Magee (Unit 54)

## ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.



---

### 13. AMENDED HOUSE RULES - UPDATED SOLAR PANEL INSTALLATION

That the Owners Corporation review the amended house rules and accept them to be registered house rules for the complex.

Given the pigeon nesting continues to be a problem within the complex the Executive Committee have proposed changing the wording of the House Rules to ensure that any new solar panels installed have taken the appropriate measures to prevent bird nesting such as that highlighted blue as follows:

That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidise energy consumption for their own unit, provided the panels are installed as inconspicuously as possible and completely within the roof boundary of the unit. This consent constitutes **Rule 14** of the Owners Corporation.

#### Conditions of Rule 14:

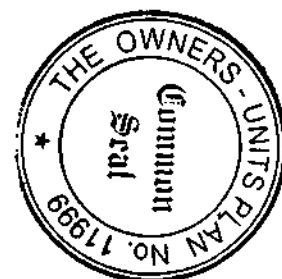
- All **maintenance issues**, including **water ingress** arising from roof penetrations related to solar panel installation, will remain the responsibility of the **installing owner**.
- The **removal of leaf matter and debris** caught around the solar panels shall also be managed and maintained by the **installing owner**.
- **For installations approved after 1 October 2025, owners must ensure mesh netting is fitted on the underside of the panels as part of the installation to prevent bird nesting and minimise debris accumulation.**

CARRIED

---

### GENERAL BUSINESS

- Proposed new seating at top park (with BBQ) - It was noted that the resident raising this query was not present at the time of the meeting and the owners present require further context and information into the request.
- New trees for grassed area at top park - T Townson (Unit 60) noted that he has had discussion with the gardener in relation to the planting of fruit trees in the park area, a quote has been received for review.  
It was additionally noted that the lower garden bed appears to need an upgrade and replant after a heavy prune was undertaken, the ground cover appears to have also been removed from the garden bed. T Townson will arrange a chat with the gardener for the rejuvenation of this garden bed. Units 1-3 have noted that the plants seem to have disappeared.
- Need for speed bumps on all corners in the complex - New quotes are to be sought for traffic management trades. However, M Petterson (Unit 38) noted that a bollard is being installed by the gardener in due course near the cover of Unit 59 to reduced the damage being caused by people cutting the corner. T Townson will contact the gardener to confirm these works.
- Consideration of a strata-wide investment to install gutter guard to reduce maintenance and mitigate future stormwater-related damage - D Blue (Unit 28) has noticed a lot of leaf litter and growth from gutters through the complex. Noting that the complex is a 2 story B Class it can make it difficult for occupants to clean their gutters. In noting this D Blue sought a quote from Capital Solar Panels Cleaning for the works to clean and install gutter guard. Please see the attached quote.  
The Managing Agent is to issue a notice to owners to offer an opt in service of having these works undertaken with the cost recoverable by charging to levies.



- T Fairweather (Unit 2) noted that a gum tree has dropped branches that has damaged the fence of unit 3 from the strata behind them, leaves also fill the gutters of the units adjoining this Units Plan. D Blue confirmed that this tree belongs to the Norrebro Community Title and LJ Hooker are the Managing Agents. J Gold is to communicate this issue with the manager and send the managers email to T Fairweather for raising this matter.
- Consideration of a strata-wide investment in pigeon nesting reduction activities - This was similarly covered off in the previous point however, D Blue noted that himself and other residents have had issues with pigeons nesting under the panels and arranged Capital Solar Cleaning to install pigeon netting to reduce this. Other owners present noted they have had the same issue and arranged netting which saw a solution to the nesting problem. D Blue noted that Capital Solar Cleaning have included the cost to undertake these works on the quote attached, this will be included on the notice for an opt in option.  
D Johnson (Unit 40) noted that they had a channel type guard installed on install of their solar panels and have seen no issues if residents would like an alternative to consider however sounds to be installed before panels not after.

There being no further business the chairperson declared the meeting closed.

**Meeting closed on Thursday 11 September 2025 at 6:32 PM**



**Capital Solar Panels Cleaning**

Date: Fri, 29 Aug 2025 at 00:51

Subject: Solar bird proofing, gutter guard and cleaning quote

To: D Blue

Good morning Daniel,

Thank you very much for the opportunity to provide a quote. Please see the estimate pricing and details below.

I've also attached examples of our previous work, including gutter guard installation, solar bird proofing, and gutter cleaning, for your reference.

**Solar Panel Cleaning**

- \$200 plus GST
  - Heavy-duty scrubbing (lichens, caked dirt, etc.): +\$2 per panel

- 
- **Gutter cleaning** (top gutters, front and back): \$290 plus GST
  - **Whole house** (including bottom front and back gutters): \$450 Plus GST

**Gutter Guard** (top gutter, front and back) \$900 plus GST

---

**Solar panels Bird proofing**

- \$1,350 plus GST

---

**Job Details**

- ◆ **Solar Panel Cleaning**
  - **Professional cleaning using an ionic filtration system** (deionized water, reverse osmosis, and particle filter) for a spotless, streak-free finish
  - **Removal of Lichens, bird droppings, moss, and debris** from panels and frames



#### ◆ External Solar Panel Inspection

- **Thermal imaging with an infrared camera** to check for external faults or damage during cleaning

#### ◆ Job Completion Report

- **Detailed report with before-and-after photos** and thermal images showing performance improvement
- **Notification of any faults or damage** detected during inspection

#### Gutter guard

We use **high-quality aluminium mesh gutter guard**, which offers full protection from leaves, branches, pests, and birds—helping to keep your roof and gutters clean and functioning properly.

Our micro-hole mesh design is lightweight yet durable, allowing rainwater to flow through easily while preventing blockages and overflows. The aluminium material is **anti-rust and long-lasting, making it ideal for Australian weather conditions.**

#### ◆ Gutter Cleaning Service Includes

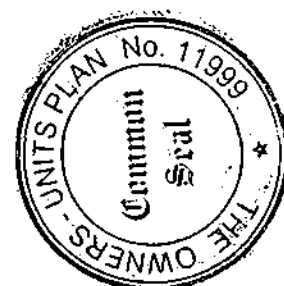
- **Thorough gutter cleaning** – manual removal of leaves, dirt, and debris
- **Downpipe clearing** – ensuring downpipes are unblocked and flowing properly
- **Roof & valley clean-up** – removal of leaves, branches, and debris
- **No Mess Guarantee** – property left clean and tidy

#### Solar bird proofing Job details

- Removal of existing bird nests
- Installation of bird-proofing mesh underneath the solar panels to block bird access—without causing any damage to your panels

#### About the Mesh:

Our bird-proofing mesh is made from galvanized steel wire, welded into a grid and coated in black PVC. This provides excellent resistance to rust and weather while remaining discreet once installed. The mesh is black and nearly invisible and blends seamlessly beautifully with your roof. Most importantly, the mesh is designed not to interfere with or void your solar panel warranty.



### Why Install Bird-Proofing?

- Bird nests under solar panels can lead to long-term damage.
  - Most solar panel warranties do not cover issues caused by nesting birds.
  - Pigeon droppings carry bacteria and parasites that can contaminate your rainwater tank.
  - Installing bird-proofing mesh around all panels prevents access, ensuring birds can no longer nest or return—ultimately deterring them from your roof entirely.
- 

### ☆☆☆☆☆ Why Choose Us?

We offer a **1-year workmanship warranty** covering any issues related to our installation. If anything comes loose or is damaged due to our work, we'll return and fix it at no cost.

**(Please note: This does not cover external damage caused by human interference.)**

- ✓ **Mess-Free Guarantee** – your property will be left clean and tidy
  - ✓ **Transparent Service** – receive before-and-after photos of gutters and panels
  - ✓ **Proven Track Record** – over 300 five-star Google reviews ☆☆☆☆☆
  - ✓ **Professional, reliable, and friendly team**
- 

Please let me know if you'd like to proceed or if you have any questions. I'd be happy to help.



## UNITS PLAN 11999 THE RIDGE HOUSE RULES

### 1 Definition

(1) In these rules:

Executive Committee representative means a person authorised in writing by the executive committee under rule 10 (4).

Owner, occupier or user, of a unit includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in the Act has the same meaning in these rules.

### 2 Payment of rates and taxes by unit owners

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

### 3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

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

### 4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the Common Property only

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

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

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

### 5 Use of common property

A unit owner must not use the Common Property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

### 6 Hazardous use of unit

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

### 7 Use of unit- nuisance or annoyance

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

(2) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.

(3) Permission may be given subject to stated condition.

(4) Permission may be withdrawn by special resolution of the Owners Corporation.



## 8 Noise

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

## 9 Illegal use of unit

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

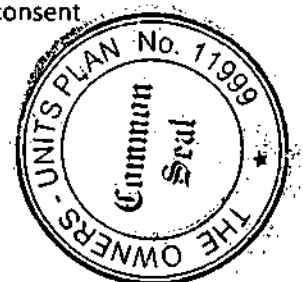
## 10 What may an Executive Committee Representative do?

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

## 11 Seal of owners corporation

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

- a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.
12. That the Owners Corporation gives a general approval to any owner, to install at their own expense, a security screen door to their unit, provided the door is keeping with the aesthetic integrity of the complex, and matches the complex colors, and that this consent becomes Rule 12 of the Owners Corporation.



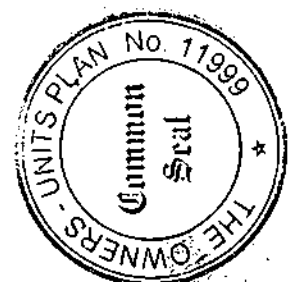
13. That the Owners Corporation gives consent to any owner to install, at their own expense, a satellite dish on their roof for the provision of subscription television services, provided the dish is installed as inconspicuously as possible, the dish is no larger than 90cm in diameter, and not higher than 1m from the roofing sheeting, and that this consent becomes Rule 13 of the Owners Corporation.

A condition of this rule - that any maintenance issues, including water ingress, arising from the roof penetrations from a satellite dish installation, will be the responsibility of the owner whose installation caused the issues.

14. That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidise energy consumption for their own unit, *provided the panels are installed as inconspicuously as possible and completely within the roof boundary of the unit.* This consent constitutes Rule 14 of the Owners Corporation.

**Conditions of Rule 14:**

- *All maintenance issues, including water ingress arising from roof penetrations related to solar panel installation, will remain the responsibility of the installing owner.*
- *The removal of leaf matter and debris caught around the solar panels shall also be managed and maintained by the installing owner.*
- *For installations approved after 1 October 2025, owners must ensure mesh netting is fitted on the underside of the panels as part of the installation to prevent bird nesting and minimise debris accumulation.*





Access Canberra



SR3058636

17/02/2021 09:35:52

FLES  
ERRA  
orate

Chief N

3058636

SPECIAL RESOLUTION  
BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Trevor Deithe	trevor@lhookerstrata.com.au	1800383333

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3000: 762 <del>2402113</del>	WATSON	64	36	11999

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

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 taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.

\*The Certifier holds a properly completed Client Authorization for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Certifier has retained the evidence to support this Registry Instrument or Document.

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

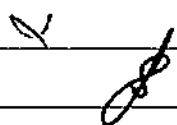
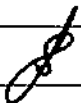
Signed By:

<Name of certifying party> <sup>Alan</sup> Trevor Deithe <sup>CP</sup>  
 <Capacity of certifying party> STRATA MANAGER

for: <Company name> L.J. Hooker STRATA  
 on behalf of the Registered Proprietor/Managing Agent

Courtney Page  
 Strata Manager  
 L.S. Hooker Strata

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	04 MAR 2021

WJ registered

**MINUTES OF**  
**FIRST GENERAL MEETING**  
**Units Plan No. 11999**

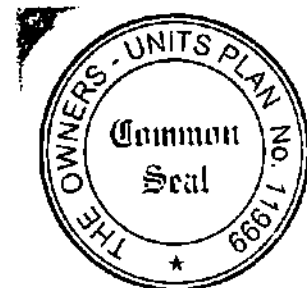
---

**DATE** Friday 27 November 2020

**TIME** 5:30 PM

**LOCATION** via zoom

---



---

# MINUTES OF FIRST ANNUAL GENERAL MEETING

## Units Plan No. 11999

**DATE & TIME** Friday 27 November 2020, at 5:30 PM

**LOCATION** via Zoom.

---

**PRESENT :**

Anh Nguyen	Unit 1
Kirsten Farrell and Emma Beer	Unit 4
Yvette Armstrong	Unit 6
Jeremy Tarry	Unit 8
Jarrad Deacon	Unit 13
Jeffrey Smith and Mireile Vermulst	Unit 20
Stephanie Visintin	Unit 22
Brett Scholz	Unit 27
Daniel Blue	Unit 28
Allison Murray	Unit 33
Marius Pettersson and Nyah Donaldson	Unit 38
Byron Singline and Dionne Field	Unit 39
Jessica McDonald	Unit 43
Meagan Downes	Unit 46
Peter Sauerwald and Anna Zalewska	Unit 52
YU Zhu	Unit 55
Thomas Townson and Sunifa White	Unit 60
Aiden Silvestro and Ellie Windred	Unit 64
Jason Yu	Unit 67
Xin Wang	Unit 71
Peter Taft	Unit 75
Sue and Russell Cant	Unit 82
Di Gbel	Units 3, 5, 9, 11, 15, 16, 32, 41, 48, 49, 50, 51, 53, 70, 73, 74, 76.
Tim Maly	LJ Hooker Strata
Trevor Deithe	LJ Hooker Strata

**PROXIES :**

William Archinal and Lucy Hudson	Unit 12
Joshua McDonald and Cherie Clark	Unit 18
Marcus and Lyndsey Houghton	Unit 31
Voted in favour of all motions	
Raman and Rajni Sharma	Unit 17
In favour of all motions except 3 – abstain	



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

The meeting commenced at 6.00pm.

Appointment of Chair – Jessica McDonald was appointed Chair for the meeting

Acceptance of Proxies – The Proxy votes were tabled and accepted.

## MOTIONS

---

### 1. MINUTES OF INAUGURAL GENERAL MEETING

**Motion 1:** That the minutes of the Inaugural General Meeting held 15 June 2020 are accepted.

CARRIED

---

### 2. FINANCIAL REPORT

**Motion 2:** That the financial statements be accepted as presented to 12 October 2020.

CARRIED

---

### 3. INSURANCE

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

Policy No	HU0006045445
Renewal Date	22 May 2021
BUILDING	\$27,000,000
LOSS OF RENT	\$4,050,000
CATASTROPHE	Not Selected
PUBLIC LIABILITY	\$20,000,000
FIDELITY GURANTEE	\$100,000
OFFICE BEARERS	Not Selected
VOLUNTARY WORKERS	\$200,000/\$2,000



GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
MACHINERY BREAKDOWN	Not Applicable
LOT OWNERS IMPROVEMENT	\$250,000
FLOOD	Excluded
COMMON CONTENTS	\$270,000
Excess	\$500

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

**CARRIED WITH 1 ABSTAIN**

The Manager explained the Loss of Rent Cover and also advised Owners present that the quote for renewal will be presented to the incoming Executive Committee approx. 6 weeks prior to renewal for their consideration.

An Insurance Valuation will also be requested prior to renewal.

#### 4. EXECUTIVE COMMITTEE

**Motion 4:** That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

**CARRIED**

The following Owners were elected to stand as EC Members until the next Annual General Meeting :

Emma Beer	Unit 4
Allison Murray	Unit 33
Byron Singline	Unit 39
Marius Petterson	Unit 38
Jessica McDonald	Unit 43
Aiden Silvestro	Unit 64
Russell Cant	Unit 82

The responsibilities of the EC were explained and the Manager advised that the new legislation to come into effect 1 November 2020 will not have a huge impact on B Class developments for the most part but will have an effect on Owners who hold Proxy Votes.

The Manager will also arrange the first EC meeting in possibly 6-8 weeks time. Given the time of year it may be held over until mid to late January.



---

**5. GENERAL BUSINESS**

**MOTION 5 SPECIAL RESOLUTION**

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

**Motion 5: Special Resolution :** That Rule 4 of the Default Rules be amended and read as follows:

Erections and Alterations

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

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

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

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

**CARRIED**

---

**MOTION 6: SPECIAL RESOLUTION**

**Motion 6: Special Resolution:** That Rule 11 (b) & (c) of the Default Rules be amended to read

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

**CARRIED WITH  
ONE ABSTAIN**

---

**MOTION 7: SPECIAL RESOLUTION**

**Motion 7: Special Resolution:** That the Owners Corporation gives a general approval to any owner, to install at their own expense, a security screen door to their unit, provided the door is keeping with the aesthetic integrity of the complex, and matches the complex colours, and that this consent becomes Rule 12 of the Owners Corporation.

**CARRIED**



**MOTION 8: SPECIAL RESOLUTION**

**Motion 8: Special Resolution:** That the Owners Corporation gives consent to any owner to install, at their own expense, a satellite dish on their roof for the provision of subscription television services, provided the dish is installed as inconspicuously as possible, the dish is no larger than 90cm in diameter, and not higher than 1m from the roofing sheeting, and that this consent becomes Rule 13 of the Owners Corporation.

**A condition of this rule** - that any maintenance issues, including water ingress, arising from the roof penetrations from a satellite dish installation, will be the responsibility of the owner whose installation caused the issues.

**CARRIED**

---

**MOTION 9: SPECIAL RESOLUTION**

**Amended Motion 9: Special Resolution:** That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidise energy consumption for their own unit, provided the panels are installed as inconspicuously as possible, remain flat on the roof and are installed completely within the roof boundary of the unit, and that this consent becomes Rule 14 of the Owners Corporation.

**Conditions of this rule** - that any maintenance issues, including water ingress, arising from the roof penetrations from the solar panels installation,  
and  
removal of all leaf matter and debris that is caught around these panels, will be the responsibility of the owner installing the solar panels.

**CARRIED**

As there was no further business to discuss the Chair closed the meeting at 6.55 pm.

Jessica McDonald  
Chair UP 11999.  
27/11/2020



## UNITS PLAN 11999 THE RIDGE

### 1 Definition

(1) In these rules:

*Executive Committee representative* means a person authorised in writing by the executive committee under rule 10 (4).

*Owner, occupier or user*, of a unit includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in the Act has the same meaning in these rules.

### 2 Payment of rates and taxes by unit owners

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

### 3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

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

### 4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the Common Property only

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

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

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

### 5 Use of common property

A unit owner must not use the Common Property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

### 6 Hazardous use of unit

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



7 Use of unit-nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rules does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated condition.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

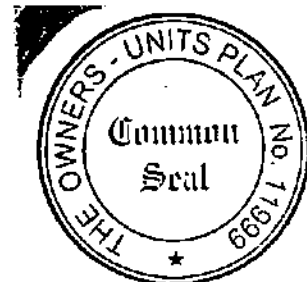
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rules does not apply to the making of a noise if the Executive Committee has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

9 Illegal use of unit

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

10 What may an Executive Committee Representative do?

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



11 Seal of owners corporation

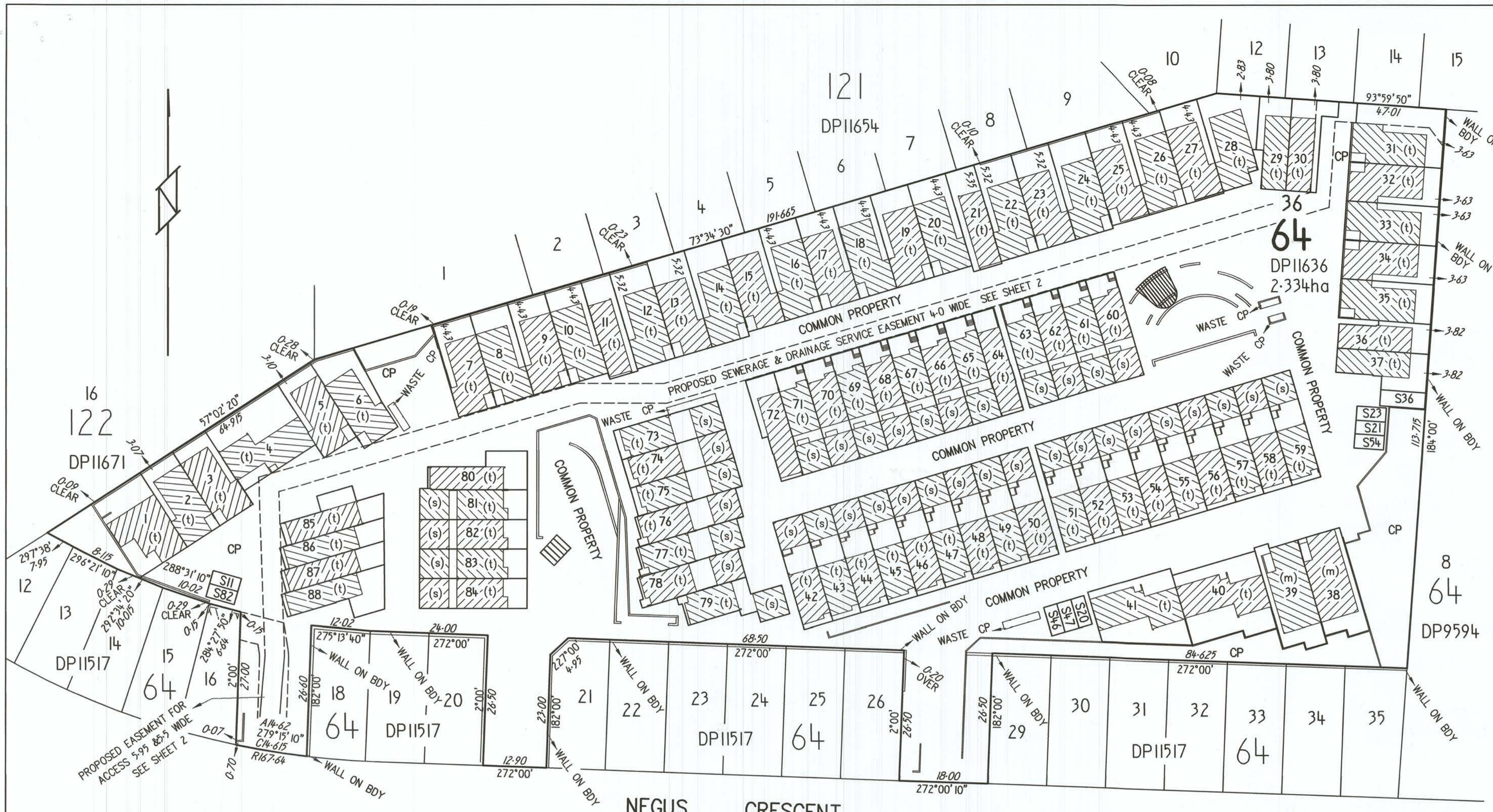
For the attaching of the seal of the Owners Corporation to a document to be effective-

- a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.
12. That the Owners Corporation gives a general approval to any owner, to install at their own expense, a security screen door to their unit, provided the door is keeping with the aesthetic integrity of the complex, and matches the complex colors, and that this consent becomes Rule 12 of the Owners Corporation.
13. That the Owners Corporation gives consent to any owner to install, at their own expense, a satellite dish on their roof for the provision of subscription television services, provided the dish is installed as inconspicuously as possible, the dish is no larger than 90cm in diameter, and not higher than 1m from the roofing sheeting, and that this consent becomes Rule 13 of the Owners Corporation.

**A condition of this rule** - that any maintenance issues, including water ingress, arising from the roof penetrations from a satellite dish installation, will be the responsibility of the owner whose installation caused the issues.

14. That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidize energy consumption for their own unit, provided the panels are installed as inconspicuously as possible, remain flat on the roof and are installed completely within the roof boundary of the unit, and that this consent becomes Rule 14 of the Owners Corporation.  
**Conditions of this rule** - that any maintenance issues, including water ingress, arising from the roof penetrations from the solar panels installation, and removal of all leaf matter and debris that is caught around these panels, will be the responsibility of the owner installing the solar panels.





<b>LAND TITLES</b>	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. .... 1 ..... of .... 24 .....	
<b>SITE PLAN</b>	
LAND DETAILS	
Block	36
Section	64
Division	Watson
Deposited Plan Number	11636
Volume/Folio	2402:13
Class of Units (A or B)	B

*Xi He*  
 Xi He  
 AKORA RESIDENCES  
 610 083 586  
 Sole Director

Signature of Lessee

*Lyn Tankey*  
 Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority  
 5 June 2020 5 July 2020  
 APPROVED UNDER THE UNIT TITLES ACT 2001,  
 AS THE UNITS PLAN FOR THE SUBDIVISION  
 OF THE ABOVE MENTIONED PARCEL OF LAND

*David Pryce*  
 David Pryce  
 Registrar-General  
 15 JUN 2020

**UNITS PLAN No.**

(m) DENOTES THREE STOREY BRICK & METAL  
 (t) DENOTES TWO STOREY BRICK & METAL  
 (s) DENOTES SINGLE STOREY BRICK & METAL  
 CP DENOTES COMMON PROPERTY



Graphic bar scale - SCALE 1:600

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

**SURVEYORS DECLARATION**  
 I, Scott David McNiven of Unit 12 Torrens Place, Torrens ACT 2607  
 A surveyor registered under the Surveyors Act 2007, hereby certify that:  
 1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 7/5/20  
 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 of Registered Surveyor*  
 Signature of Registered Surveyor  
 Dated 7/5/20

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

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

OR

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

1st Floor 182/200 City Walk , Canberra City 2601  
 Address for Service of Notice

LJ Hooker Strata  
 Name of Manager / Owners Corporation



11999

XUP 22003

SITE PLAN

LAND DETAILS

Block	36
Section	64
Division	Watson
Deposited Plan Number	11636
Volume/Folio	2402:13
Class of Units (A or B)	B

*Xi He*  
Xi He  
AXORA RESIDENCES  
610 083 586  
SOLE DIRECTOR

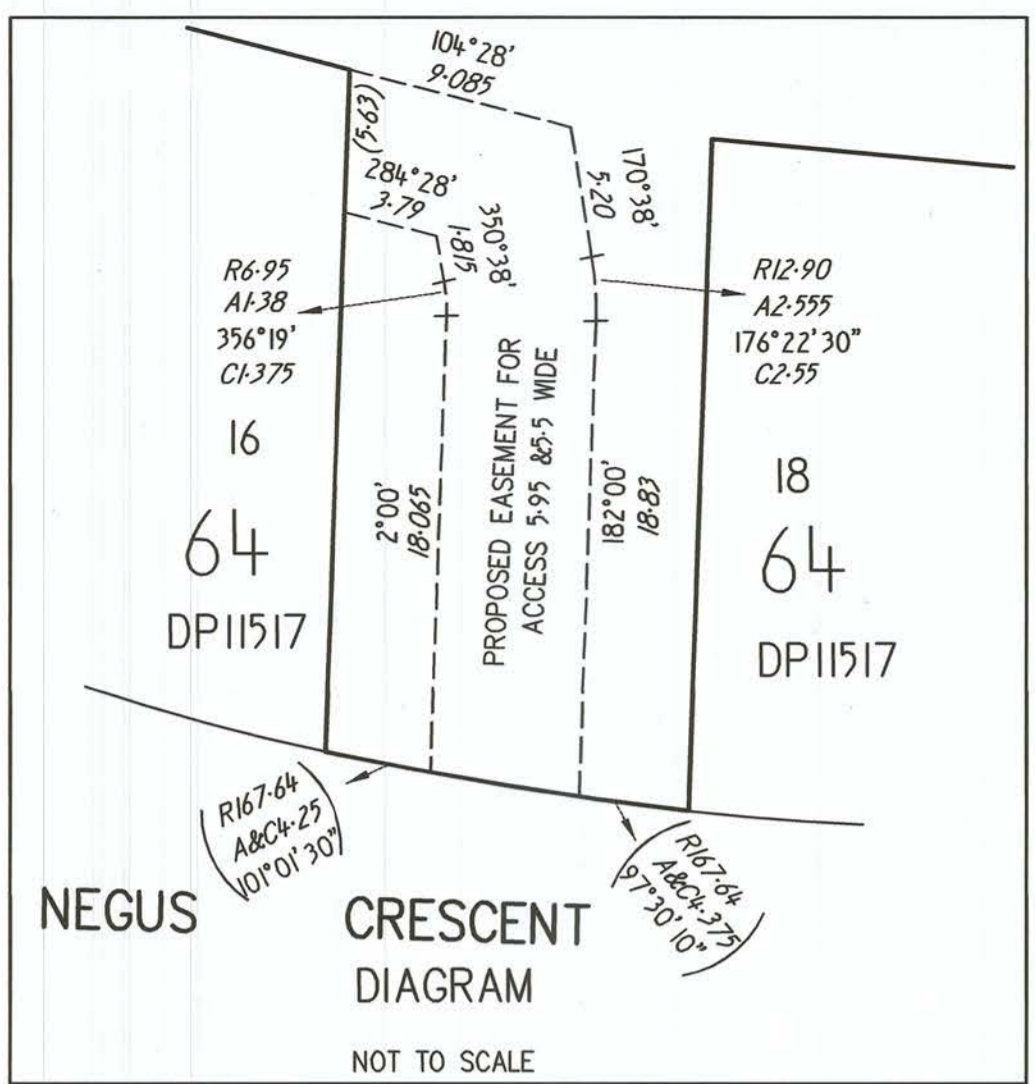
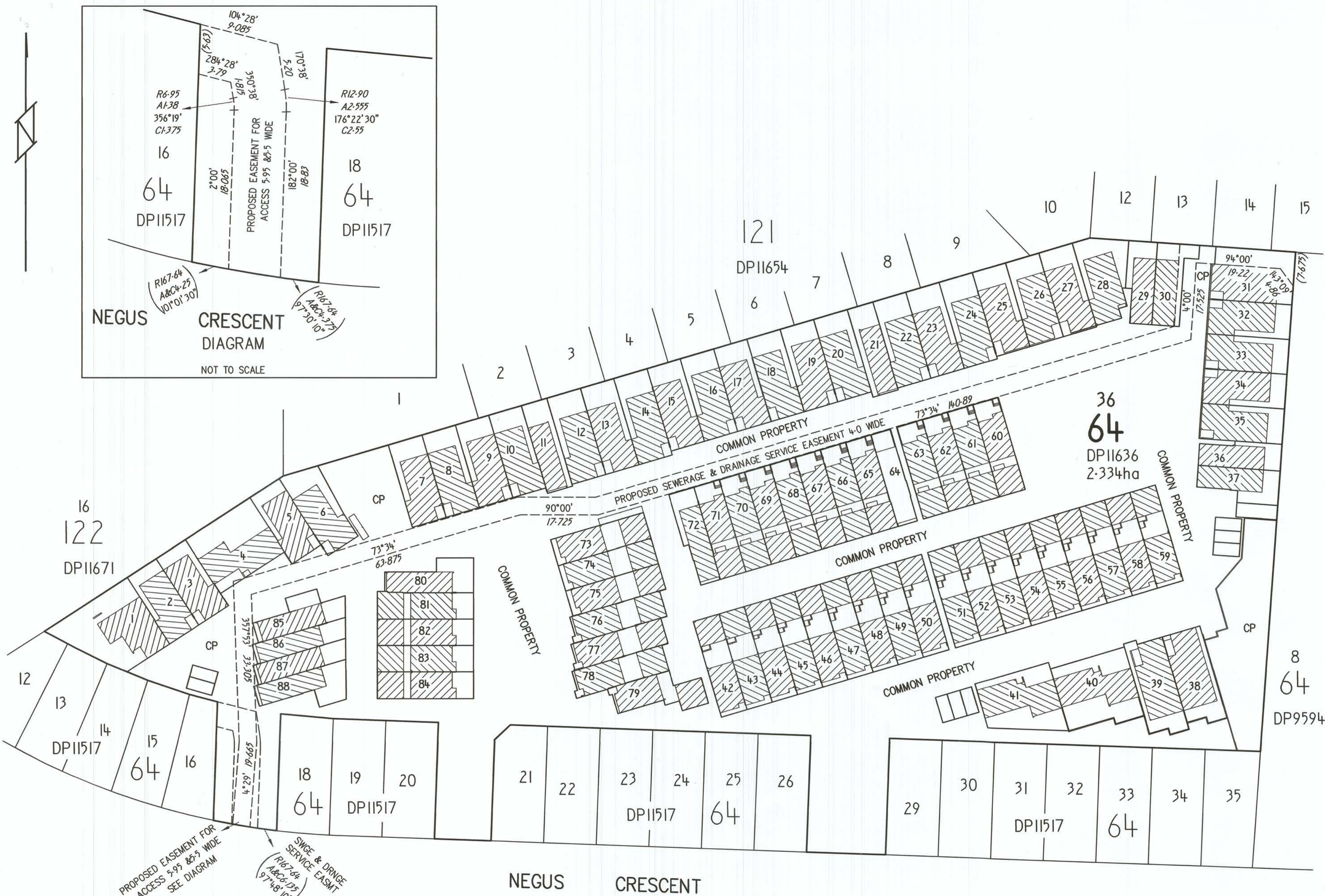
Signature of Lessee  
*Lyn Tankey*  
Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority  
5 June 2020 - 5 July 2020  
APPROVED UNDER THE UNIT TITLES ACT 2001,  
AS THE UNITS PLAN FOR THE SUBDIVISION  
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce  
Registrar-General

15 JUN 2020

UNITS PLAN No.

11999



**SURVEYORS DECLARATION**  
I, Scott David McNiven of Unit 12 Torrens Place, Torrens ACT 2607  
  
A surveyor registered under the *Surveyors Act 2007*, hereby certify that:  
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 7/5/20  
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  
  
Dated 7/5/20

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*.

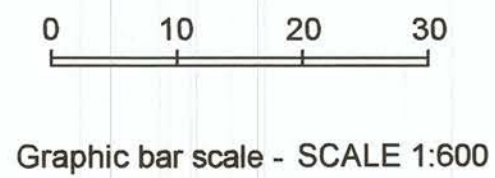
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

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;  
c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

1st Floor 182/200 City Walk ,Canberra City 2601  
Address for Service of Notice

LJ Hooker Strata  
Name of Manager / Owners Corporation



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

**SUE**

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

## 1. LAND

District/Division	Section	Block	Unit Plan No
Watson / Canberra Central	64	36	11999

## 2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	126		3000	763
2	113		3000	764
3	113		3000	765
4	129		3000	766
5	113		3000	767
6	113		3000	768
7	113		3000	769
8	113		3000	770
9	113		3000	771
10	113		3000	772
11	103	1	3000	773
12	113		3000	774
13	113		3000	775
14	113		3000	776
15	113		3000	777
16	113		3000	778
17	113		3000	779
18	113		3000	780
19	113		3000	781
20	115	1	3000	782
21	103	1	3000	783
22	113		3000	784
23	115	1	3000	785
24	113		3000	786
25	132		3000	787
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
3000	762

Xi He  
 AURA RESIDENCES  
 610083 586  
 Sole Director

Signature of Lessee

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

Dated Fifth this day of July June 2020

*Lyn Tankey*  
 Lyn Tankey

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
Watson / Canberra Central	64	36	11999

## 2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	132		2000	789
27	132		3000	789
28	113		3000	790
29	92		3000	791
30	92		3000	792
31	132		2000	793
32	132		3000	794
33	132		3000	795
34	132		3000	796
35	132		3000	797
36	91	1	3000	798
37	91		3000	799
38	143		3000	800
39	143		3000	801
40	129		3000	802
41	129		3000	803
42	115		3000	804
43	115		3000	805
44	115		3000	806
45	115		3000	807
46	116	1	3000	808
47	116	1	3000	809
48	115		3000	810
49	115		3000	811
50	115		3000	812

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

3000

762

Signature of Lessee

XI HE  
AKORA RESIDENCES  
610083586  
SOLE DIRECTOR

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

Dated Fifth this day of June 2020

Lyn Tankey

Delegate of the Authority/Executive

David Pryce  
Registrar-General



Deputy Registrar-General



**SUE**  
Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District/Division	Section	Block	Unit Plan No
Watson / Canberra Central	64	36	11999

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	115		3000	813
52	115		3000	817
53	115		3000	815
54	116	1	3000	816
55	115		3000	817
56	115		3000	818
57	115		3000	817
58	115		3000	820
59	115		3000	821
60	107		3000	822
61	107		3000	822
62	107		3000	824
63	107		3000	825
64	92		3000	826
65	107		3000	827
66	107		3000	828
67	107		3000	827
68	107		3000	830
69	107		3000	831
70	107		3000	832
71	107		3000	833
72	92		3000	834
73	117		3000	835
74	117		3000	836
75	117		3000	837

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
3000	762

Xi He  
AYOKA RESIDENCES  
610083 586

*[Handwritten Signature]*

SOLE DIRECTOR

Signature of Lessee

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

Dated Fifth this day of June 2020

*[Handwritten Signature]*  
Lyn Tankey

Delegate of the Authority/Executive



David Pryce  
Registrar-General



Deputy Registrar-General



FLOOR PLAN

Block

36

Section

64

Division

Watson

FLOOR NUMBER

Ground

*Xi He*  
Xi He  
AKORA RESIDENCES  
610 083 586  
SALE DIRECTOR

Signature of Lessee

*Lyn Tankey*  
Lyn Tankey  
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

DPI1517

UNITS PLAN No.

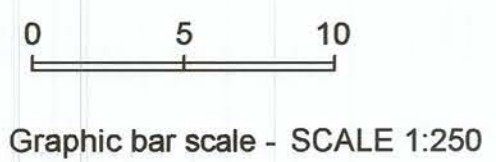
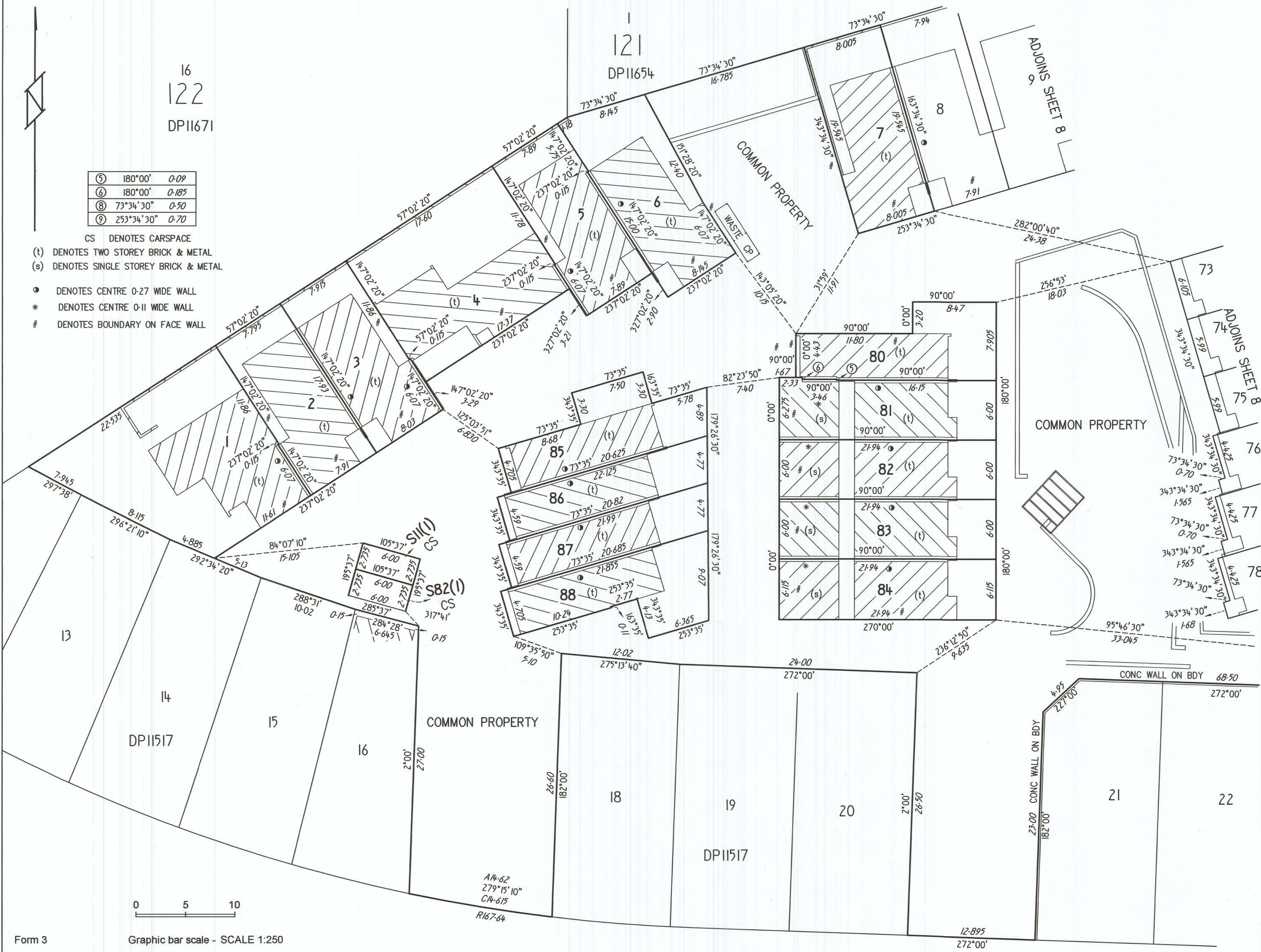
11999

16  
122  
DPI1671

121  
DPI1654

⑤	180°00'	0.09
⑥	180°00'	0.185
⑧	73°34'30"	0.50
⑨	253°34'30"	0.70

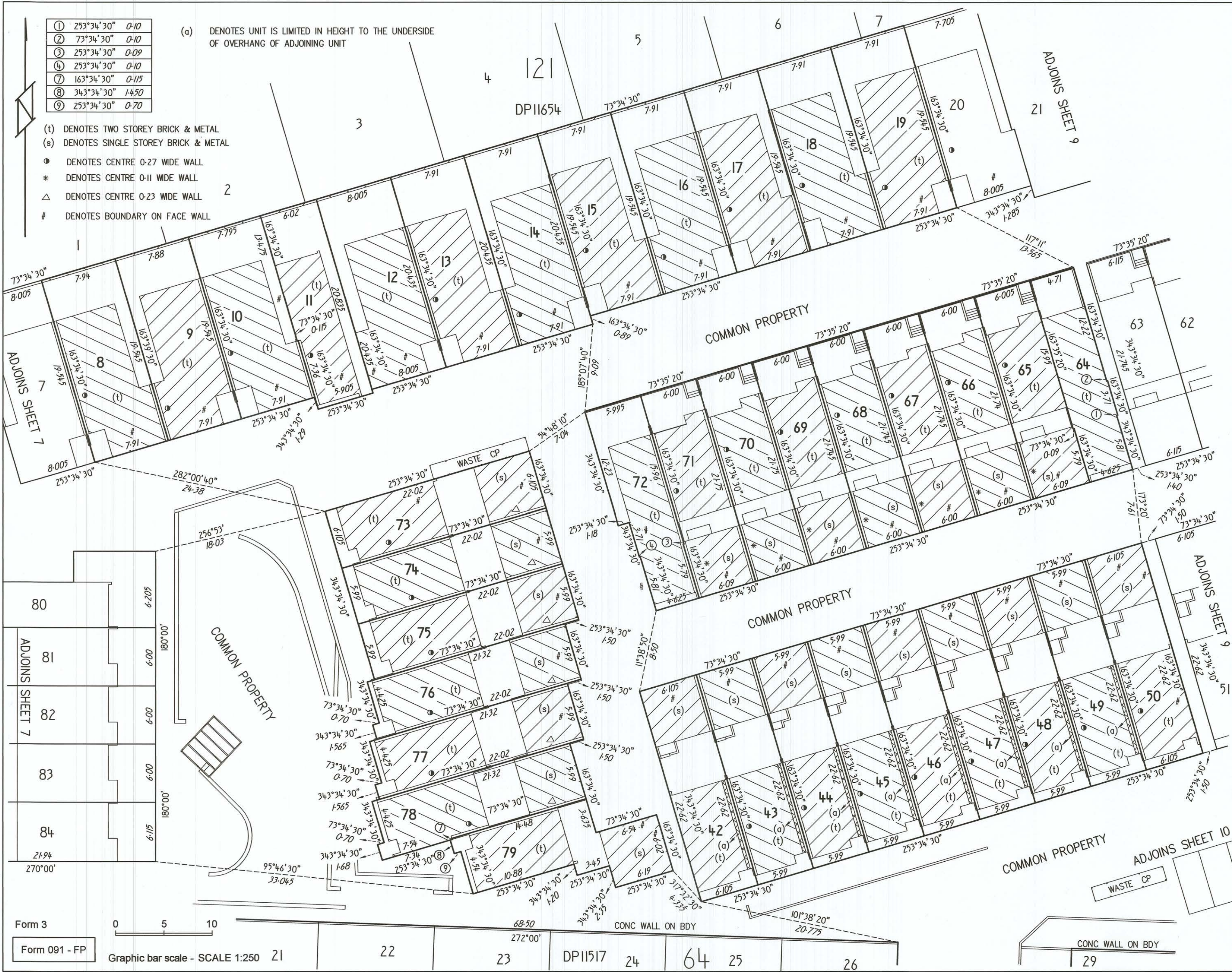
- CS DENOTES CARSPACE
- (t) DENOTES TWO STOREY BRICK & METAL
- (s) DENOTES SINGLE STOREY BRICK & METAL
- DENOTES CENTRE 0.27 WIDE WALL
- \* DENOTES CENTRE 0.11 WIDE WALL
- # DENOTES BOUNDARY ON FACE WALL



①	253°34'30"	0-10
②	73°34'30"	0-10
③	253°34'30"	0-09
④	253°34'30"	0-10
⑦	163°34'30"	0-115
⑧	343°34'30"	1-450
⑨	253°34'30"	0-70

(a) DENOTES UNIT IS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANG OF ADJOINING UNIT

- (t) DENOTES TWO STOREY BRICK & METAL
- (s) DENOTES SINGLE STOREY BRICK & METAL
- DENOTES CENTRE 0-27 WIDE WALL
- \* DENOTES CENTRE 0-11 WIDE WALL
- △ DENOTES CENTRE 0-23 WIDE WALL
- # DENOTES BOUNDARY ON FACE WALL



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

Sheet No. ....8..... of ....24.....

<b>FLOOR PLAN</b>
Block
36
Section
64
Division
Watson

FLOOR NUMBER  
Ground

*Xi He*  
Xi He  
AKORA RESIDENCES  
610 083 586  
SOLE DIRECTOR

Signature of Lessee

*Lyn Tankey*  
Lyn Tankey  
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.

11999

FLOOR PLAN

Block  
36

Section  
64

Division  
Watson

FLOOR NUMBER  
Ground

*Xi the*  
AKORA RESIDENCES  
610 083 586  
SOLE DIRECTOR

Signature of Lessee  
*Lyn Tankey*  
Lyn Tankey  
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

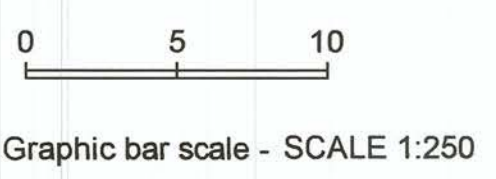
UNITS PLAN No.

11999



- ① 253°34'30" 0-10
- ② 73°34'30" 0-10

- CS DENOTES CARSPACE
- (t) DENOTES TWO STOREY BRICK & METAL
- (s) DENOTES SINGLE STOREY BRICK & METAL
- DENOTES CENTRE 0-27 WIDE WALL
- # DENOTES BOUNDARY ON FACE WALL
- (a) DENOTES UNIT IS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANG OF ADJOINING UNIT

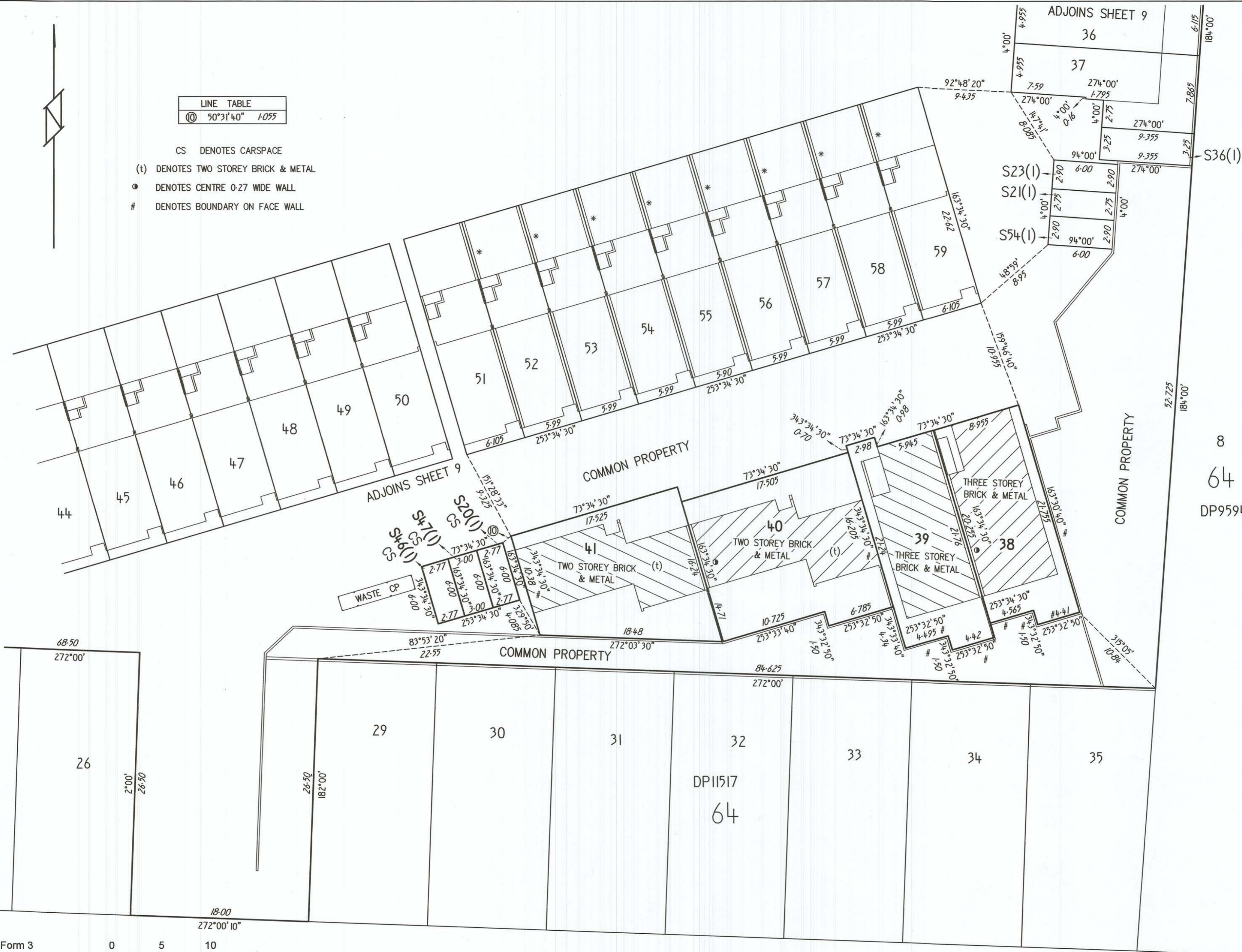


Form 3  
Form 091 - FP



LINE TABLE	
⑩	50°31'40" 1:055

- CS DENOTES CARSPACE
- (t) DENOTES TWO STOREY BRICK & METAL
- DENOTES CENTRE 0.27 WIDE WALL
- # DENOTES BOUNDARY ON FACE WALL



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

Sheet No. ....10.....of ....24.....

**FLOOR PLAN**

Block  
36

Section  
64

Division  
Watson

FLOOR NUMBER  
Ground

*[Handwritten Signature]*

8  
64  
DP9594

Xi He  
AKORA RESIDENCES  
610 083 586  
SOLE DIRECTOR

Signature of Lessee

*[Handwritten Signature]*  
 Lyn Tankey  
 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.**  
 11999

UNIT	SHEET No	SUBSIDIARY(Sheet)	ADDRESS
1	7		1/45 Negus Crescent
2	7		2/45 Negus Crescent
3	7		3/45 Negus Crescent
4	7		4/45 Negus Crescent
5	7		5/45 Negus Crescent
6	7		6/45 Negus Crescent
7	7		7/45 Negus Crescent
8	8		8/45 Negus Crescent
9	8		9/45 Negus Crescent
10	8		10/45 Negus Crescent
11	8	Carspace (7)	11/45 Negus Crescent
12	8		12/45 Negus Crescent
13	8		13/45 Negus Crescent
14	8		14/45 Negus Crescent
15	8		15/45 Negus Crescent
16	8		16/45 Negus Crescent
17	8		17/45 Negus Crescent
18	8		18/45 Negus Crescent
19	8		19/45 Negus Crescent
20	9	Carspace (10)	20/45 Negus Crescent
21	9	Carspace (9)	21/45 Negus Crescent
22	9		22/45 Negus Crescent
23	9	Carspace (9)	23/45 Negus Crescent
24	9		24/45 Negus Crescent
25	9		25/45 Negus Crescent
26	9		26/45 Negus Crescent
27	9		27/45 Negus Crescent
28	9		28/45 Negus Crescent
29	9		29/45 Negus Crescent
30	9		30/45 Negus Crescent

UNIT	SHEET No	SUBSIDIARY(Sheet)	ADDRESS
31	9		31/67 Negus Crescent
32	9		32/67 Negus Crescent
33	9		33/67 Negus Crescent
34	9		34/67 Negus Crescent
35	9		35/67 Negus Crescent
36	9	Carspace (9)	36/67 Negus Crescent
37	9		37/67 Negus Crescent
38	10		38/67 Negus Crescent
39	10		39/67 Negus Crescent
40	10		40/67 Negus Crescent
41	10		41/67 Negus Crescent
42	8		42/67 Negus Crescent
43	8		43/67 Negus Crescent
44	8		44/67 Negus Crescent
45	8		45/67 Negus Crescent
46	8	Carspace (10)	46/67 Negus Crescent
47	8	Carspace (10)	47/67 Negus Crescent
48	8		48/67 Negus Crescent
49	8		49/67 Negus Crescent
50	8		50/67 Negus Crescent
51	9		51/67 Negus Crescent
52	9		52/67 Negus Crescent
53	9		53/67 Negus Crescent
54	9	Carspace (9)	54/67 Negus Crescent
55	9		55/67 Negus Crescent
56	9		56/67 Negus Crescent
57	9		57/67 Negus Crescent
58	9		58/67 Negus Crescent
59	9		59/67 Negus Crescent
60	9		60/67 Negus Crescent

UNIT	SHEET No	SUBSIDIARY(Sheet)	ADDRESS
61	9		61/67 Negus Crescent
62	9		62/67 Negus Crescent
63	9		63/67 Negus Crescent
64	8		64/67 Negus Crescent
65	8		65/67 Negus Crescent
66	8		66/67 Negus Crescent
67	8		67/67 Negus Crescent
68	8		68/67 Negus Crescent
69	8		69/67 Negus Crescent
70	8		70/67 Negus Crescent
71	8		71/67 Negus Crescent
72	8		72/67 Negus Crescent
73	8		73/45 Negus Crescent
74	8		74/45 Negus Crescent
75	8		75/45 Negus Crescent
76	8		76/45 Negus Crescent
77	8		77/45 Negus Crescent
78	8		78/45 Negus Crescent
79	8		79/45 Negus Crescent
80	7		80/45 Negus Crescent
81	7		81/45 Negus Crescent
82	7	Carspace (7)	82/45 Negus Crescent
83	7		83/45 Negus Crescent
84	7		84/45 Negus Crescent
85	7		85/45 Negus Crescent
86	7		86/45 Negus Crescent
87	7		87/45 Negus Crescent
88	7		88/45 Negus Crescent

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

Sheet No. ....11.... of ....24.....

**FLOOR PLAN**

Block

36

Section

64

Division

Watson

FLOOR NUMBER

*[Handwritten Signature]*  
Xi He  
AKORA RESIDENCES  
610 083 586  
SOLE DIRECTOR

Signature of Lessee

*[Handwritten Signature]*  
Lyn Tankey  
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

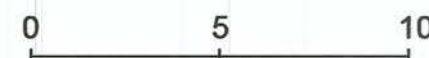
UNITS PLAN No.

11999

**LEGEND AND SPECIFICATION SHEET**

UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34  
OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE

- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- (m) DENOTES THREE STOREY BRICK & METAL
- (t) DENOTES TWO STOREY BRICK & METAL
- (s) DENOTES SINGLE STOREY BRICK & METAL
- DENOTES CENTRE 0.27 WIDE WALL
- \* DENOTES CENTRE 0.11 WIDE WALL
- △ DENOTES CENTRE 0.23 WIDE WALL
- # DENOTES BOUNDARY ON FACE WALL



Graphic bar scale - SCALE 1:200

# FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 11999

Block 36 Section 64 Division of WATSON

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

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

X

WJ XH

- (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
  - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
- (i) the parcel of land to a condition that would result in:
    - (A) an interference with:
      - (1) any service on or through the parcel of land; or
      - (2) access to any service on or through the parcel of land; or
    - (B) a contravention of a law of the Territory; or
  - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
- (e) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. Each Lessee of each of the Units Nos. 1 – 88 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
  - (b) to use the unit as a single dwelling only;

X

W XH

- (c) not to use any unit subsidiary to that unit as a habitation;
- (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
- (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (h) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

x

W XH

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

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if:
  - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
  - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
  - (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

✓

W XH

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

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) "dwelling":
  - (i) means a class 1 building, or a self-contained part of a class 2 building, that:

X

WJ XH


- (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;
- (f) "Lessee" shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

X

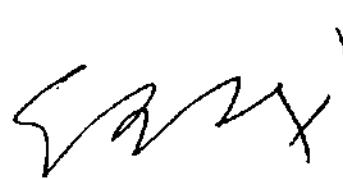
WJ XH

- (j) "unit" means the parcel of land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;
- (n) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the Fifth day of June 2020.

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

LESSEE: **AKORA RESIDENCES PTY LIMITED ACN 610 083 586**

  
X I H E  
Sole Director

X H

# FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 11999

Block 36 Section 64 Division of WATSON

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

✓

W XH

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

4. The Owners – Units Plan No. 11999 ("the Owners Corporation") covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

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

Y

WJ XH

- (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
- (c) That the Owners Corporation shall:
  - (i) at all times permit the lessees of Block 16 Section 64 Division of Watson their employees, contractors, sub-lessees or other occupiers, visitors and invitees to pass and repass from time to time with or without vehicles across, over and along that part of the parcel of land described as "proposed easement for access 5.5 and 5.95 wide" on the Deposited Plan;
  - (ii) not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising any easement;
  - (iii) not place, nor permit to be placed, any tree or (except as permitted by the Authority) any other vegetation on any part of the parcel of land comprising any easement; and
  - (iv) at all times maintain the easement (including all paths and services constructed on the easement) in good repair and condition and to the satisfaction of the Authority;
- (d) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;
- (f) except where necessary for compliance with Clause 4(e) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;

- (g) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (h) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (i) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or



W XH

(ii) to which the Tree Protection Act 2005, applies;

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

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

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

(b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

(c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:

(i) the Authority;

(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

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

6. In this schedule unless the contrary intention appears:

(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 11999';

(d) "premises" means the parcel of land and any building or other improvements on the parcel of land;

- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the Fifth day of June 2020.

*Lyn Tankey*

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

LESSEE: **AKORA RESIDENCES PTY LIMITED ACN 610 083 586**

*[Handwritten signature]*

*XI HE*

*Sole Director*

*X XH*



## 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.

<b>Unit</b>	<b>24</b>	<b>Block</b>	<b>36</b>	<b>Section</b>	<b>64</b>	<b>Suburb</b>	<b>WATSON</b>
-------------	-----------	--------------	-----------	----------------	-----------	---------------	---------------

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.

	<b>No</b>	<b>Yes</b>
1. Have any notices been issued relating to the Crown Lease?	( X )	( )
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	( X )	( )
3. Has a Certificate of Compliance been issued? Certificate Number: 81910	( )	( X )
(N/A ex-Government House) <input type="checkbox"/>		
Dated: 03-JUN-20		
4. Has an application for Subdivision been received under the Unit Titles Act?		(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?		(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?		(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?		(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)		(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?		(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?		(see report)

Applicant's Name :

Info Track

Date: 08-MAY-26 12:52:31

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

22315 - 193825369



STATUTORY PLANNING  
DEVELOPMENT SOLUTIONS BRANCH  
480 Northbourne Avenue  
DICKSON ACT 2601

---

08-MAY-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)  
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

---

**INFORMATION ABOUT THE PROPERTY**

---

**WATSON Section 64/Block 36/Unit 24**

**Building Class: B**

**Area(m2):** 23,346.0

**Unimproved Value:** \$13,650,000

**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.



STATUTORY PLANNING  
 DEVELOPMENT SOLUTIONS BRANCH  
 480 Northbourne Avenue  
 DICKSON ACT 2601

08-MAY-2026 12:52

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

Page 2 of 5

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA201833225      **Lodged** 02-MAR-18      **Type** See Subclass

**-- Application Details -----**

**Description**

PROPOSAL FOR LEASE VARIATION - Lease variation to consolidate Blocks 17, 27 and 28 Section 64 Watson.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	17-17	
Canberra Central	Watson	64	27-27	
Canberra Central	Watson	64	28-28	
Canberra Central	Watson	64	36-36	

**-- Involved Parties -----**

Role	Name
Lessee	Tams - Roads Act
Lessee	Akora Residences Pty Ltd
Lessee	Tams - Place Management
Applicant	Front Architects Pty Ltd

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING  
 DEVELOPMENT SOLUTIONS BRANCH  
 480 Northbourne Avenue  
 DICKSON ACT 2601

08-MAY-2026 12:52

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

Page 3 of 5

**Application** DA201732196      **Lodged** 01-AUG-17      **Type** See Subclass

**-- Application Details -----**

**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Construction of 88 new two storey dwellings, attached garages, landscaping and associated works.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	17-17	
Canberra Central	Watson	64	27-27	
Canberra Central	Watson	64	28-28	
Canberra Central	Watson	64	36-36	

**-- Involved Parties -----**

Role	Name
Representor	Watson Community Association I
Lessee	Lonsdale 28 Pty Ltd
Applicant	Front Architects Pty Ltd

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING  
 DEVELOPMENT SOLUTIONS BRANCH  
 480 Northbourne Avenue  
 DICKSON ACT 2601

08-MAY-2026 12:52

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

Page 4 of 5

**Application** DA201528681      **Lodged** 09-DEC-15      **Type** See Subclass

**-- Application Details -----**

**Description**

AMENDMENT TO APPROVED DA201528681 . Amendment to the development application for estate development plan - The amendment is to add a retaining wall, and associated works.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	9-9	
Canberra Central	Watson	64	12-35	
Canberra Central	Watson	64	36-36	
Canberra Central	Watson	72	7-7	

**-- Involved Parties -----**

Role	Name
Lessee	Lonsdale 28 Pty Limited
Lessee	Tams - Roads Act
Lessee	Tams - Environment
Lessee	Tams - Place Management
Applicant	Lonsdale 28 Pty Limited
Representor	Helyar, K
Representor	Helyar, G
Representor	Pollock, W
Representor	Zamojill Pty Limited
Representor	Molonglo Catchment Group Inc.
Representor	Watson Community Association
Representor	Conservation Council Act

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional
Aat - Appeal	Appeal-Dismissed

**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>



STATUTORY PLANNING  
DEVELOPMENT SOLUTIONS BRANCH  
480 Northbourne Avenue  
DICKSON ACT 2601

08-MAY-2026 12:52

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

Page 5 of 5

**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](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 ----

07 May 2026

Units Plan No. 11999  
Registered for GST

ABN 94 704 818 124

## **Tax Invoice**

Sankalp Sheikhar

Ref

Re Lot 24 Units Plan No. 11999

Fee 342.00 Paid

Above Fee includes GST

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

**The Owners - Units Plan No. 11999**

**Unit No: 24      Lot No: 24**

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

### Entitlements

Unit Entitlement: **113**  
Total Building Entitlements: **10,000**

### Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **LJ Hooker Strata A.C.T.  
182 - 200 City Walk  
CANBERRA CITY ACT 2601**

Contact Phone Number: **1800 383 333**

### Corporation's records can be inspected at

Address: **LJ Hooker Strata A.C.T.  
182 - 200 City Walk  
CANBERRA CITY ACT 2601**

Contact Phone Number: **1800 383 333**

### Members of Corporation's executive committee

Office	Name	Address
Chairperson	<b>Marius Pettersson</b>	38/67 Negus Crescent WATSON ACT 2602
Secretary	<b>Lincoln Magee</b>	54/67 Negus Crescent WATSON ACT 2602
Treasurer	<b>Daniel McGowan Blue</b>	28/45 Negus Crescent WATSON ACT 2602

Committee

### Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$2,326.36**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	604.75	21/08/25	05/08/25	0.00	21/08/25
01/11/25 to 31/12/25	573.87	01/11/25	14/10/25	0.00	01/11/25
01/01/26 to 31/03/26	573.87	01/02/26	06/01/26	0.00	01/02/26
01/04/26 to 30/06/26	573.87	01/05/26	10/04/26	0.00	01/05/26

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 11999 - Unit 24

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

Paid to **30/06/26**

Special contributions payable to Administration Fund:

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

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$256.24**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	64.06	21/08/25	05/08/25	0.00	21/08/25
01/10/25 to 31/12/25	64.06	01/11/25	14/10/25	0.00	01/11/25
01/01/26 to 31/03/26	64.06	01/02/26	06/01/26	0.00	01/02/26
01/04/26 to 30/06/26	64.06	01/05/26	10/04/26	0.00	01/05/26

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

Paid to **30/06/26**

Special contributions payable to Sinking Fund:

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

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
Retaining Walls	01/09/23	186.45	01/09/23	01/09/23	0.00	01/09/23
DRIVEWAY PLUMBING FD	25/05/24	157.64	25/05/24	04/06/24	0.00	25/05/24

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

Other amounts owing

Purpose	Fund	Rate of interest payable	Amount	Interest Owing Due Date	Amount Due
		<b>10.00</b> per cent			<b>Nil</b>

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

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

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 11999 - Unit 24

#### Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> Strata Community Insurance	POL11054399	48,200,000.00	22/05/26	22/05/25	58,388.17
<i>LOSS OF RENT</i> Strata Community Insurance	POL11054399	4,425,544.00	22/05/26	21/05/24	Included
<i>CATASTROPHE</i> Strata Community Insurance	POL11054399	4,425,544.00	22/05/26	21/05/24	Included
<i>PUBLIC LIABILITY</i> Strata Community Insurance	POL11054399	30,000,000.00	22/05/26	21/05/24	Included
<i>FIDELITY GUARANTEE</i> Strata Community Insurance	POL11054399	100,000.00	22/05/26	21/05/24	Included
<i>OFFICE BEARERS</i> Strata Community Insurance	POL11054399	5,000,000.00	22/05/26	21/05/24	Included
<i>VOLUNTARY WORKERS</i> Strata Community Insurance	POL11054399	\$200,000/\$2,000	22/05/26	21/05/24	Included
<i>GOVT AUDIT COSTS</i> Strata Community Insurance	POL11054399	25,000.00	22/05/26	21/05/24	Included
<i>LEGAL EXPENSES</i> Strata Community Insurance	POL11054399	50,000.00	22/05/26	21/05/24	Included
<i>LOT OWNERS IMPROVE</i> Strata Community Insurance	POL11054399	300,000.00	22/05/26	21/05/24	Included
<i>FLOOD</i> Strata Community Insurance	POL11054399	Included	22/05/26	25/05/22	Included
<i>COMMON CONTENTS</i> Strata Community Insurance	POL11054399	295,036.00	22/05/26	25/05/22	Included
<i>APPEAL</i> Strata Community Insurance	POL11054399	100,000.00	22/05/26	25/05/22	Included

#### Fund Balances

Balances as at: 07 May 2026

Administrative Fund	90,916.93
Sinking Fund	84,187.17
Retaining Walls	4.13
Driveway Plumbing Fd	3.50

# **UNIT TITLE SALE CERTIFICATE**

**Section 119 (1) (a)**

**Units Plan No. 11999 - Unit 24**

## **Developer Control Period**

Developer Control Period Expiry Date: 15 September 2020

## **Borrowed Money**

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

N/A to this building.

## **Sustainability Infrastructure**

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

N/A to this building.

## **Crown Lease Extension Application**

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

N/A to this building.

## **Ongoing Development Approval**

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

No Longer Required from 8 June 2021.

# UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

**Units Plan No. 11999 - Unit 24**

## Embedded Network

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

(i) Which utility service the embedded network applies to

N/A to this building.

(ii) The name of the embedded network provider

N/A to this building.



Dated at Canberra the **07 May 2026**



## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	POL11054399
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	The Owners - Units Plan No 11999 67 Negus Crescent, Watson, ACT, 2602
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 22/05/2025 Expiry Date: 4:00pm on 22/05/2026
INTERMEDIARY ADDRESS	Insurance Advisernet Fortitude Valley PO Box 403, Fortitude Valley, QLD, 4006
DATE OF ISSUE	23/05/2025

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$48,200,000
		Common Area Contents	\$482,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$7,230,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Not Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$5,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$7,230,000
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy

may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

# Insurance Valuation Report

For

The Ridge

67 Negus Crescent , Watson ACT 2602

Scheme Number: 11999



**COMPILED BY: QIA GROUP PTY LTD**

**Job Reference Number: 213345**

**7 November 2024**

**Professional Indemnity Insurance Policy Number 1411189338PLP**

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201  
F 1300 369 190  
E [info@qjagroup.com.au](mailto:info@qjagroup.com.au)  
W [www.qjagroup.com.au](http://www.qjagroup.com.au)

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

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

QIA Group Pty Ltd

## REPORT CONTENTS

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

## SECTION 1 – INSURANCE VALUATION SUMMARY

### 1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **67 Negus Crescent , Watson ACT 2602**.

### 1.2 Property Address

The property is situated at **67 Negus Crescent , Watson ACT 2602**.

### 1.3 Description of Building

The property comprises total eighty-eight lots of double storey townhouses, each lot with a lockup garage at ground level. Nineteen lots with solar panels on the roof. Common property includes patio, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 2020.

### 1.4 Client

**The Proprietors The Ridge .**

### 1.5 Replacement Value

**Recommended Insured Value: \$48,200,000 (Inc GST)**

### 1.6 Inspector Details

**Inspector Number**

**101**



**Signed for and on behalf of QIA Group Pty Ltd**

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Recommended Insured Value**

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

### **2.2 Loss of Revenue**

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

### **2.3 Current Trends**

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

### **2.4 Periodic Reviews**

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

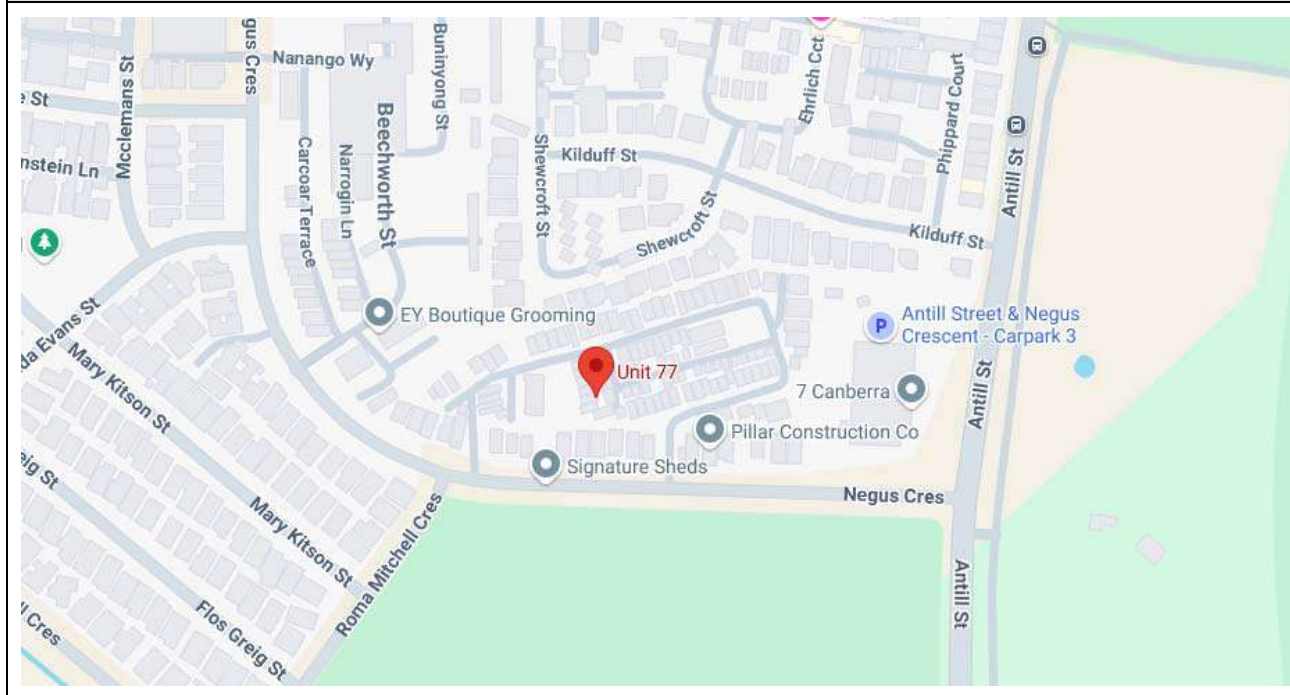
### **2.5 Elements used in the Calculated Value of the Building Replacement**

The calculated value of the building comprises of several elements:

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

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	<b>\$38,150,000</b>
Allowance for Cost Escalation:	
Design and Documentation:	3 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$2,290,000
<b>Progressive Subtotal:</b>	<b>\$40,440,000</b>
Professional Fees:	\$3,230,000
<b>Progressive Subtotal:</b>	<b>\$43,670,000</b>
Removal of Debris:	\$1,910,000
<b>Progressive Subtotal:</b>	<b>\$45,580,000</b>
Cost Escalation for Insurance Policy Lapse Period:	\$2,620,000
<b>Progressive Subtotal:</b>	<b>\$48,200,000</b>
<b>Recommended Insured Value:</b>	<b>\$48,200,000 (Inc GST)</b>

**2.7 Site Location Map**



## SECTION 3 – REPORTING PROCESS AND CONTENT

### 3.1 SITE FACTORS

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

### 3.2 ADDITIONS & IMPROVEMENTS

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

### 3.3 MAINTENANCE

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

### 3.4 SUMMARY OF CONSTRUCTION

#### 3.4.1 Primary Method of Construction

##### 3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and timber framed upper floor.

##### 3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Steel/Timber framed brickwork.

EXTERNAL WALL FINISHES: Brick veneer, Colorbond claddings, and rendered fibre cement sheets.

##### 3.4.1.3 ROOF STRUCTURE

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

ROOFING: Cliplock & Powder coated metal sheeting.

##### 3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

### 3.5 AREAS NOT INSPECTED - TYPICAL

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

### 3.6 SCOPE

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

**3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

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

## SECTION 4 – SITE PHOTOGRAPHS



# ACT Maintenance Plan

## The Ridge

67 Negus Crescent , Watson, ACT 2602

**Scheme Number: 11999**



**COMPILED BY CHANG HU**

**On 28 November 2022 for the  
Period Commencing 1 January 2023  
QIA Job Reference Number: 183533**

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

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E [info@qiagroup.com.au](mailto:info@qiagroup.com.au)

W [www.qiagroup.com.au](http://www.qiagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453

*setting the standard...*

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

QIA Group Pty Ltd

## REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
PROPERTY LOCATION.....	- 3 -
INSPECTION & DOCUMENTATION SUMMARY.....	- 3 -
BACKGROUND.....	- 4 -
REPORT INFORMATION.....	- 5 -
AREAS NOT INSPECTED (Typical) .....	- 5 -
PHOTOS	
PLAN	

## INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)  
both as amended 1 November 2020.

## PROPERTY LOCATION

67 Negus Crescent , Watson, ACT 2602

## INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on November 2022

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

## BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

## REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

This Maintenance 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 was available 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, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of inspections and the repairs and replacements identified for restorative purposes only.

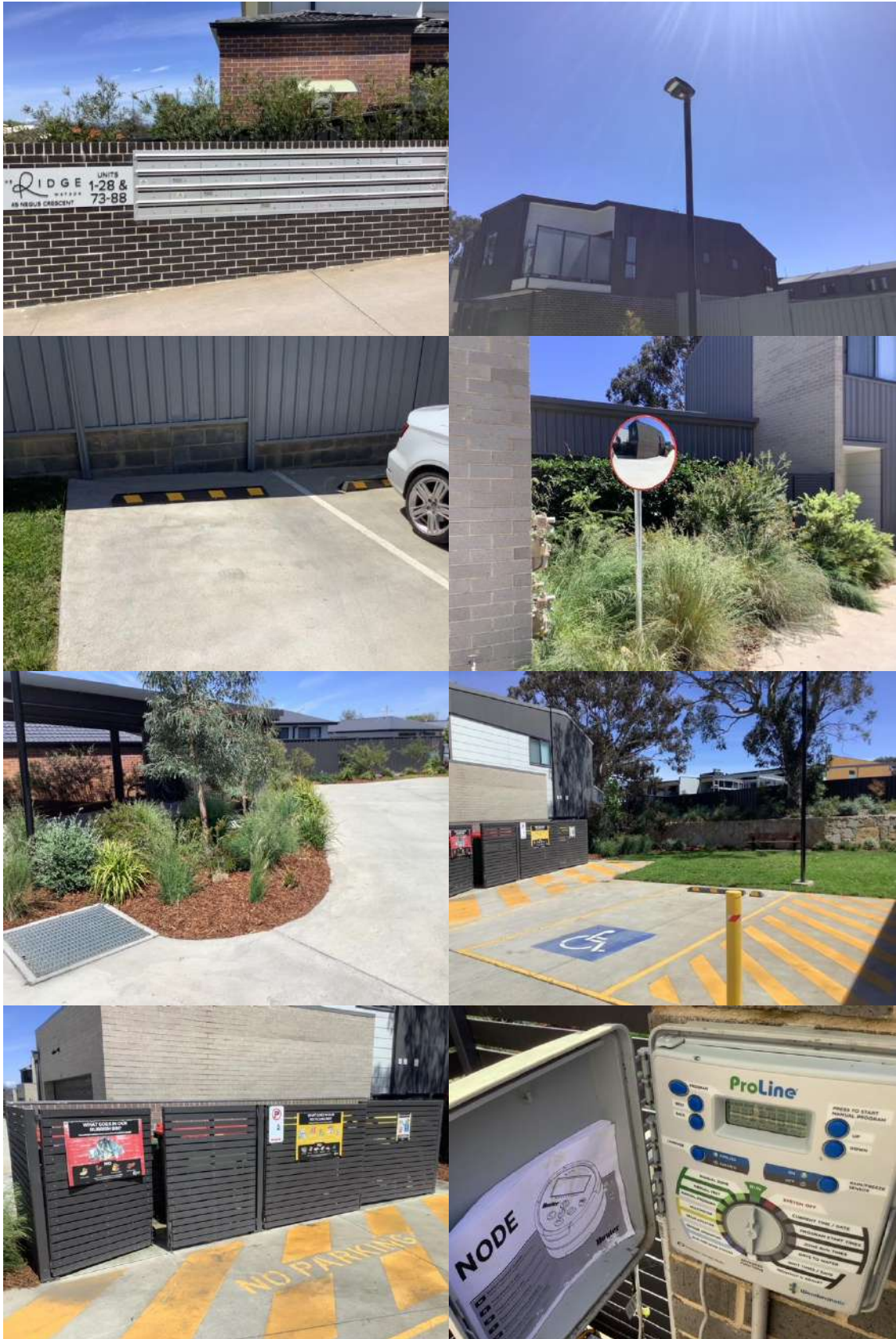
The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or 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.

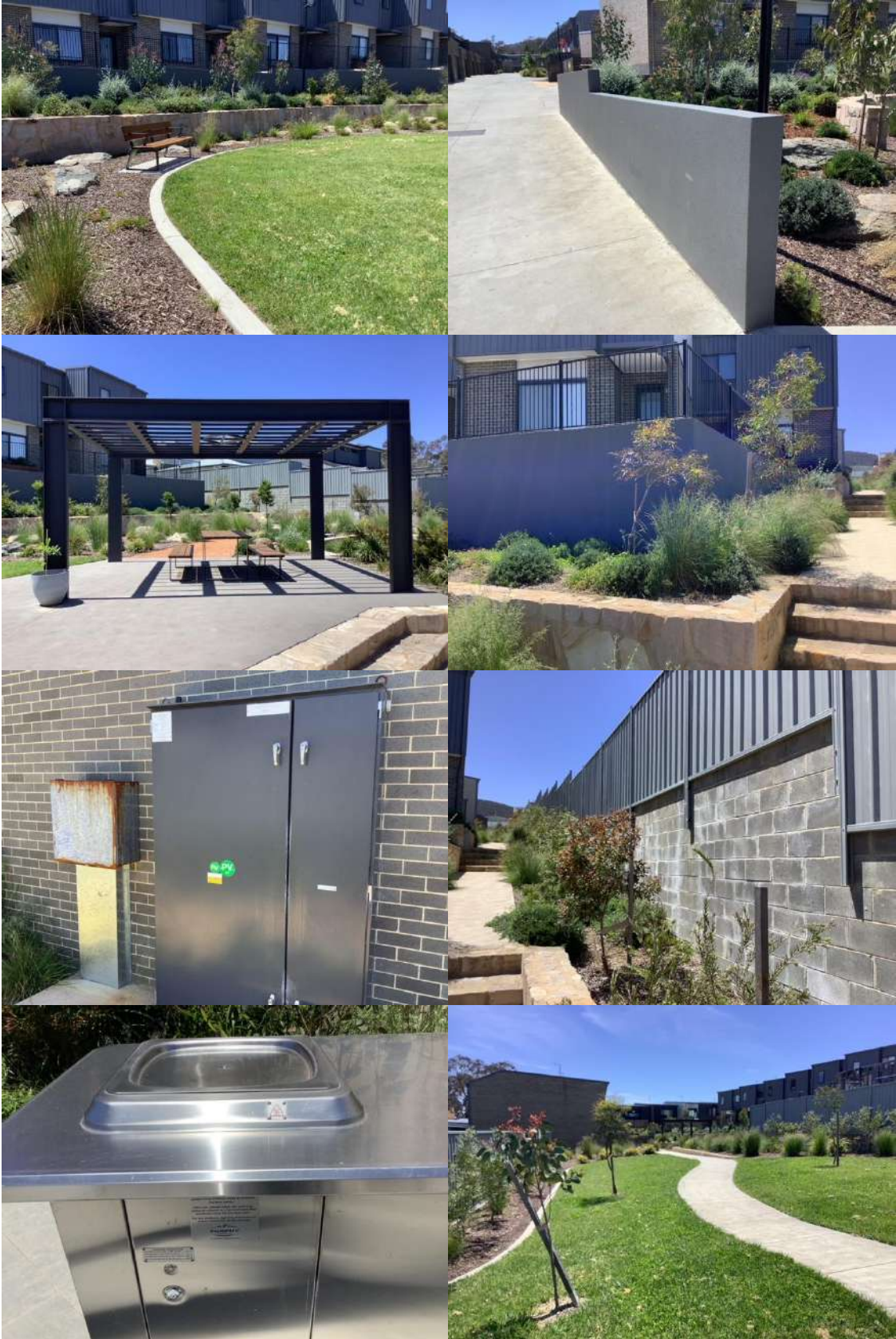
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

## AREAS NOT INSPECTED (Typical)

- 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.









# ACT MAINTENANCE PLAN

The Ridge - 11999 (Class B)

67 Negus Crescent , Watson, ACT 2602

Date of preparation of Initial Maintenance Plan - 28 November 2022



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for Inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)									Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate				
<b>RECREATION AREA</b>																									
Replace BBQ							Routine		Annually		OC	8													
Replace outdoor furniture							Routine		Annually		OC	25													X
<b>Inspection Types</b>																									
Routine - A rudimentary inspection to ascertain that the item is in generally good order with no deterioration or damage that may require attention or repair																									
Routine/safety - As per Routine, paying particular attention to items that may cause injury to owners/occupants/visitors																									
Service - An inspection where some additional level of attention or maintenance may be required, e.g. Cleaning a pump well																									
Inspect/service - Inspect to ascertain operation is normal and rectify any issues																									
Compliance - Inspect, test and maintain as necessary to ensure that the item meets a particular Regulation or Standard																									

# Sinking Fund Plan

## The Ridge

67 Negus Crescent , Watson, ACT 2602

Scheme Number: 11999



**COMPILED BY VON HARAMINA**

**On 31 May 2021 for the  
15 Years Commencing: 1 July 2021  
QIA Job Reference Number: 164173**

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

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E [info@qjagroup.com.au](mailto:info@qjagroup.com.au)

W [www.qjagroup.com.au](http://www.qjagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453

*setting the standard...*

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

QIA Group Pty Ltd

## REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY .....	- 3 -
METHODOLOGY .....	- 4 -
SINKING FUND FINANCIAL SUMMARY .....	- 6 -
SINKING FUND FORECAST MOVEMENT .....	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE .....	- 8 -
ITEMISED EXPENDITURE BY YEAR .....	- 13 -
ITEMISED ACCRUALS BY YEAR.....	- 15 -
REPORT INFORMATION.....	- 18 -
AREAS NOT INSPECTED .....	- 18 -

## 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

67 Negus Crescent , Watson, ACT 2602

## REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$1.83

## 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.

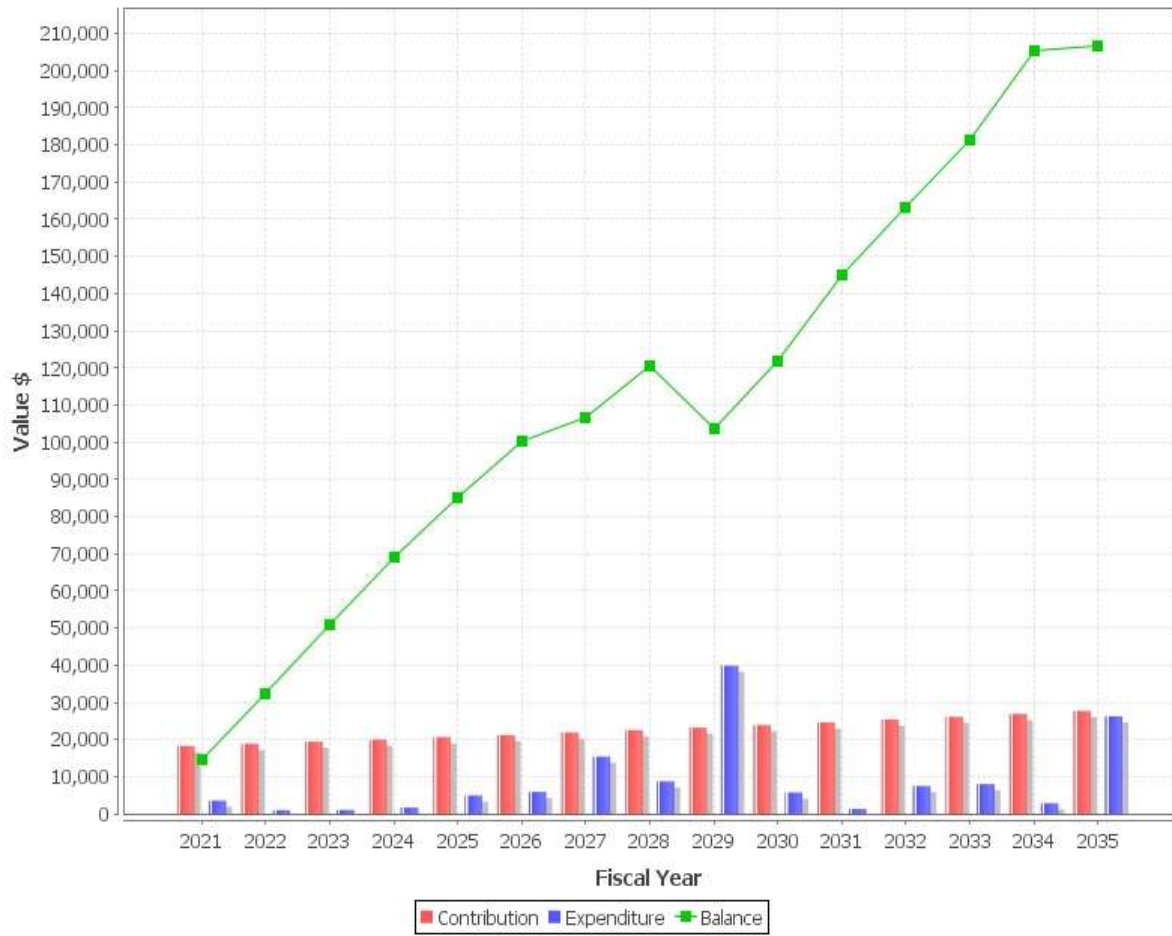
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

### SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/07/2021	\$0	\$18,316	\$1.83	\$3,614	\$14,702
2	01/07/2022	\$14,702	\$18,865	\$1.89	\$1,027	\$32,541
3	01/07/2023	\$32,541	\$19,431	\$1.94	\$1,058	\$50,914
4	01/07/2024	\$50,914	\$20,014	\$2.00	\$1,677	\$69,252
5	01/07/2025	\$69,252	\$20,615	\$2.06	\$4,948	\$84,919
6	01/07/2026	\$84,919	\$21,233	\$2.12	\$5,911	\$100,242
7	01/07/2027	\$100,242	\$21,870	\$2.19	\$15,412	\$106,700
8	01/07/2028	\$106,700	\$22,526	\$2.25	\$8,782	\$120,444
9	01/07/2029	\$120,444	\$23,202	\$2.32	\$39,886	\$103,760
10	01/07/2030	\$103,760	\$23,898	\$2.39	\$5,736	\$121,923
11	01/07/2031	\$121,923	\$24,615	\$2.46	\$1,340	\$145,198
12	01/07/2032	\$145,198	\$25,354	\$2.54	\$7,497	\$163,055
13	01/07/2033	\$163,055	\$26,114	\$2.61	\$8,036	\$181,133
14	01/07/2034	\$181,133	\$26,898	\$2.69	\$2,862	\$205,169
15	01/07/2035	\$205,169	\$27,705	\$2.77	\$26,259	\$206,614

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>July 2021</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$997
<b>FENCING</b>		
- Provision to maintain stone retaining wall		\$1,438
- Maintain masonry fencing		\$1,178
<u>Total Forecast Expenditure for year - July 2021 (Inc GST):</u>		<u>\$3,614</u>
Includes GST amount of :		\$329
<b>July 2022</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,027
<u>Total Forecast Expenditure for year - July 2022 (Inc GST):</u>		<u>\$1,027</u>
Includes GST amount of :		\$93
<b>July 2023</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,058
<u>Total Forecast Expenditure for year - July 2023 (Inc GST):</u>		<u>\$1,058</u>
Includes GST amount of :		\$96
<b>July 2024</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Maintain pergola fixtures & fittings		\$587
- Capital Replacement - General		\$1,089
<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>		<u>\$1,677</u>
Includes GST amount of :		\$152

<b>July 2025</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,122
<b>LANDSCAPING</b>		
- Provision to remove/trim trees		\$3,826
<u>Total Forecast Expenditure for year - July 2025 (Inc GST):</u>		<u>\$4,948</u>
Includes GST amount of :		\$450
<b>July 2026</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,156
<b>EXTERNAL WORKS</b>		
- Maintain common pipework		\$3,310
<b>RECREATION AREA</b>		
- Maintain outdoor furniture tables and benches		\$1,445
<u>Total Forecast Expenditure for year - July 2026 (Inc GST):</u>		<u>\$5,911</u>
Includes GST amount of :		\$537
<b>July 2027</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,191
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain driveway 3% of total		\$13,085
<b>FURNITURE &amp; FITTINGS</b>		
- Maintain signage		\$1,136
<u>Total Forecast Expenditure for year - July 2027 (Inc GST):</u>		<u>\$15,412</u>
Includes GST amount of :		\$1,401

<b>July 2028</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Provision to replace handrail fixings		\$94
- Capital Replacement - General		\$1,226
<b>FENCING</b>		
- Provision to maintain stone retaining wall		\$1,769
- Maintain masonry fencing		\$1,449
<b>FURNITURE &amp; FITTINGS</b>		
- Ongoing partial replacement of exterior lighting		\$4,243
<u>Total Forecast Expenditure for year - July 2028 (Inc GST):</u>		<u>\$8,782</u>
Includes GST amount of :		\$798

<b>July 2029</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Repaint walls		\$10,233
- Repaint pergolas		\$8,382
- Repaint posts/columns		\$603
- Capital Replacement - General		\$1,263
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain tiled/concrete/crushed brick pathways 10% of total		\$13,427
- Repaint bollards		\$359
- Repaint line marking		\$1,658
<b>FENCING</b>		
- Repaint timber fence/gates		\$3,961
<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>		<u>\$39,886</u>
Includes GST amount of :		\$3,626

<b>July 2030</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,301
<b>LANDSCAPING</b>		
- Provision to remove/trim trees		\$4,435
<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>		<u>\$5,736</u>
Includes GST amount of :		\$521
<b>July 2031</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,340
<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>		<u>\$1,340</u>
Includes GST amount of :		\$122
<b>July 2032</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,380
<b>LANDSCAPING</b>		
- Replace water feature pumps pumps		\$6,117
<u>Total Forecast Expenditure for year - July 2032 (Inc GST):</u>		<u>\$7,497</u>
Includes GST amount of :		\$682
<b>July 2033</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Maintain pergola fixtures & fittings		\$767
- Capital Replacement - General		\$1,422
<b>EXTERNAL WORKS</b>		
- Maintain common pipework		\$4,071

**RECREATION AREA**

- Maintain outdoor furniture tables and benches	\$1,777
<u>Total Forecast Expenditure for year - July 2033 (Inc GST):</u>	<u>\$8,036</u>
Includes GST amount of :	\$731

**July 2034**Expense  
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,464
---------------------------------	---------

**FURNITURE & FITTINGS**

- Maintain signage	\$1,398
<u>Total Forecast Expenditure for year - July 2034 (Inc GST):</u>	<u>\$2,862</u>
Includes GST amount of :	\$260

**July 2035**Expense  
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,508
---------------------------------	---------

**DRIVEWAYS, PATHWAYS & PARKING**

- Provision to replace wheel stops	\$1,928
------------------------------------	---------

**FENCING**

- Replace cyclone/mesh fencing in 15 years	\$12,284
- Provision to maintain stone retaining wall	\$2,176
- Maintain masonry fencing	\$1,782

**LANDSCAPING**

- Replace irrigation control unit	\$1,440
- Provision to remove/trim trees	\$5,141
<u>Total Forecast Expenditure for year - July 2035 (Inc GST):</u>	<u>\$26,259</u>
Includes GST amount of :	\$2,387

## 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
<b>SUPERSTRUCTURE</b>																		
- Repaint walls	\$7,130	2029	10									10233						
- Provision to replace handrail fixings	\$68	2028	8								94							
- Repaint pergolas	\$5,840	2029	10									8382						
- Maintain pergola fixtures & fittings	\$474	2024	9				587									767		
- Repaint posts/columns	\$420	2029	10									603						
- Capital Replacement - General	\$880	2021	1	997	1027	1058	1089	1122	1156	1191	1226	1263	1301	1340	1380	1422	1464	1508
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain tiled/concrete/crushed brick pathways 10% of total	\$9,356	2029	11									13427						
- Maintain driveway 3% of total	\$9,672	2027	12							13085								
- Repaint bollards	\$250	2029	10									359						
- Provision to replace wheel stops	\$1,125	2035	15															1928
- Repaint line marking	\$1,155	2029	10									1658						
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,520	2026	7						3310							4071		
<b>FENCING</b>																		
- Replace cyclone/mesh fencing in 15 years	\$7,168	2035	30															12284
- Repaint timber fence/gates	\$2,760	2029	10									3961						
- Provision to maintain stone retaining wall	\$1,270	2021	7	1438							1769							2176
- Maintain masonry fencing	\$1,040	2021	7	1178							1449							1782

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
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$840	2027	7							1136							1398	
- Ongoing partial replacement of exterior lighting	\$3,045	2028	8								4243							
<b>LANDSCAPING</b>																		
- Replace water feature pumps pumps	\$3,900	2032	12												6117			
- Replace irrigation control unit	\$840	2035	15															1440
- Provision to remove/trim trees	\$3,000	2025	5					3826					4435					5141
<b>RECREATION AREA</b>																		
- Maintain outdoor furniture tables and benches	\$1,100	2026	7						1445								1777	
<b>Total</b>				3614	1027	1058	1677	4948	5911	15412	8782	39886	5736	1340	7497	8036	2862	26259
<b>Includes GST amount of</b>				329	93	96	152	450	537	1401	798	3626	521	122	682	731	260	2387

**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
<b>SUPERSTRUCTURE</b>																		
- Repaint walls	\$7,130	2029	10	1007	2045	3113	4214	5348	6515	7718	8957	10233	1200	2435	3708	5019	6369	7759
- Provision to replace handrail fixings	\$68	2028	8	11	21	33	44	56	68	81	94	13	27	41	56	71	87	103
- Repaint pergolas	\$5,840	2029	10	825	1675	2550	3452	4380	5337	6322	7337	8382	983	1995	3037	4111	5217	6356
- Maintain pergola fixtures & fittings	\$474	2024	9	140	285	434	587	75	153	233	316	401	488	579	671	767	98	200
- Repaint posts/columns	\$420	2029	10	59	120	183	248	315	384	455	528	603	71	143	218	296	375	457
- Capital Replacement - General	\$880	2021	1	997	1027	1058	1089	1122	1156	1191	1226	1263	1301	1340	1380	1422	1464	1508
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain tiled/concrete/crushed brick pathways 10% of total	\$9,356	2029	11	1322	2683	4085	5529	7017	8549	10127	11753	13427	1451	2946	4485	6071	7704	9387
- Maintain driveway 3% of total	\$9,672	2027	12	1708	3467	5278	7144	9066	11046	13085	1315	2669	4063	5500	6979	8503	10073	11689
- Repaint bollards	\$250	2029	10	35	72	109	148	188	229	271	314	359	42	85	130	176	223	272
- Provision to replace wheel stops	\$1,125	2035	15	104	210	320	434	550	671	794	922	1053	1188	1328	1471	1619	1771	1928
- Repaint line marking	\$1,155	2029	10	163	331	504	683	866	1056	1251	1451	1658	194	395	601	813	1032	1257
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,520	2026	7	512	1039	1582	2141	2717	3310	531	1079	1642	2223	2821	3437	4071	653	1326

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
<b>FENCING</b>																		
- Replace cyclone/mesh fencing in 15 years	\$7,168	2035	30	660	1341	2041	2763	3507	4272	5061	5873	6710	7572	8459	9373	10315	11285	12284
- Provision to replace colorbond fencing in 30 years	\$41,795	2050	35	2346	4762	7250	9813	12453	15172	17973	20858	23829	26889	30042	33289	36633	40077	43625
- Replace powder coated baluster fencing in 30 years	\$13,260	2050	30	744	1511	2300	3113	3951	4814	5702	6617	7560	8531	9531	10561	11622	12715	13841
- Replace timber fencing in 25 years	\$6,148	2045	25	388	788	1200	1625	2062	2512	2976	3453	3945	4452	4974	5511	6065	6635	7223
- Repaint timber fence/gates	\$2,760	2029	10	390	791	1205	1631	2070	2522	2988	3467	3961	464	943	1435	1943	2465	3003
- Replace gates in 25 years	\$10,450	2045	25	660	1340	2040	2762	3505	4270	5058	5870	6706	7567	8455	9368	10309	11279	12277
- Provision to maintain stone retaining wall	\$1,270	2021	7	1438	231	469	714	966	1226	1493	1769	284	576	878	1188	1508	1837	2176
- Maintain masonry fencing	\$1,040	2021	7	1178	189	384	585	791	1004	1223	1449	233	472	719	973	1235	1504	1782
- Replace powder coated pedestrian gates in 35 years	\$10,800	2055	35	553	1122	1709	2313	2935	3576	4236	4916	5617	6338	7081	7846	8635	9447	10283
- Replace powder coated slat fencing in 30 years	\$31,040	2050	30	1742	3536	5384	7288	9248	11268	13348	15490	17697	19970	22311	24722	27206	29764	32399
- Provision to maintain block retaining wall	\$28,175	2045	25	445	903	1375	1861	2362	2878	3409	3956	4520	5100	5698	6314	6948	7602	8275
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$840	2027	7	148	301	458	620	787	959	1136	182	370	564	763	969	1180	1398	224
- Provision to replace mail boxes	\$17,355	2040	20	1283	2605	3966	5368	6812	8300	9832	11410	13036	14710	16434	18211	20040	21924	23865
- Ongoing partial replacement of exterior lighting	\$3,045	2028	8	477	969	1475	1996	2533	3086	3656	4243	604	1227	1868	2528	3209	3909	4631

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
<b>LANDSCAPING</b>																		
- Replace water feature pumps pumps	\$3,900	2032	12	431	875	1332	1803	2288	2788	3303	3833	4379	4941	5520	<b>6117</b>	614	1247	1899
- Replace irrigation control unit	\$840	2035	15	77	157	239	324	411	501	593	688	787	888	992	1099	1209	1323	<b>1440</b>
- Provision to remove/trim trees	\$3,000	2025	5	721	1463	2227	3015	<b>3826</b>	835	1696	2582	3495	<b>4435</b>	968	1966	2993	4051	<b>5141</b>
<b>RECREATION AREA</b>																		
- Maintain outdoor furniture tables and benches	\$1,100	2026	7	223	453	690	935	1186	<b>1445</b>	232	471	717	970	1231	1500	<b>1777</b>	285	579
- Provision for BBQ replacement	\$4,000	2040	20	296	600	914	1237	1570	1913	2266	2630	3004	3390	3787	4197	4618	5053	5500
<b>TOTAL ACCRUALS</b>				<b>17470</b>	<b>35885</b>	<b>54849</b>	<b>73803</b>	<b>90015</b>	<b>105904</b>	<b>112828</b>	<b>126268</b>	<b>109271</b>	<b>126551</b>	<b>148922</b>	<b>165843</b>	<b>182961</b>	<b>206004</b>	<b>206430</b>

\* **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.

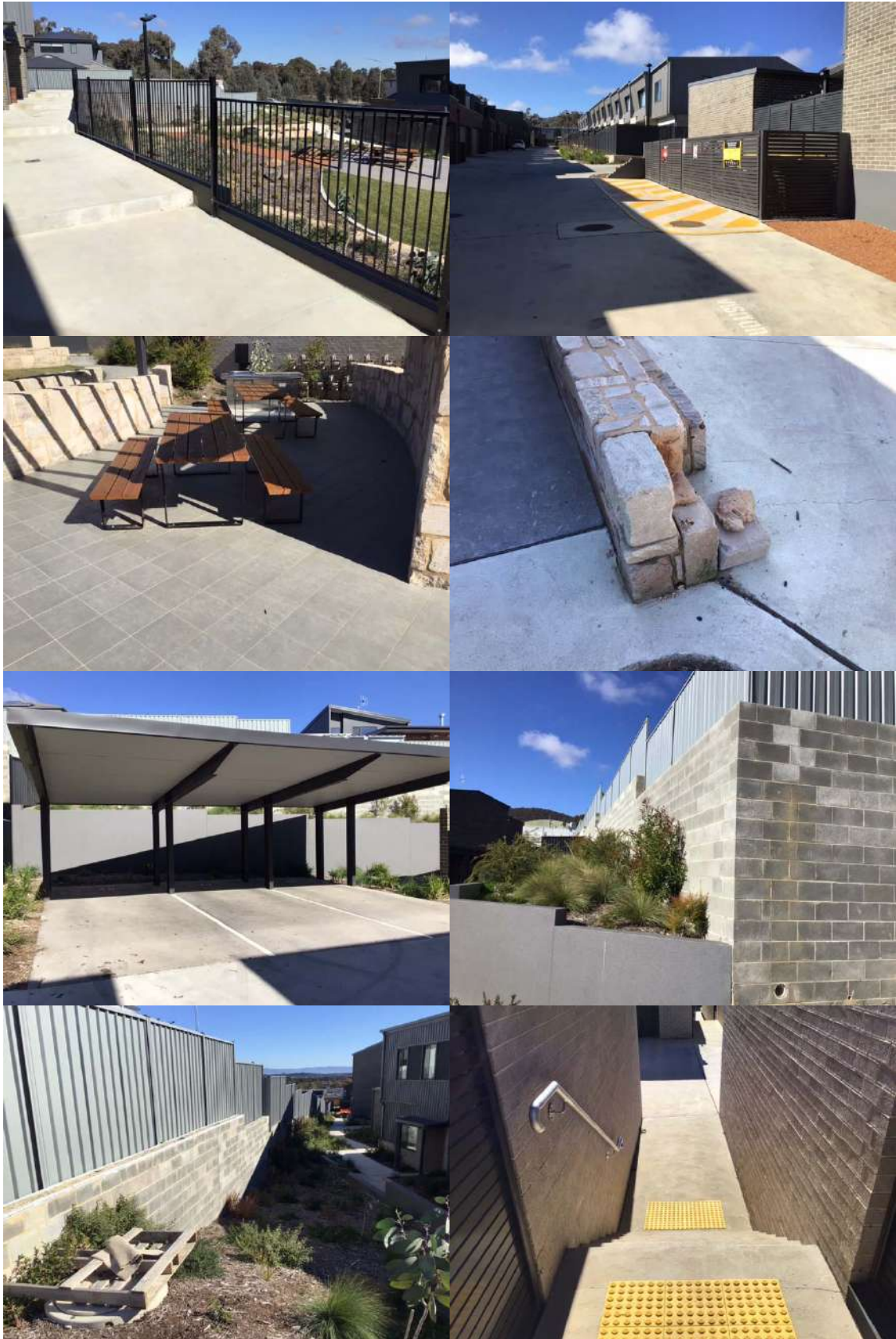
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.





## UNITS PLAN 1 1999 THE RIDGE

### 1 Definition

(1) In these rules:

*Executive Committee representative* means a person authorised in writing by the executive committee under rule 10 (4).

*Owner, occupier or user*, of a unit includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in the Act has the same meaning in these rules.

### 2 Payment of rates and taxes by unit owners

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

### 3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

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

### 4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the Common Property only

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

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

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

### 5 Use of common property

A unit owner must not use the Common Property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

### 6 Hazardous use of unit

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



7 Use of unit-nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rules does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated condition.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee Representative do?

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



11 Seal of owners corporation

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

- a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.
12. That the Owners Corporation gives a general approval to any owner, to install at their own expense, a security screen door to their unit, provided the door is keeping with the aesthetic integrity of the complex, and matches the complex colors, and that this consent becomes Rule 12 of the Owners Corporation.
13. That the Owners Corporation gives consent to any owner to install, at their own expense, a satellite dish on their roof for the provision of subscription television services, provided the dish is installed as inconspicuously as possible, the dish is no larger than 90cm in diameter, and not higher than 1m from the roofing sheeting, and that this consent becomes Rule 13 of the Owners Corporation.

**A condition of this rule** - that any maintenance issues, including water ingress, arising from the roof penetrations from a satellite dish installation, will be the responsibility of the owner whose installation caused the issues.

14. That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidize energy consumption for their own unit, provided the panels are installed as inconspicuously as possible, **remain flat on the roof** and are installed completely within the roof boundary of the unit, and that this consent becomes Rule 14 of the Owners Corporation.  
**Conditions of this rule** - that any maintenance issues, including water ingress, arising from the roof penetrations from the solar panels installation, and removal of all leaf matter and debris that is caught around these panels, will be the responsibility of the owner installing the solar panels.



# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1** The Owners—Units Plan No 11999

**A2** General meeting

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 19/09/2024

*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

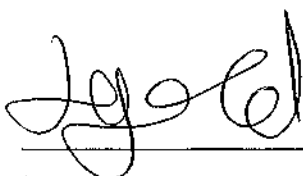
*[If there is insufficient space here, tick  and attach details to the notice]*

Date of decision	Full text of reduced quorum decision
19/09/2024	As per attached Minutes

### **A4** Owners corporation declaration

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

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

  
\_\_\_\_\_



<sup>†</sup> 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).

# AMENDED MINUTES OF ANNUAL GENERAL MEETING

## Units Plan No. 11999 - THE RIDGE

---

<b>MEETING DATE</b>	Thursday 19 September 2024
<b>MEETING TIME</b>	5:00 PM
<b>MEETING LOCATION</b>	LJ Hooker Strata Offices, 182-200 City Walk, Canberra City ACT 2601 or Via Zoom

---

---

# AMENDED MINUTES OF ANNUAL GENERAL MEETING

## UNITS PLAN NO. 11999 – THE RIDGE

**MEETING DATE & TIME** Thursday 19 September 2024 at 5:00 PM

**LOCATION** LJ Hooker Strata Offices, 182-200 City Walk, Canberra City ACT 2601 or Via Zoom

**NOTICE ISSUED** Wednesday 21 August 2024

---

### ATTENDANCE

In attendance via Zoom	
Name	Unit
A Nguyen	1
K Farrell & E Beer	4
P Carter	8
J Deacon	12
D & C Dixon	15
L Goldie & F Scheidel	20
D Blue	28
M Petterson & N Donaldson	38
D & M Johnson	40
R Vann & L Magee	54
M & A Healy	58
T Townson	60
R Kingston & C Vranjican	63
N & M Chembe	70
P Taft	75
J Gold	LJ Hooker Strata
J Farrelly	LJ Hooker Strata

Proxy		
Name	Unit	Proxy to
B Polychronopoulos	5	T Townson (60)

<b>Absentee</b>	
<b>Name</b>	<b>Unit</b>
L Fuller & K Pickering	9
J McDonald & C Clark	18
G Kushnich & L Sinaga	59

<b>Apologies</b>	
<b>Name</b>	<b>Unit</b>
T Perrin & J Carey	62
S & R Cant	82

<b>Chairperson</b>	
<b>Name</b>	<b>Unit</b>
N Donaldson	38

---

## **QUORUM**

The Chairperson advised that a quorum was not present however the after waiting the prescribed time the chairperson declared the meeting open.

**Meeting opened on** Thursday 19<sup>th</sup> September 2024 at 5:30 PM

## **MOTIONS**

---

### **1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING**

That the minutes of the previous Annual General Meeting held 16 August 2023 are confirmed.

**CARRIED**

---

### **2. INSURANCE**

a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

b) That the Owners Corporation consider any new or outstanding insurance claims.

c) That the Owners Corporation agrees to obtain an insurance valuation and that the insurance coverage be adjusted in accordance with that valuation, in consultation with the Executive Committee.

**CARRIED**

Secretary Note:

The meeting wanted it noted that they believe it is unreasonable that LJ Hooker is refusing to manage the claims lodgement and processing process for the new insurance policy taken out with SCI outside of LJ Hookers broker process.

---

LJ Hooker claim they cannot act for the owners corporation in respect of lodging claims as they are not authorised representatives of SCI.

Owners are informed that the existing insurance cover is held through Strata Community Insurance as follows:

<b>Policy No</b>	POL11054399
<b>Renewal Date</b>	22 May 2025
BUILDING	\$29,503,629.00
LOSS OF RENT	\$4,425,544.00
CATASTROPHE	\$4,425,544.00
PUBLIC LIABILITY	\$30,000,000.00
FIDELITY GUARANTEE	\$100,000.00
OFFICE BEARERS	\$5,000,000.00
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000.00
LEGAL EXPENSES	\$50,000.00
MACHINERY BREAKDOWN	
LOT OWNERS IMPROVEMENT	\$300,000.00
WORKERS COMPENSATION	
FLOOD	Included
COMMON CONTENTS	\$295,036.00
APPEAL	\$100,000.00
EXCESS	\$2,000 ,

---

### 3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for the financial year ending 30 June 2024

**CARRIED**

#### AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 11999 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation. UP11999 does not meet this criteria and is not required to undertake an audit of its financials.

Secretary note:

- The secretary provided advice during the meeting that an audit appears necessary for the 2023-24 financial year and offered to seek quotes for the incoming Executive Committee to consider.

However upon further reading of the requirements under Schedule 2 of the Unit Titles (Management) Act 2011 in relation to auditing requirements, this is not required.

---

**4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE  
BUDGET APPROVAL**

That the Corporation agrees to the proposed Administrative Fund expenditure budget of \$186,301.25 and agrees to determine a levy equal to the proposed Administrative Fund income budget of \$178,269.00 for the period 1 July 2024 to 30 June 2025 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 3 October 2024, 1 December 2024, 1 March 2025 & 1 June 2025

**CARRIED**

---

**5. SINKING FUND INCOME AND EXPENDITURE BUDGET  
APPROVAL**

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$1,677.00 and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$20,014.00 for the period 1 July 2024 to 30 June 2025 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 3 October 2024, 1 December 2024, 1 March 2025 & 1 June 2024.

**CARRIED**

---

**6. LEVIES IN ARREARS**

That the Owners Corporation create and approve a plan of action to recover the levies in arrears for the complex.

**DEFERRED**

*Secretary Note:*

- The motion has been proposed to be deferred for the time being due to the arrears process utilised by LJ Hooker being attached to the agenda.
  - It was noted for the meeting that after 3 arrears notices and a notice of demand the units in arrears are referred to the Executive Committee for a decision on sending the unit owner to Debt Collection.
  - All future arrears to be followed up as per this process.
- 

**7. ELECTRONIC VOTING**

That the Owners Corporation adopts the Electronic Voting Process and acknowledges that meetings can now be held via these means.

**CARRIED**

---

**8. MAINTENANCE PLAN REVIEW**

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

**CARRIED**

*Secretary note:*

- Speed hump maintenance is to be considered for the maintenance plan as these are new items installed in the complex since the last review.

---

## 9. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

**CARRIED**

Maintenance Type	Contractor Details/Term (if applicable)
Gardening	Corporate Gardens
Plumbing Preventative Maintenance	Level Plumbing

## FIRE SAFETY REVIEW

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

**Explanatory Note:** *In accordance with the Notifiable Instrument NI2023-528, the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 the Owners Corporation is required to conduct a Fire Safety Review for any common property fire safety equipment for provision and compliance with National Construction Code fire safety requirements. The incumbent fire contractor will undertake this as part of their duties. This requirement may not be applicable to B Class complexes, or those without any fire safety assets in the building(s).*

L Magee (54) entered the meeting via zoom 6:00pm

---

## 10. TRAFFIC MANAGEMENT

That the Owners Corporation approves the installation of additional speed humps and boulders to the complex. The following quotes have been sourced pending the outcome of further discussion:

Option 1: Capital Lines & Signs in the amount of \$2,959.00 GST Included

Option 2: Locktons Traffic Solutions in the amount of \$3,971.00 GST Included

Option 3: Reliance Building Services in the amount of \$8,400.00 GST Included

*Corporate Gardens have provided an estimate of \$1,300 GST exclusive to install 4 large granite boulders to prevent drivers cutting corners. Cost is approximate only.*

**DEFERRED**

Secretary notes:

- Owners present raised that the quotes are all to alternative scopes of work with Reliance Building Services being the only trade that had quoted for the speed humps and boulder installations.

- Owners wish to wait for further information from the onsite walk around that occurred prior to the AGM with M Petterson and Capital Lines and Signs. This includes a map of proposed additions, preferably coming from Capital Lines & Signs however this had not yet been provided for review of the owners.

- P Carter (8) raised concerns around the water flow from the driveway due to rain as it does run toward the unit. As the speed humps may cause more water to run toward the unit causing water ingress issues.

---

## 11. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

**CARRIED**

Secretary notes:

JW Land water ingress issues are considered by the owners of the complex and progressing well.

---

## 12. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

**CARRIED**

D Blue – Unit 28

M Pettersson – Unit 38

L Magee – Unit 54

Secretary Notes:

- T Townson (60) advised the incoming committee he is happy to complete a full handover of matters within the complex.
- The Owners present noted their thank you's to the outgoing Executive Committee for their work during their time as members.

## ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.

---

## 13. GENERAL BUSINESS

- Storm damage roof repairs – JW Land has been contacting units affected by garage roof leaks to arrange internal repairs. The owners affected will monitor the situation and advise if anything reoccurs.
- Convex Mirror - M Healy (unit 58) proposed the installation of a convex mirror to the corner near to the unit. This will be considered when discussing traffic in the future.
- Solar Panels Unit 45 - After attempts to contact the unit with no response a rule infringement notice will be issued with 21 days to remedy.
- Strata Management – J Gold and J Farrelly exited the meeting for this discussion as requested.

**Meeting closed on Thursday 19<sup>th</sup> September 2024 at 6:30PM**

---

On behalf of the Secretary

All correspondence to:

The Secretary,

182 - 200 City Walk

CANBERRA CITY ACT 2601

Email [jacinta@ljhookerstrata.com.au](mailto:jacinta@ljhookerstrata.com.au)

---

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1 The Owners—Units Plan No 11999**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 11/09/2025

*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  and attach details to the notice]*

Date of decision	Full text of reduced quorum decision
11/09/2025	As per attached Minutes

**A4 Owners corporation declaration**

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

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

*Jgold*



<sup>†</sup> 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 ANNUAL GENERAL MEETING

## Units Plan No. 11999 – THE RIDGE

---

<b>MEETING DATE</b>	Thursday 11 September 2025
<b>MEETING TIME</b>	5:00 PM
<b>MEETING LOCATION</b>	Via Zoom

---

---

## MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 11999

**DATE & TIME** Thursday 11 September 2025 at 5:00 PM  
**LOCATION** Via Zoom

---

### ATTENDANCE

<b>Present via Zoom</b>	
<b>Name</b>	<b>Unit</b>
A Nguyen	1
T Fairweather	2
G Lamb	6
P Carter	8
L Fuller	9
C Dixon	15
L Goldie	20
D Blue	28
M Pettersson	38
B Richard	39
M & D Johnson	40
J McDonald	43
L Magee	54
T Townson	60
M & N Chembe	70
S & R Cant	82
S Curry & S Westhead	83
J Gold	LJ Hooker Strata

<b>Apologies</b>	
<b>Name</b>	<b>Unit</b>
M & A Healy	58

<b>Chairperson</b>	
<b>Name</b>	<b>Unit</b>
M Pettersson	38

---

## QUORUM

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

**Meeting opened on** Thursday 11 September 2025 at 5:31 PM

---

### 1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous General Meeting held 26th June 2025 are confirmed.

**CARRIED**

---

### 2. INSURANCE

a) That ahead of renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

**CARRIED**

b) That the Owners Corporation consents to commission (generally up to 20%) being earned by its chosen broker.

**WITHDRAWN**

c) That the Owners Corporation consider any new or outstanding insurance claims.

**CARRIED**

#### Secretarial Notes:

- It was noted for owners present that the current insurance brokers Strata Insurance Solutions does not charge commission on their policy, this means that part b is withdrawn from the meeting.
- 

### 3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for financial year ending 30 June 2025

**CARRIED**

#### AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 11999 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

**It was noted that units plan 11999 does not meet the requirements for an audit to be undertaken.**

---

**4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE  
BUDGET APPROVAL**

That the Corporation agrees to the proposed Administrative Fund expenditure budget of \$194,159.16 and agrees to determine a levy equal to the proposed Administrative Fund income budget of \$187,156.16 for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 21 August 2025, 1 November 2025, 1 February 2026 & 1 May 2026.

**CARRIED**

---

**5. SINKING FUND PLAN REVIEW**

That the Owners Corporation agree to engage a contractor to undertake a review of the Sinking Fund Plan to be presented for adoption at the next Annual General Meeting.

**CARRIED**

---

**6. SINKING FUND INCOME AND EXPENDITURE BUDGET  
APPROVAL**

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$4,948.00 and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$20,615.00 for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 21 August 2025, 1 November 2025, 1 February 2026 & 1 May 2026.

**CARRIED**

---

**7. TRANSFER OF FUNDS FROM SPECIAL PURPOSE FUND  
TO SINKING FUND**

That in accordance with s87(d) of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to transfer the amount of -\$1,827.21 from the Special Purpose Funds "Retaining Walls" & "Driveway Plumbing" to the Sinking Fund to close the funds no longer required.

**CARRIED**

---

**8. MAINTENANCE PLAN REVIEW**

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

**CARRIED**

---

**9. MAINTENANCE ISSUES AND MAINTENANCE  
CONTRACTS**

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

**CARRIED**

## FIRE SAFETY REVIEW

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

---

### 10. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

**CARRIED**

#### **Secretarial Notes:**

- The managing agent sent an update notice to the owners corporation before the meeting began. It was confirmed that individual owners are required to submit a lot claim form to QBE in order for the claim process to continue
- 

### 11. APPOINTMENT OF MANAGING AGENT

That the Owners Corporation formally review and endorse the strata management contract entered into by the Executive Committee with LJ Hooker, pursuant to the resolution passed under Motion 5 at the General Meeting held on 26 June 2025.

**CARRIED**

---

### 12. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

**CARRIED**

- D Blue (Unit 28)
- M Pettersson (Unit 38)
- L Magee (Unit 54)

## ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.

---

### 13. AMENDED HOUSE RULES - UPDATED SOLAR PANEL INSTALLATION

That the Owners Corporation review the amended house rules and accept them to be registered house rules for the complex.

*Given the pigeon nesting continues to be a problem within the complex the Executive Committee have proposed changing the wording of the House Rules to ensure that any new solar panels installed have taken the appropriate measures to prevent bird nesting such as that highlighted blue as follows:*

*That the Owners Corporation give consent to any owner to install, at their own expense, photovoltaic (PV) solar panels on the roof of their unit to subsidise energy consumption for their own unit, provided the panels are installed as inconspicuously as possible and completely within the roof boundary of the unit. This consent constitutes **Rule 14** of the Owners Corporation.*

**Conditions of Rule 14:**

- All **maintenance issues**, including **water ingress** arising from roof penetrations related to solar panel installation, will remain the responsibility of the **installing owner**.
- The **removal of leaf matter and debris** caught around the solar panels shall also be managed and maintained by the **installing owner**.
- **For installations approved after 1 October 2025, owners must ensure mesh netting is fitted on the underside of the panels as part of the installation to prevent bird nesting and minimise debris accumulation.**

**CARRIED**

---

### GENERAL BUSINESS

- Proposed new seating at top park (with BBQ) - It was noted that the resident raising this query was not present at the time of the meeting and the owners present require further context and information into the request.
- New trees for grassed area at top park - T Townson (Unit 60) noted that he has had discussion with the gardener in relation to the planting of fruit trees in the park area, a quote has been received for review.  
It was additionally noted that the lower garden bed appears to need an upgrade and replant after a heavy prune was undertaken. the ground cover appears to have also been removed from the garden bed. T Townson will arrange a chat with the gardener for the rejuvenation of this garden bed. Units 1-3 have noted that the plants seem to have disappeared.
- Need for speed bumps on all corners in the complex - New quotes are to be sought for traffic management trades. However, M Petterson (Unit 38) noted that a bollard is being installed by the gardener in due course near the cover of Unit 59 to reduced the damage being caused by people cutting the corner. T Townson will contact the gardener to confirm these works.
- Consideration of a strata-wide investment to install gutter guard to reduce maintenance and mitigate future stormwater-related damage - D Blue (Unit 28) has noticed a lot of leaf litter and growth from gutters through the complex. Noting that the complex is a 2 story B Class it can make it difficult for occupants to clean their gutters, In noting this D Blue sought a quote from Capital Solar Panels Cleaning for the works to clean and install gutter guard. Please see the attached quote.  
The Managing Agent is to issue a notice to owners to offer an opt in service of having these works undertaken with the cost recoverable by charging to levies.

- T Fairweather (Unit 2) noted that a gum tree has dropped branches that has damaged the fence of unit 3 from the strata behind them, leaves also fill the gutters of the units adjoining this Units Plan. D Blue confirmed that this tree belongs to the Norrebro Community Title and LJ Hooker are the Managing Agents. J Gold is to communicate this issue with the manager and send the managers email to T Fairweather for raising this matter.
- Consideration of a strata-wide investment in pigeon nesting reduction activities - This was similarly covered off in the previous point however, D Blue noted that himself and other residents have had issues with pigeons nesting under the panels and arranged Capital Solar Cleaning to install pigeon netting to reduce this, Other owners present noted they have had the same issue and arranged netting which saw a solution to the nesting problem. D Blue noted that Capital Solar Cleaning have included the cost to undertake these works on the quote attached, this will be included on the notice for an opt in option.  
D Johnson (Unit 40) noted that they had a channel type guard installed on install of their solar panels and have seen no issues if residents would like an alternative to consider however sounds to be installed before panels not after.

There being no further business the chairperson declared the meeting closed.

**Meeting closed on** Thursday 11 September 2025 at 6:32 PM

## Capital Solar Panels Cleaning

Date: Fri, 29 Aug 2025 at 00:51

Subject: Solar bird proofing, gutter guard and cleaning quote

To: D Blue

Good morning Daniel,

Thank you very much for the opportunity to provide a quote. Please see the estimate pricing and details below.

I've also attached examples of our previous work, including gutter guard installation, solar bird proofing, and gutter cleaning, for your reference.

### Solar Panel Cleaning

- \$200 plus GST
    - Heavy-duty scrubbing (lichens, caked dirt, etc.): +\$2 per panel
- 

- **Gutter cleaning** (top gutters, front and back): \$290 plus GST
- **Whole house** (including bottom front and back gutters): \$450 Plus GST

**Gutter Guard** (top gutter, front and back) \$900 plus GST

---

### Solar panels Bird proofing

- \$1,350 plus GST
- 

### Job Details

#### ◆ Solar Panel Cleaning

- **Professional cleaning using an Ionic filtration** system (deionized water, reverse osmosis, and particle filter) for a spotless, streak-free finish
- **Removal of Lichens, bird droppings, moss, and debris** from panels and frames

#### ◆ **External Solar Panel Inspection**

- **Thermal imaging with an infrared camera** to check for external faults or damage during cleaning

#### ◆ **Job Completion Report**

- **Detailed report with before-and-after photos** and thermal images showing performance improvement
- **Notification of any faults or damage** detected during inspection

### **Gutter guard**

We use **high-quality aluminium mesh gutter guard**, which offers full protection from leaves, branches, pests, and birds—helping to keep your roof and gutters clean and functioning properly.

Our micro-hole mesh design is lightweight yet durable, allowing rainwater to flow through easily while preventing blockages and overflows. The aluminium material is **anti-rust and long-lasting, making it ideal for Australian weather conditions.**

#### ◆ **Gutter Cleaning Service Includes**

- **Thorough gutter cleaning** – manual removal of leaves, dirt, and debris
- **Downpipe clearing** – ensuring downpipes are unblocked and flowing properly
- **Roof & valley clean-up** – removal of leaves, branches, and debris
- **No Mess Guarantee – property left clean and tidy**

### **Solar bird proofing Job details**

- Removal of existing bird nests
- Installation of bird-proofing mesh underneath the solar panels to block bird access—without causing any damage to your panels

#### **About the Mesh:**

Our bird-proofing mesh is made from galvanized steel wire, welded into a grid and coated in black PVC. This provides excellent resistance to rust and weather while remaining discreet once installed. The mesh is black and nearly invisible and blends seamlessly beautifully with your roof. Most importantly, the mesh is designed not to interfere with or void your solar panel warranty.



## Why Install Bird-Proofing?

- Bird nests under solar panels can lead to long-term damage.
  - Most solar panel warranties do not cover issues caused by nesting birds.
  - Pigeon droppings carry bacteria and parasites that can contaminate your rainwater tank.
  - Installing bird-proofing mesh around all panels prevents access, ensuring birds can no longer nest or return—ultimately deterring them from your roof entirely.
- 

## ★ ★ ★ ★ ★ Why Choose Us?

**We offer a 1-year workmanship warranty** covering any issues related to our installation. If anything comes loose or is damaged due to our work, we'll return and fix it at no cost.

**(Please note: This does not cover external damage caused by human interference.)**

- ✓ **Mess-Free Guarantee** – your property will be left clean and tidy
  - ✓ **Transparent Service** – receive before-and-after photos of gutters and panels
  - ✓ **Proven Track Record** – over 300 five-star Google reviews ★ ★ ★ ★ ★
  - ✓ **Professional, reliable, and friendly team**
- 

Please let me know if you'd like to proceed or if you have any questions. I'd be happy to help.

# MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 11999 – The Ridge  
67 Negus Crescent, Watson

---

**DATE** Wednesday 27<sup>th</sup> March 2024  
**TIME** 5:00pm  
**LOCATION** Via zoom

---

ATTENDEES	
Name	Unit
A Nguyen	1
D Dixon	15
J McDonald	43
T Townson	60
B Karunyamurthi	LJ Hooker Strata

---

## AGENDA

### 1 Attendance and Apologies

The Meeting noted that there were no apologies or proxies.

**NOTED**

### 2 Minutes of previous EC Meeting

A copy of the minutes of the Executive Committee meeting held on 27<sup>th</sup> September 2023 is attached.

**CARRIED**

### 3 Financial Report

Financial Statements for The Ridge from 1 July 2023 – 15 March 2024.

**CARRIED**

*Secretarial Notes:*

*The meeting noted that the Managing Agent to continue to contact the Owners in arrears and provide warnings. Managing Agent to reach out to the Owners about the payment plan process for levy recovery.*

#### **4 Budget Position**

**CARRIED**

*Secretarial Notes:*

*The EC reviewed the budget position as of 15<sup>th</sup> March based on the financials provided and there was nothing to be noted.*

#### **5 Spreadsheet of Outstanding Issues**

EC to review the tracking spreadsheet of outstanding matters at the complex.

**CARRIED**

*Secretarial Notes:*

*Managing Agent to send a bulky waste notice to all the residents to notify about the date and location of the collection.*

Managing Agent to add the irrigation pump issue to the spreadsheet which is currently in progress.

The meeting noted that the EC has accepted the quote from Level Plumbing (QUOTE NO. 180909). Managing agent to organize the work order as soon as possible and provide further updates to the EC.

#### **6 Roof Storm Damage**

JW Land is investigating the list of units that had storm damage to the garage ceiling.

**CARRIED**

*Secretarial Notes:*

*The Meeting noted that JW Land has confirmed that they will arrange for times with the residents to investigate the damages to the garage ceiling during the storm.*

*The EC noted that JW Land has not contacted Unit 1 owner regarding the roof investigation.*

*Managing Agent to continue to follow up with JW Land for a resolution on this matter as soon as possible.*

## **7 Special General Meeting**

**CARRIED**

*Secretarial Notes:*

*The Meeting Noted that the managing agent to organize a general meeting as soon as possible to discuss the burst pipe invoice from Level Plumbing and to discuss the decision about the pigeon issues at the complex.*

*In preparation for the Special General Meeting (SGM) in early May, the Managing Agent to provide EC members with background papers for each of the topics to be discussed.*

*The Managing Agent to send the draft papers to EC members by the end of the week following Easter holidays. Once finalised, the papers will be sent to all owners three weeks before the meeting.*

## **8 Insurance**

**CARRIED**

*Secretarial Notes:*

*The meeting noted that the EC to discuss further on obtaining quotes for upcoming insurance renewal in May 2024. The EC will reach out to a few insurers as well to obtain quotes for the Insurance policy for the Owners Corporation.*

## **9 Pigeons issue at the complex**

**CARRIED**

*Secretarial Notes:*

*The meeting noted that the Owners Corporation to discuss the pigeon/birds infestation issues at the upcoming General Meeting and determine the responsibilities of maintenance.*

## **10 Speeding**

**CARRIED**

*Secretarial Notes:*

*It was noted that a few owners have reported speeding issues at the complex. The meeting noted that this matter will be further discussed with the Owners Corporation at the AGM with solutions and quotes if necessary.*

**11 General Business**

*There was no other business raised.*

*As there was no further business discussed, the meeting was closed at 6:03PM.*

# EXECUTIVE COMMITTEE MEETING

Units Plan No. 11999 – The Ridge  
67 Negus Crescent, Watson

**DATE** Thursday 1<sup>st</sup> August 2024  
**TIME** 5:00pm  
**LOCATION** Via zoom

A quorum was achieved and the meeting commenced at 5:06 PM

## 1 Attendance and Apologies

Via Zoom	
Name	Unit
A Nguyen	1
D Dixon	15
M Pettersson	38
T Townson	60
B Polychronopoulos	5
J Gold	LJ Hooker Strata
J Farrelly	LJ Hooker Strata

Apologies	
Name	Unit
J McDonald	43

Chair	
Name	Unit
T Townson	60

## 2 Minutes of previous EC Meeting

A copy of the minutes of the Executive Committee meeting held on 27<sup>th</sup> March 2024 is attached.

**CARRIED**

## 3 Financial Report

Financial Statements for The Ridge from 1 July 2023 – 1 June 2024.

**CARRIED**

Secretary Notes:

- The Plumbing and drainage expenditure of \$13,949.99 for Level Plumbing should be covered under Driveway plumbing fund.
- The EC noted that the amount in Driveway Plumbing fund isn't adding up, a special levy was called for this fund and it does not appear the whole amount raised is being represented.  
**Action Item:** The Strata Manager will investigate this and will notify the EC of any levies in arrears that are contributing to this fund. The financial report will be updated accordingly.
- The EC have noted they are concerned in regard to the Lot balance report as the arrears amount is high. J Farrelly will investigate the amounts owing and see what stage of debt collection each debtor is up to. J Farrelly has confirmed that the units have received a letter of demand that are in substantial arrears, and will further confirm why debt collection has not progressed.
- The EC have advised the wish to raise arrears as an agenda item on the upcoming Annual General Meeting.

B Polychronopoulos entered meeting at 5:21 PM

#### 4 Spreadsheet of Outstanding Issues

EC to review the tracking spreadsheet of outstanding matters at the complex.

**CARRIED**

Secretary notes:

- The retaining wall item on the sheet should be marked as complete.
- Unit 41 retaining wall – agreement from the EC when raised was that it will come at a share cost however nothing progressed.  
**Action Item:** The Managing Agent is to reach out to Unit 41 to find out if B Karuniamurthi had requested approval.
- Burst pipe on common driveway should also be marked complete.
- Unit 12 Stormwater drain should be completed.  
**Action Item:** Managing Agent is to chase up Unit 12 to confirm.
- Garage ceiling defects – JW Land has been thought to have contacted affected units and repaired the roof and are awaiting to confirm if the repair has been successful, before undertaking the internal ceiling repairs. JW Land should be advised to contact owners for remainder of works. B Polychronopoulos Unit 5 noted that he has not been contacted by JW Land for the repairs, M Petterson Unit 38 advised there is a leak into their garage however has not had any works proceeded with. A Nguyen Unit 1 also noted they still have a ceiling leak needing further repairs.  
**Action item:** The Managing Agent is to contact LW Land to advise what units they have contacted and what repairs have been completed so far, In addition B Polychronopoulos Unit 5 contact details are to be confirmed.
- Speeding – Last update from B Karuniamurthi had been that he would discuss the issue with other managers in the LJH office to see how to best approach the issue. M Petterson discussed with a relative that works in the strata industry on ideas of how to best proceed with rectifying this issue. It had been proposed for installation of 2 additional speed bumps to the complex. The Managing Agent is to seek quotes for installation and ask for trades to meet with EC to discuss the options available. EC would like to consult with owners that may be affected by the location of speed

bumps due to noise to ensure they are comfortable with their installation. The Managing Agent is to create a motion for their installation to be presented at the Annual General Meeting. Quotes are to be sought to be presented along with the motion from Capital Lines and Signs that previously undertook these works. M Petterson will draw on a map of locations they should be installed, once determined an email specific to units that may be impacted to advise that this is going to the AGM and to attend should they have any concerns.

- Tracking sheet to be made a 'live' for future meetings.

## **5 Annual General Meeting Prep**

EC to start preparing the upcoming Annual General Meeting with the Managing Agent. The following items are to be discussed:

Secretary notes:

- Meeting Date
  - o Draft documents are to be sent to the EC by 8<sup>th</sup> August 2024 for issuing on Monday 12<sup>th</sup> August 2024. AGM is pencilled in for Thursday 5<sup>th</sup> September 2024.
- EC/ Chair report
  - o T Townson will provide an EC report to be included in the agenda.
  - o EC will also provide table of expenditure for surplus amounts.
  - o EC will provide map of speed hump installation.
- Budget
  - o Once the plumbing & drainage expenditure has been removed from the admin fund there should be an approximate amount of \$32,364.72 GST Included.
  - o Agenda to note the proposal of how surplus will be spent for the coming financial year, such as the gardening and shade sail installation, and provide opportunity to discuss further items to spend the surplus at the AGM.
  - o T Townson to put together a table of the approved expenditure so far. As well as the surplus expenditure items.
- Units in arrears
  - o Discussed under item 3.
  - o Update from the Managing Agent on arrears to be included in agenda.
- Traffic Management
  - o Discussed under item 4.
- Maintenance Plan
  - o Managing Agent to review the maintenance plan to advise the next EC of works needed over the next 12-months.
- Gardening Plan
  - o EC have already discussed and approved. Will be included in the surplus proposal.
- Parking, abusive/unsocial behaviour
  - o Issue has seemed to move to another location however will often be an issue.
  - o Another car now parking next to Unit 38 – possibly grey ford. M Petterson will confirm.

- EC have advised they are happy for the Rule Infringement Notice to be issued to Unit 61 sent.
- Strata Management
  - Noted for EC that the agreement expires 31<sup>st</sup> August 2025
- Unit 45 Solar panels/ breach of house rules
  - SM to call unit owners if details are accessible to confirm they have received notice of rule breach, should they have received a notice a RIN notice is to then be issued to Unit 45 in regard to breach of rules. Issue a time frame of 21 days to rectify the issue.
  - Note the rules around alterations
  - House rules including those approved at the first meeting of the EC will be included in the Annual General Meeting as a general reminder to residents.
- LW Land Update is to be included as an agenda item for the Annual General Meeting to note the progress of the roof repairs and timeframes they propose to complete all repair works.

## **6 General Business**

Neighbours throwing food over fence – letter to go to owners once M Petterson provided address.

Driveway Grate works – the EC have advised they wish for additional quotes to be sought for the works to replace the driveway grate.

J Gold to organise a site visit - A Nguyen will meet for a walk around.

There being no further business the meeting closed 6:16 PM

# MINUTES OF EXECUTIVE COMMITTEE MEETING

## Units Plan No. 11999 – The Ridge

### 67 Negus Crescent, Watson ACT 2602

---

**DATE & TIME** Wednesday 11<sup>th</sup> December 2024 at 2:00pm

**LOCATION** Via Zoom

---

**Meeting opened on** Wednesday 11<sup>th</sup> December 2024 at 2:00pm

---

## MOTIONS

### 1 Attendance and Apologies

Attendance via Zoom	
Name	Unit
D Blue	28
M Petterson	38
L Magee	54
J Gold	LJ Hooker Strata

### 2 Minutes of previous EC Meeting

That the copy of the minutes of the Executive Committee meeting held on 1<sup>st</sup> August 2024 is reviewed and approved.

**CARRIED**

### 3 Financial Report

The Financial Statements be accepted as presented for the period to 5<sup>th</sup> December 2024.

**CARRIED**

D Blue has requested a copy of the Icon Water bills as it has been noted that the cost has almost doubled since the last period. The Managing Agent advised that a Plumber may be needed should there be no obvious leaks at the complex, Noting that there was an issue with one of the water pumps at the complex.

The Executive committee have requested for copies of Bank statements to be issued with future agendas, to accurately know where the complex is sitting at financially.

#### **4 Election of Office Bearers**

That the Executive Committee elect the following Office Holders; to hold office until the next Annual General Meeting.

- Chairperson – M Petterson
- Secretary – L Magee
- Treasurer – D Blue

**CARRIED**

#### **5 Maintenance Tracking Sheet**

The Executive Committee discussed the items in the maintenance tracking sheet to find out where everything is up to.

Updates have been made as follows:

- **Bulky Waste** – It has been requested for the managing agent to confirm when the next collection will be. On the same notice it is to be noted that bulky waste items are NOT to be placed in the bin area, the correct disposal methods are to be taken.
- **Unit 41 Retaining Wall** – The Executive Committee have decided that it will be best to raise this matter at a future General Meeting to seek advice if the Owners Corporation would like to engage an independent engineer to inspect the retaining wall after JW Land's engineer advised there was no concern.
- **Unit 12 storm water drain reverse flow** – The Executive Committee noted that there are potentially blocked drains, gutters and downpipes causing this issue, The Executive Committee advised that they would like to raise this at a future General Meeting also, to seek advice from the owners corporation if they wish to undertake a collective action to the gutters of the units.
- **Garage Ceiling Defects** – The Managing agent noted that they have been Copied into emails between JW Land and Owners arranging repairs.
- **Grass & Trees** – The Executive Committee have advised they wish to seek the gardeners opinion on replacing the grass on the corners of the driveway with gravel due to the damages being caused. Additionally quotes are to be sought from the gardener for a few different options of what to lay in the park area; Grass with irrigation, Astroturf, Playground Rubber etc.

## 6 Traffic Management

A discussion was held around a drafted notice for the Owners Corporation around the locations for installation of additional speedbumps.

Amendments are to be made to the notice to advise residents that the proposed is the locations speedbumps will be installed however if there are any objections owners are to advise and details why they have an objection. The Owners are to be offered the chance to provide suggestions for any additional locations a speedbump may be needed to be marked on the image provided. All suggestions are to be made by 11<sup>th</sup> January to be able to complete works under one call out fee of the contractors.

It is to be noted that the speedbumps that have been recommended by Capital Lines and Signs are split to allow for water drainage, that an obstruction will be installed to the corner of Unit 59 such as a rock and a traffic mirror will be installed at the intersection near units 36 & 37.

The Managing Agent is to additionally reach out to Capital Lines and Signs to confirm the quote is still valid.

## 7 General Business

- **Insurance:** It is noted that the insurance policy is due for renewal in March 2025. It has been requested that the Managing Agent commence the process of seeking broker quotes.
- **Body Corporate Mailbox:** It has been advised that the body Corporate mailbox has become rather full and needs to be cleaned out. A member of the Executive Committee is going to hold a copy of the key to frequently clean out.
- **Management Agreement:** The Executive Committee have requested that LJ Hooker Strata submit a proposal for their continued management to be reviewed among the quotes sought from alternative Strata Management companies. Noting that the Current Executive Committee are pleased with the service they are currently receiving.

**There being no further business the meeting closed at 2:54pm.**

# MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 11999 – The Ridge**  
**67 Negus Crescent, Watson ACT 2602**

**DATE & TIME** Friday 16<sup>th</sup> May 2025 at 5:30pm

**LOCATION** Barbeque area, 67 Negus Crescent, Watson ACT 2602

## AGENDA

<b>1 Attendance and Apologies</b>	
<b>In Attendance</b>	
<b>Name</b>	<b>Unit</b>
M Petterson	38
D Blue	28
L Magee	54
<b>2 Minutes of previous EC Meeting</b>	
That the copy of the minutes of the Executive Committee meeting held on 11 <sup>th</sup> December 2024 is reviewed and approved.	
<b>CARRIED</b>	
<b>3 Financial Report</b>	
The Financial Statements be accepted as presented for the period to 14 <sup>th</sup> May 2025.	
<b>CARRIED</b>	
<ul style="list-style-type: none"> <li>- D Blue noted that the strata insurance quote must be revised by Strata Community Insurance due to an increased building replacement valuation, which has risen from \$30.8 million to \$48.2 million. This adjustment is based on an Insurance Valuation Report prepared by QIA Group Pty Ltd on 7</li> </ul>	

November 2024 for the complex. As a result, a significant increase in the insurance premium is expected.

- Given the ongoing uncertainty regarding the insurance premium, the Executive Committee has decided that no additional improvements or discretionary expenditures will be undertaken until the next financial year, unless sufficient funds are found to be available after the insurance premium is paid.

#### **4 Parking Infringement notices**

The Executive Committee consider the drafted rule infringement notices as presented for the continued parking within common property visitor parking.

- *The Committee approves and endorses the infringement notice drafted by Jacinta Gold prior to this meeting, which will be issued to Unit 50 for repeated violations of House Rule 5 (Use of Common Property) related to unauthorized parking in visitor spaces.*
- *The Committee has approved the drafting of an infringement notice for Unit 47 due to ongoing breaches of House Rule 5 (Use of Common Property). These violations involve repeated speeding and unsafe driving within the complex, which has endangered residents including children on multiple occasions.*
- *The Committee has approved the preparation of an infringement notice for Unit 73, for breaching of House Rule 5 (Use of Common Property). These breaches involve the repeated and ongoing parking of multiple vehicles in visitor spaces and other non-designated areas within the complex. This unauthorized parking has led to hazardous traffic conditions and has obstructed disability parking.*
- *The Committee has agreed to direct Jacinta Gold to issue an advisory notice to unit 57 regarding residents parking in the visitor parking. As new residents to the complex, it was agreed that providing a reminder of the house rules is appropriate in the first instance.*

#### **5 General Business**

- The Committee agreed to hold an extraordinary general meeting in the third week of June (sometime between 16<sup>th</sup>-20<sup>th</sup>) to discuss the following items:
  - o Selecting a strata management firm to continue after the next AGM.
  - o Traffic management, including:
    1. Whether there is a need to engage a traffic management consultant to draft a traffic management plan; and
    2. The number and location of additional speed bumps to be installed.
  - o Authorising the raising of strata levies for the first quarter of the next financial year prior to the Annual general meeting. This ensures the

Owners Corporation receives timely cash flow as well as ensuring owners do not receive two levies within a month after the AGM.

**There being no further business the meeting closed.**

# MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 11999 – THE RIDGE

67 Negus Crescent, Waston ACT 2602

**DATE & TIME** Tuesday 7<sup>th</sup> October 2025 at 12:30pm

**LOCATION** Via Zoom

Meeting opened on Tuesday 7<sup>th</sup> October 2025 at 12:38pm

## AGENDA

### 1 ATTENDANCE AND APOLOGIES

Present	
Name	Unit
D Blue	28
M Petterson	38
J Gold	LJ Hooker Strata

### 2 ELECTION OF OFFICE BEARERS

That the Executive Committee elect the following Office Holders; to hold office until the next Annual General Meeting.

- Chairperson – M Petterson (Unit 38)
- Secretary – L Magee (Unit 54)
- Treasurer – D Blue (Unit 28)

### 3 NOMINATED POINT OF CONTACT

That the Executive Committee nominate a primary (and secondary) point of contact, to liaise with the Strata Manager and provide direction to the Strata Manager following agreement by the majority of the committee. That these points of contact be authorised to provide emergency direction to the Strata Manager when required, acting in the best interest of the Owners Corporation.

**CARRIED**

- D Blue (Unit 28) has been nominated as the primary point of contact with M Petterson (Unit 38) being nominated as the secondary point of contact.

---

#### **4 GENERAL BUSINESS**

- It has been noted that the Gardener has sourced a bollard for installation on the corner near unit 59 of the complex to try stop residents cutting the corner. The gardener is awaiting deliver to install.
- It was noted that the lower gardens have been rather damp as of late, this is being addressed with the gardeners. In this case the irrigation has been turned off for the time being to see if this will dry up the garden area. This will be monitored for action should the matter continue.
- M Petterson will be contacting Capital Lines and Signs for updated/ new quotes for traffic management.
- J Gold is to follow up the interest in pigeon netting, gutter cleaning and/or gutter guard being installed.
- The Executive Committee have approved the quote received for an updated Sinking Fund Forecast.
- Arrears Update: Unit 16's arrears were reviewed noting they are at stage 3 with Collections at this stage. The Executive Committee would like to assess the possibility to have a lien placed on the levies to ensure they are first paid.

---

#### **5 NEXT MEETING**

To be called as needed.

---

**Meeting Closed on** Tuesday 7<sup>th</sup> October 2025 at 12:50pm

# MINUTES OF EXECUTIVE COMMITTEE MEETING

## Units Plan No. 11999 - The Ridge

### 67 Negus Crescent, Watson ACT 2602

---

**DATE & TIME**      Tuesday 17<sup>th</sup> February at 5:30pm

**LOCATION**            Barbeque area, 67 Negus Crescent, Watson ACT 2602

---

#### Attendance

In Attendance	
Name	Unit
M Petterson	38
D Blue	28
L Magee	54

#### Parking

Discussion surrounding parking enforcement for long term residents parking in visitor parking.

- Agreed to issue a notice to all owners like the one issued on 6<sup>th</sup> May 2025.
  - o In the notice, include that warnings and infringement notices are being sent to individually identified units, with referrals to ACAT for those continuing to ignore previous warnings and notices.

License Plate	State	Make/Model	Colour	Unit
YPP 82T	ACT	Honda Civic	Blue	
YRB 44H	ACT	Volvo XC40	White	23
YII 72J	ACT	Toyota Yaris	White	23
325 BB9	QLD	Subaru Outback	Light grey	24
873 AW4	QLD	Ford Ranger	White	24
DE 70 FH	NSW	Toyota Rav4	Silver	25
DO 88 VM	NSW	Toyota Rav4 (NSW Gov)	White	25
YOY 76Y	ACT	Toyota Hilux	Silver	68
BK 56 MV	NSW	Toyota Camry	White	73
BN 45 YF	NSW	Toyota Camry	Black	73
DO 32 PZ	NSW	Peugeot 3008	Red	73
BOE 247	NSW	Ford Falcon	Green	73

DN 44 GN	NSW	Toyota Rav4	Dark grey	73
CYJ 54M	NSW	VW Polo	White	73
DSN 72W	NSW	Mazda 3	White	73
TA 06 UO	NSW	Ford Ranger	Black	
WH 888	ACT	Toyota Landcruiser	White	16
YEM 15G	ACT	Honda Jazz	White	16
9981	ACT	Mercedez Vito Van	White	16
YMB 46G	ACT	Mazda 3	Grey	39

**Action for individual units:**

- **Unit 16:** Approve the issuance of a Rule infringement notice as drafted by J Gold.

That the Executive Committee resolves by Ordinary Resolution to issue the owner(s) of Unit 16 with a Rule Infringement Notice for ongoing breaches by the unit's occupant of the default rules under the Unit Titles (Management) Regulations 2011:

5. Use of common property - Using/permitting the common property to be used in a way that unreasonably interferes with the use and enjoyment of the common property by an owner or occupier of another unit.

That the Strata Manager be authorised to Execute and issue the Rule Infringement Notice on behalf of the Executive Committee

**MOTION CARRIED**

- **Unit 23:** Issue first warning.
- **Unit 24:** Issue first warning.
- **Unit 25:** Issue first warning.
- **Unit 39:** Approve issuance of infringement notice previously drafted by Jacinta Gold.

That the Executive Committee resolves by Ordinary Resolution to issue the owner(s) of Unit 39 with a Rule Infringement Notice for ongoing breaches by the unit's occupant of the default rules under the Unit Titles (Management) Regulations 2011:

5. Use of common property - Using/permitting the common property to be used in a way that unreasonably interferes with the use and enjoyment of the common property by an owner or occupier of another unit.

That the Strata Manager be authorised to Execute and issue the Rule Infringement Notice on behalf of the Executive Committee

**MOTION CARRIED**

- **Unit 68:** Repeat offender who has moved from Unit 50. Issue warning indicating this is the first and only warning due to multiple prior notices.

- **Unit 73:** Approve ACAT action and attempt to consolidate with levy recovery action.

That the Executive Committee resolves, by ordinary resolution, to apply to the ACT Civil and Administrative Tribunal (ACAT) in relation to Unit 73, on the basis that:

- A Rule Infringement Notice (RIN) was issued to the owner/occupier of Unit 73 on 29 May 2025, in accordance with section 109 of the Unit Titles (Management) Act 2011, requiring the breach to be remedied and not repeated.
- The RIN stated the rule breached, how it was breached, the required remedy period, and the requirement not to repeat the breach.
- The owner/occupier has failed to comply with the RIN, and under the UTMA a person who fails to comply commits an offence and the Owners Corporation may apply to ACAT.

Accordingly, the Executive Committee authorises lodging an application to ACAT seeking appropriate orders regarding the ongoing breach of the rules by the owner/occupier of Unit 73.

**MOTION CARRIED**

#### **Communication to Unit 13 in relation to action against Unit 73.**

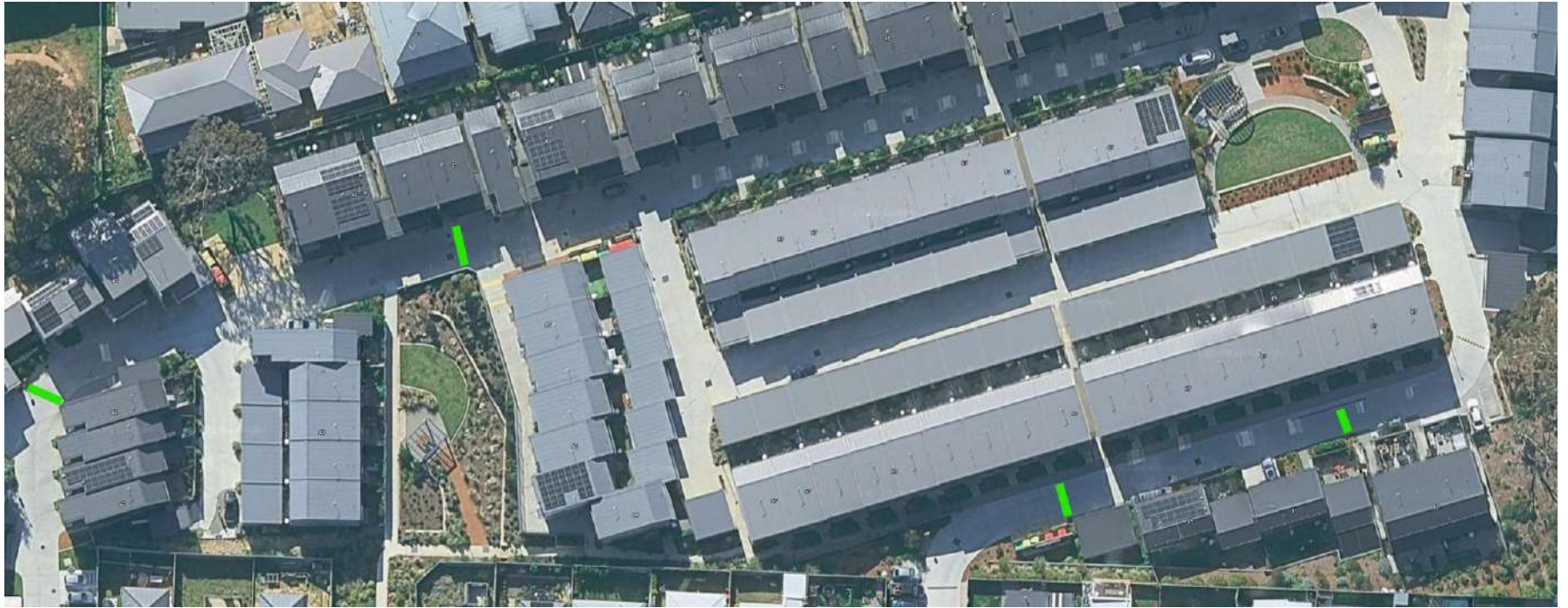
- Advise that the Body Corporate cannot tow vehicles without ACAT permission unless abandoned.
- Unit 73 has already received a breach notice and initiating ACAT enforcement has been approved by the EC.
- Seek photo evidence and written testimony from Unit 13, including details of all vehicles involved to assist with ACAT.

#### **Speedbumps**

- Agreement reached to install four new speedbumps according to the following map.
  - On corner between units 3,4 and 85
  - Next to the stairs between units 9,10 and 73, before the lower park.
  - Between the bins and carport near units 49 and 50.
  - Between units 39 and 40.

**There being no further business the meeting closed.**

THE *RIDGE* WATSON



# MINUTES OF EXECUTIVE COMMITTEE MEETING

## Units Plan No. 11999 - The Ridge

### 67 Negus Crescent, Watson ACT 2602

---

**DATE & TIME** Thursday 19<sup>th</sup> March 2026 at 4:00PM

**LOCATION** Electronic Vote

---

#### Attendees

<b>Committee Members</b>
M Petterson
D Blue
L Magee

<b>LJ Hooker Strata ACT (LJH) Representative</b>
J Gold

---

#### 1. AUTHORITY TO ACT

That in accordance with Schedule 2, Section 2.6(3)(a) of the Unit titles (Management) Act 2011, the Owners Corporation approves the taking of legal action in the matter of Unit 73 failure to comply with a rule infringement notice issued pursuant to Section 110 of the Unit Titles (Management) Act 2011.

That the Executive Committee be granted full authority to act on behalf of the Owners Corporation in all matters relating to the legal proceedings, including but not limited to engaging legal council, providing instructions, managing correspondence, and authorising parties to act in the proceedings.

**CARRIED**

**There being no further business the meeting closed.**

# MINUTES OF GENERAL MEETING

## Units Plan No. 11999

---

**DATE** Wednesday 8 May 2024

**TIME** 5:30 PM

**LOCATION** Via Zoom

---

---

# MINUTES OF GENERAL MEETING

## Units Plan No. 11999

**DATE & TIME**                      Wednesday 8 May 2024, at 5:30 PM

**LOCATION**                              Via Zoom

---

<b>ATTENDEES</b>	
<b>Name</b>	<b>Unit</b>
A Nguyen	1
T Fairweather	2
B Polychronopoulos	5
J Deacon	13
D Dixon	15
L Goldie & F Scheidel	20
S Visintin	22
B Scholz	27
B Robertson	32
M Petterson & N Donaldson	38
D Field	39
D & M Johnson	40
J McDonald	43
M & L Hewertson	52
M Healy & A Healy	58
T Townson	60
P Taft	75
R & S Cant	82
B Karuniamurthi	LJ Hooker Strata

<b>APOLOGIES</b>	
<b>Name</b>	<b>Unit</b>
T Perrin & J Carey	62

<b>ABSENTEE</b>	
<b>Name</b>	<b>Unit</b>
W Archinal & L Hudson	12
J McDonald & C Clark	18

<b>CHAIRPERSON</b>	
<b>Name</b>	<b>Unit</b>
J McDonald	43

## **MOTIONS**

---

### **1. MINUTES OF INAUGURAL GENERAL MEETING**

**Motion 1:** That the minutes of the Annual General Meeting held 16 August 2023 are accepted.

**CARRIED**

*Secretarial Notes:*

*The meeting noted that Unit 18 was missing in the 2023 AGM Minutes. The managing agent to update this in the 2023 AGM minutes and send a copy of the amended minutes to all the owners.*

---

### **2. FINANCIAL REPORT**

**Motion 2:** That the financial statements be accepted as presented to 11 April 2024.

**CARRIED**

---

### **3. PIGEON/BIRD INFESTATION RELATED REPAIRS AND MAINTENANCE (SPECIAL RESOLUTION)**

**Motion 3:** That the Owners Corporation is responsible for repairs and maintenance of the damages caused by pigeons/bird infestation only on common property areas and the individual unit owners are responsible for maintenance and repairs within the unit boundaries including the roof if there are any damages to the property by pigeon/bird infestation.

**Explanatory Notes:**

*The Executive Committee agreed to pay half of the costs for any damages caused by pigeons/birds to the individual units at the complex due to impact on common property. Units that requested cost sharing were advised that the Owners' Corporation would cover half of the costs. On reflection, the Executive Committee would like to take this matter to the Owners' Corporation for decision due to the cost implications for any other pigeon control which will result in levy increase. Consequently, the decision to share costs was put on hold until a general meeting could be held.*

The Strata Manager advised that, as The Ridge Complex is Class B, the maintenance of areas within the Unit boundaries (including the maintenance of the roofs) is the responsibility of individual units as they are not considered common property. Individual unit owners will have to carry out the necessary investigations to address the bird infestation problem within the unit boundaries including the roofs of the units.

**CARRIED**

Secretarial Notes:

The meeting noted that the owners present accepted the motion to overturn the decision made by the EC to contribute to the bird/pigeon-related issues within individual units boundaries.

---

#### **4. SPECIAL PURPOSE FUNDS**

**(SPECIAL RESOLUTION)**

**Motion 4:** The Owners Corporation raise a special levy of \$13,949.99 over a single levy cycle, 25 May 2024, for pending expenses for settling the invoice from Level Plumbing for repairs carried out to fix a burst pipe on common property driveway.

#### **Explanatory Notes:**

Level Plumbing was engaged to investigate a leak that originated from common driveway. This was a result of an unexpected failure in the plumbing asset in the common driveway.

As this was an unbudgeted expense and a plumbing failure, the EC and LJH Strata pursued with the builder JW Land for a resolution. However, they advised that the services to this complex including the Statutory warranty for these non-structural assets are outside the coverage period and denied responsibility.

Upon the request of the EC, LJH reached out to the insurance company to check if this repair can be covered under the building insurance policy. However, this was denied by the insurer as the policy does not cover damages caused by original asset defects or fault installations.

Please refer to the attached report and the invoice of the works from Level Plumbing.

**CARRIED**

---

#### **5. GENERAL BUSINESS**

##### **Speeding**

Explanatory Notes:

Speeding in the Ridge has been raised as a concern by some residents. The EC acknowledges safety is always a significant issue. The EC has already had preliminary discussions regarding this issue. At present the EC believes we have adequate signing regarding speed limits. Speed humps have already been installed to help provide a physical deterrent and remind drivers we are in a shared environment and need to

drive slowly (10km). The responsibility to drive safely in our complex begins with clear instructions on what that looks like (signage, speed humps when entering the complex) and ends with individual drivers needing to take responsibility by following these instructions. Further signing and/or speed humps will come at a setup and, likely, ongoing maintenance costs.

**Secretarial Notes:**

*The meeting noted that the EC tasks the strata manager to commission an independent traffic management report. If further traffic management works are warranted, the EC will task the strata manager to seek quotes from contractors.*

.

**EC Positions**

*We have vacancies available on the EC (Executive Committee) due to a recent resignation. As a result, we are inviting interested residents to consider filling these positions.*

**Secretarial Notes:**

*The following owners have nominated to be a part of the EC until the AGM 2024.*

<b>Casual EC position Members</b>	
<b>Name</b>	<b>Unit</b>
B Polychronopoulos	5
M Petterson	38

As there was no further business discussed, the meeting was closed at 6:33PM.

---

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1 The Owners—Units Plan No 11999**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 26/06/2025

*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  and attach details to the notice]*

Date of decision	Full text of reduced quorum decision
26/06/2025	As per attached Minutes

### A4 Owners corporation declaration

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

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

*Jgold*



<sup>†</sup> 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 GENERAL MEETING

## UNITS PLAN NO. 11999 – THE RIDGE

**MEETING DATE & TIME** Thursday 26 June 2025 at 5:30 pm

**LOCATION** Online

**NOTICE ISSUED** Tuesday 10 June 2025

<b>Present Via Zoom</b>	
<b>Name</b>	<b>Unit</b>
T Fairweather	2
P Carter	8
F Scheidel & L Goldie	20
D Blue	28
M Petterson	38
B Singline	39
D & M Johnson	40
J McDonald	43
L Magee	54
M Hewitson	52
T Townson	60
N & M Chembe	70

<b>Apologies</b>	
<b>Name</b>	<b>Unit</b>
E Beer & K Farrell	4
G Lamb	6
T Perrin & J Carey	62

<b>Proxy</b>	
<b>Name</b>	<b>Unit</b>
T Frank	36

<b>Minute taker</b>	
<b>Name</b>	<b>Unit</b>
Meeting transcript and notes compiled by D Blue with AI Assistance	28

<b>Chairperson</b>	
<b>Name</b>	<b>Unit</b>
M Petterson	28

---

## QUORUM

The Chairperson advised that a quorum was not present however the after waiting the prescribed time the chairperson declared the meeting open.

**Meeting opened on** Wednesday 26<sup>th</sup> June 2025 at 6:00 PM

---

## MOTIONS

### 1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous Annual General Meeting held 19 September 2024 are confirmed.

**CARRIED**

**Moved by:** P Carter (Unit 8)

**Discussion:** None

**Outcome:** *Carried unanimously*

---

### 2. INSURANCE

That the Owners Corporation consider any new or outstanding insurance claims.

**CARRIED**

**Discussion Summary:**

- Dan (Treasurer) referenced explanatory notes:
- Building valuation increased from \$29.5M to \$40.2M, contributing to a higher premium.
- An independent broker (Strata Insurance Solutions) was engaged to obtain competitive quotes.
- SCI (via broker) was selected as the insurer based on best value and coverage.
- No new or outstanding claims were reported.

**Questions raised by owners regarding:**

- Quote process and selection criteria
- Comparison of terms and broker's fee-based service model
- Confidence in policy equivalency across quotes

**Post Meeting Note:**

The below is additional information on the quotation process to provide a more detailed overview on the quote process as raised in the meeting, the broker sourced the following quotes (all inclusive of GST):

- **SCI (via broker):** \$58,388.17 (selected)
- **SCI (direct):** \$64,708.30
- **SUU:** \$68,737.79
- **CHU:** \$83,146.66
- **Flex Insurance** was approached but did not respond despite multiple follow-ups
- **Longitude** and **IIS** required a five-year claims history from the previous insurer
- **QUS, Hutch,** and **Axis** were excluded due to the building's insured value exceeding their underwriting limits

**Outcome:** *Carried unanimously*

---

### 3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for the period 1/07/2024-5/06/2025

**CARRIED**

**Discussion Summary:**

- Treasurer highlighted impact of insurance premium increase on overall position
- Reserve expected to be modestly drawn upon; no major upcoming expenses flagged

**Outcome:** *Carried unanimously*

---

### 4. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

**CARRIED**

**Discussion Summary:**

- No changes recommended
- No concerns raised by owners

**Outcome:** *Carried unanimously*

---

### 5. APPOINTMENT OF MANAGING AGENT

That the Owners Corporation review and consider the appointment of a Managing Agent from the quotes the Executive Committee have received.

**CARRIED**

**Discussion Summary:**

- Four quotes reviewed earlier in the year: LJ Hooker, Bright & Duggan, Vantage Strata, Signature Strata
- Strong support expressed for retaining Jacinta, citing experience and responsiveness
- Desire noted for performance oversight and flexibility in future contract terms as well as for the Executive Committee to continue to review quotes across all options ensure value for money.

**Voting Method:** Zoom poll

**Outcome:** *Carried.* LJ Hooker retained under a 1 + 2 year structure on the latest proposal provided, subject to negotiation and executive committee review.

---

## 6. TRAFFIC MANAGEMENT

- a) That the Owners Corporation determines whether there is a need to engage a traffic management consultant to draft a traffic management plan; and  
b) That the Owners Corporation determines the number and location of additional speed bumps to be installed.

**DEFEATED**

**Discussion Summary:**

- Estimated consultancy cost: \$4,000–\$6,000
- Most present preferred EC oversight over external engagement at this stage
- Questions around timing and value raised

**Voting Method:** Zoom poll

**Outcome:** *Motion not carried*

---

## 7. INTERIM LEVY

That the Owners Corporation authorises the Executive Committee to approve the issuance of an interim levy for the first quarter of the upcoming Financial Year (1 July 2025 to 30 September 2025) in the amount of **\$53,806.04** comprising of \$48,652.29 contribution to the Administrative Fund and \$5,153.75 contribution to the Sinking Fund. Contributions will be apportioned in accordance with unit entitlements. This will be factored into the annual budget at the 2025 Annual General Meeting.

**CARRIED**

**Discussion Summary:**

- *Interim levy necessary to bridge gap before AGM budget adoption, allowing for the first quarter levies to be raised in a timely manner*
- *Indicative levy amounts referenced in agenda*
- *Modest increases aligned with past practice*

**Voting Method:** Zoom poll

**Outcome:** *Carried unanimously*

---

## GENERAL BUSINESS

No other matters raised.

Chair thanked all participants for their engagement and constructive input.

**Meeting closed on** Wednesday 26<sup>th</sup> June 2025 at 7:15PM



# Residential REPORTS



## PRESALE REPORT

**24/45 Negus Crescent**

Watson

---

**REPORT PREPARED**

6 May 2026



35 Poynton Street Hughes



6288 0402



[info@residentialreports.com.au](mailto:info@residentialreports.com.au)

## SITE RECORD

ADDRESS	24/45 Negus Crescent Watson	
CLIENT	Sankalp Sheikhar and Terri-Ann O'Quinn	
OCCUPANCY STATUS	occupied - the dwelling was furnished at the time of inspection	
INSPECTOR - Derek Taylor	INSPECTION DATE - 5 May 2026	WEATHER CONDITIONS - Fine
JOB REFERENCE - 46814	BLOCK - 36	SECTION - 64

## INSPECTION DATA SUMMARY

YEAR OF DEVELOPMENT (APPROX. ISSUE OF FIRST CERTIFICATE OF OCCUPANCY)	<ul style="list-style-type: none"> <li>2020</li> </ul>
AREA DETAILS (APPROX. SQM)	<ul style="list-style-type: none"> <li>Residence - 123.6sqm off plan</li> <li>Garage - 35.3sqm off plan</li> <li>Block size - 161.5sqm</li> </ul>
WALL CONSTRUCTION	<ul style="list-style-type: none"> <li>brick veneer, timber framed with fibrous cement and trimdeck metal cladding to the upper level</li> </ul>
ROOF CONSTRUCTION	<ul style="list-style-type: none"> <li>timber truss construction metal deck roof covering</li> </ul>
FLOOR CONSTRUCTION	<ul style="list-style-type: none"> <li>concrete slab to the ground floor, suspended timber to the upper level</li> </ul>
ENERGY RATING	<ul style="list-style-type: none"> <li>6 stars</li> </ul>
CONSTRUCTION	<ul style="list-style-type: none"> <li>the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use</li> </ul>
MAINTENANCE	<ul style="list-style-type: none"> <li>there are maintenance items detailed in this report, please read the entire report</li> </ul>
TIMBER PEST REPORT	<ul style="list-style-type: none"> <li>please review the entire report, including the <i>Timber Pest Overview and Recommendations</i> section, for complete details and context</li> <li>no evidence of active subterranean termites (live species) was found at the time of our inspection</li> </ul>
COMPLIANCE REPORT	<ul style="list-style-type: none"> <li>For details on structures in this block and section, see the compliance report</li> </ul>

**IMPORTANT:** This report is intended to be read in its entirety. You must carefully read the full document including *Detailed Inspection Information, Warranty & Use and Scope & Limitations* prior to making any critical decisions. The above Data Summary is supplementary to the Report and should not be used as a standalone reference. It is imperative to review the complete Report and in the case of any discrepancies between the Report and the above comments, the information in the detailed Report is the final authority. The reader is requested to immediately contact us if any content is not fully understood and requires clarification or further explanation. We value the opportunity to work on this inspection project and wish you all the best as you evaluate this property.

Signed on behalf of:

Residential Reports Pty Limited ABN 38 609 880 122

*Derek Taylor*

Derek Taylor

Building & Timber Pest Assessor

## INSPECTION SCOPE – INTRODUCTION FOR THE READER

**The reader must refer to the comprehensive Warranty & Use and Scope & Limitations at the end of this report.** This report is written with reference to the Australian Standards outlined in our Scope & Limitations and is the result of a largely visual inspection only as required by the Standards. The inspection has been conducted to identify notable defects, insofar as an inspector can reasonably identify them and considering the building's age. Comments are provided primarily for items that could impact property value, normal wear and tear for an older building may not be detailed. If there are any discrepancies between the "Summary" and the Detailed Report, the Detailed Report should be relied upon. Where testing is undertaken and there are adverse findings, details will be noted. We do not inspect features such as electrical appliances, utilities, or swimming pool/s and equipment; qualified technicians should be consulted. This report does not quantify ongoing maintenance, upgrades, cosmetic works, or minor defects. If present, significant defects will be noted, and further investigation may be recommended. Where reference has been made to termites (live species, activity or prior activity) and maintenance or defects of significance, we strongly advise that prior to making any critical decisions, that the services of a suitably qualified tradesperson be engaged to quantify remedial action. Report comments may seem repetitive to emphasise that all inspected elements have been reviewed and a summary of inspection items is included at the end of the report for your reference.



## STANDARD INDICATORS EXPLAINED

Our Inspector uses the terms below to describe the condition of building elements. The inspection is visual and conducted under normal lighting. These terms consider factors like the building's age, construction quality and type. Keep in mind that what is considered "good" may vary between an older and a modern building. There are no estimates for repair costs reported, as these depend on your service provider and chosen action:

<b>GOOD</b>	The feature is generally in good condition and does not require major repairs. Minor imperfections in the finish or structure may be present. For elements like windows and doors, the observation refers to a visual inspection only, focusing on substantial defects affecting the property, not operational issues.
<b>FAIR</b>	The feature is functional but has deteriorated and would benefit from cosmetic or remedial repair work.
<b>POOR</b>	The feature in the inspector's opinion, requires remedial action. Repairs or replacement are considered necessary rather than discretionary.
<b>NO SIGNIFICANT DEFECTS</b>	This condition is applied when no significant structural or functional defects are observed. Minor issues may be present, and any remedial action is discretionary.
<b>DEFECTS HAVE BEEN IDENTIFIED</b>	This condition is applied where the inspector has identified defects that require remedial action or investigation considered necessary rather than discretionary.



## IMPORTANT NOTE

Your inspector has conducted a comprehensive visual site assessment following Australian Standards for the Building Report and Timber Pest Report. Whilst the reports are considered separate, we've organised all the data for each area into a single table for your convenience. For example, when commenting on fences, you'll find information on both building maintenance and pest considerations in the one table. Where suspected water leakage, termite activity, active or latent, or building defects have been identified in this report, we strongly suggest further investigation. **The reader must refer to the comprehensive Warranty & Use and Scope & Limitations contained in this report as it contains important advice for intending purchasers and for the owner of this building.** A proactive approach to building maintenance and timber pest management is essential to the upkeep of the property.

## INTERIOR

### Entrance and Void Area

ceilings and cornices	good
architraves and skirting boards	good
walls	fair to good <ul style="list-style-type: none"> <li>there are imperfections to the wall lining from a previous installation</li> </ul>
doors and windows internal	good

### Master Bedroom

ceilings and cornices	fair to good <ul style="list-style-type: none"> <li>there are water stains on the ceiling, electronic moisture meter testing and our visual inspection did not identify any current water leakage at the time of inspection. It is not possible to determine when the leakage occurred, and under what circumstances, or to eliminate the possibility of further leakage in the future, we recommend monitoring changes and consulting a suitably qualified expert if required</li> </ul>
architraves and skirting boards	good
walls	fair to good <ul style="list-style-type: none"> <li>there is minor impact damage to the wall linings in one area</li> </ul>
doors and windows internal	good

### Bedroom Two

ceilings and cornices	good
architraves and skirting boards	fair to good <ul style="list-style-type: none"> <li>there is some minor cracking to the mitred architrave corner</li> <li>there is some minor cracking to the architrave join line</li> <li>the window architrave has been affected by water penetration in one area, moisture meter readings were normal at the time of inspection</li> <li>there is some minor cracking to the skirting join line</li> </ul>
walls	fair to good <ul style="list-style-type: none"> <li>there are imperfections to the wall lining from a previous installation</li> </ul>
doors and windows internal	fair to good <ul style="list-style-type: none"> <li>the window reveal has been affected by water penetration in one area,, moisture meter readings were normal at the time of inspection</li> </ul>

<b>Bedroom Three</b>	
ceilings and cornices	good
architraves and skirting boards	fair to good <ul style="list-style-type: none"> <li>• there is some minor cracking to the door architrave join line</li> </ul>
walls	fair to good <ul style="list-style-type: none"> <li>• there are imperfections to the wall lining from a previous installation</li> </ul>
doors and windows internal	fair to good <ul style="list-style-type: none"> <li>• the latchset requires minor adjustment</li> </ul>

<b>Ensuite</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
toilet suite	good
ventilation	<ul style="list-style-type: none"> <li>• ventilation is provided by a ceiling mounted exhaust fan</li> </ul>
water leakage	<ul style="list-style-type: none"> <li>• no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
fit-out	good
hardware, fixtures and fittings	good

<b>Bathroom and Toilet</b>	
ceilings and cornices	fair to good <ul style="list-style-type: none"> <li>• some of the screws in the plasterboard ceiling are visible</li> </ul>
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	fair to good <ul style="list-style-type: none"> <li>• the shower screen door is not operating smoothly, adjustment or repair is required</li> </ul>
bath	good
ventilation	<ul style="list-style-type: none"> <li>• ventilation is provided by a ceiling mounted exhaust fan</li> </ul>
toilet suite	fair to good <ul style="list-style-type: none"> <li>• the toilet seat is loose fitting, re-fixing or adjustment is required</li> </ul>
water leakage	<ul style="list-style-type: none"> <li>• no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
fit-out	good
hardware, fixtures and fittings	good

<b>Toilet</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
toilet suite	good
vanity/hand basin	good
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
ventilation	<ul style="list-style-type: none"> <li>there is no mechanical ventilation</li> </ul>
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

<b>Laundry</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	fair to good <ul style="list-style-type: none"> <li>cracking noted to the cupboard and wall junction</li> </ul>
doors and windows internal	fair to good <ul style="list-style-type: none"> <li>the latchset requires minor adjustment</li> </ul>
laundry tub	good
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
ventilation	<ul style="list-style-type: none"> <li>ventilation is provided by a ceiling mounted exhaust fan</li> </ul>
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

<b>Kitchen, Dining and Living Area</b>	
ceilings and cornices	fair to good <ul style="list-style-type: none"> <li>the ceiling lining is stained in some areas, we are unable to determine the cause, however the area was dry at the time of inspection. While no current signs of leakage were found, we recommend monitoring for any changes</li> </ul>
architraves and skirting boards	good
walls	fair to good <ul style="list-style-type: none"> <li>there is impact damage to the external corner of the wall lining entering the kitchen, repairs are recommended</li> </ul>
doors and windows internal	good
sink	good
splashback	good
ventilation	Select Condition <ul style="list-style-type: none"> <li>ventilation is provided by an externally ducted range hood</li> </ul>
hardware, fixtures and fittings	good
kitchen fit-out	good

<b>Hallway</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

<b>Steps/Stairs and Upper Landing</b>	
steps and stairs internal	fair to good <ul style="list-style-type: none"> <li>• sealing is recommended to where all tread and riser boards meet the stair stringer</li> </ul>
balustrades and handrails	good
ceilings and cornices	good
walls	fair to good <ul style="list-style-type: none"> <li>• there is minor impact damage to the wall linings in one area</li> </ul>

<b>Roof Cavity</b>	
insulation	<ul style="list-style-type: none"> <li>• the roof cavity is insulated with fibreglass batts</li> </ul>
sarking	<ul style="list-style-type: none"> <li>• insulated sarking has been installed in the roof cavity</li> </ul>
roof construction	<ul style="list-style-type: none"> <li>• timber truss construction</li> </ul>
termites - roof void	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - roof void	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - roof void	<ul style="list-style-type: none"> <li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

<b>Interior/Main Dwelling</b>	
termites - interior	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - interior	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - interior	<ul style="list-style-type: none"> <li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

Inspection Items	
roof exterior	no significant defects <ul style="list-style-type: none"> <li>• metal deck roof covering</li> </ul>
gutters and downpipes	no significant defects
eaves, fascia and barge ends	no significant defects
wall construction exterior	no significant defects <ul style="list-style-type: none"> <li>• brick veneer, timber framed with fibrous cement and trimdeck metal cladding to the upper level</li> </ul>
doors and windows external	no significant defects
floor construction	no significant defects <ul style="list-style-type: none"> <li>• concrete slab to the ground floor, suspended timber to the upper level</li> <li>• there is no evidence that the floor has any significant defects, floor coverings prohibit a visual inspection so it is possible that some minor defects may be concealed</li> </ul>
driveway	no significant defects <ul style="list-style-type: none"> <li>• a condition has not been applied to the common driveway</li> </ul>
paths and paving	no significant defects <ul style="list-style-type: none"> <li>• some areas of paving are undulating due to natural ground movement, the areas should be monitored and rectified if trip hazards pose an issue for the occupants</li> </ul>
steps and stairs external	no significant defects
retaining walls	no significant defects
grounds	no significant defects
solar unit	<ul style="list-style-type: none"> <li>• solar panels have been installed; the solar installation is not included in this inspection therefore, we do not comment on any aspect of its operation. Where solar panels have been installed, we are unable to apply a condition to the area of roof covering beneath due to restricted access</li> </ul>
fences and gates	no significant defects <ul style="list-style-type: none"> <li>• vegetation and screening in some areas of the fence line limited our inspection. We were unable to determine the condition of the fencing in those areas</li> </ul>

Subfloor	
slab n/a	<ul style="list-style-type: none"> <li>• not applicable, slab on fill construction</li> </ul>

<b>Garage</b>	
description	<ul style="list-style-type: none"> <li>• double garage with internal access</li> </ul>
roof exterior	<p>good</p> <ul style="list-style-type: none"> <li>• corrugated metal roof covering</li> </ul>
gutters and downpipes	good
wall construction exterior	<p>good</p> <ul style="list-style-type: none"> <li>• brick construction</li> </ul>
floor construction	<p>fair to good</p> <ul style="list-style-type: none"> <li>• concrete slab construction</li> <li>• there are cracks in the concrete slab, however, we are of the opinion they are not structurally significant. Cracks need to be monitored over time to determine if any remedial action is required</li> </ul>
doors	<p>good</p> <ul style="list-style-type: none"> <li>• one panel lift door has been fitted</li> <li>• repairs or adjustment are required to the garage door to ensure smooth operation</li> </ul>
ceilings and cornices	<p>fair to good</p> <ul style="list-style-type: none"> <li>• there are water stains on the ceiling, electronic moisture meter testing and our visual inspection did not identify any current water leakage at the time of inspection. It is not possible to determine when the leakage occurred, and under what circumstances, or to eliminate the possibility of further leakage in the future, we recommend monitoring changes and consulting a suitably qualified expert if required</li> </ul>
doors and windows internal	good
termites - garage	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - garage	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - garage	<ul style="list-style-type: none"> <li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>
walls	<p>fair to good</p> <ul style="list-style-type: none"> <li>• there are imperfections to the wall lining from a previous installation</li> </ul>

<b>Deck</b>	
decking timbers	<p>fair to good</p> <ul style="list-style-type: none"> <li>• the deck substrate timbers could not be inspected because of the low clearance to the ground. However, our inspection indicated that there are no significant structural problems</li> <li>• oiling or staining may be a consideration</li> </ul>
deck support posts	<p>no condition has been applied</p> <ul style="list-style-type: none"> <li>• we were unable to inspect all areas of the deck substrate, therefore we cannot comment on the overall condition of posts that are not visible</li> </ul>
structural integrity	good
termites - deck pergola	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - deck pergola	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - deck pergola	<ul style="list-style-type: none"> <li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

Entrance Patio	
patio construction	<p>good</p> <ul style="list-style-type: none"> <li>• timber deck tiles</li> </ul>
drainage	<p>good</p> <ul style="list-style-type: none"> <li>• drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection</li> </ul>
termites - patio	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - patio	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - patio	<ul style="list-style-type: none"> <li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

## TIMBER PEST - OVERVIEW & RECOMMENDATIONS

Overall risk - pest	<ul style="list-style-type: none"> <li>considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is MODERATE to HIGH - we strongly recommend that regular inspections are undertaken</li> </ul>
Evidence of timber pests	<ul style="list-style-type: none"> <li>no evidence of active subterranean termites (live species) was found at the time of our inspection</li> </ul>
Evidence of a termite nest	<ul style="list-style-type: none"> <li>no, please read the report in full</li> </ul>
Evidence of a pest treatment	<ul style="list-style-type: none"> <li>we found a preventative treatment notice posted in the meter box</li> </ul>
Pest treatment required?	<ul style="list-style-type: none"> <li>considering there is no evidence of a pest treatment, we recommend that a regular pest management program in accordance with Australian Standard 3660.1 to prevent subterranean termites from infesting the property be implemented. A proactive approach to Timber Pest Management will offer the highest protection for the building. A management proposal can be obtained by contacting our office on 6288 0402, or please contact your regular inspector.</li> </ul>
We recommend pest inspections are conducted every:	<ul style="list-style-type: none"> <li>6 to 12 months</li> </ul>
Drainage and ventilation	<ul style="list-style-type: none"> <li>concrete slab construction - not applicable</li> </ul>
Mould	<ul style="list-style-type: none"> <li>mould was not observed at time of inspection</li> </ul> <p>Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported you should commission further investigation by a builder or an Industry Hygienist as its presence may indicate a water leak, wood decay or termites behind the wall or ceiling sheeting.</p>
Weep holes	<p><b>Were the weep holes clear allowing the free flow of air?</b></p> <ul style="list-style-type: none"> <li>not applicable, no weep holes have been installed</li> </ul> <p>Weep holes are small openings that allow water to drain from within an assembly. Weeps are located at the bottom of the building to allow for drainage. It is important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.</p>
Slab edge exposure	<p><b>Is the slab edge exposed?</b></p> <ul style="list-style-type: none"> <li>no, not applicable as construction is an infill slab</li> </ul> <p>Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may result in concealed timber damage.</p>

Termite shields (ant caps) cont.	<p><b>In our opinion the termite shields appear to be:</b></p> <ul style="list-style-type: none"> <li>not applicable, concrete slab construction</li> </ul> <p>Termite Shields should be in good order so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered or sealed with an approved sealant as per AS 3660 during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. Other physical shield systems are not visible to inspection and no comment is made on such systems.</p>
Hot water, air conditioning and water tanks	<p>Units that release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.</p> <p><b>Is there a need for work to be carried out?</b></p> <ul style="list-style-type: none"> <li>no - all units appear to be connected to a drain or piped away on the day of inspection</li> </ul>
General recommendations	<ul style="list-style-type: none"> <li>As this property is located in an area where subterranean timber pests are commonly found we strongly recommend that you have regular inspections carried out no later than every 6 - 12 months (or as specifically recommended above) to ensure that there is no termite activity present in your buildings and structures.</li> <li>Any untreated timbers in direct contact with the soil are very conducive to attack from subterranean termites. These should be removed and replaced with a material not conducive to attack such as brick, stone, concrete or treated timber.</li> <li>Large trees (particularly eucalypt variety) are regular nesting sites for the most common termite species found in our region. Trees on the property have been visually inspected up to a height of 2 metres, where possible and practicable for signs of termite activity. It is however, very difficult and generally impossible to locate a termite nest visually as they are underground and evidence in trees is usually well concealed. Drilling and testing of large trees is recommended to determine if they are harbouring a termite nest.</li> <li>Garden beds, mulch and foliage against the structure can create conditions that are highly conducive to timber pest attack. Clearing is recommended.</li> </ul>

It should be noted that if the risk factor specified in this report is considered to be high it is encouraging awareness that increased vigilance is warranted. Any recommendations regarding reducing conditions that are conducive to timber pests or frequency of inspections must be observed. If termite activity, active or latent, has been identified in this report, we strongly suggest an invasive inspection is carried out. To safeguard against potential timber pest attack, we recommend that a full inspection be undertaken every 6-12 months at a minimum or as specifically recommended above. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. A proactive approach will help ensure the ongoing protection of the property. Please call our office on 6288 0402 for advice and information or to arrange a customised schedule for this building or contact your regular inspector.

Plan No. (if applicable)	Description	Date of COU Approvals (Certificate of Occupancy)	Comments
B2019273/A+/B	townhouse & garage - building 1D - unit 24	04/05/2020	
	rear low level deck		• approval is not required

For any incomplete approvals please email [acbuildingconveynce@act.gov.au](mailto:acbuildingconveynce@act.gov.au) for further information on how to complete.

## COMPLIANCE REPORT NOTATION

**IMPORTANT NOTE** - We obtained a Building File from Access Canberra to complete this Compliance Report. This report relates to Building and Development approvals only. The building file may contain floor plans, elevations, Certificates of Occupancy & Use, index, survey reports, and drainage plans. Our report is based on examining these documents and conducting a visual inspection, focusing on compliance matters from the provided file. Please be aware that if plan details are unclear or compromised, we are not liable for any omissions or errors. Refer to more details about Compliance in our Scope & Limitations. For information regarding current dimensions and approvals you can visit: [planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

**EASEMENTS** - An easement is a section of land registered on your property which gives another party the right to access it for a specific purpose. An example is a section of the property that contains municipal services such as electricity, or drainage infrastructure. If a structure requires approval and is located on an easement the appropriate utility provider is consulted during the certification process and it is they who determine if an application for approval will be supported.

**TCCS, PLUMBING & ELECTRICAL APPROVAL** - If this report notes structures or alterations that require Transport Canberra & City Services (TCCS), Plumbing or Electrical Approval or cites plumbing and electrical additions and or alterations, please note that approval may have been granted, however, documentation is not provided in the building file. The Environment & Planning Directorate or the owner may have further information.

**DEVELOPMENT APPROVAL** - If this report identifies structures that require Development Approval, information relating to the status of Development Approvals will be shown on the Lease Conveyancing Enquiry provided by the solicitor. This will be included in the Conveyancing Contract for Sale. The status of a pending Development Approval is not contained within the building file we receive.

**SWIMMING POOLS & SPAS** - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

**EXTENSIONS** - Where an extension or addition has been made to a property, it can create a potential gap or discontinuity in the termite barrier system. This gap occurs between the original structure and the new addition. Termite barriers are critical in aiding the prevention of undetected subterranean termites from entering the dwelling, and any interruption in the barrier can compromise its effectiveness. We are unable to report on the existence, condition or continuity of the termite barrier system between the existing dwelling and additions or alterations.

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity and subfloor inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe temperatures, which when applicable, will limit the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions. Only structures, fences and/or trees within 30m of the building but within the property boundaries were inspected. No inspection was made, and no report is submitted with respect to inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, wall linings etc. Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case. Please note where a complete inspection of any area was not possible, timber pest activity and/or damage may exist in these areas. Prior to making any critical decisions, further inspections are strongly recommended to areas where reasonable access is unavailable, obstructed or restricted or a high risk of possible timber pests and /or damage exists.

24/45 Negus Crescent Watson	
Area	Restrictions
<b>INTERIOR</b>	access during inspection of the interior of the property was restricted by: - furniture and stored goods including in cupboards and under sink units - window treatments and floor coverings
<b>SUBFLOOR</b>	there is no subfloor, the dwelling is constructed on a concrete slab
<b>ROOF CAVITY</b>	our inspection of the roof cavity was restricted by: - low clearances - insulation covering the ceiling framing - sarking and duct work
<b>ROOF EXTERIOR</b>	roof exterior: - safe access considerations required a top of ladder inspection for some areas and ground level inspection for the height restricted areas
<b>GROUND &amp; EXTERNAL STRUCTURES</b>	access to the inspection of grounds/external structures was restricted by: - access to some external structures is restricted by the neighbouring property - vegetation restricted visual inspection to some areas

## WARRANTY & USE OF OUR REPORTS

This report is **intended to be read in its entirety**. The report is written solely for the use and benefit of:

The Client named in this report

The Purchaser of the property

No liability or responsibility in contract or tort or statute is accepted to any Other Party who may rely on the report wholly or in part. Any Other Party acting or relying on this report, wholly or in part, does so at their own risk. Additionally, no liability or responsibility will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

No liability shall be accepted on account of failure of the report to notify any termite activity and/ or damage present at or prior to the date of the report in any areas of the subject property physically inaccessible, or to which access for inspection is denied by or to the Inspector including but not limited to any areas so specified by the Report. Furthermore, we do not assume liability for any omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representative. The report is only an opinion of Residential Reports and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.



Before the property exchange, you will have the opportunity to attend a pre-settlement inspection to conduct your due diligence. Carefully consider the building's age and its impact on elements like windows, doors, and cupboards. Our inspectors do not assess ongoing maintenance, and as such you or your representative should personally appraise relevant building elements. If it is claimed that there is an omission relating to this report, Residential Reports must be notified in writing before any action is taken. No liability shall be accepted where any costs (including for remedial action or professional advice) are incurred by the claimant prior to Residential Reports receiving written notification along with evidence of the defect or omission, being given a reasonable opportunity to re-inspect the property, obtain professional advice and propose a resolution or arrange for rectification work to be undertaken. Unless costs are specified and agreed to in writing, no liability will be accepted. No liability shall be accepted for any costs incurred in excess of the reasonable costs required to rectify the defect or omission claimed. ***This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If you have questions or do not understand any part of this document and require clarification, please contact us prior to acting on this report. Copyright remains with Residential Reports, the report content, style and presentation is not to be copied or reproduced without written authority of the Company.***

## SCOPE & LIMITATIONS OF OUR INSPECTION

This report has been prepared as a result of a largely **VISUAL INSPECTION ONLY** with limited operational testing conducted as required by Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of Buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (see Safety and Reasonable Access) and visible to the inspector at the time of inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit. You must read the entire report and Scope & Limitations sections before reaching any conclusions regarding our opinion of the property's condition. Any person relying on this report acknowledges the following clauses, which define the Scope and Limitations of the inspection and form an integral part of the report.

## LIMITATION OF LIABILITY

This report is valid on the date of inspection. Responsibility is not accepted for any matter that is not evident, or, for any deterioration of the property that occurs after the date of the inspection. The inspection is a visual assessment only.

The operation/working condition of limited features may have been commented on during the course of our inspection. Operational testing is limited, where testing occurs and a defect is identified, this defect may be noted in the Report if it is a major defect and may be investigated further to provide more detail. However, this does not impose on the inspector any further obligation to test each same item, nor does it impose an obligation to make note if in the inspector's reasonable view, the defect is not a major defect. There is no guarantee

that items referenced will operate as intended at a later date. Prior to purchase, the purchaser must conduct their own due diligence most particularly where defects have been documented in this report so that they are able to quantify the extent and cost of required remedial action. The Purchaser acknowledges that they should not solely rely on this Report as to the exact condition of the property and that they should obtain independent advice from a qualified technician relative to required remedial actions.

Concealed areas are not reported on. Concealed defects may include, but are not limited to:

- Breakage, blockage or interference with concealed pipes, concealed window and door mechanisms
- Defective service installations
- Any part of the structure which is underground or concealed e.g. footings, wall and ceiling framing, concealed floor structures
- Areas concealed by furnishings, fixtures and fittings or stored goods, low clearances or where safe access is not possible.

Responsibility is not accepted for defects which are latent or otherwise not reasonably detected in a visual inspection without interference with, removal or breaking apart of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building. The inspector notes that some defects may be concealed, obstructed and/or inaccessible at the time of the inspection. The reader should be aware that various features of the property such as large and heavy furniture, as well as electrical goods including washing machines and fridges may obstruct the view of the inspector and/or make possible defects inaccessible such that their visibility to the inspector is limited and they may not be identified. The Purchaser acknowledges that Residential Reports will not accept any liability for concealed, obstructed and/or inaccessible defects that the inspector does not identify.



## EXCLUSION OF ITEMS FROM INSPECTION

AS 4349.1 – 2007 excludes reporting of the following items: Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air-conditioning, automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings, except external protective coatings, health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie-downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators, soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings/sidings, landscaping, rubbish, floor covers, furniture and accessories, stored items, insulation, environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), energy efficiency, lighting efficiency.

## WHAT THE INSPECTOR EXAMINES TO PREPARE A PROPERTY REPORT...

### ...AND IMPORTANT NOTES ABOUT THESE AREAS

The following outlines aspects of the property that can be examined through visual inspection, derived from the Australian Standard AS4349.1–2007. Comments are generally provided only if significant issues are found. The inspector didn't move or remove any coverings or furnishings, which could hide defects. Damage to concealed structures or pest activity may not be visible due to foliage or other obstructions. This report is a guide for potential buyers and should complement your own inspection and due diligence. Some aspects are subjective, so consider factors like presentation, past maintenance, and construction age when forming opinions.

**DOORS & DOOR FRAMES** - Defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage.

**EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES** - Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends. Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. It is important to note that a visual inspection of the roof covering may not identify roof leakages. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the building envelope. Roof drainage and the stormwater systems are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

**EXTERNAL WALLS & NON-STRUCTURAL RETAINING WALLS** - Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpend, decay. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

**FENCES & GATES** - Palings/panels, rails, posts, sagging, timber decay (rot).

**FLOORS** - **TIMBER**: Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations – significant, dampness/water damage; **CONCRETE**: cracking, out of level – significant; **HARD FLOORING**: cracking, loose or drummy units, dampness/water damage

**INTERNAL ROOF SPACE** - Framing, insulation, sarking, party walls (if applicable). Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

**KITCHEN** - Fit out, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.

**PAINTWORK** - The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored, and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred. The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

**PATHS, PAVING & DRIVEWAY** - Cracking, movement, uplifting, sinking, alignment, roof penetration.

**SPECIAL PURPOSE REPORTS** - Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

**STAIRCASES** - Stringers, handrails, balustrades, newel posts, treads (goings), risers

**SUB FLOOR** - Dampness, debris, drainage, ventilation, cracked or leaking pipes; **TIMBER CONSTRUCTION**: bearers & joists, framing, piers/stumps; **SUSPENDED CONCRETE FLOOR CONSTRUCTION**: concrete condition, cracking. If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which are common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem. Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in “heaving” of the foundations adjacent to the garden. When watering close to the building you should avoid ‘pooling’ of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings and damage can cause major structural problems, resulting in costly repairs.

#### **HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:**

- Water gardens evenly close to the building and do not over water
- Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
- Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
- Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
- Garden beds should not be located against the house

**TIMBER PESTS** - Our visual inspection is undertaken to identify the following timber pests: Subterranean termites, Borers, Timber decay (rot) fungi. Where applicable and where there is reasonable access, the following areas are examined: interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks, structures, fences and trees within 30m of the building within the boundaries of the property. Water leaks: especially in the subfloor or against external walls e.g. leaking taps, roofs or down pipes, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed timber pest attack. Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be immediately carried out. Where the evidence of termite workings (including dormant mud leads) was found in the grounds or the building(s) then the risk of a further attack is very high. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the grounds and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. In situations where visual evidence of termite activity or damage is reported, but no live termites were observed during the inspection, it's important to recognise that termites might still be active in the immediate vicinity, potentially causing further damage. Determining whether the infestation is active or inactive requires multiple inspections over time, as various factors, such as prior disturbances, climatic conditions, or the termites finding an alternative food source, can influence their presence during a single inspection. To safeguard against potential termite-related issues, we recommend continued, regular inspections. **An invasive inspection is also an option for a more comprehensive assessment. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. This proactive approach will help ensure the ongoing protection of the property against potential termite threats. Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.**

**WALL CONSTRUCTION** - Distortion (significant), nail popping, defective lining, dampness/water damage, cracking, defective or damaged plaster/render. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

**WATERPROOFING - A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF.** Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements. Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

- Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a watertight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.
- Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed.

**WET AREAS** - Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass. If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

**WINDOWS** - Putty/glazing sealant, broken glass, rotting frames (timber), corrosion (metal), sills, fittings/hardware, damage. In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. A visual inspection cannot provide a guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.



## SAFETY & REASONABLE ACCESS

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers." Reasonable access is determined in accordance with the provisions of the following WHS requirements;

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	VERTICAL CLEARANCE - Timber Floor: 400* Concrete Floor: 500	Height
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

\* To underside of bearer, joist or other obstruction to access.

### ROOF COVER INSPECTION

Work Health and Safety requirements determine that an inspector accessing a roof cover must be protected by harnessed safety lines and or edge protection. These safety measures are not practical during a presale inspection, therefore, this report is restricted to a "top-of-ladder" inspection. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

### CEILING CAVITY INSPECTION

Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of-sight. Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available. This report is not a guarantee that defects and/or damage do not exist in inaccessible areas.

### WORK HEALTH & SAFETY ACT 2011

A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011. The owners of workplaces must ensure that:

- Premises are safe and without risk
- Plant and substances are used without risk
- Workers are trained in WHS, are aware of their obligations and do, in fact, act in a safe manner

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

### SAFE WORKING TEMPERATURES FOR THE INSPECTOR

When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to WHS guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector determines that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

## PROPERTY REPORT

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects; the presence or absence of timber pests; gas fittings; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns, fire protection; site drainage (apart from surface water drainage). The operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work; durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram, or any other document prepared by any statutory authority or other party. Stock images in the report are for presentation purposes only and are not images of the subject property.

**PURPOSE OF THE REPORT** - The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis, swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

**CONCEALED SURFACES** - The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

**WATER PENETRATION & ROOF DRAINAGE** - Some water penetration problems and/or dampness within a building do not become apparent and may not be detected unless there has been recent heavy rain or prolonged periods of rain. If moisture has been identified by the inspector using electronic testing equipment, then it will be noted in the report. Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this may be evidence that the roof and or drainage system has previously leaked. We recommend that you contact a suitably qualified roofing expert to discuss the probability of ongoing water leakages in the building. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

**FIRE PROTECTION EQUIPMENT & ORDINANCE REQUIREMENTS** - These are not covered by this report and these matters should be checked with the statutory authority. Any fire protection equipment has not been tested, e.g. smoke detectors etc.

**HAZARDOUS MATERIALS & CONTAMINATION** - Our inspection and report does not cover any hazardous materials or prior use of the land and building or any chemicals applied to land and buildings, which may have caused contamination.

**RETAINING WALLS & STRUCTURAL COLUMNS** - We are not engineers. Comment in respect of large and/or structural retaining walls and columns are beyond the scope of this report. It is not possible to determine from a visual inspection whether a retaining wall or column has been built in accordance with sound engineering principles and, even if it has, whether it is or will remain sound. An engineer should be consulted in any case where there are large, or structural, retaining walls, columns or similar building elements.

**INTERNAL WALLS & CEILINGS** - Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Repairation is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

**CRACKING/SETTLEMENT/MOVEMENT & STRUCTURAL INTEGRITY** - Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

**ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS** - We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic means. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only. You should satisfy yourself as to the operation and condition of any appliances or other installations. Any comments made in this regard are from general observation only. There has been no electrical, data, security or fire detection system testing or investigation.

**PLUMBING & DRAINAGE** - We are not licensed plumbers and a specialist inspection of the water service, plumbing and drainage system including roof drainage is excluded from this report. We recommend an inspection by a licensed plumber and drainer to identify any plumbing faults or drainage problems.

**TIMBER PESTS** - If this report does not include one, we strongly recommend that an independent inspection and report be obtained from an accredited Pest Inspector to determine whether the property is free from infestation (whether active or dormant).

**BOUNDARIES** - Unless otherwise stated, the inspector has not gained access to any neighbouring properties and is therefore unable to comment upon the external state of any boundary fences and walls. The common areas of unit developments are not inspected. Any comments made in relation to common areas are strictly observational.

**RURAL PROPERTY INSPECTION** - This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

**AREAS AND DIMENSIONS** - Whilst every care has been taken to accurately quantify dimensions referenced in this report, we accept no responsibility for inaccuracies as supplying this information exceeds the requirements of a standard building inspection as per Australian Standard 4349.1-2007. In many instances scale plans are not available and therefore the reader should not rely on this report when making critical decisions relating to dimensions.

**ELEVATED STRUCTURES** - Where reference has been made in this report to an elevated structure such as a deck balcony or veranda, it is important to note that we are not Structural Engineers and accordingly our advice is limited. Any opinion relating to structural integrity is relative to weight loadings typical of a normal household event. Prior to loading the structure beyond normal, which may occur at a larger gathering, we recommend that professional advice be obtained to determine that the structure will safely cope with the weight loading. Additionally, the structure should be regularly inspected to ensure that structural integrity is maintained.

**SPECIAL PURPOSE REPORTS** - This Property Report does not contain any assessment or opinion in relation to any item which is the subject of a Special Purpose Property Report, or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: common property areas, environmental concerns such as sunlight, privacy, streetscape and views, proximity of property to flight paths, railways and busy traffic or other neighbourhood issues; noise levels; WHS issues including, but not limited to the presence of asbestos, lead or other hazardous materials; heritage concerns; security or fire protection systems; climate control or water heating systems; analysis of site drainage apart from surface water drainage; swimming pools and spas; detection and identification of illegal and unauthorised plumbing work; durability of exposed finishes.

## COMPLIANCE REPORT

The information within this report relies on the plans, survey reports, certificates of occupancy and other relevant documents supplied by the Environment & Planning Directorate (EPD), the appropriate local council or Directorate, the client or their agent. Our company or its employees are not responsible for any omissions or errors where incomplete, inaccurate or illegible information is supplied. It is the responsibility of the property owner to resolve any file discrepancies with the relevant authority. Documentation of any plumbing or electrical alterations is not included in the building file. If required, this documentation can be obtained by the title holder from the relevant utilities provider. If the subject property features a second driveway or verge crossing, Transport Canberra & City Services approval may be required. This information is not supplied in the building conveyancing file. If this report confirms that certification is 'pending' for an unapproved structure, it is important that you are aware that this process can take weeks and involve more than one agency including but not limited to the Environment & Planning Directorate, Icon & Transport Canberra & City Services. Whilst it is rare, in some instances throughout the approvals process an application may be rejected. The Compliance Report relies on documentation provided in the Building File. Residential Reports Inspectors are not Building Surveyors. Certifications included in the file are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing a Certificate of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing improvements on the subject property are in strict accordance with approved plans. There may be variations in design, features and dimensions that conflict with each other. Additionally, there is no guarantee given that improvements are in accordance with the current Building Code of Australia. In most circumstances, there is no requirement to upgrade specifications to the current Building Code.

**SWIMMING POOLS & SPAS** - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

## TIMBER PEST REPORT

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and timber pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (*Hylotrupes bujulus* Linnaeus) are excluded from the inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.

**TERMITE RECOMMENDATIONS** - Where evidence of termite activity or workings was found in any structure then the risk to buildings is very high and the risk of further attack is also high. A treatment to eradicate the termites and to protect the building(s) should be carried out. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not.



Where visual evidence of termite workings and/or damage is reported but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with the standard to be carried out immediately to reduce the risk of further attack.

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings is very high.

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was most likely carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

**BORER RECOMMENDATIONS** - Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection. If borers are identified replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active. A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required. The *Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required. *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain, and the treatment may need to be carried out each year for up to three years.

**HIGH MOISTURE READINGS, DRAINAGE & VENTILATION** - High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay. If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

If drainage is considered inadequate, a plumber or other building expert should be consulted, and remedial measures should be taken. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

**INFILL AND CONCRETE SLABS** - Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry. A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to conceal their entry into the property. Termites can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and is not exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person such as a Builder, Certifier or Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections

in accordance with AS 3660.2. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2. Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

**TIMBER (FUNGAL) DECAY** - We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement.

**DETERMINING EXTENT OF DAMAGE** - This Report is NOT a structural damage report. You agree that we are not responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexperienced opinion provided with respect to timber damage cannot be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage WE STRONGLY RECOMMEND an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

**MOULD** - Mould (also referred to as Mildew and non-wood decay fungi) is not considered a Timber Pest. This report does not extensively cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould, then you should seek advice from your local State or Commonwealth Government Health Department expert.

## IMPORTANT INFORMATION

This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report and may use such failure in defence of any claim that you may later make against any of them.

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity which may only be revealed when the items are moved. Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed. Poor subfloor drainage increases the likelihood of termite attack. If the risk factor stated in this report is high, this is the opinion of the inspector and should encourage awareness that increased vigilance is warranted and that recommendations for the reduction of unfavourable conditions that increase the chances of termite activity must be strictly observed. It is strongly recommended that a comprehensive timber pest inspection by a qualified timber pest inspector is undertaken every 6-12 months (or more frequently if specified in the report). Regular inspections DO NOT prevent timber pest attack. Regular inspections increase the chance of the early detection of timber pest activity thereby limiting the structural damage that may occur. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

## RESOURCE LIBRARY

Where reference is made to the Residential Reports Resource library, [you may access this content by clicking here.](#)

## QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (This is known as mandatory energy efficiency disclosure.)
- The EER forms part of the Sale Contract and must be published in all advertising material.
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home.
- The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:

One is for established homes  
(1st Generation Software)

One is for new homes  
(2nd Generation Software)

**Residential Reports (and all other companies preparing reports for the sale of a property on an existing Canberra home that has been previously occupied) are required to use 1st Generation Software.**

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances IS NOT considered in the application of 1st generation software when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

## WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

## WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are now being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:

1st generation software rates to 6 stars

2nd generation software may rate up to 10 stars

- ACT Legislation currently PROHIBITS Inspectors from assuming insulation values which may have been the case previously. Documented proof or visual sighting is now required to verify the existence and rating of insulation.

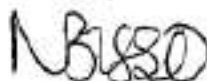
Your Energy Rating is calculated using software approved by the ACT Government.

**Certificate of Currency**

---

<b>Policy Number</b>	BP20200022		
<b>Item 1 The Insured:</b>	Residential Reports Pty Ltd		
<b>Item 2 Address:</b>	35 Poynton Street HUGHES ACT 2805		
<b>Item 3 Professional Services covered by this policy:</b>	Pre Purchase Building Inspections (AS4349.1) Special Purpose Building Inspections Energy Rating Reports Urban Pest Management Termite Management including inspections - existing buildings and structures (AS3880.2) Timber Pest Inspections (AS4349.3)		
<b>Item 4 Description of the Policy:</b>	Professional Indemnity & Broadform Liability (CGU PIB 03-17)		
<b>Item 5 Period of Insurance:</b>	From	20/07/2025	To 4.00 pm on 20/07/2026
<b>Item 6 Particulars of Risk:</b>	<b><u>Civil Liability Professional Indemnity</u></b>		
6.1 The Policy Limit is	\$5,000,000	which includes all policy sections	
6.2 The Policy Excess is	\$20,000		
6.3 The Retroactive Date is	20/07/2020		
<b><u>Public Liability</u></b>			
6.4 Sum Insured	\$20,000,000		
6.5 Excess	\$2,500		
<b>Date and Place of Issue</b>	21/07/2025 Melbourne, Victoria		

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

# FirstRate Report



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

**Name:** S Sheikhar & T-A O'Quinn **Ref No:** 46814

**House Title:** Unit 24, Block 36, Section 64 **Date:** 05-05-2026

**Address:** Unit 24 of 45 Negus Crescent  
Watson 2602

**Reference:** C:\REPORTS\...\NEGUS CRESCENT WATSON 24 OF 45

## 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	24											
Potential	32											

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

### Design options

### Additional points

Change curtain to

Heavy Drapes & Pelmets

9

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Unit 24, Block 36, Section 64, Unit 24 of 45 Negus Crescent, Watson**

Assessor's Name: Lindsay Collison

			Points			
Feature			Winter	Summer	Total	
<b>CEILING</b>			<b>14</b>	<b>0</b>	<b>14</b>	
Surface Area:	3	Insulation:	12			
<b>WALL</b>			<b>1</b>	<b>-2</b>	<b>-1</b>	
Surface Area:	-3	Insulation:	6	Mass:	-4	
<b>FLOOR</b>			<b>13</b>	<b>-1</b>	<b>12</b>	
Surface Area:	-2	Insulation:	7	Mass:	6	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>			<b>3</b>	<b>0</b>	<b>3</b>	
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	31 %			
Exhaust Fans	20 %	Doors	36 %			
Down Lights	0 %	Gaps (around frames)	12 %			
<b>DESIGN FEATURES</b>			<b>0</b>	<b>1</b>	<b>1</b>	
Cross Ventilation	1					
<b>ROOF GLAZING</b>			<b>0</b>	<b>0</b>	<b>0</b>	
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>			<b>3</b>	<b>-19</b>	<b>-16</b>	
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>SSE</b>	6	5%	-7	3	-2	-6
<b>WSW</b>	5	4%	-3	2	-2	-3
<b>NNW</b>	17	14%	-18	27	-15	-7
<b>Total</b>	27	23%	-29	32	-19	-16

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

The contribution of heavyweight materials to the window score is 5 points

		Winter	Summer	Total
<b>RATING</b>	<b>★ ★ ★ ★ ★ ★</b>	<b>34</b>	<b>-21</b>	<b>24*</b>

\* includes 11 points from Area Adjustment

# Detailed House Data

## House Details

ClientName S Sheikhar & T-A O'Quinn  
HouseTitle Unit 24, Block 36, Section 64  
StreetAddress Unit 24 of 45 Negus Crescent  
Suburb Watson  
Postcode 2602  
AssessorName Lindsay Collison  
FileCreated 05-05-2026  
Comments

## Climate Details

State  
Town Canberra  
Postcode 2600  
Zone 24

## Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.0	4.0m <sup>2</sup>
2	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R1.0	59.3m <sup>2</sup>
3	Timber	Enclosed	No	No	No	Carp	R4.0	9.4m <sup>2</sup>
4	Timber	NA	Yes	No	No	Tiles	R4.0	14.3m <sup>2</sup>
5	Timber	NA	Yes	No	No	Carp	R4.0	38.3m <sup>2</sup>

## Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	8.2m	2.7m
2	Framed: FC Sheet Clad	No	R4.0	7.5m	2.7m
3	Weatherboard	No	R2.0	6.6m	2.7m
4	Framed: FC Sheet Clad	Yes	R0.0	11.9m	2.7m
5	Framed: Metal Clad	No	R2.0	2.9m	2.7m
6	Framed: FC Sheet Clad	Yes	R0.0	10.4m	2.6m
7	Framed: FC Sheet Clad	No	R2.0	23.6m	2.6m

## Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R7.2	72.7m <sup>2</sup>

## Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SSE	2.1m	1.2m	No	SGT	TIMB	NC	No	2.0m	2.0m	0.1m
2	NNW	1.8m	2.0m	No	DG	ALIMPR	HD	No	0.6m	0.6m	0.4m
3	NNW	2.1m	3.6m	No	DG	ALIMPR	HD	No	0.6m	0.6m	0.4m
4	WSW	1.8m	0.6m	No	DG	ALIMPR	VE	No	0.0m	0.0m	0.0m
5	WSW	1.8m	0.6m	No	DG	ALIMPR	VE	No	0.0m	0.0m	0.0m
6	WSW	1.0m	0.6m	Yes	DGT	ALIMPR	VE	No	1.2m	1.2m	0.0m
7	SSE	1.2m	3.0m	No	DG	TIMB	HD	No	0.0m	0.0m	0.0m
8	WSW	1.2m	1.5m	Yes	DGT	ALIMPR	VE	No	0.0m	0.0m	0.0m
9	NNW	1.5m	1.8m	No	DG	ALIMPR	VE	No	0.0m	0.0m	0.0m
10	NNW	1.5m	1.8m	No	DG	ALIMPR	VE	No	0.0m	0.0m	0.0m

## Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	SSE	2.1m	1.2m	0.0m	0.0m	0.0m	0.0m	1.9m	0.9m	3.1m	0.5m
2	NNW	1.8m	2.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.0m	0.2m



## Rater Comments

### House Details

ClientName	S Sheikhar & T-A O'Quinn
HouseTitle	Unit 24, Block 36, Section 64
StreetAddress	Unit 24 of 45 Negus Crescent
Suburb	Watson
Postcode	2602
AssessorName	Lindsay Collison
FileCreated	05-05-2026

### Rater Comments

#### MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

#### DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

#### DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

#### WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.



## CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) If yes, is there a building file with approvals on it?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there any record of incomplete building work on the building file? If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**If available, copies of the following documents are provided:**

• Certificate/s of Occupancy and Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Survey Certificates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Unit Plan/Unit Entitlements (if property is unit titled)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Approved Building Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Ex- government Building Plans*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**If requested:**

• Drainage Plan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------	-------------------------------------	--------------------------

### ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

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) on the premises. For more information go to the Asbestos Awareness Website –

[www.asbestos.act.gov.au](http://www.asbestos.act.gov.au)

**Please note:** Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from [ACEPDcustomerservices@act.gov.au](mailto:ACEPDcustomerservices@act.gov.au).

**Please Note:** Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

\*Ex Government plans: Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

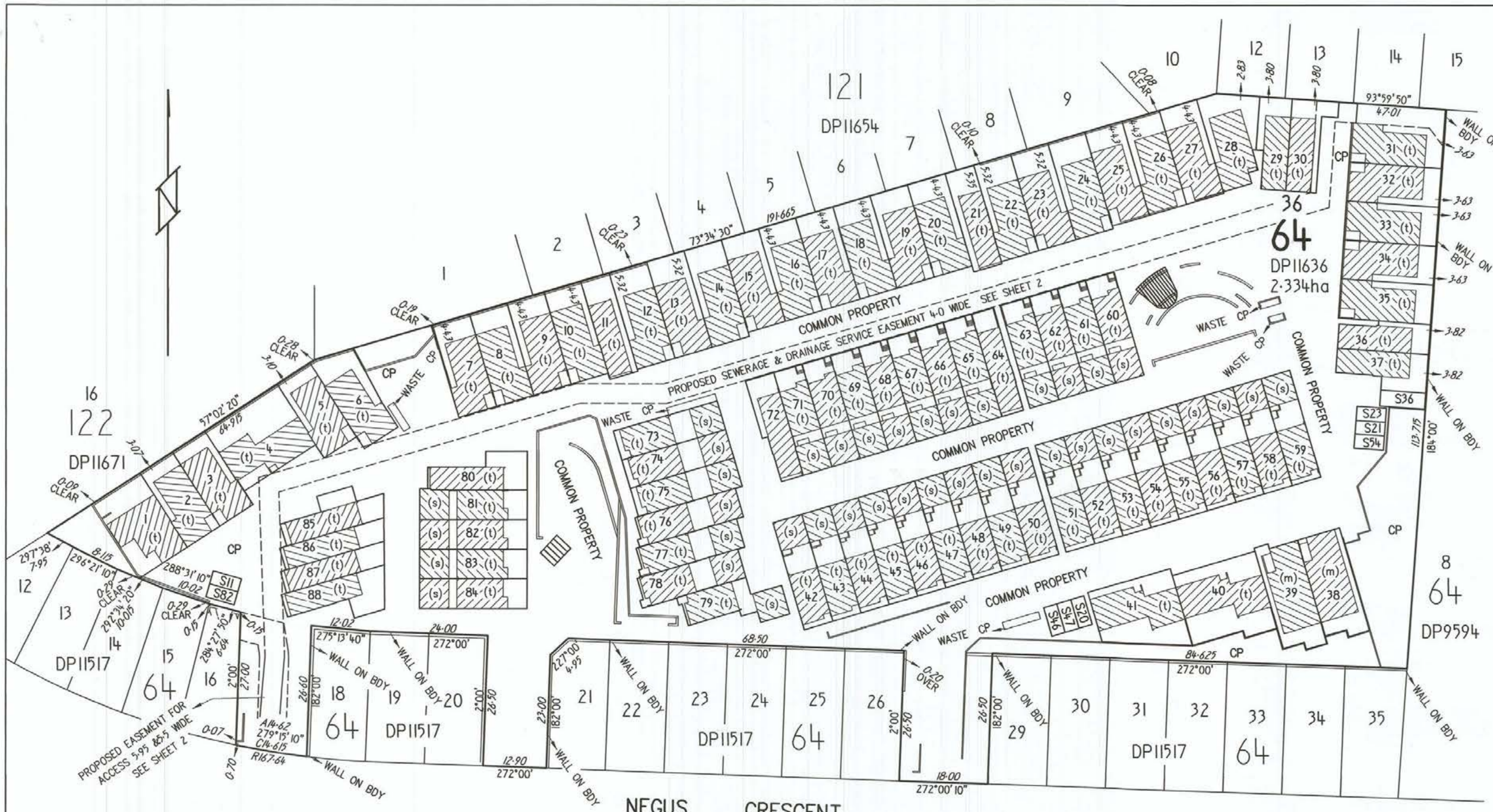
Search officer comments (if any?)

Search officer initials: Lisa

Cost of application: \$ 144.79

Date completed:

04/05/2026



<b>LAND TITLES</b>	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. .... 1 ..... of .... 24 .....	
<b>SITE PLAN</b>	
LAND DETAILS	
Block	36
Section	64
Division	Watson
Deposited Plan Number	11636
Volume/Folio	2402:13
Class of Units (A or B)	B

*Handwritten:*  
 Xi He  
 AKORA RESIDENCES  
 610 083 586  
 Sole Director

(m) DENOTES THREE STOREY BRICK & METAL  
 (t) DENOTES TWO STOREY BRICK & METAL  
 (s) DENOTES SINGLE STOREY BRICK & METAL  
 CP DENOTES COMMON PROPERTY



Graphic bar scale - SCALE 1:600

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

**SURVEYORS DECLARATION**  
 I, Scott David McNiven of Unit 12 Torrens Place, Torrens ACT 2607  
 A surveyor registered under the Surveyors Act 2007, hereby certify that:  
 1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 7/5/20  
 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 of Registered Surveyor*  
 Signature of Registered Surveyor  
 Dated 7/5/20

**CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.**  
 3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.  
 OR  
 3 (a), (b), (c)  
 a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;  
 b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and  
 c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.  
 1st Floor 182/200 City Walk , Canberra City 2601  
 Address for Service of Notice  
 LJ Hooker Strata  
 Name of Manager / Owners Corporation

Signature of Lessee  
*Signature of Lyn Tankey*  
 Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority  
 5 June 2020 5 July 2020  
 APPROVED UNDER THE UNIT TITLES ACT 2001,  
 AS THE UNITS PLAN FOR THE SUBDIVISION  
 OF THE ABOVE MENTIONED PARCEL OF LAND

*Signature of David Pryce*  
 David Pryce  
 Registrar-General  
 15 JUN 2020

**UNITS PLAN No.**

11999

XUP 22003



SUE

Form 078

## SCHEDULE OF UNIT ENTITLEMENTS

## 1. LAND

District/Division	Section	Block	Unit Plan No
Watson / Canberra Central	64	36	11999

## 2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	126		3000	763
2	113		3000	764
3	113		3000	765
4	129		3000	766
5	113		3000	767
6	113		3000	768
7	113		3000	769
8	113		2000	770
9	113		3000	771
10	113		2000	772
11	103	1	3000	773
12	113		3000	774
13	113		3000	775
14	113		3000	776
15	113		2000	777
16	113		3000	778
17	113		3000	779
18	113		3000	780
19	113		3000	781
20	115	1	2000	782
21	103	1	3000	783
22	113		3000	784
23	115	1	3000	785
24	113		3000	786
25	132		3000	787

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

3000

762

Xi He  
 AURA RESIDENCES  
 610 083 586  
 Sole Director

Signature of Lessee

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

Dated Fifth this day of July June 2020

*Lyn Tankey*  
 Lyn Tankey

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
Watson / Canberra Central	64	36	11999

## 2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	132		2000	789
27	132		3000	789
28	113		3000	790
29	92		3000	791
30	92		3000	792
31	132		2000	793
32	132		3000	794
33	132		3000	795
34	132		3000	796
35	132		3000	797
36	91	1	3000	798
37	91		3000	799
38	143		3000	800
39	143		3000	801
40	129		3000	802
41	129		3000	803
42	115		3000	804
43	115		3000	805
44	115		3000	806
45	115		3000	807
46	116	1	3000	808
47	116	1	3000	809
48	115		3000	810
49	115		3000	811
50	115		3000	812

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

3000

762

Signature of Lessee

XI HE  
AKORA RESIDENCES  
610083586  
SOLE DIRECTOR

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

Dated Fifth this day of June 2020

Lyn Tankey

Delegate of the Authority/Executive

David Pryce  
Registrar-General

Deputy Registrar-General





**SUE**  
Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District/Division	Section	Block	Unit Plan No
Watson / Canberra Central	64	36	11999

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	115		3000	813
52	115		3000	817
53	115		3000	815
54	116	1	3000	816
55	115		3000	817
56	115		3000	818
57	115		3000	817
58	115		3000	820
59	115		3000	821
60	107		3000	822
61	107		3000	822
62	107		3000	824
63	107		3000	825
64	92		3000	826
65	107		3000	827
66	107		3000	828
67	107		3000	827
68	107		3000	830
69	107		3000	831
70	107		3000	832
71	107		3000	833
72	92		3000	834
73	117		3000	835
74	117		3000	836
75	117		3000	837

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
3000	762

Xi the  
AYOLA RESIDENCES  
610083 586

*[Handwritten Signature]*

SOLE DIRECTOR

Signature of Lessee

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

Dated Fifth this day of June 2020

*[Handwritten Signature]*  
Lyn Tankey

Delegate of the Authority/Executive



David Pryce  
Registrar-General



Deputy Registrar-General





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

Sheet No. 9 of 24

**FLOOR PLAN**  
Block  
36  
Section  
64  
Division  
Watson

FLOOR NUMBER  
Ground

*[Handwritten Signature]*  
X: the  
AKORA RESIDENCES  
610 083 586  
SOLE DIRECTOR

8  
64  
DP9594

Signature of Lessee

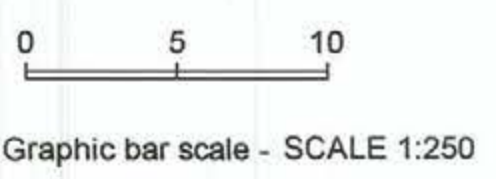
*[Handwritten Signature]*  
Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

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

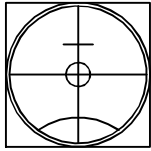
UNITS PLAN No.  
11999

- ① 253°34'30" 0.10
- ② 73°34'30" 0.10

- CS DENOTES CARSPACE
- (t) DENOTES TWO STOREY BRICK & METAL
- (s) DENOTES SINGLE STOREY BRICK & METAL
- DENOTES CENTRE 0.27 WIDE WALL
- # DENOTES BOUNDARY ON FACE WALL
- (a) DENOTES UNIT IS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANG OF ADJOINING UNIT



Form 3  
Form 091 - FP



BANYAN CONSTRUCTION

OUR REF: 18397

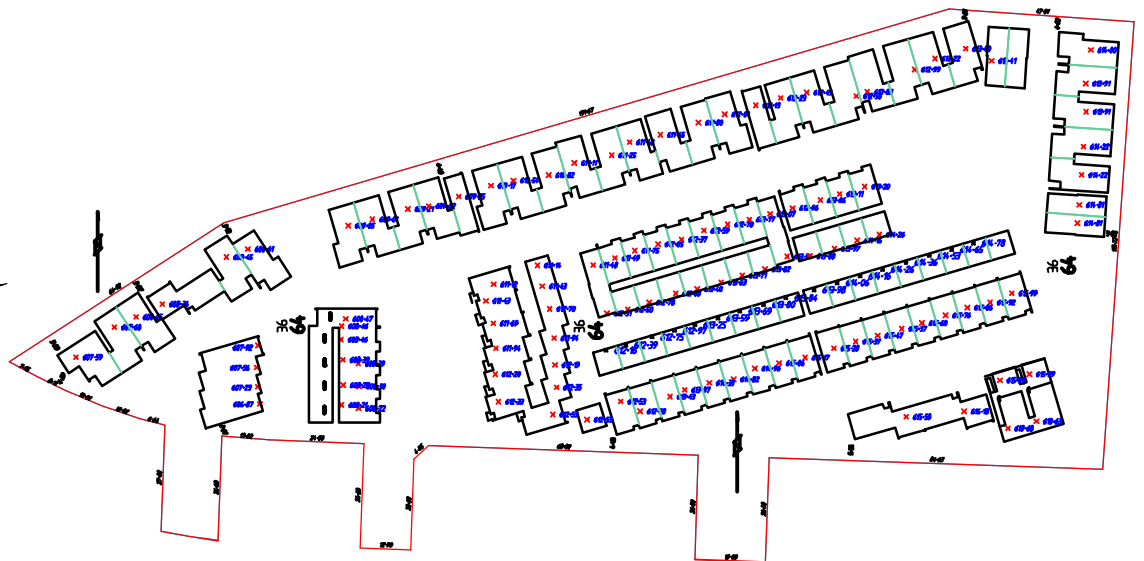
Dear Sir,

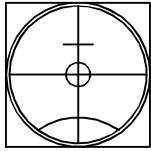
As instructed by you, we have surveyed for identification purposes only, the land being Block 36, Section 64, Watson, with a frontage to Negus Crescent, Watson, in the District of Canberra Central of the Australian Capital Territory

- The subject land is shown by red edging on the diagram.
- Easements for services affects the subject land.
- Standing upon and wholly within the boundaries of the subject land are the brick foundations of a unit complex under construction.
- The relationship of the brick foundations with respect to the boundaries is as indicated on the diagram.
- This survey report is with respect to the brick foundations only.
- This survey report is for the purpose of obtaining a Building Certificate only and should not be used to set out future additions.

Yours Faithfully

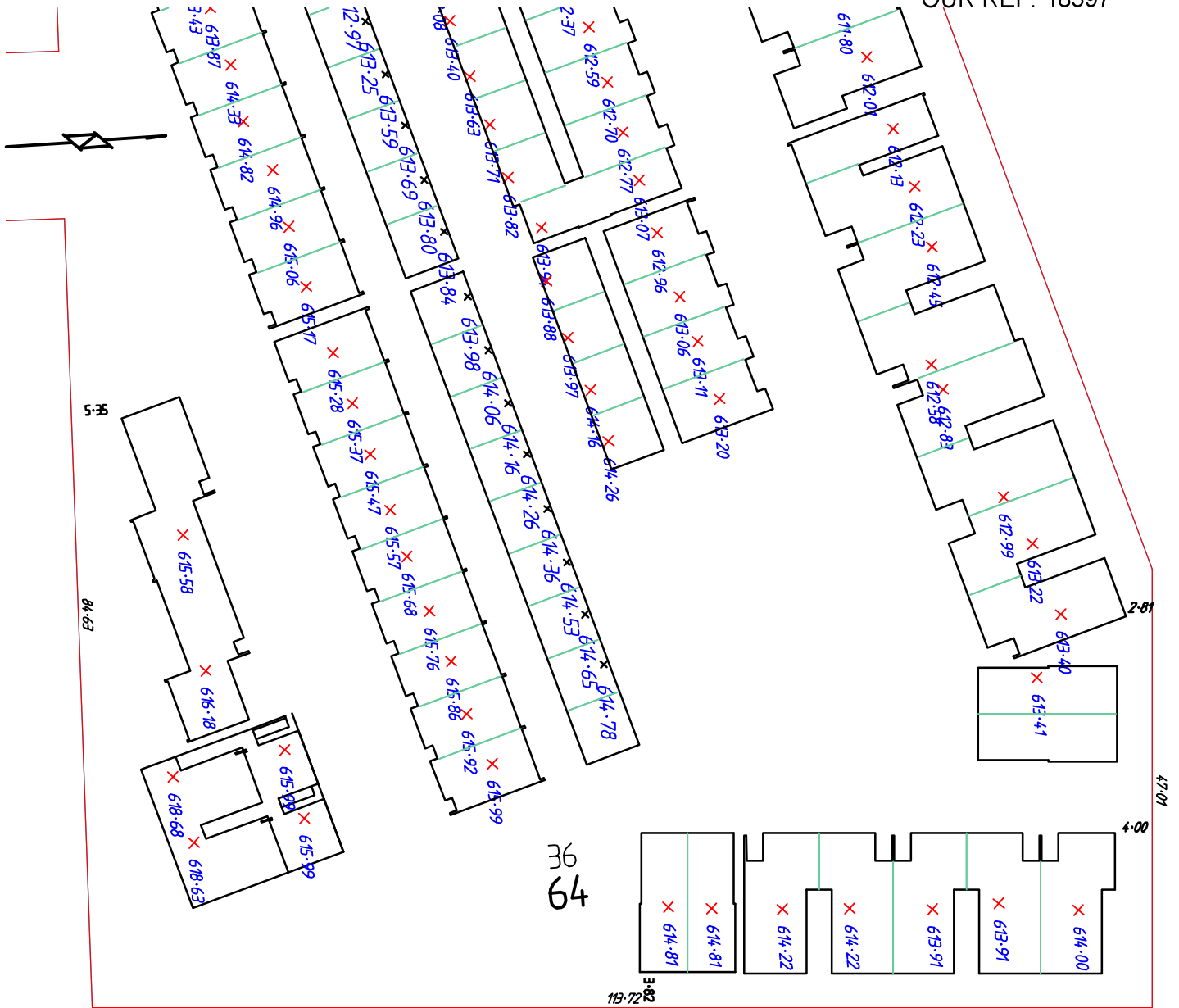
Scott D. McNiven  
Registered Surveyor  
22 Aug 2019





**BANYAN CONSTRUCTION**

OUR REF: 18397



Yours Faithfully

Scott D. McNiven  
Registered Surveyor  
22 Aug 2019





# Certificate of Occupancy and Use

Certificate No.: **B2019273C3**

**Access Canberra Building Services**

ABN 16 479 763 216  
8 Darling Street Mitchell  
GPO Box 158 ACT 2601  
[www.act.gov.au/accesscbr](http://www.act.gov.au/accesscbr)

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	17	64	WATSON	CANBERRA CENTRAL	Australian Capital Territory

Plans
B2019273/A
B2019273/B

## Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	New Medium Density	TOWNHOUSE	Construction of 88 Townhouses & Associated Garages and Caports (Also Includes Blocks 27 & 28) excluding work nominated in scope of works provided by Stone living	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 1a - 6 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 1a - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 1b - 5 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 1b - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 1c - 9 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 1c - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 1d - 8 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
10a	New	GARAGE	Building 1d - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 1e - 2 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 1e - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 2a - 5 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 2a - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 2b - 2 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 2b - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 3a - 2 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 3a - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 3b - 2 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 3b - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 4a - 9 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 4a - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 4b - 9 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 4b - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 4c - 4 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 4c - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 4d - 9 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 4d - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 5 - 7 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
10a	New	GARAGE	Building 5 - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 6 - 5 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 6 - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Building 7 - 4 Townhouses	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	GARAGE	Building 7 - Garages	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
10a	New	CARPORT	Carpports	NA		B2019273N1	BANYAN CONSTRUCTIONS PTY LTD
1a	New Medium Density	TOWNHOUSE	Completion of 88 Townhouses & Associated Garages and Caports (Also Includes Blocks 27 & 28) work nominated in scope of works provided by Stone living	NA		B2019273N2	STONE LIVING PTY LIMITED

#### Comments

#### Important Note:

Now known as block 36 This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

1. Statutory warranties and statutory warranty insurance or a statutory warranty fidelity certificate apply in relation to some or all of the building work.
2. The issue of this certificate in respect of a building or a portion of a building does not affect the liability of a person or other entity to comply with the provisions of an ACT law, including the Building Act 2004, relating to the building or portion of the building.

**Issued by:** Rebecca Rattenbury

**Issued on:** 04/05/2020

Delegate of the ACT Construction  
Occupations Registrar.

SITE AREA: 23,345m<sup>2</sup>  
 SITE GFA: ???m<sup>2</sup>

**YIELD:**

6 x 2 BEDROOM  
 76 x 3 BEDROOM  
 6 x 4 BEDROOM

**TOTAL UNITS = 88**

**CAR PARKING REQUIREMENTS**

6 x 2 BEDROOM UNITS @ 1.5 CP PER/UNIT = 9  
 76 x 3 BEDROOM UNITS @ 2 CP PER/UNIT = 152  
 6 x 4 BEDROOM UNITS @ 2 CP PER/UNIT = 12

TOTAL CAR PARKS REQUIRED = 173

**PROVIDED CAR PARKS**

?? CAR PARKS PROVIDED.

**VISITOR CAR PARKS**

REQUIRED = 22

?? VISITOR CAR PARKS ON SITE.  
 ?? VISITOR CAR PARKS ARE ACCOMMODATED ON STREET.

TOTAL PROVIDED = ??

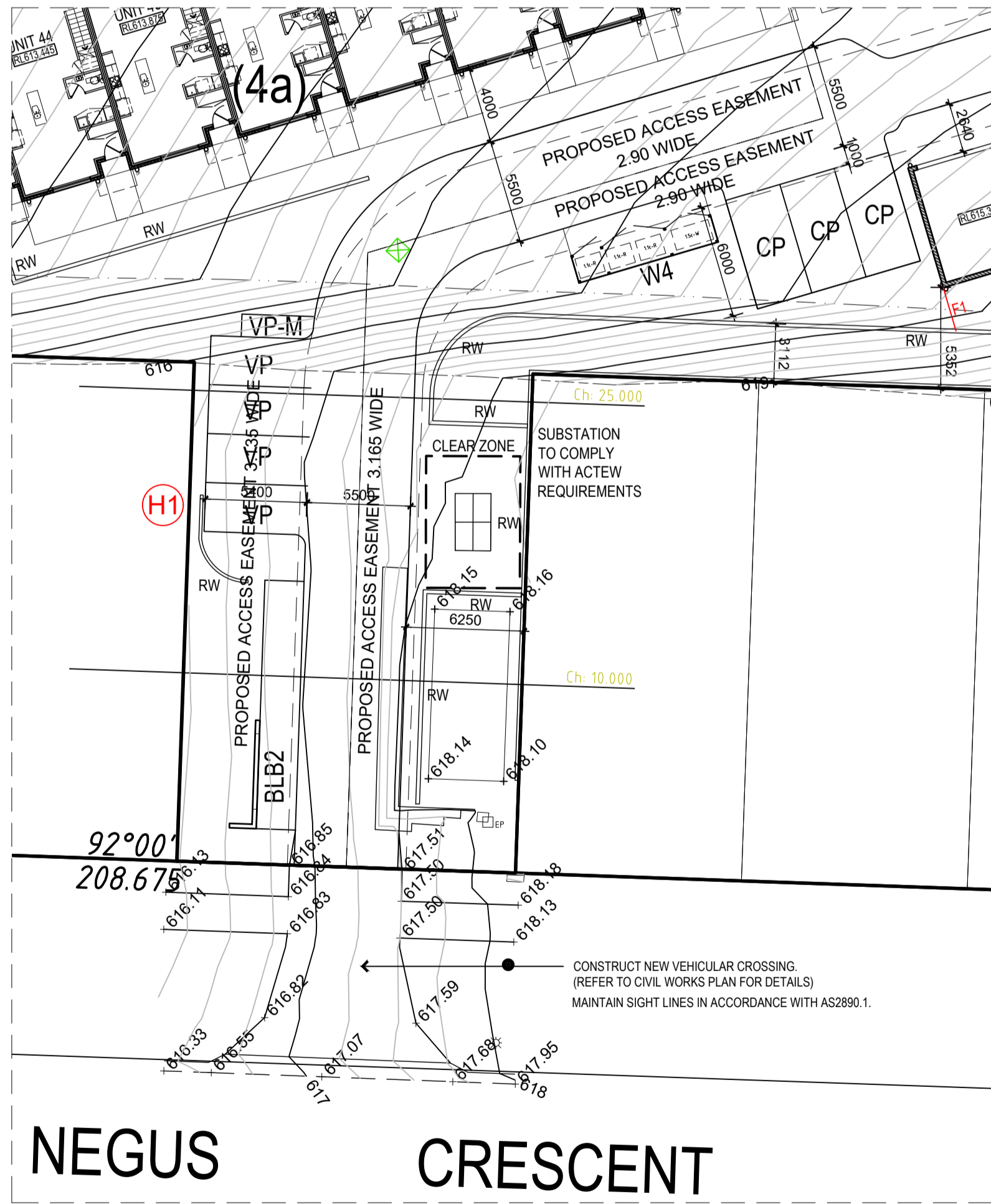
**LEGEND**

- EL / M ELECTRICAL METER LOCATION.
- DN DEVELOPMENT NAME/STREET ADDRESS
- CL CLOTHES LINE.
- ADH 9 ADAPTABLE UNITS  
 UNITS: 29,30,36,37,38,39,46,47,48  
 ADAPTABLE UNITS TO COMPLY WITH AS1428.1 & AS4299.
- BLB BANK LETTER BOXES
- W/E WASTE ENCLOSURE
- CP CARPORT
- VP VISITOR CAR PARK
- VP-M MOTOBIKE VISITOR CARPARK
- POS PRIVATE OPEN SPACE
- RW RETAINING WALL  
 REFER TO STRUCTURAL ENGINEERS DRAWINGS FOR ALL DETAILS
- YS YARD SUMPS  
 REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS

**NOTES**  
 REFER TO LANDSCAPE PLANS FOR FOOTPATH LAYOUT.  
 FIGURED DIMENSIONS ARE TO BE USED IN PREFERENCE TO SCALING.  
 THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ROAD WORKS AND LANDSCAPE DRAWINGS.

**FENCE LEGEND**

- TYPE F1  
 COLORBOND FENCE 1800mm HIGH
- TYPE F2  
 1.8m HIGH HORIZONTAL ALUMINUM SLAT FENCE.  
 GATES TO MATCH FENCE.  
 (REFER TO SHEET A002 FOR DETAILS)
- TYPE F3  
 COMBINATION OF STONE WALLS & 1.8m HORIZONTAL ALUMINUM SLAT FENCE. (REFER TO SHEET A002 FOR DETAILS)



**NEGUS CRESCENT**

**NOTE:**  
 PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN  
 IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION

Copyright  
 Reproduction of this whole or part of the document constitutes an infringement of copyright. The information, ideas and concepts contained in this document are confidential. The recipient of this document shall not disclose, copy, reproduce, or disseminate the information, ideas and concepts to any person without the prior written consent of the copyright holder.

FIRST FLOOR DISCOON  
 SQUARE DISCOON  
 1/100 RIVERVIEW DRIVE  
 CANBERRA  
 CITY ACT 2601  
 P: 02 6257 3466  
 F: 02 6257 3468  
 LEVEL 2 PACIFIC  
 HIGHWAY  
 ST LEONARDS NSW  
 1585  
 P: 02 9906 1922  
 F: 02 9409 0225  
 NOMINATED ARCHITECT:  
 NICK FELLE  
 NSW REGISTRATION NO:  
 5428

**LEGEND**

**OZTAL ARCHITECTS**

**M1 RL CORRECTED ON SITE PLAN: UNIT 37**  
**L5 ENERGY RATINGS UPDATED**  
**L2 WASTE ENCLOSURES MODIFIED**  
**L1 RETAINING WALLS ADDED**

**VR 06.12.18**  
**VR 01.11.18**  
**VR 01.11.18**  
**VR 01.11.18**

PROJECT ADDRESS  
**BLOCK 17 SECTION 64 WATSON**

DRAWING TITLE  
**SITE PLAN**

PART B

PROJECT NAME  
**AKORA RESIDENCE**

CLIENT  
**PTY LTD**

SCALE 1:250@A1  
 PRINT DATE 06.12.18  
 DESIGNED/ DRAWN FRONT/OZTAL  
 PROJECT No 17926  
 DWG No A003  
 DRAWING STATUS BA

ISSUE:

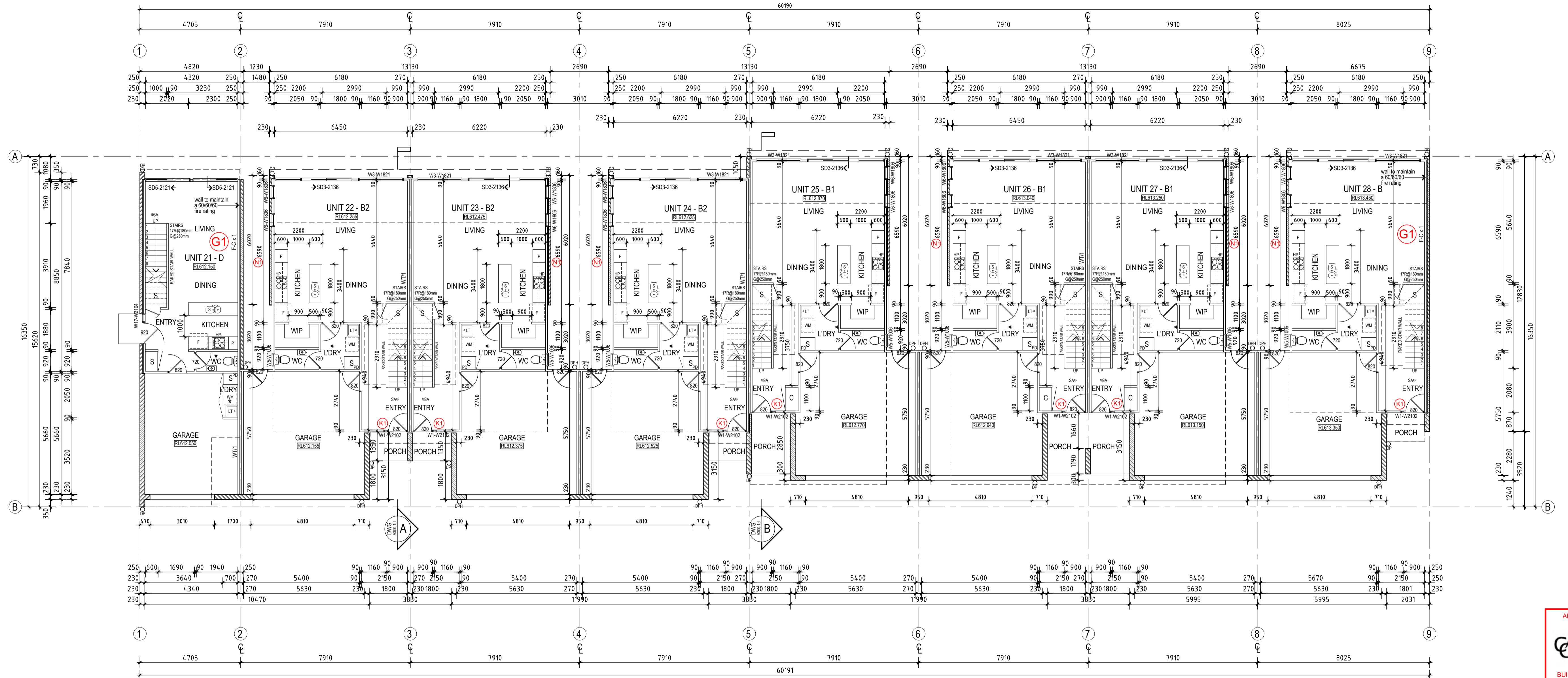


APPROVAL DATE  
 30/01/2019

**CAPITAL CERTIFIERS**

BUILDING APPROVAL  
 issued under s.28 of the  
 Building Act 2004  
**CAPITAL CERTIFIERS**  
 PTY LTD  
 COLA LIC: 2012818  
 ACN 158 851 239

BCA Occupancy Class  
 1a & 10a  
 BCA Type of Construction  
 N/A



<p>Area: Unit 21 Lower Living: 43.5m<sup>2</sup> Upper Living: 64.9m<sup>2</sup></p> <p>Total Living Area: 108.4m<sup>2</sup> Garage Area: 27.7m<sup>2</sup></p> <p>Total Area: 136.1m<sup>2</sup></p>	<p>Area: Unit 22 Lower Living: 64.4m<sup>2</sup> (K1) Upper Living: 59.1m<sup>2</sup></p> <p>Total Living Area: 123.5m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 158.8m<sup>2</sup></p>	<p>Area: Unit 23 Lower Living: 64.4m<sup>2</sup> (K1) Upper Living: 59.1m<sup>2</sup></p> <p>Total Living Area: 123.5m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 158.8m<sup>2</sup></p>	<p>Area: Unit 24 Lower Living: 64.5m<sup>2</sup> (K1) Upper Living: 59.1m<sup>2</sup></p> <p>Total Living Area: 123.6m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 158.9m<sup>2</sup></p>	<p>Area: Unit 25 Lower Living: 64.5m<sup>2</sup> (K1) Upper Living: 78.3m<sup>2</sup></p> <p>Total Living Area: 142.8m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 178.1m<sup>2</sup></p>	<p>Area: Unit 26 Lower Living: 64.4m<sup>2</sup> (K1) Upper Living: 78.2m<sup>2</sup></p> <p>Total Living Area: 142.6m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 177.9m<sup>2</sup></p>	<p>Area: Unit 27 Lower Living: 64.4m<sup>2</sup> (K1) Upper Living: 78.2m<sup>2</sup></p> <p>Total Living Area: 142.6m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 177.9m<sup>2</sup></p>	<p>Area: Unit 28 Lower Living: 65.8m<sup>2</sup> (K1) Upper Living: 56.3m<sup>2</sup></p> <p>Total Living Area: 122.1m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 157.4m<sup>2</sup></p>
--	---	---	---	---	---	---	---

**BUILDING 1d - TOTAL GFA = 1303.9m<sup>2</sup> (K1)**

APPROVAL DATE  
30/01/2019

**CAPITAL CERTIFIERS**  
2011-11-11-11

BUILDING APPROVAL  
issued under s.28 of the  
Building Act 2004  
CAPITAL CERTIFIERS  
PTY LTD  
COLA LIC. 2012818  
ACN 158 851 239

BCA Occupancy Class  
1a & 10a  
BCA Type of Construction  
N/A

**NOTE:**  
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN  
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION

**General Notes:**  
3 STARS - SHOWER HEADS WITH FLOW RATE OF LESS THAN 9L/M  
4 STARS - TOILETS  
4 STARS - TAPWARE IN KITCHENS & WET AREAS  
SOLAR HOT WATER HEATERS - ALL CLASS 1 DWELLINGS. COMPLIES WITH THE PLUMBING CODE OF AUSTRALIA, ACT B2 201 HOT-WATER SYSTEM STANDARDS.  
BUSHFIRE - ALL DWELLINGS TO BE CONSTRUCTED TO ACHIEVE BAL 12.5 IN ACCORDANCE WITH AS3999-2009.

**NOTE:**  
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

**WINDOWS**  
WINDOW OPENINGS LESS THAN 1.7m ABOVE FLOOR LEVEL TO UPPER LEVEL WINDOWS OR WINDOWS MORE THAN 2m ABOVE GROUND LEVEL TO BE RESTRICTED TO 125mm MAXIMUM OPENING. REFER - CLAUSE 3.9.2.5 OF THE NCC.

**WATERPROOFING**  
PROVIDE WATERPROOFING TO ALL BATHROOMS, WC AND LAUNDRY WATERPROOFING MUST COMPLY WITH NCC AND ALL RELEVANT LOCAL CODES.

**WATER**  
HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.5.6 OF THE NCC.

**ROOF**  
ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

**STAIRS**  
STAIRWAY TREADS AND LANDINGS TO HAVE A:  
- SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586; OR  
- NOSING STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586.  
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW.

APPLICATION	SURFACE CONDITION	
	DRY	WET
Ramp steeper than 1:14	P4 or R11	P5 or R12
Ramp steeper than 1:20 but not steeper than 1:14	P3 or R10	P4 or R11
Tread or landing surface	P3 or R10	P4 or R11
Nosing or landing edge strip	P3	P4

**KEY**

- AC - AIR CONDITIONING UNIT
- LT - L'DRY TUB
- WM - WASHING MACHINE LOCATION.
- SD - SLIDING DOORS AS SELECTED.
- CL - CLOTHES LINE AS SELECTED.
- G/BAL - OBTURE GLASS BALUSTRADE 1m min. HIGH ABOVE FFL.
- S/BAL - SOLID BALUSTRADE 1m min. HIGH ABOVE FFL.
- L/MR - LOWER METAL ROOF OVER TO MANUFACTURES DETAILS.
- PER - PERCOLA OVER TO MANUFACTURES DETAILS.
- PSCR - PRIVACY SCREEN METAL POWDER COATED ALUMINIUM. FRAMED SCREEN WITH OPAQUE GLASS. 1.8m HIGH ABOVE FFL. OR AS SELECTED

PROVIDE ARTIFICIAL LIGHT AND VENTILATION

★

F-C x 1 - 1 x FIRE CHECK TO INTERNAL WALL IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS. WALLS TO ACHIEVE 60/60/60.

F-C x 2 - 2 x FIRE CHECK TO INTERNAL & EXTERNAL WALL IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS. WALLS TO ACHIEVE 60/60/60.

REFER TO KITCHEN SHOP DRAWINGS FOR ALL DETAILS

- F - REFRIGERATOR LOCATION
- P - PANTRY
- HP - HOT PLATE (OVEN UNDER)
- S - SINK

REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS

- DP - DOWN PIPE
- DPH - DOWN PIPE WITH RAINWATER HEAD
- DPS - DOWN PIPE WITH SPREADER
- YS - YARD SUMP
- S - SINK
- FW - FLOOR WASTE

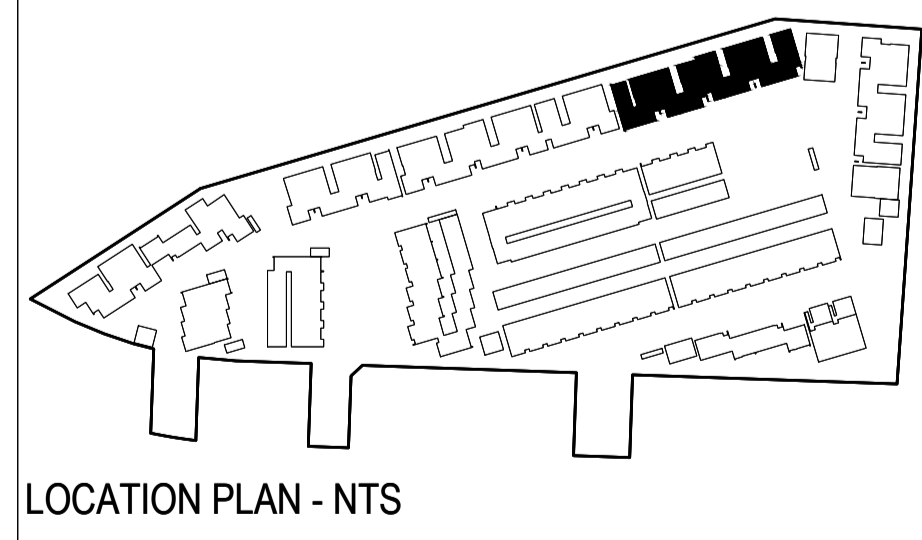
REFER TO ENGINEERS DRAWINGS FOR ALL STRUCTURAL DETAILS

- BM - BEAM OVER (AS PER ENGINEERS DETAILS)
- DS - DOUBLE STUDS (AS PER ENGINEERS DETAILS)
- TS - TRIPLE STUDS (AS PER ENGINEERS DETAILS)
- C - COLUMN (AS PER ENGINEERS DETAILS)

SA SMOKE ALARMS (INDICATIVE LOCATION)  
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC. COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MANPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

WT1 PARTY WALL SYSTEM  
SIMILAR TO SHAFTLINER FIRE BARRIER. WALL TYPE EQUAL TO "KNAUF KIH6" SYSTEM IN ACCORDANCE WITH MANUFACTURES & ENGINEERS SPECIFICATION.  
TO ACHIEVE A MINIMUM FRL OF 60/60/60.  
TO ACHIEVE A MINIMUM R<sub>w</sub> + C<sub>ir</sub> 50

REFER TO SHEET A500 FOR RELEVANT NOTES/SPECIFICATIONS.



**ENERGY RATING VALUES (UNIT 21)**

R2.5-SARKING - EXTERNAL WALLS  
R2 - WALLS BETWEEN GARAGE & LIVING  
R4 - SUSPENDED TIMBER FLOOR  
R6 - CEILING  
R1.3 - ROOF  
R4 - BETWEEN GARAGE CEILING & LIVING ABOVE

7.9  
Certificate no.: 0003423810  
Assessor Name: Jim Madaffari  
Certificate date: 04 December 2018  
Nominating Architect: Nick Felle  
NCC Registration No: 5428

**WINDOW VALUES**  
WINDOWS: UVAL: 4.08 SHGC: 0.54  
SLIDING DOORS: UVAL: 4.02 SHGC: 0.61

**ENERGY RATING VALUES (UNIT 21)**

R2.5-SARKING - EXTERNAL WALLS  
R2.5 - SLAB  
R2.7 - SARKING - EXTERNAL WALLS  
R2.7 - WALLS BETWEEN GARAGE & LIVING  
R4 - SUSPENDED TIMBER FLOOR  
R6 - CEILING  
R1.3 - ROOF  
R4 - BETWEEN GARAGE CEILING & LIVING ABOVE  
R2.7 - WET AREA

**WINDOW VALUES**  
WINDOWS: UVAL: 4.08 SHGC: 0.54  
SLIDING DOORS: UVAL: 4.02 SHGC: 0.61

N1 DIMENSION CORRECTED	VR 21.01.19
L5 ENERGY RATINGS UPDATED	VR 01.11.18
L4 PLUMBING DUCT LOCATIONS ADDED	VR 01.11.18
L3 DOWN PIPES ADDED	VR 01.11.18
K1 BRICK SKIN REMOVED FROM ENTRY'S.	VR 24.10.18
G1 FIRE CHECK SHEETS ADDED TO INTERNAL & EXTERNAL WALLS.	VR 06.08.18
REV DESCRIPTION	BY DATE

PROJECT ADDRESS  
BLOCK 17 SECTION 64 WATSON

PROJECT NAME  
AKORA RESIDENCES

SCALE  
1:100@A1

PRINT DATE  
21.01.19

DESIGNED/  
FRONT/OZTAL

DRAWN

PROJECT NO  
17926

DWG No  
A100-1d

DRAWING STATUS BA

SCALE  
1:100@A1

PRINT DATE  
21.01.19

DESIGNED/  
FRONT/OZTAL

DRAWN

PROJECT NO  
17926

DWG No  
A100-1d

DRAWING STATUS BA

SCALE  
1:100@A1

PRINT DATE  
21.01.19

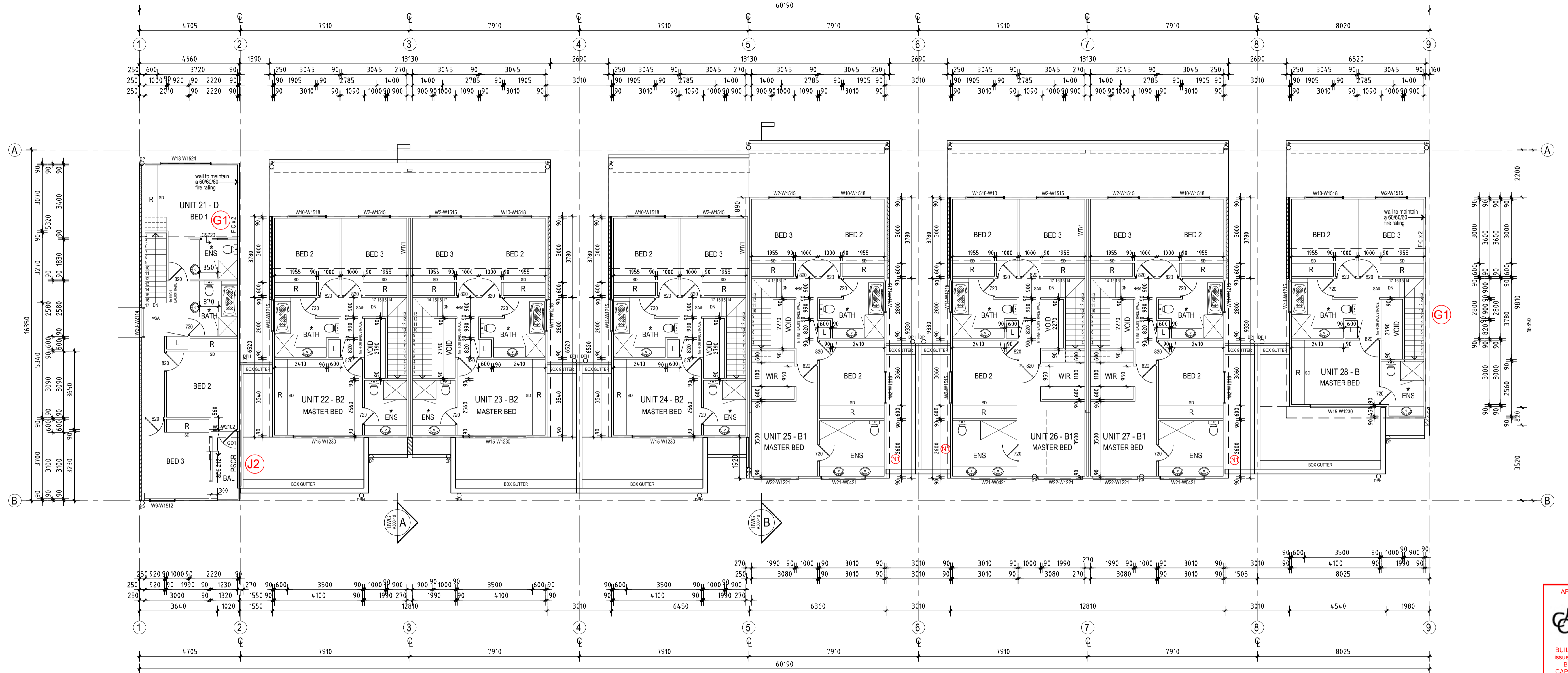
DESIGNED/  
FRONT/OZTAL

DRAWN

PROJECT NO  
17926

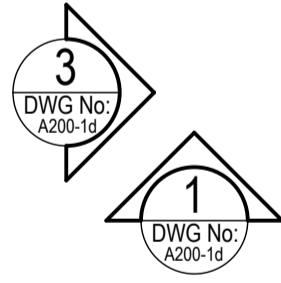
DWG No  
A100-1d

DRAWING STATUS BA



<p>Area: Unit 21 Lower Living: 43.5m<sup>2</sup> Upper Living: 64.9m<sup>2</sup></p> <p>Total Living Area: 108.4m<sup>2</sup> Garage Area: 27.7m<sup>2</sup></p> <p>Total Area: 136.1m<sup>2</sup></p>	<p>Area: Unit 22 Lower Living: 64.4m<sup>2</sup> (K1) Upper Living: 59.1m<sup>2</sup></p> <p>Total Living Area: 123.5m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 158.8m<sup>2</sup></p>	<p>Area: Unit 23 Lower Living: 64.4m<sup>2</sup> (K1) Upper Living: 59.1m<sup>2</sup></p> <p>Total Living Area: 123.5m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 158.8m<sup>2</sup></p>	<p>Area: Unit 24 Lower Living: 64.5m<sup>2</sup> (K1) Upper Living: 59.1m<sup>2</sup></p> <p>Total Living Area: 123.6m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 158.9m<sup>2</sup></p>	<p>Area: Unit 25 Lower Living: 64.5m<sup>2</sup> (K1) Upper Living: 78.3m<sup>2</sup></p> <p>Total Living Area: 142.8m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 178.1m<sup>2</sup></p>	<p>Area: Unit 26 Lower Living: 64.4m<sup>2</sup> (K1) Upper Living: 78.2m<sup>2</sup></p> <p>Total Living Area: 142.6m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 177.9m<sup>2</sup></p>	<p>Area: Unit 27 Lower Living: 64.4m<sup>2</sup> (K1) Upper Living: 78.2m<sup>2</sup></p> <p>Total Living Area: 142.6m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 177.9m<sup>2</sup></p>	<p>Area: Unit 28 Lower Living: 65.8m<sup>2</sup> (K1) Upper Living: 56.3m<sup>2</sup></p> <p>Total Living Area: 122.1m<sup>2</sup> Garage Area: 35.3m<sup>2</sup></p> <p>Total Area: 157.4m<sup>2</sup></p>
--	---	---	---	---	---	---	---

**BUILDING 1d - TOTAL GFA = 1303.9m<sup>2</sup> (K1)**



APPROVAL DATE  
30/01/2019

**CAPITAL CERTIFIERS**  
BUILDING APPROVAL  
issued under s.28 of the  
Building Act 2004  
CAPITAL CERTIFIERS  
PTY LTD  
COLA LIC. 2012818  
ACN 158 851 239

BCA Occupancy Class  
1a & 10a  
BCA Type of Construction  
N/A

**NOTE:**  
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN  
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION

**General Notes:**  
3 STARS - SHOWER HEADS WITH FLOW RATE OF LESS THAN 9L/M  
4 STARS - TOILETS  
4 STARS - TAPWARE IN KITCHENS & WET AREAS  
SOLAR HOT WATER HEATERS - ALL CLASS 1 DWELLINGS. COMPLIES WITH THE PLUMBING CODE OF AUSTRALIA, ACT B2 201 HOT-WATER SYSTEM STANDARDS.  
BUSHFIRE - ALL DWELLINGS TO BE CONSTRUCTED TO ACHIEVE BAL 12.5 IN ACCORDANCE WITH AS3959-2009.

**NOTE:**  
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

**WINDOWS**  
WINDOW OPENINGS LESS THAN 1.7m ABOVE FLOOR LEVEL TO UPPER LEVEL WINDOWS OR WINDOWS MORE THAN 2m ABOVE GROUND LEVEL TO BE RESTRICTED TO 125mm MAXIMUM OPENING. REFER - CLAUSE 3.9.2.5 OF THE NCC.

**WATERPROOFING**  
PROVIDE WATERPROOFING TO ALL BATHROOMS, WC AND LAUNDRY WATERPROOFING MUST COMPLY WITH NCC AND ALL RELEVANT LOCAL CODES

**WATER**  
HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.5.6 OF THE NCC.

**ROOF**  
ROOF TO BE PROPRIETARY SYSTEM SUITABLE TO ITS APPLICATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. PROVIDE ALL FLASHING, CAPPINGS AND THE LIKE AS NECESSARY FOR THE ROOF SYSTEM.

**STAIRS**  
STAIRWAY TREADS AND LANDINGS TO HAVE A:  
- SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586; OR  
- NOSING STRIP WITH A SLIP RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586.  
- STRIP AT THE EDGE OF THE LANDING WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 1, WHEN TESTED IN ACCORDANCE WITH AS 4586 AND WHERE THE EDGE LEADS TO A FIGHT BELOW.

APPLICATION	SURFACE CONDITION	
	DRY	WET
Ramp steeper than 1:14	P4 or R11	P5 or R12
Ramp steeper than 1:20 but not steeper than 1:14	P3 or R10	P4 or R11
Tread or landing surface	P3 or R10	P4 or R11
Nosing or landing edge strip	P3	P4

**KEY**

- AC - AIR CONDITIONING UNIT
- LT - L'DRY TUB
- WM - WASHING MACHINE LOCATION.
- SD - SLIDING DOORS AS SELECTED.
- CL - CLOTHES LINE AS SELECTED.
- G/BAL - OBTURE GLASS BALUSTRADE 1m min. HIGH ABOVE FFL.
- S/BAL - SOLID BALUSTRADE 1m min. HIGH ABOVE FFL.
- L/MR - LOWER METAL ROOF OVER TO MANUFACTURES DETAILS.
- PER - PERCOLA OVER TO MANUFACTURES DETAILS.
- PSCR - PRIVACY SCREEN METAL POWDER COATED ALUMINIUM. FRAMED SCREEN WITH OPAQUE GLASS. 1.8m HIGH ABOVE FFL. OR AS SELECTED
- PROVIDE ARTIFICIAL LIGHT AND VENTILATION

\* F-C x 1 - 1 x FIRE CHECK TO INTERNAL WALL IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS. WALLS TO ACHIEVE 60/60/60.

F-C x 2 - 2 x FIRE CHECK TO INTERNAL & EXTERNAL WALL IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS. WALLS TO ACHIEVE 60/60/60.

**REFER TO KITCHEN SHOP DRAWINGS FOR ALL DETAILS**

- F - REFRIGERATOR LOCATION
- P - PANTRY
- HP - HOT PLATE (OVEN UNDER)
- S - SINK

**REFER TO HYDRAULIC DRAWINGS FOR ALL DETAILS**

- DP - DOWN PIPE
- DPH - DOWN PIPE WITH RAINWATER HEAD
- DPS - DOWN PIPE WITH SPREADER
- YS - YARD SUMP
- S - SINK
- FW - FLOOR WASTE

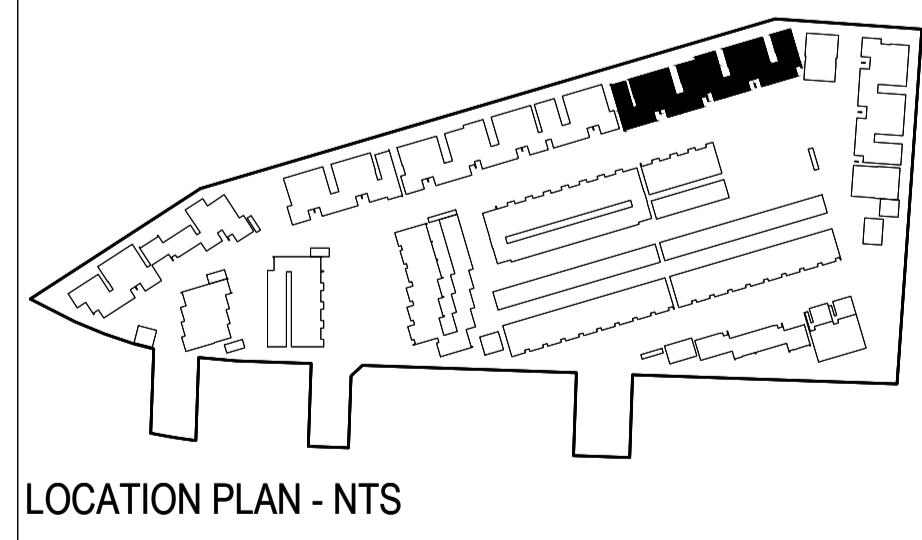
**REFER TO ENGINEERS DRAWINGS FOR ALL STRUCTURAL DETAILS**

- BM - BEAM OVER (AS PER ENGINEERS DETAILS)
- DS - DOUBLE STUDS (AS PER ENGINEERS DETAILS)
- TS - TRIPLE STUDS (AS PER ENGINEERS DETAILS)
- C - COLUMN (AS PER ENGINEERS DETAILS)

**SA SMOKE ALARMS (INDICATIVE LOCATION)**  
SMOKE ALARMS ARE TO BE INSTALLED IN ACCORDANCE WITH NCC. COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MAINPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS.

**WT/1 PARTY WALL SYSTEM**  
SIMILAR TO SHAFTLINER FIRE BARRIER, WALL TYPE EQUAL TO "KNAUF KIH6" SYSTEM IN ACCORDANCE WITH MANUFACTURES & ENGINEERS SPECIFICATION.  
TO ACHIEVE A MINIMUM FRL OF 60/60/60.  
TO ACHIEVE A MINIMUM R<sub>w</sub> + C<sub>ir</sub> 50

**REFER TO SHEET A500 FOR RELEVANT NOTES/SPECIFICATIONS.**



**ENERGY RATING VALUES (UNIT 21)**

R2.5 - SARKING - EXTERNAL WALLS  
R2 - WALLS BETWEEN GARAGE & LIVING  
R4 - SUSPENDED TIMBER FLOOR  
R6 - CEILING  
R1.3 - ROOF  
R4 - BETWEEN GARAGE CEILING & LIVING ABOVE

**7.9**

Certificate no.: 0003423810  
Assessor Name: Jim Madaffari  
Certificate date: 04 December 2018  
Drawing Address: Negus Crescent  
Watson, ACT  
Non-accredited: 2602  
Date:

**ENERGY RATING VALUES (UNIT 21)**

R2.5 - SARKING - EXTERNAL WALLS  
R2.5 - SLAB  
R2.7 - SARKING - EXTERNAL WALLS  
R2.7 - WALLS BETWEEN GARAGE & LIVING  
R4 - SUSPENDED TIMBER FLOOR  
R6 - CEILING  
R1.3 - ROOF  
R4 - BETWEEN GARAGE CEILING & LIVING ABOVE  
R2.7 - WET AREA

**7.9**

Certificate no.: 0003423810  
Assessor Name: Jim Madaffari  
Certificate date: 04 December 2018  
Drawing Address: Negus Crescent  
Watson, ACT  
Non-accredited: 2602  
Date:

- N1 DIMENSION CORRECTED
- L5 ENERGY RATINGS UPDATED
- L4 PLUMBING DUCT LOCATIONS ADDED
- L3 DOWN PIPES ADDED
- K1 BRICK SKIN REMOVED FROM ENTRIES.
- J2 SCREENS ADDED TO BALCONIES OF UNITS 11,21,29,30,36,37 & 80
- G1 FIRE CHECK SHEETS ADDED TO INTERNAL & EXTERNAL WALLS.

VR	DATE
VR 21.01.19	
VR 01.11.18	
VR 01.11.18	
VR 01.11.18	
VR 24.10.18	
JM 5.10.18	
VR 06.08.18	

PROJECT ADDRESS  
**BLOCK 17 SECTION 64 WATSON**

PROJECT NAME  
**AKORA RESIDENCES**

DRAWING TITLE  
**BUILDING 1d - UPPER FLOOR UNITS 21 TO 28**

CLIENT  
**AKORA RESIDENCES**

SCALE  
1:100@A1

PRINT DATE  
21.01.19

DESIGNED/  
FRONT/OZTAL

DRAWN

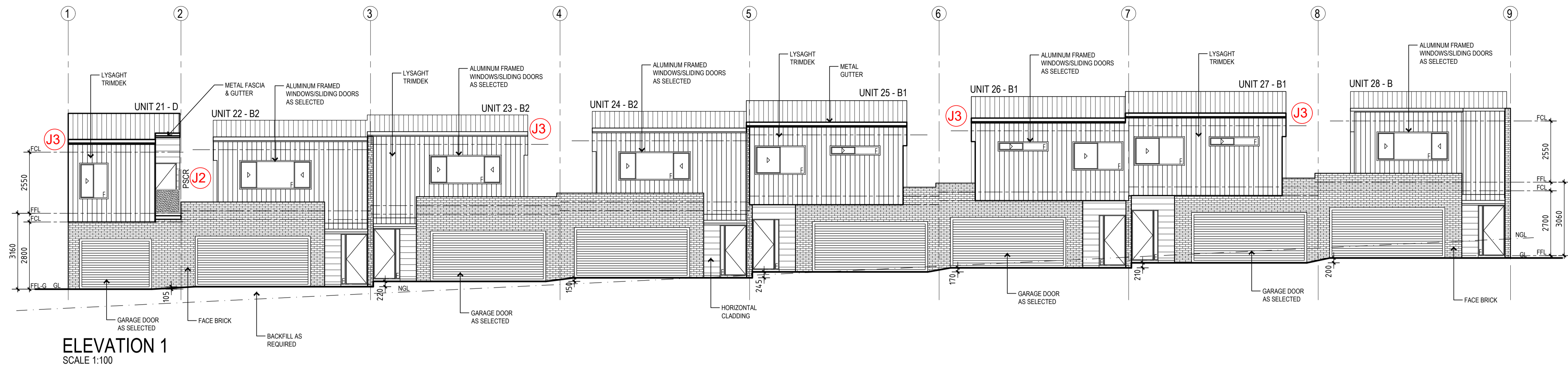
PROJECT NO  
17926

DWG No  
A101-1d

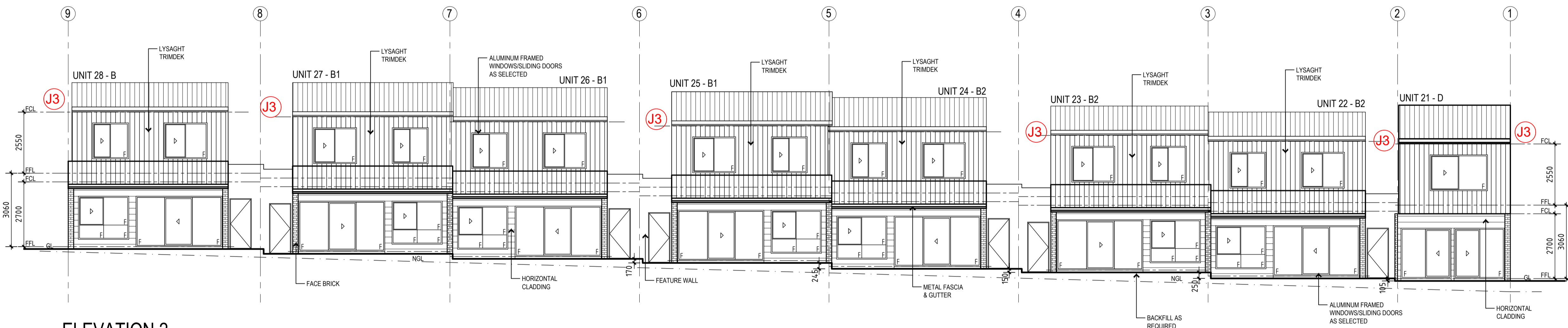
REV: N

DRAWING STATUS BA

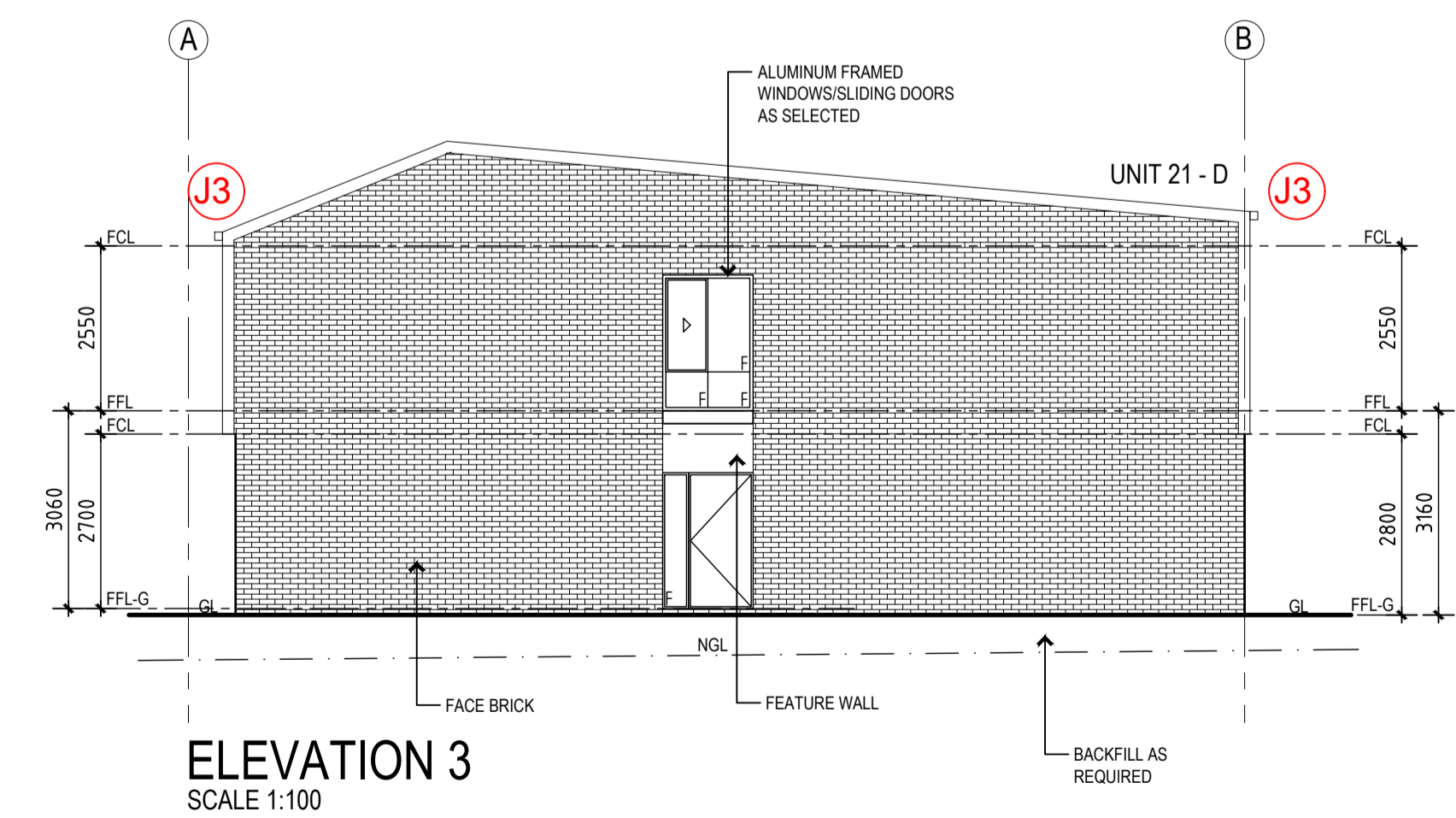
ISSUE:



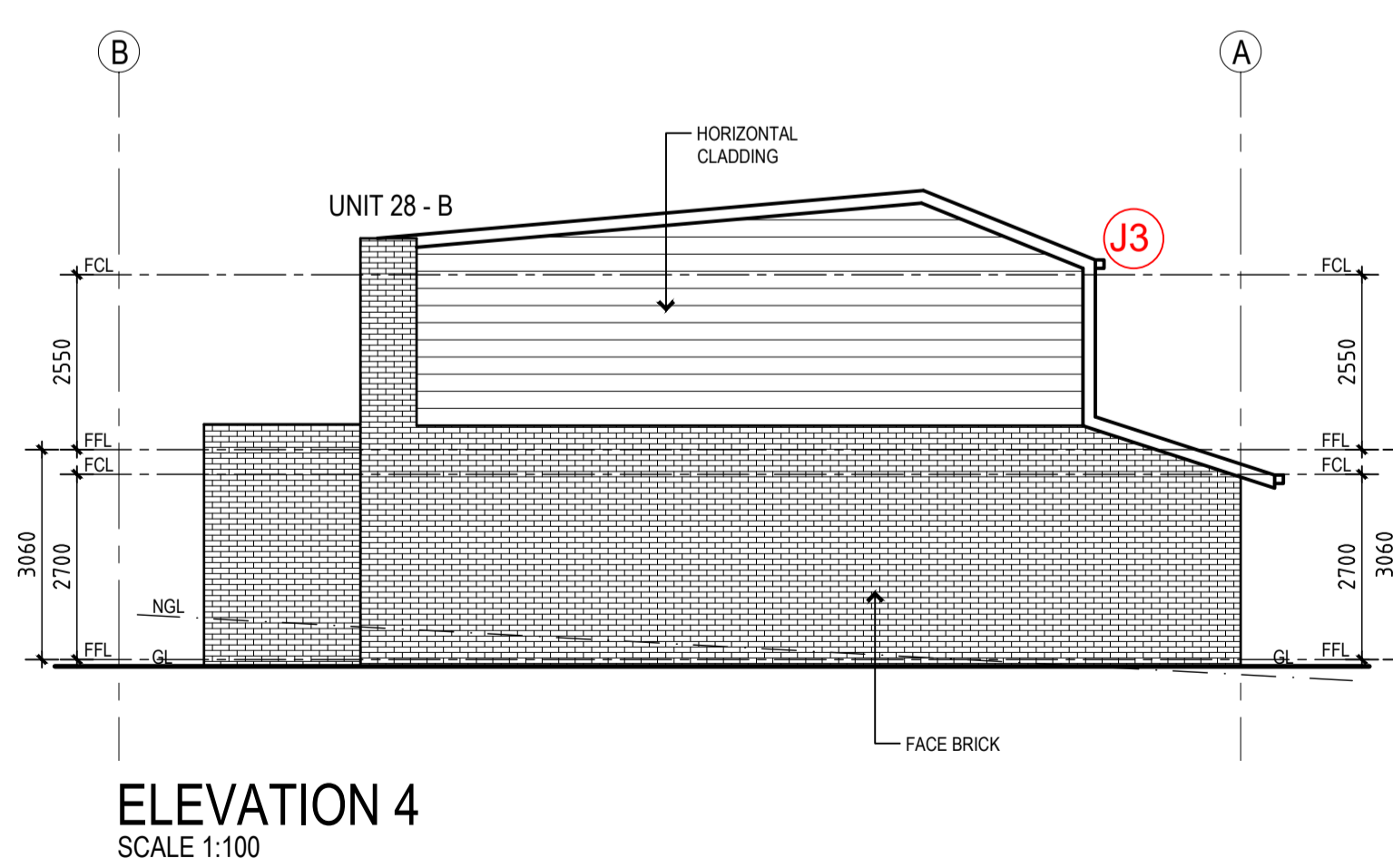
ELEVATION 1  
SCALE 1:100



ELEVATION 2  
SCALE 1:100



ELEVATION 3  
SCALE 1:100



ELEVATION 4  
SCALE 1:100

APPROVAL DATE  
30/01/2019

**CAPITAL CERTIFIERS**  
NBN 100 001 000

BUILDING APPROVAL  
issued under s.28 of the  
Building Act 2004

CAPITAL CERTIFIERS  
PTY LTD  
COLA LIC. 2012818  
ACN 158 851 239

BCA Occupancy Class  
1a & 10a  
BCA Type of Construction  
N/A

<b>C1</b>  <b>FACE BRICK</b> SIMILAR TO AUSTRAL - WILDERNESS BLACKBUTT	<b>I1</b>  <b>HORIZONTAL CLADDING</b> SIMILAR TO SCYON - STRIA (25mm) COLOUR SIMILAR TO GREY PEBBLE (DULUX)	 <b>GARAGE DOORS</b> COLOUR SIMILAR TO MONUMENT (COLORBOND)
 <b>WALLS &amp; ROOFS (5°, 10°, 18°, 22° PITCH)</b> SIMILAR TO LYSAGHT - TRIMDEK COLOUR SIMILAR TO MONUMENT (COLORBOND) FASCIA & GUTTER TO MATCH	 <b>FEATURE WALL</b> FC SHEETING OR MASONRY WITH AN APPLIED RENDER FINISH & PAINTED. COLOUR SIMILAR TO MONUMENT (COLORBOND) REFER TO FLOOR PLANS FOR MATERIALS	 <b>HANDRAILS/AWNINGS/FENCING</b> OPACQUE GLASS BALUSTRADES TO BALCONY'S COLOUR SIMILAR TO MONUMENT (COLORBOND)
 <b>ROOFS (2° PITCH)</b> SIMILAR TO LYSAGHT - TRIMDEK COLOUR SIMILAR TO MONUMENT (COLORBOND) FASCIA & GUTTER TO MATCH	 <b>WINDOW &amp; DOOR FRAMES</b> COLOUR SIMILAR TO MONUMENT (COLORBOND)	

**OZTAL**  
ARCHITECTS

© Copyright  
Reproduction of this whole or part of the document constitutes an infringement of copyright. The information, ideas and concepts contained in this document are confidential. The recipient of this document takes prohibited from such information, ideas and concepts to any person without the prior written consent of the copyright holder.

<p><b>ENERGY RATING VALUES</b></p> <p>R2.5-SARKING - EXTERNAL WALLS R2 - WALLS BETWEEN GARAGE &amp; LIVING - SUSPENDED TIMBER FLOOR - CEILING R1.3 - ROOF R4 - BETWEEN GARAGE CEILING &amp; LIVING ABOVE</p> <p><b>WINDOW VALUES</b> WINDOWS: UVAL: 4.08 SHGC: 0.54 SLIDING DOORS: UVAL: 4.02 SHGC: 0.61</p>	<p><b>L5</b></p> <p>Average Star Rating: <b>7.9</b></p> <p>Certificate no.: 0003423810 Assessor Name: Jim Madaffari Certificate date: 04 December 2018</p> <p>Drawing Address: Negara Crescent Watson, ACT 2602</p>	<p><b>ENERGY RATING VALUES (UNIT 21)</b></p> <p>R2.5-SARKING - EXTERNAL WALLS R0.9 - SLAB R2.7 - SARKING - EXTERNAL WALLS &amp; LIVING - SUSPENDED TIMBER FLOOR - CEILING R4 - BETWEEN GARAGE CEILING &amp; LIVING ABOVE - WET AREA</p> <p><b>WINDOW VALUES</b> WINDOWS: UVAL: 4.08 SHGC: 0.54 SLIDING DOORS: UVAL: 4.02 SHGC: 0.61</p>
--	---	---

- L5 ENERGY RATINGS UPDATED**  
**L4 PLUMBING DUCT LOCATIONS ADDED**  
**L3 DOWN PIPES ADDED**  
**J3 CONCEALED GUTTERS CHANGED TO GUTTERS**  
**J2 SCREENS ADDED TO BALCONIES OF UNITS 11,21,29,30,36 & 37**  
**I1 FACE BRICKS, WALL CLADDING & ROOF CLADDING MODIFIED.**  
**C1 MATERIALS/FINISHES SHOWN ON ELEVATIONS.**
- REV DESCRIPTION

- VR 01.11.18  
VR 01.11.18  
VR 01.11.18  
JM 5.10.18  
JM 5.10.18  
VR 26.06.18  
VR 08.05.18  
BY DATE

PROJECT ADDRESS  
**BLOCK 17 SECTION 64 WATSON**

PROJECT NAME  
**AKORA RESIDENCES**

DRAWING TITLE  
**BUILDING 1d  
ELEVATIONS**

SCALE  
1:100@A1

PRINT DATE  
01.11.18

DESIGNED/  
DRAWN  
**FRONT/OZTAL**

PROJECT No  
17926

DWG No  
A200-1d

DRAWING STATUS BA

ISSUE:

**NOTES**  
**GENERAL** **C3**

BUILDER TO PROVIDE ALL LABOUR, MATERIALS, FITTINGS, PLANT, TOOLS, PERMITS, INSURANCE AND THE LIKE NECESSARY FOR THE PROPER COMPLETION OF THE WORK AND ENSURE THAT ALL LABOUR AND MATERIALS IN ALL TRADES ARE THE BEST OF THEIR RESPECTIVE KINDS. BUILDER IS TO VISIT THE SITE AND INFORM HIMSELF OF SCOPE OF WORK PRIOR TO COMMENCING. FOLLOW FIGURED DIMENSIONS ON THE DRAWINGS. CHECK AND VERIFY DIMENSIONS PRIOR TO STARTING ANY WORK. BUILDING SETBACKS AND DIMENSIONS TO BE VERIFIED BY SURVEYOR PRIOR TO COMMENCING AND WORK. MATERIALS AND WORKMANSHIP TO BE IN ACCORDANCE WITH THE NCC, THE A.C.T. APPENDIX AND ALL OTHER RELEVANT CODES. BUILDER SHALL BE RESPONSIBLE FOR THE GENERAL WATER TIGHTNESS OF THE ENTIRE WORKS IN ALL TRADES.

**FOOTINGS**  
**REFER TO ENGINEERING FOR DETAILS**  
FOOTINGS TO BE IN ACCORDANCE WITH ENGINEERING SPECS AND AS2870 PART 1. FOOTINGS TO BE TAKEN DOWN TO SOLID GROUND.

**BRICKWORK**  
BRICKWORK AS SELECTED REFER TO DRAWINGS FOR FINISHES  
UNLESS OTHERWISE NOTED  
GENERALLY 230X110X76MM BRICKS BONDED IN STRETCHER BOND.

MORTAR TO COMPLY WITH THE REQUIREMENTS OF RELEVANT SAA CODES.  
CEMENT MORTAR:  
6 PART SAND  
1 PART CEMENT  
1 PART LIME

**LINTELS FOR BRICKWORK**  
**REFER TO ENGINEERING FOR DETAILS**  
WHERE SPANS ARE UP TO 1500MM PROVIDE 150MM BEARING ONTO BRICKWORK.  
WHERE SPANS ARE OVER 1500MM PROVIDE 230MM BEARING ONTO BRICKWORK.  
WHERE STEEL ANGLES ARE USED ENSURE THAT THE LONGER LEG IS PLACED VERTICAL.

GALVANISED LINTELS SIMILAR TO GALINTELS SPANS UP TO 1000MM: LINTEL 75X10MM - T BEAM 150  
SPANS 1200 TO 2100MM: LINTEL 100X100X10MM ANGLE - T BEAM 150  
SPANS 2400 TO 3000MM: LINTEL 150X100X10MM ANGLE - T BEAM 250  
FOR OTHER SPANS REFER TO MANUFACTURES SPEC OR ENGINEERS DETAIL.

**TIMBER STUD WORK**  
ALL TIMBERWORK TO COMPLY WITH THE REQUIREMENTS OF AS 1684 NATIONAL TIMBER FRAMING CODE.  
TIMBER FLOOR JOIST TO BE IN ACCORDANCE WITH ENGINEERING PLANS  
90X35 PINE PLATES AND NOGGING.  
PROVIDE SECOND 90X45 TOP PLATE TO ALL LOAD BEARING WALLS.  
90X35 PINE STUDS AT 450 CTRS TO ALL LOAD BEARING WALLS AND AT 600 CTRS TO NON-LOAD BEARING WALLS.  
PROVIDE 90X45 F8 STUDS TO BOTH SIDES OF OPENINGS CARRYING LINTELS  
F8 TIMBER TO WALLS SUPPORTING TRUSSES WITH SPANS GREATER THAN 6M.  
50X38MM OR 28mm FURRING CHANNELS CEILING BATTENS AS SELECTED AT 450 CTRS  
10MM PLASTERBOARD WALL AND CEILING LINING.  
FIBROUS CEMENT SHEET WALL LINING TO EAVES.

**ROOF**  
METAL ROOFING - AS NOTED ON DRAWING  
METAL FASCIA AND GUTTER AS SELECTED.  
ROOF PITCH (REFER TO ROOF PLAN).

TRUSSES AT 900MM CTRS. FIXED TO MANUFACTURES SPECIFICATIONS.  
LINTEL SIZE TO TRUSS MANUFACTURERS CHARTS.

PROVIDE DAMP PROOF COURSE AT BEARER SEATING LEVEL.  
PROVIDE STEPPED CAVITY FLASHING WITH WEEP HOLES AT 1200MM CENTRES TO THE EXTERNAL BRICK SKIN  
AT GROUND FLOOR LEVEL, UNDER WINDOW SILLS AND IN BRICKWORK ABOVE WINDOWS.

UNLESS OTHERWISE DIRECTED  
EXTERNAL STEPS TO BE 75MM REINFORCED CONCRETE.  
RISER: 172MM GOING: 265MM MIN. UNLESS OTHERWISE NOTED.

**CONCRETE SLAB**  
REFER TO ENGINEERING FOR DETAILS

PROVIDE CLEAN WELL CONSOLIDATED FILL UNDER SLAB AS REQUIRED.  
WHERE FILL EXCEEDS 400MM PROVIDE PIERS TO ENGINEERS SPECIFICATION

0.2MM POLYETHYLENE MOISTURE BARRIER UNDER CONCRETE SLAB.

PROVIDE REINFORCED CONCRETE STRIP FOOTING OR THICKENING IN SLAB UNDER LOAD BEARING WALLS AS PER AS 2870.1

**PLASTERER/INTERNAL LININGS**  
WALL FRAMING TO ALL ROOMS TO BE COVERED WITH CLOSE JOINT LININGS: THE JOINTS BEING BACKED WITH EITHER NOGGINGS OR STUDS AS REQUIRED BY MANUFACTURER. ALL LININGS SHALL BE SECURELY FIXED.  
UNLESS OTHERWISE NOTED.

PLASTERBOARD (MIN 10MM THICK) WALL AND CEILING LINING.

FIBROUS CEMENT SHEET WALL LINING TO WET AREAS.

PROVIDE CORNICE OR AS SELECTED SHALL BE FIXED AT INTERSECTIONS OF ALL BEAM AND WALL JUNCTIONS WITH CEILINGS.

**DRAINAGE AND PLUMBING**  
PROVIDE ALL NECESSARY DRAINAGE REQUIRED FOR THE DISCHARGE AND CONNECTION TO APPROPRIATE TIES OF SEWERAGE, STORMWATER AND OTHER DRAINAGE SERVICES AS REQUIRED FOR THE PROPER FUNCTIONING OF THE FACILITIES AS REQUIRED BY THE APPROPRIATE AUTHORITIES.

PROVIDE ALL AGRICULTURAL DRAINS AS REQUIRED TO DIVERT WATER AND MOISTURE WHICH MAY CAUSE SEEPAGE TO THE BUILDING STRUCTURE.

PROVIDE ALL NECESSARY PLUMBING MATERIALS AND SERVICES REQUIRED FOR THE PROPER OPERATION OF ALL SANITARY FIXTURES AND FITTINGS, WATER SUPPLY AND RETICULATION, ROOF PLUMBING, FLASHINGS AND THE LIKE AS NECESSITATED BY THE WORKS.

**PAINTER**  
PROVIDE ALL PAINTERS WORK AS REQUIRED BY THE BUILDER AND AS NECESSITATED BY THE NATURE OF THE JOB. WORK TO BE FINISHED IN THE BEST MANNER, ENSURE SURFACES ARE SMOOTH AND PERFECTLY CONDITIONED TO TAKE THE APPLIED FINISH.

**WINDOW**  
PROVIDE ALL NECESSARY MATERIALS, FIXINGS, FRAMES, GLAZING, FLY SCREENS AND THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES AND CODES. ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS AND THE LIKE, ENSURING CORRECT PROTECTION FROM WATER AND THE LIKE.

**ELECTRICAL**  
SUPPLY ERECT AND CONNECT ALL NECESSARY MATERIAL TO COMPLETE THE ELECTRICAL INSTALLATION FOR ITS FULL SATISFACTORY OPERATION AND IN ACCORDANCE WITH AUTHORITIES REQUIREMENTS, RELEVANT CODES AND REGULATIONS AND AS DIRECTED BY THE BUILDER.

FORWARD ALL NOTICES, ARRANGE FOR ALL INSPECTIONS AS REQUIRED BY THE RELEVANT AUTHORITIES.

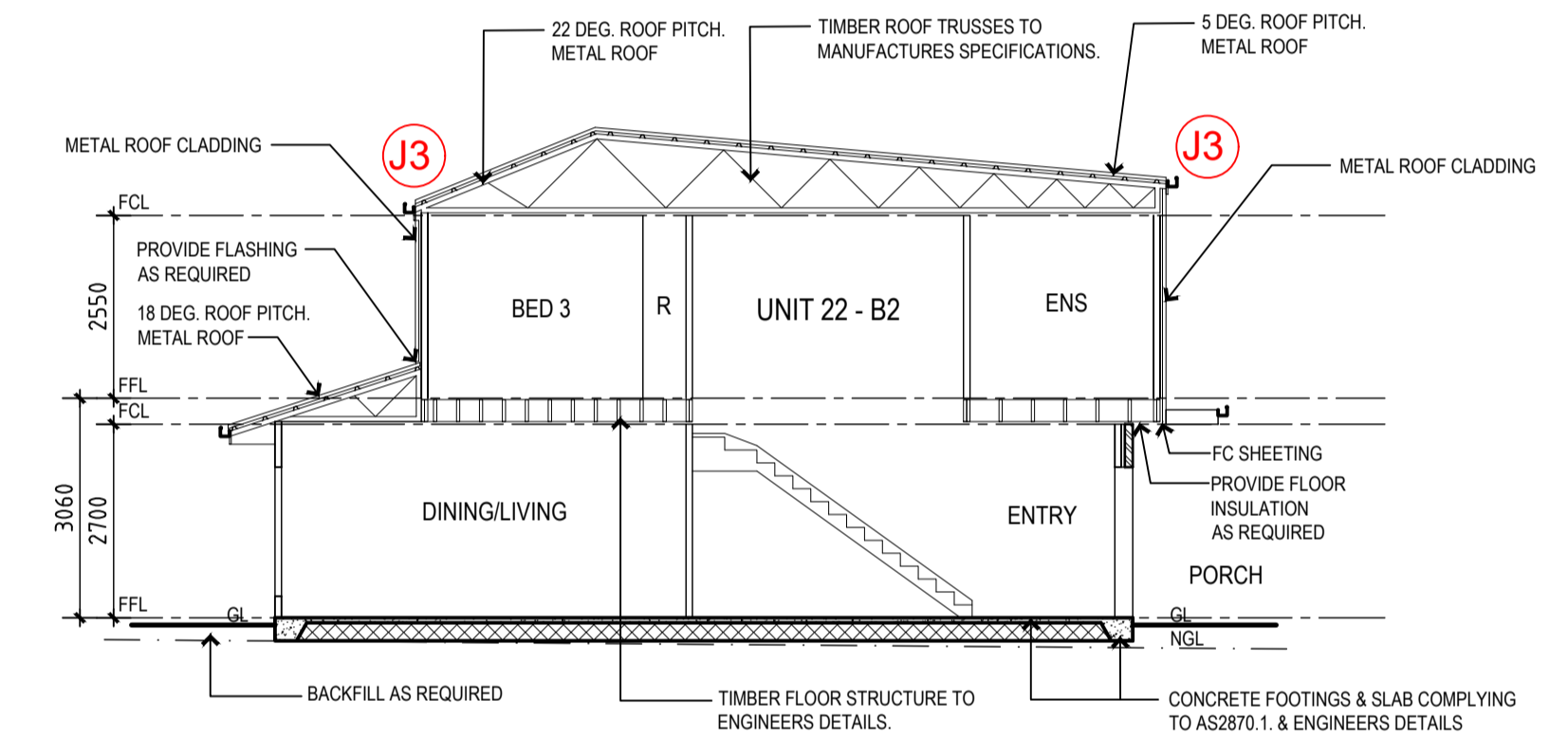
**SMOKE ALARMS** ARE TO BE INSTALLED IN ACCORDANCE WITH NCC, COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MANPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS

**EXTERNAL**  
GROUND LEVELS, AND STEPS ARE APPROXIMATE ONLY. ACTUAL GROUND/SITE CONDITIONS TO BE VERIFIED PRIOR TO CONSTRUCTION.

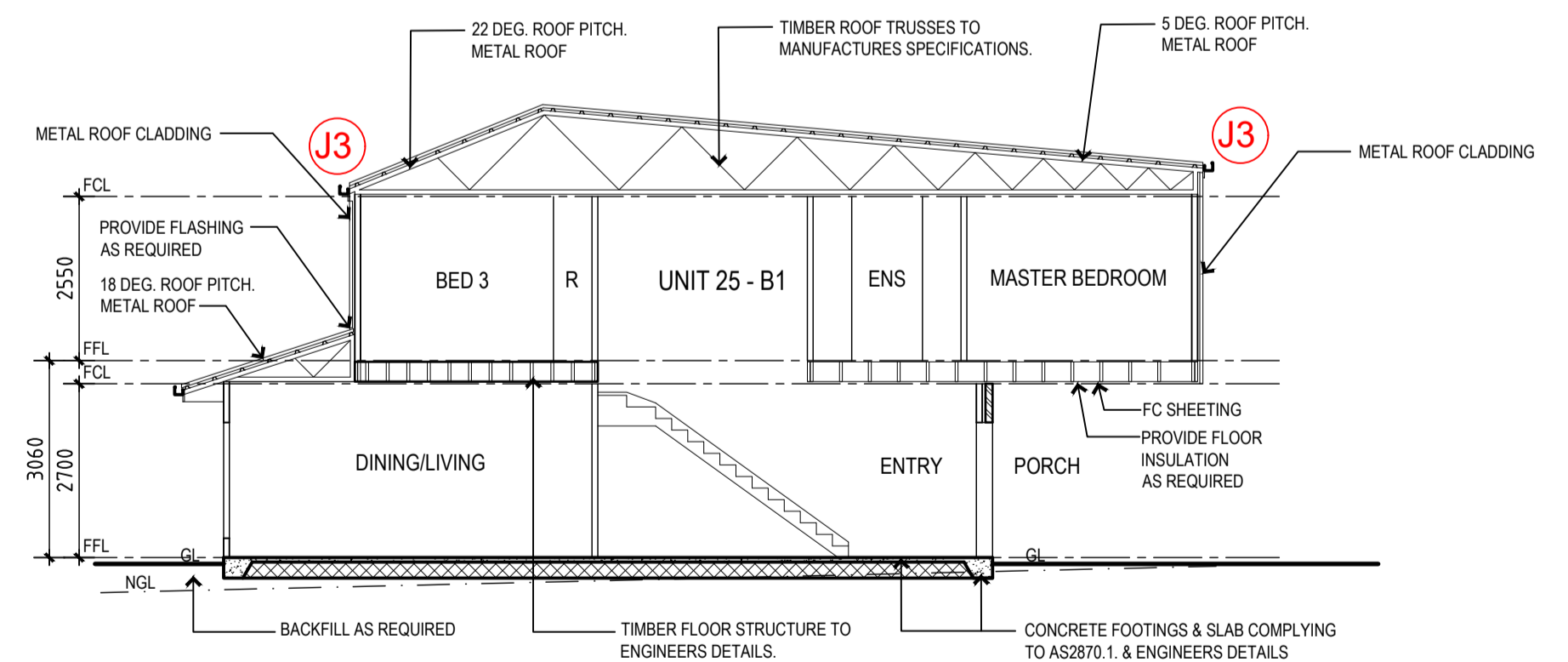
FIBROUS CEMENT SHEET LININGS TO EAVES.

LANDING ON BRICK WALLS TO BE 100MM THICK REINFORCED WITH 1 LAYER F718 MESH.

PROVIDE YARD SUMPS AS REQUIRED.



SECTION A-A



SECTION B-B

APPROVAL DATE  
30/01/2019

**CAPITAL CERTIFIERS** PTY LTD  
CERTIFIED BUILDING SURVEYORS  
MEMBER OF THE BUILDING SURVEYORS ASSOCIATION OF AUSTRALIA

BUILDING APPROVAL  
issued under s.28 of the  
Building Act 2004  
CAPITAL CERTIFIERS  
PTY LTD  
COLA LIC. 2012818  
ACN 158 851 239

*[Signature]*

BCA Occupancy Class  
1a & 10a  
BCA Type of Construction  
N/A

Copyright  
Reproduction of this whole or part of the document constitutes an infringement of copyright. The information, ideas and concepts contained in this document are confidential. The recipient of this document does not own the information, ideas and concepts to any person without the prior written consent of the copyright holder.

ENERGY RATING VALUES		ENERGY RATING VALUES (UNIT 21)	
R2.5-SARKING - EXTERNAL WALLS	R2.5-SARKING - EXTERNAL WALLS	R2.5-SARKING - EXTERNAL WALLS	R2.5-SARKING - EXTERNAL WALLS
R2 - WALLS BETWEEN GARAGE & LIVING	R2 - WALLS BETWEEN GARAGE & LIVING	R2.5 - SLAB	R2.5 - SLAB
R6 - SUSPENDED TIMBER FLOOR & CEILING	R6 - SUSPENDED TIMBER FLOOR & CEILING	R2.7 - SARKING - EXTERNAL WALLS & LIVING	R2.7 - SARKING - EXTERNAL WALLS & LIVING
R1.3 - ROOF	R1.3 - ROOF	R4 - SUSPENDED TIMBER FLOOR & CEILING	R4 - SUSPENDED TIMBER FLOOR & CEILING
R4 - BETWEEN GARAGE CEILING & LIVING ABOVE	R4 - BETWEEN GARAGE CEILING & LIVING ABOVE	R1.3 - ROOF	R1.3 - ROOF
WINDOW VALUES	WINDOW VALUES	R4 - BETWEEN GARAGE CEILING & LIVING ABOVE	R4 - BETWEEN GARAGE CEILING & LIVING ABOVE
WINDOWS: UVAL: 4.08 SHGC: 0.54	WINDOWS: UVAL: 4.08 SHGC: 0.54	R2.7 - WET AREA	R2.7 - WET AREA
SLIDING DOORS: UVAL: 4.02 SHGC: 0.61	SLIDING DOORS: UVAL: 4.02 SHGC: 0.61	WINDOW VALUES	WINDOW VALUES
		WINDOWS: UVAL: 4.08 SHGC: 0.54	WINDOWS: UVAL: 4.08 SHGC: 0.54
		SLIDING DOORS: UVAL: 4.02 SHGC: 0.61	SLIDING DOORS: UVAL: 4.02 SHGC: 0.61

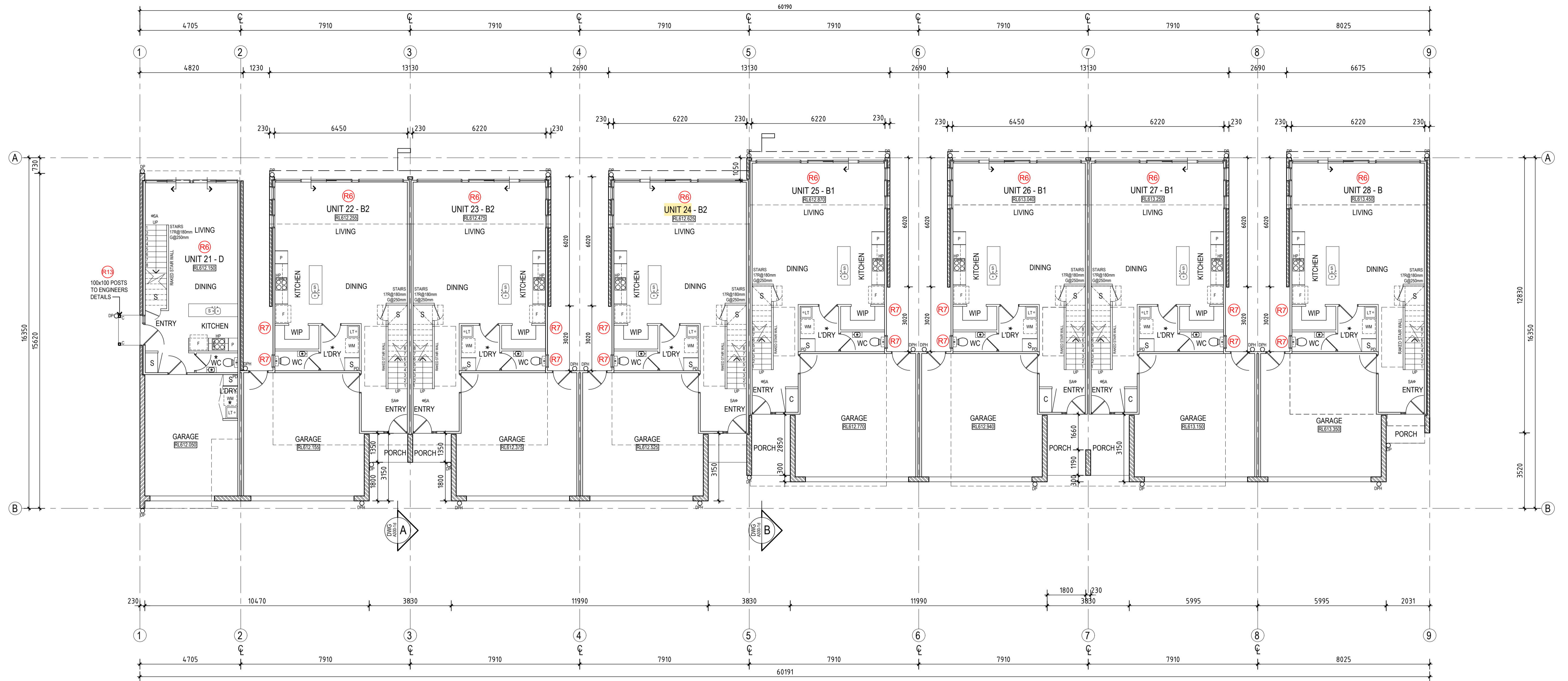
- L5 ENERGY RATINGS UPDATED
- L4 PLUMBING DUCT LOCATIONS ADDED
- L3 DOWN PIPES ADDED
- J3 CONCEALED GUTTERS CHANGED TO GUTTERS
- C3 SPECIFICATIONS ON SECTIONS MODIFIED.

- VR 01.11.18
- VR 01.11.18
- VR 01.11.18
- JM 5.10.18
- VR 11.05.18



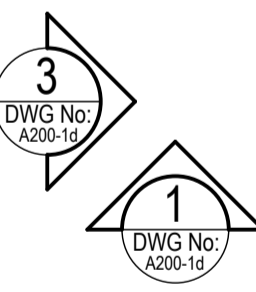
PROJECT ADDRESS <b>BLOCK 17 SECTION 64 WATSON</b>	PROJECT NAME <b>AKORA RESIDENCES</b>	SCALE 1:100@A1
DRAWING TITLE <b>BUILDING 1d</b>	CLIENT <b>AKORA RESIDENCES</b>	PRINT DATE 01.11.18
SECTIONS & NOTES		DESIGNED/ FRONT/OZTAL
		DRAWN
		PROJECT No 18961
		DWG No A300-1d
		REV:
		DRAWING STATUS BA
		ISSUE: L





Area: Unit 21 Lower Living: 43.5m <sup>2</sup> Upper Living: 64.9m <sup>2</sup> Total Living Area: 108.4m <sup>2</sup> Garage Area: 27.7m <sup>2</sup> Total Area: 136.1m <sup>2</sup>	Area: Unit 22 Lower Living: 64.4m <sup>2</sup> Upper Living: 59.1m <sup>2</sup> Total Living Area: 123.5m <sup>2</sup> Garage Area: 35.3m <sup>2</sup> Total Area: 158.8m <sup>2</sup>	Area: Unit 23 Lower Living: 64.4m <sup>2</sup> Upper Living: 59.1m <sup>2</sup> Total Living Area: 123.5m <sup>2</sup> Garage Area: 35.3m <sup>2</sup> Total Area: 158.8m <sup>2</sup>	Area: Unit 24 Lower Living: 64.5m <sup>2</sup> Upper Living: 59.1m <sup>2</sup> Total Living Area: 123.6m <sup>2</sup> Garage Area: 35.3m <sup>2</sup> Total Area: 158.9m <sup>2</sup>	Area: Unit 25 Lower Living: 64.5m <sup>2</sup> Upper Living: 78.3m <sup>2</sup> Total Living Area: 142.8m <sup>2</sup> Garage Area: 35.3m <sup>2</sup> Total Area: 178.1m <sup>2</sup>	Area: Unit 26 Lower Living: 64.4m <sup>2</sup> Upper Living: 78.2m <sup>2</sup> Total Living Area: 142.6m <sup>2</sup> Garage Area: 35.3m <sup>2</sup> Total Area: 177.9m <sup>2</sup>	Area: Unit 27 Lower Living: 64.4m <sup>2</sup> Upper Living: 78.2m <sup>2</sup> Total Living Area: 142.6m <sup>2</sup> Garage Area: 35.3m <sup>2</sup> Total Area: 177.9m <sup>2</sup>	Area: Unit 28 Lower Living: 65.8m <sup>2</sup> Upper Living: 56.3m <sup>2</sup> Total Living Area: 122.1m <sup>2</sup> Garage Area: 35.3m <sup>2</sup> Total Area: 157.4m <sup>2</sup>
---	---	---	---	---	---	---	---

**BUILDING 1d - TOTAL GFA = 1303.9m<sup>2</sup>**



**NOTE:**  
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN  
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION

**General Notes:**  
3 STARS - SHOWER HEADS WITH FLOW RATE OF LESS THAN 9/LM  
4 STARS - TOILETS  
4 STARS - TAPWARE IN KITCHENS & WET AREAS  
SOLAR HOT WATER HEATERS - ALL CLASS 1 DWELLINGS. COMPLIES WITH THE PLUMBING CODE OF AUSTRALIA, ACT B2 201 HOT-WATER SYSTEM STANDARDS.  
BUSHFIRE - ALL DWELLINGS TO BE CONSTRUCTED TO ACHIEVE BAL 12.5 IN ACCORDANCE WITH AS3959-2009.

**NOTE:**  
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

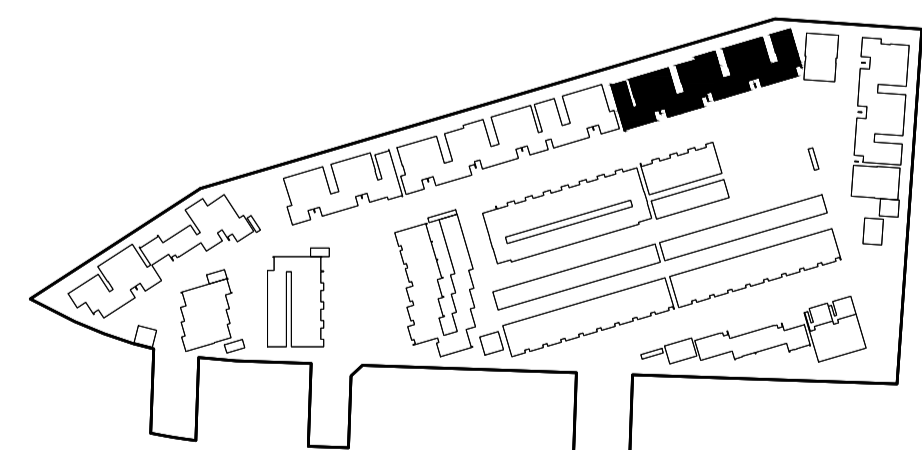
**WINDOWS**  
WINDOW OPENINGS LESS THAN 1.7m ABOVE FLOOR LEVEL TO UPPER LEVEL WINDOWS OR WINDOWS MORE THAN 2m ABOVE GROUND LEVEL TO BE RESTRICTED TO 125mm MAXIMUM OPENING. REFER - CLAUSE 3.9.2.5 OF THE NCC.

ALL UPPER FLOOR LEVEL WINDOWS DIRECTLY FACING OTHER WINDOWS AT UPPER FLOOR LEVEL ARE TO BE OBSCURE TO 1.7m ABOVE FINISHED FLOOR LEVEL.

THE DEVELOPMENT IS TO COMPLY WITH AS1680.0 AND AS1158.3.1 IN RELATION TO INTERIOR LIGHTING SAFE MOVEMENT AND ROAD LIGHTING FOR PEDESTRIAN AREAS RESPECTIVELY.

PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL AMENDED**  
PURSUANT TO SECTION 198  
IN RESPECT OF THE NOMINATED  
AMENDMENTS ONLY

Delegate name: **Fawzia Majid**  
Date: **26/9/2019**



LOCATION PLAN - NTS



FRET FLOOR DICKSON  
SQUARE DICKSON  
C/O PO BOX 31705 CAMBERRA  
CITY ACT 2601  
P: 02 6257 5485  
F: 02 6257 3385

LEVEL 2 PACIFIC  
HIGHWAY  
ST LEONARDS NSW  
2060  
P: 02 996 1922  
F: 02 9497 0552

NOMINATED ARCHITECT:  
NICK PELLE  
NSW REGISTRATION NO:  
5428

**REFER TO SHEET A000  
FOR ALL AMENDMENTS**



REV DESCRIPTION

BY DATE

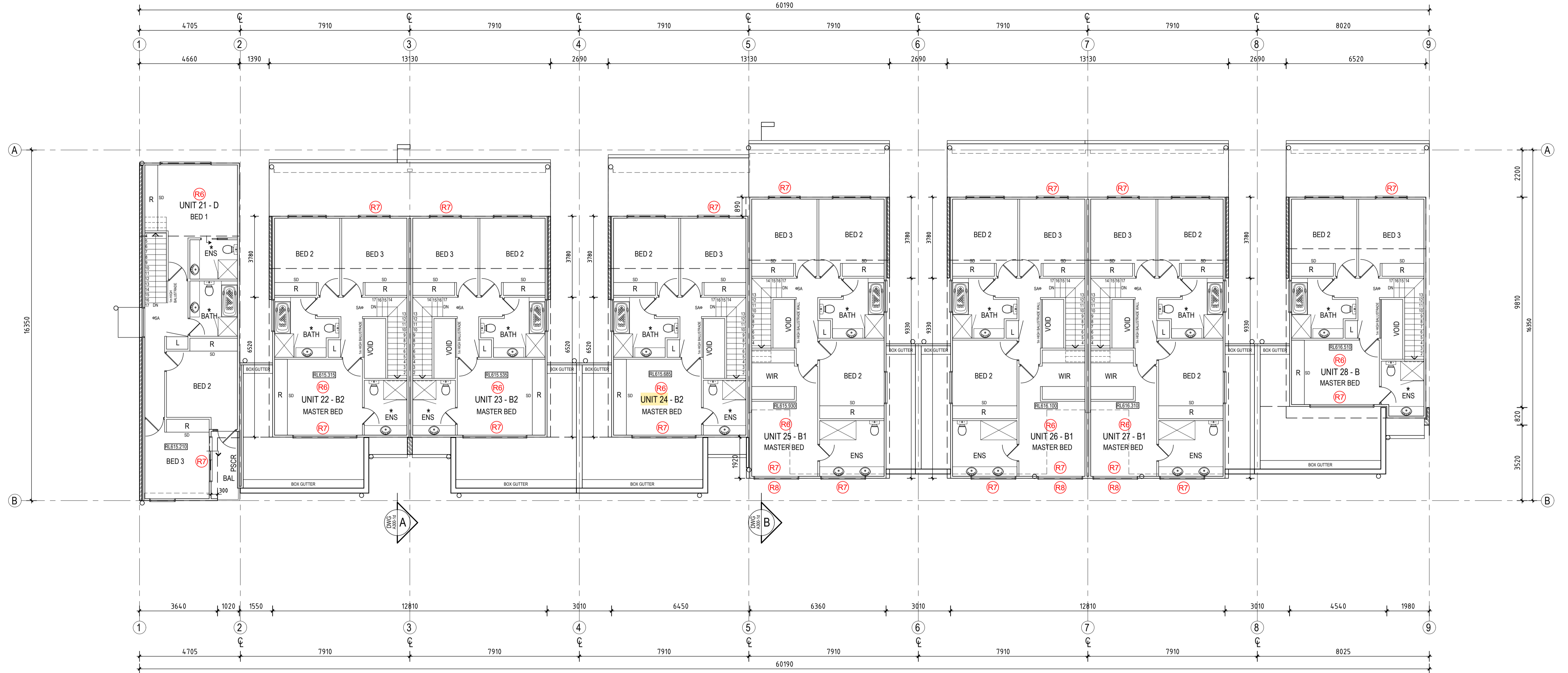
PROJECT ADDRESS  
**B36/S64-WATSON  
PREVIOUSLY BLOCK 17 (Block y)**

DRAWING TITLE  
**BUILDING 1d - LOWER FLOOR  
UNITS 21 TO 28**

PROJECT NAME  
**AKORA RESIDENCES**

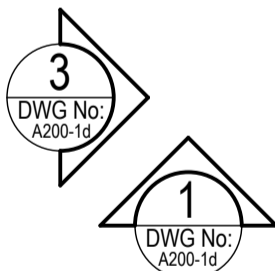
CLIENT  
**AKORA RESIDENCES**

SCALE: 1:100@A1  
PRINT DATE: 18.03.19  
DESIGNED/ DRAWN: FRONT/OZTAL  
PROJECT No: 18961  
DWG No: A100-1d REV: A  
DRAWING STATUS: DA  
ISSUE:



Unit	Lower Living Area (m <sup>2</sup> )	Upper Living Area (m <sup>2</sup> )	Total Living Area (m <sup>2</sup> )	Garage Area (m <sup>2</sup> )	Total Area (m <sup>2</sup> )
Unit 21	43.5	64.9	108.4	27.7	136.1
Unit 22	64.4	59.1	123.5	35.3	158.8
Unit 23	64.4	59.1	123.5	35.3	158.8
Unit 24	64.5	59.1	123.6	35.3	158.9
Unit 25	64.5	78.2	142.7	35.3	178.1
Unit 26	64.4	78.2	142.6	35.3	177.9
Unit 27	64.4	78.2	142.6	35.3	177.9
Unit 28	65.8	56.3	122.1	35.3	157.4

**BUILDING 1d - TOTAL GFA = 1303.9m<sup>2</sup>**



**NOTE:**  
PLANS TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS DRAWINGS AND REPORTS INCLUDING ENGINEERING AND STRUCTURAL PLANS, HYDRAULIC PLANS, MECHANICAL PLANS & LANDSCAPE PLAN  
IF ANY DISCREPANCIES PLEASE SEEK CLARIFICATION PRIOR TO CONSTRUCTION

**General Notes:**  
3 STARS - SHOWER HEADS WITH FLOW RATE OF LESS THAN 9L/M  
4 STARS - TOILETS  
4 STARS - TAPWARE IN KITCHENS & WET AREAS  
SOLAR HOT WATER HEATERS - ALL CLASS 1 DWELLINGS. COMPLIES WITH THE PLUMBING CODE OF AUSTRALIA, ACT B2 201 HOT-WATER SYSTEM STANDARDS.  
BUSHFIRE - ALL DWELLINGS TO BE CONSTRUCTED TO ACHIEVE BAL 12.5 IN ACCORDANCE WITH AS3959-2009.

**NOTE:**  
FIT FRAME TYPE SO THAT DOOR IS READILY REMOVABLE FROM OUTSIDE OF WC COMPARTMENT OR DOOR TO SWING OUT OF COMPARTMENT IF NOT ACHIEVING 1200 FROM PAN TO NEAREST PART OF DOORWAY.

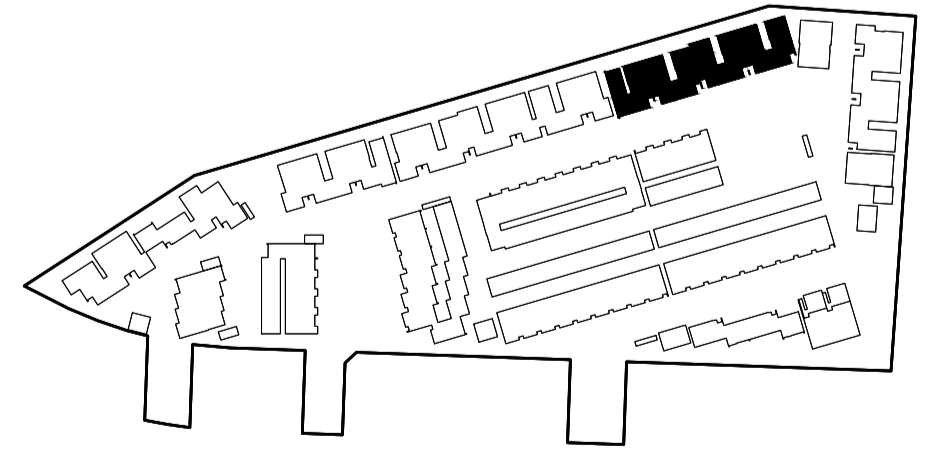
**WINDOWS**  
WINDOW OPENINGS LESS THAN 1.7m ABOVE FLOOR LEVEL TO UPPER LEVEL WINDOWS OR WINDOWS MORE THAN 2m ABOVE GROUND LEVEL TO BE RESTRICTED TO 125mm MAXIMUM OPENING. REFER - CLAUSE 3.9.2.5 OF THE NCC.

ALL UPPER FLOOR LEVEL WINDOWS DIRECTLY FACING OTHER WINDOWS AT UPPER FLOOR LEVEL ARE TO BE OBSCURE TO 1.7m ABOVE FINISHED FLOOR LEVEL.

THE DEVELOPMENT IS TO COMPLY WITH AS1680.0 AND AS1158.3.1 IN RELATION TO INTERIOR LIGHTING SAFE MOVEMENT AND ROAD LIGHTING FOR PEDESTRIAN AREAS RESPECTIVELY.

PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL AMENDED**  
PURSUANT TO SECTION 198  
IN RESPECT OF THE NOMINATED  
AMENDMENTS ONLY

Delegate name Fawzia Majid  
Date 26/9/2019



LOCATION PLAN - NTS



FRET FLOOR DICKSON  
SQUARE DICKSON  
C/O BOX 3170 CAMBERRA  
CITY ACT 2601  
P: 02 6257 3488  
F: 02 6257 3385  
LEVEL 2 PACIFIC  
HIGHWAY  
ST LEONARDS NSW  
2055  
P: 02 996 1922  
F: 02 9497 0252  
NOMINATED ARCHITECT:  
NICK PELLE  
HOW REGISTRATION NO:  
5428

**REFER TO SHEET A000  
FOR ALL AMENDMENTS**



REV DESCRIPTION

BY DATE

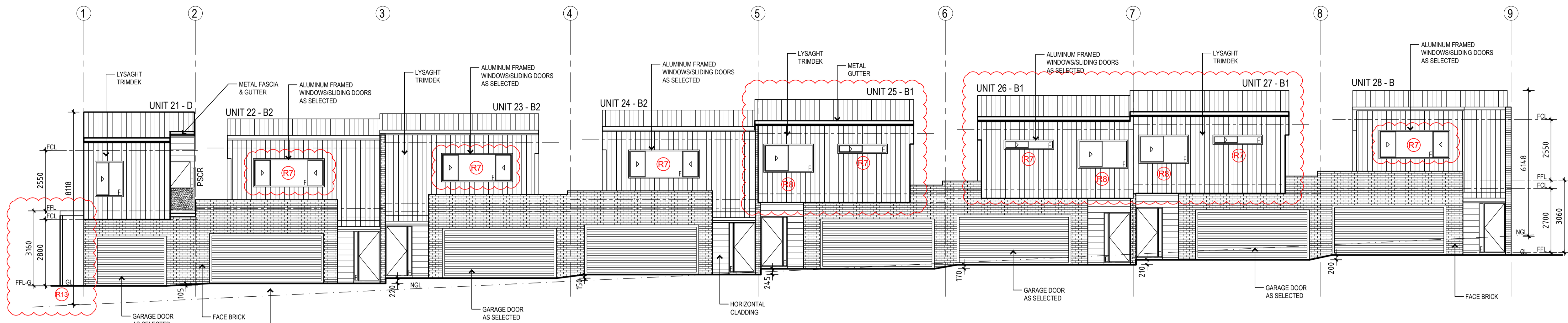
PROJECT ADDRESS  
B36/S64-WATSON  
PREVIOUSLY BLOCK 17 (Block y)

DRAWING TITLE  
BUILDING 1d - UPPER FLOOR  
UNITS 21 TO 28

PROJECT NAME  
AKORA RESIDENCES

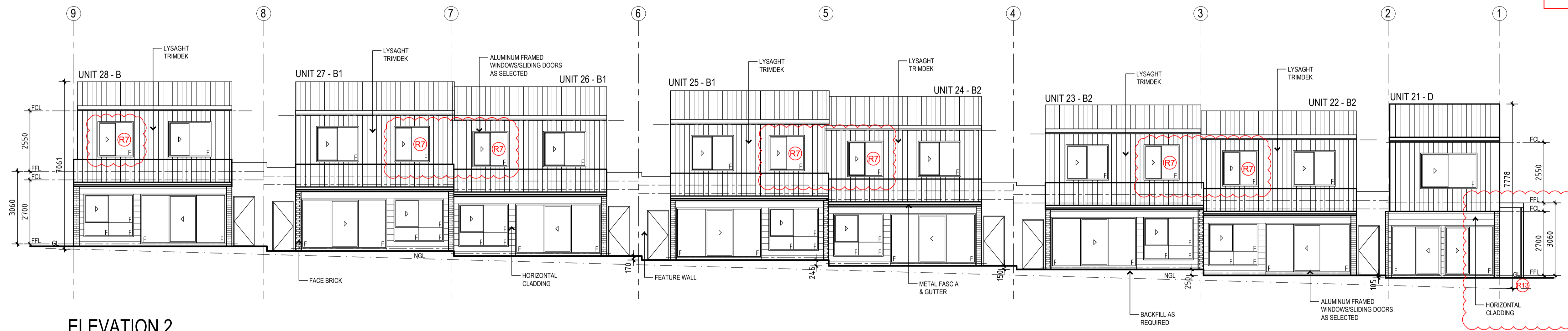
CLIENT  
AKORA RESIDENCES

SCALE 1:100@A1  
PRINT DATE 11.06.19  
DESIGNED/ FRONT/OZTAL  
DRAWN  
PROJECT No 18961  
DWG No A101-1d REV: A  
DRAWING STATUS DA ISSUE:

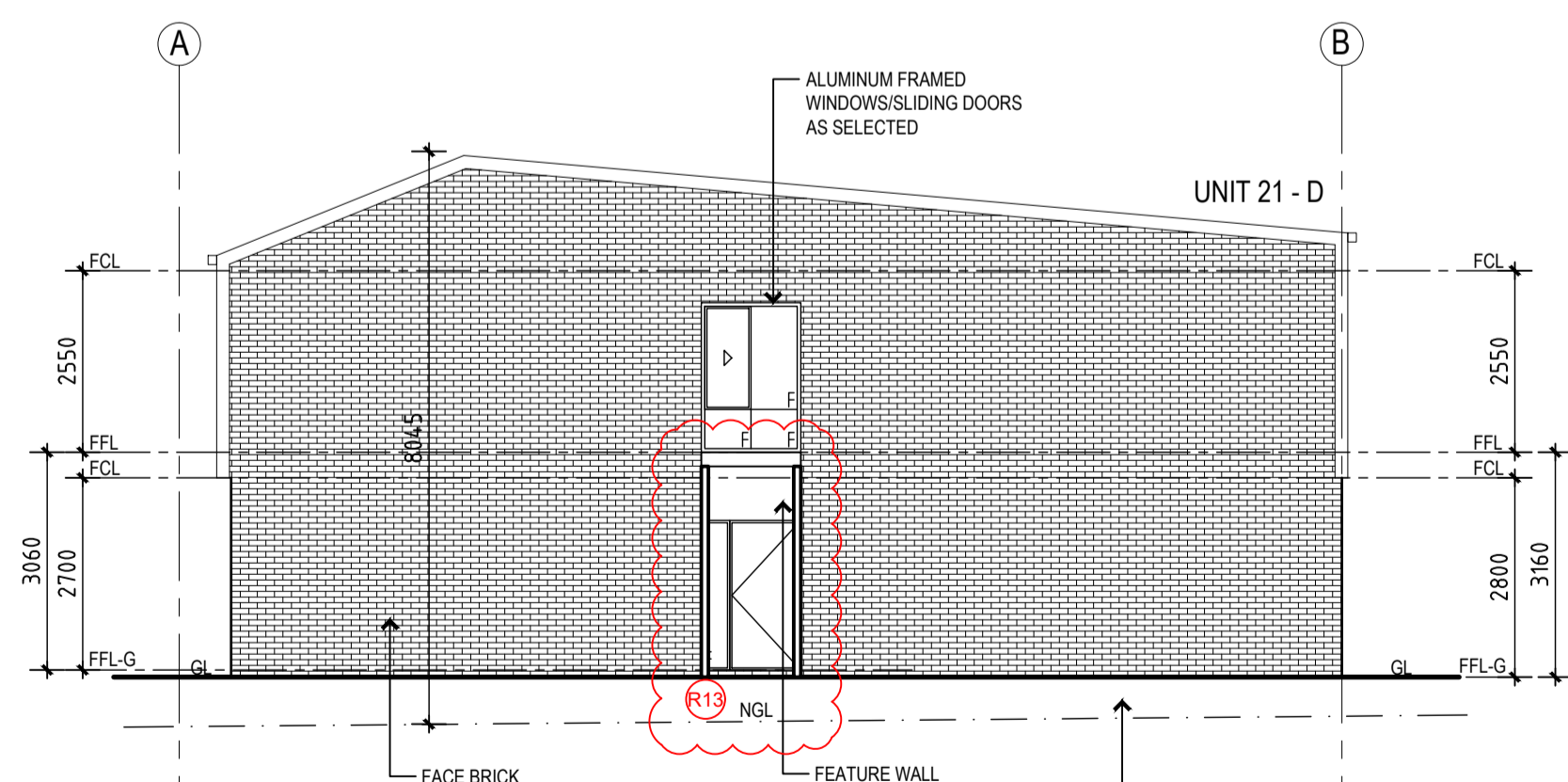


ELEVATION 1  
SCALE 1:100

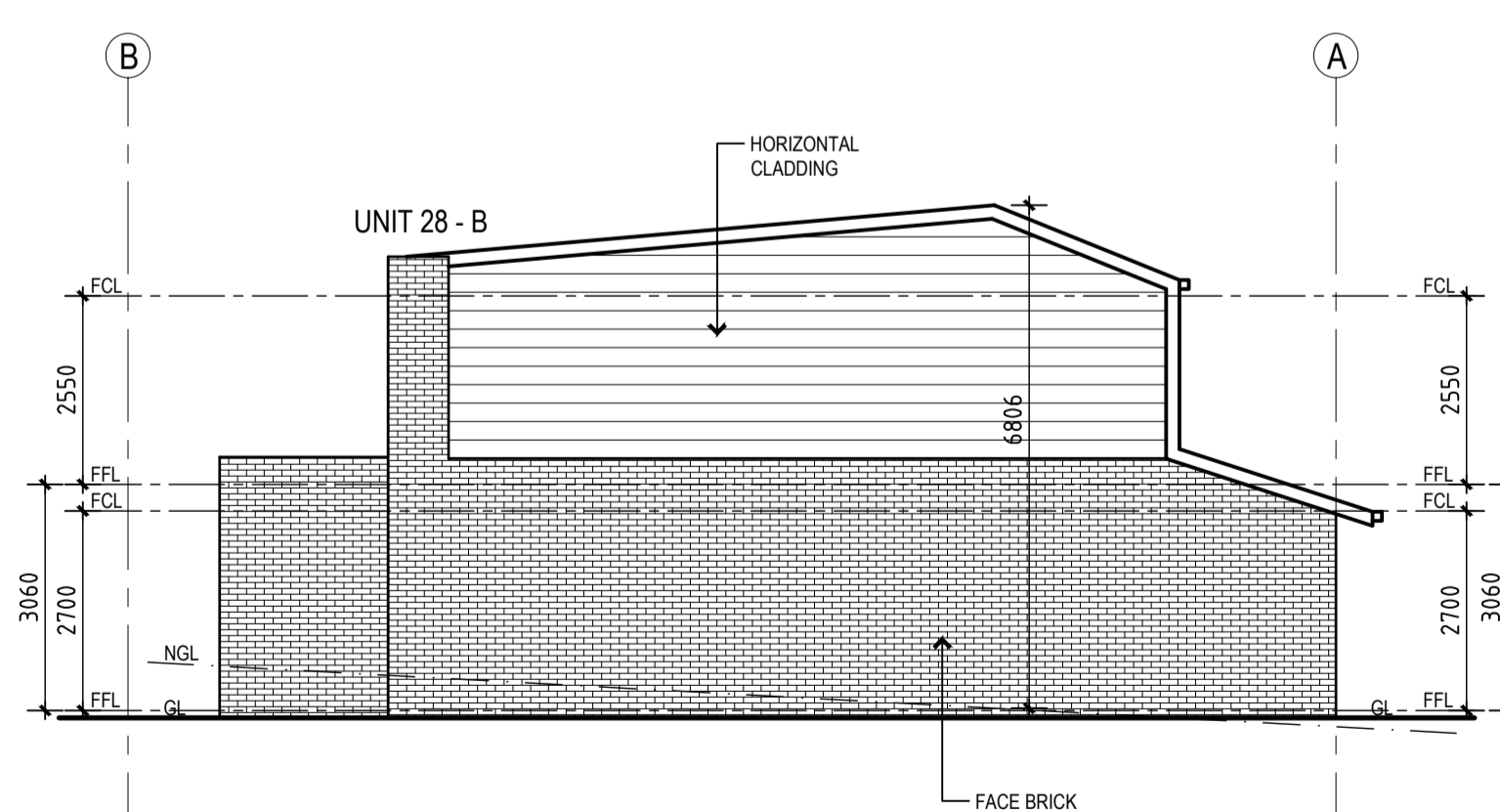
PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL AMENDED**  
PURSUANT TO SECTION 198  
IN RESPECT OF THE NOMINATED  
AMENDMENTS ONLY  
  
Delegate name Fawzia Majid  
Date 26/9/2019











ELEVATION 2  
SCALE 1:100



ELEVATION 3  
SCALE 1:100



ELEVATION 4  
SCALE 1:100

 <b>R12</b> <b>FACE BRICK</b> SIMILAR TO AUSTRAL - WILDERNESS BLACK/BUIT	 <b>R12</b> <b>HORIZONTAL CLADDING</b> SIMILAR TO SCYON - STRIA (25mm) COLOUR SIMILAR TO GREY PEBBLE (DULUX)	 <b>R12</b> <b>GARAGE DOORS</b> COLOUR SIMILAR TO MONUMENT (COLORBOND)
 <b>R12</b> <b>WALLS &amp; ROOFS (5°, 10°, 18°, 22° PITCH)</b> SIMILAR TO LYSAGHT - TRIMDEK COLOUR SIMILAR TO MONUMENT (COLORBOND) FASCIA & GUTTER TO MATCH	 <b>R12</b> <b>FEATURE WALL</b> FC SHEETING OR MASONRY WITH AN APPLIED RENDER FINISH & PAINTED. COLOUR SIMILAR TO MONUMENT (COLORBOND) REFER TO FLOOR PLANS FOR MATERIALS	 <b>R12</b> <b>HANDRAILS/AWNINGS/FENCING</b> OPACQUE GLASS BALUSTRADES TO BALCONY'S COLOUR SIMILAR TO MONUMENT (COLORBOND)
 <b>R12</b> <b>ROOFS (2° PITCH)</b> SIMILAR TO LYSAGHT - TRIMDEK COLOUR SIMILAR TO MONUMENT (COLORBOND) FASCIA & GUTTER TO MATCH	 <b>R12</b> <b>WINDOW &amp; DOOR FRAMES</b> COLOUR SIMILAR TO MONUMENT (COLORBOND)	

**OZTAL**  
ARCHITECTS

FRET FLOOR DICKSON  
SQUARE DICKSON  
C/O PO BOX 3170 CANBERRA  
CITY ACT 2601  
P: 02 6257 3488  
F: 02 6257 3385  
LEVEL 2 PACIFIC  
HIGHWAY  
ST LEONARDS NSW  
2065  
P: 02 9956 1922  
F: 02 9499 0255  
NOMINATED ARCHITECT:  
NICK PELLE  
NSW REGISTRATION NO:  
5428

**REFER TO SHEET A000  
FOR ALL AMENDMENTS**

APPROVAL DATE  
29/04/2020  
**CAPITAL CERTIFIERS**  
BUILDING APPROVAL  
BANKERS WALK 4/32 THE  
BUILDING ACT 2016  
CAPITAL CERTIFIERS  
PTY LTD  
COLL LDC 2012 818  
ACN: 158 851 239

REV DESCRIPTION

BY DATE

PROJECT ADDRESS  
**B36/S64-WATSON  
PREVIOUSLY BLOCK 17 (Block y)**  
  
DRAWING TITLE  
**BUILDING 1d  
ELEVATIONS**

PROJECT NAME  
**AKORA RESIDENCES**  
  
CLIENT  
**AKORA RESIDENCES**

SCALE 1:100@A1  
PRINT DATE 18.03.19  
DESIGNED/ FRONT/OZTAL  
PROJECT No 18961  
DWG No A200-1d REV: A  
DRAWING STATUS DA ISSUE:

**NOTES**

**GENERAL**  
 BUILDER TO PROVIDE ALL LABOUR, MATERIALS, FITTINGS, PLANT, TOOLS, PERMITS, INSURANCE AND THE LIKE NECESSARY FOR THE PROPER COMPLETION OF THE WORK AND ENSURE THAT ALL LABOUR AND MATERIALS IN ALL TRADES ARE THE BEST OF THEIR RESPECTIVE KINDS. BUILDER IS TO VISIT THE SITE AND INFORM HIMSELF OF SCOPE OF WORK PRIOR TO COMMENCING.  
 FOLLOW FIGURED DIMENSIONS ON THE DRAWINGS. CHECK AND VERIFY DIMENSIONS PRIOR TO STARTING ANY WORK.  
 BUILDING SETBACKS AND DIMENSIONS TO BE VERIFIED BY SURVEYOR PRIOR TO COMMENCING AND WORK.  
 MATERIALS AND WORKMANSHIP TO BE IN ACCORDANCE WITH THE NCC, THE A.C.T. APPENDIX AND ALL OTHER RELEVANT CODES. BUILDER SHALL BE RESPONSIBLE FOR THE GENERAL WATER TIGHTNESS OF THE ENTIRE WORKS IN ALL TRADES.

**FOOTINGS**  
**REFER TO ENGINEERING FOR DETAILS**  
 FOOTINGS TO BE IN ACCORDANCE WITH ENGINEERING SPECS AND AS2870 PART 1. FOOTINGS TO BE TAKEN DOWN TO SOLID GROUND.

**BRICKWORK**  
 BRICKWORK AS SELECTED REFER TO DRAWINGS FOR FINISHES  
 UNLESS OTHERWISE NOTED  
 GENERALLY 230X110X76MM BRICKS BONDED IN STRETCHER BOND.

MORTAR TO COMPLY WITH THE REQUIREMENTS OF RELEVANT SAA CODES.  
 CEMENT MORTAR:  
 6 PART SAND  
 1 PART CEMENT  
 1 PART LIME

**LINTELS FOR BRICKWORK**  
**REFER TO ENGINEERING FOR DETAILS**  
 WHERE SPANS ARE UP TO 1500MM PROVIDE 150MM BEARING ONTO BRICKWORK.  
 WHERE SPANS ARE OVER 1500MM PROVIDE 230MM BEARING ONTO BRICKWORK.  
 WHERE STEEL ANGLES ARE USED ENSURE THAT THE LONGER LEG IS PLACED VERTICAL.

GALVANISED LINTELS SIMILAR TO GALINTELS SPANS UP TO 1000MM: LINTEL 75X10MM - T BEAM 150  
 SPANS 1200 TO 2100MM: LINTEL 100X100X10MM ANGLE - T BEAM 150  
 SPANS 2400 TO 3000MM: LINTEL 150X100X10MM ANGLE - T BEAM 250  
 FOR OTHER SPANS REFER TO MANUFACTURES SPEC OR ENGINEERS DETAIL.

**TIMBER STUD WORK**  
 ALL TIMBERWORK TO COMPLY WITH THE REQUIREMENTS OF AS 1684 NATIONAL TIMBER FRAMING CODE.  
 TIMBER FLOOR JOIST TO BE IN ACCORDANCE WITH ENGINEERING PLANS  
 90X35 PINE PLATES AND NOGGING.  
 PROVIDE SECOND 90X45 TOP PLATE TO ALL LOAD BEARING WALLS.  
 90X35 PINE STUDS AT 450 CTRS TO ALL LOAD BEARING WALLS AND  
 AT 600 CTRS TO NON-LOAD BEARING WALLS.  
 PROVIDE 90X45 F8 STUDS TO BOTH SIDES OF OPENINGS CARRYING LINTELS  
 F8 TIMBER TO WALLS SUPPORTING TRUSSES WITH SPANS GREATER THAN 6M.  
 50X38MM OR 28mm FURRING CHANNELS CEILING BATTENS AS SELECTED AT 450 CTRS  
 10MM PLASTERBOARD WALL AND CEILING LINING.  
 FIBROUS CEMENT SHEET WALL LINING TO EAVES.

**ROOF**

METAL ROOFING - AS NOTED ON DRAWING  
 METAL FASCIA AND GUTTER AS SELECTED.  
 ROOF PITCH (REFER TO ROOF PLAN).

TRUSSES AT 900MM CTRS. FIXED TO MANUFACTURES SPECIFICATIONS.  
 LINTEL SIZE TO TRUSS MANUFACTURERS CHARTS.

PROVIDE DAMP PROOF COURSE AT BEARER SEATING LEVEL.  
 PROVIDE STEPPED CAVITY FLASHING WITH WEEP HOLES AT 1200MM CENTRES TO THE EXTERNAL BRICK SKIN  
 AT GROUND FLOOR LEVEL, UNDER WINDOW SILLS AND IN BRICKWORK ABOVE WINDOWS.

UNLESS OTHERWISE DIRECTED  
 EXTERNAL STEPS TO BE 75MM REINFORCED CONCRETE.  
 RISER: 172MM GOING: 265MM MIN. UNLESS OTHERWISE NOTED.

**CONCRETE SLAB**  
 REFER TO ENGINEERING FOR DETAILS

PROVIDE CLEAN WELL CONSOLIDATED FILL UNDER SLAB AS REQUIRED.  
 WHERE FILL EXCEEDS 400MM PROVIDE PIERS TO ENGINEERS SPECIFICATION

0.2MM POLYETHYLENE MOISTURE BARRIER UNDER CONCRETE SLAB.

PROVIDE REINFORCED CONCRETE STRIP FOOTING OR THICKENING IN SLAB UNDER LOAD BEARING WALLS AS PER AS 2870.1

**PLASTERER/INTERNAL LININGS**  
 WALL FRAMING TO ALL ROOMS TO BE COVERED WITH CLOSE JOINT LININGS: THE JOINTS BEING BACKED WITH EITHER NOGGINGS OR STUDS AS REQUIRED BY MANUFACTURER. ALL LININGS SHALL BE SECURELY FIXED.  
 UNLESS OTHERWISE NOTED.

PLASTERBOARD (MIN 10MM THICK) WALL AND CEILING LINING.

FIBROUS CEMENT SHEET WALL LINING TO WET AREAS.

PROVIDE CORNICE OR AS SELECTED SHALL BE FIXED AT INTERSECTIONS OF ALL BEAM AND WALL JUNCTIONS WITH CEILINGS.

**DRAINAGE AND PLUMBING**  
 PROVIDE ALL NECESSARY DRAINAGE REQUIRED FOR THE DISCHARGE AND CONNECTION TO APPROPRIATE TIES OF SEWERAGE, STORMWATER AND OTHER DRAINAGE SERVICES AS REQUIRED FOR THE PROPER FUNCTIONING OF THE FACILITIES AS REQUIRED BY THE APPROPRIATE AUTHORITIES.

PROVIDE ALL AGRICULTURAL DRAINS AS REQUIRED TO DIVERT WATER AND MOISTURE WHICH MAY CAUSE SEEPAGE TO THE BUILDING STRUCTURE.

PROVIDE ALL NECESSARY PLUMBING MATERIALS AND SERVICES REQUIRED FOR THE PROPER OPERATION OF ALL SANITARY FIXTURES AND FITTINGS, WATER SUPPLY AND RETICULATION, ROOF PLUMBING, FLASHINGS AND THE LIKE AS NECESSITATED BY THE WORKS.

**PAINTER**  
 PROVIDE ALL PAINTERS WORK AS REQUIRED BY THE BUILDER AND AS NECESSITATED BY THE NATURE OF THE JOB. WORK TO BE FINISHED IN THE BEST MANNER, ENSURE SURFACES ARE SMOOTH AND PERFECTLY CONDITIONED TO TAKE THE APPLIED FINISH.

**WINDOW**

PROVIDE ALL NECESSARY MATERIALS, FIXINGS, FRAMES, GLAZING, FLY SCREENS AND THE LIKE CONFORMING TO ALL RELEVANT TRADE PRACTICES AND CODES. ENSURE THE CORRECT OPERATION OF WINDOWS, SLIDING DOORS AND THE LIKE, ENSURING CORRECT PROTECTION FROM WATER AND THE LIKE.

**ELECTRICAL**  
 SUPPLY ERECT AND CONNECT ALL NECESSARY MATERIAL TO COMPLETE THE ELECTRICAL INSTALLATION FOR ITS FULL SATISFACTORY OPERATION AND IN ACCORDANCE WITH AUTHORITIES REQUIREMENTS, RELEVANT CODES AND REGULATIONS AND AS DIRECTED BY THE BUILDER.

FORWARD ALL NOTICES, ARRANGE FOR ALL INSPECTIONS AS REQUIRED BY THE RELEVANT AUTHORITIES.

**SMOKE ALARMS** ARE TO BE INSTALLED IN ACCORDANCE WITH NCC, COMPLY WITH AS3786 AND ALL OTHER RELEVANT CODES. SMOKE ALARMS ARE TO BE CONNECTED TO MANPOWER WITH BATTERY BACK UP, AND WIRED IN ACCORDANCE WITH AS3000. SMOKE ALARMS TO BE INTERCONNECTED ON ALL FLOORS

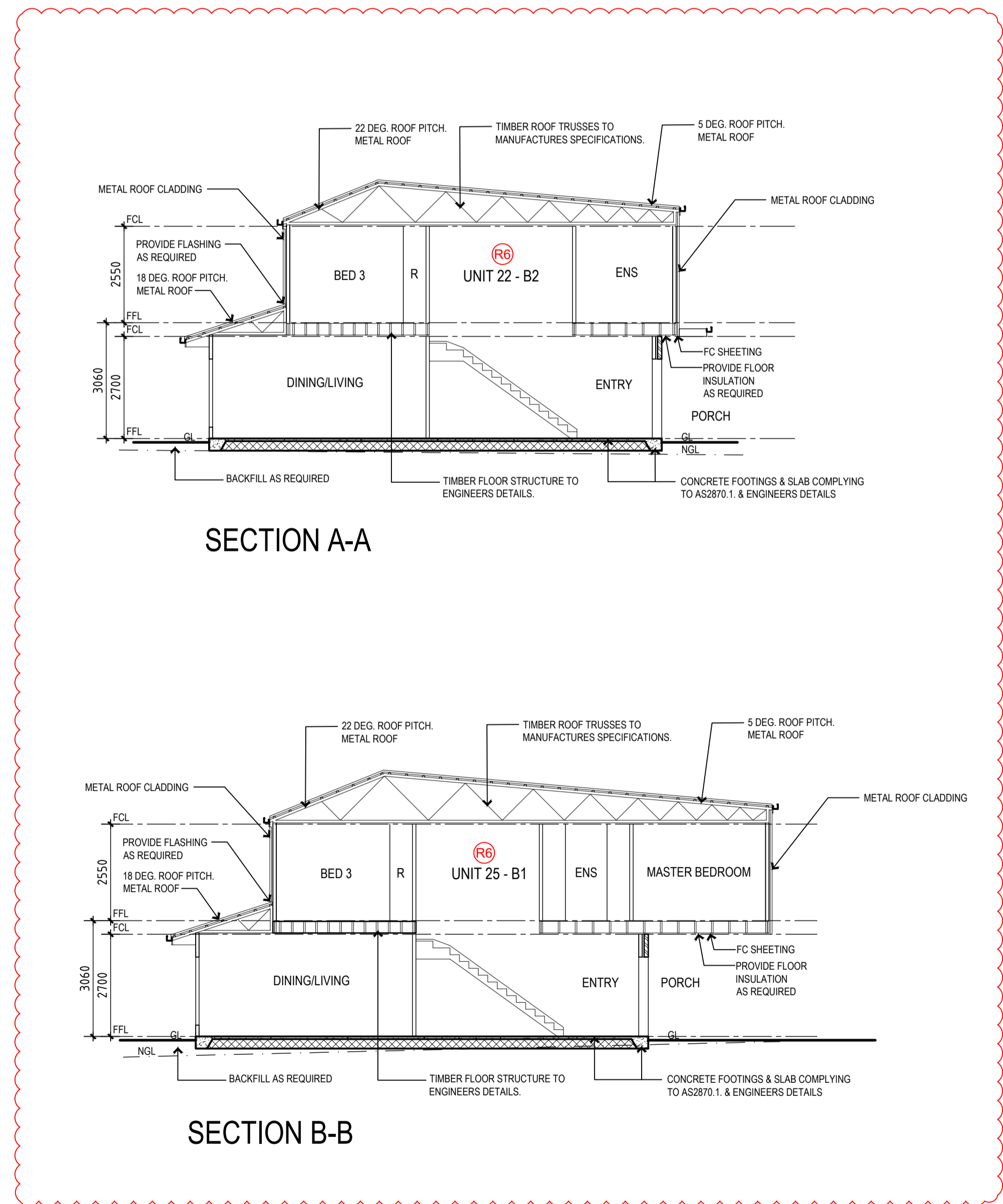
**EXTERNAL**  
 GROUND LEVELS, AND STEPS ARE APPROXIMATE ONLY. ACTUAL GROUND/ SITE CONDITIONS TO BE VERIFIED PRIOR TO CONSTRUCTION.

FIBROUS CEMENT SHEET LININGS TO EAVES.

LANDING ON BRICK WALLS TO BE 100MM THICK REINFORCED WITH 1 LAYER F718 MESH.

PROVIDE YARD SUMPS AS REQUIRED.

PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL AMENDED**  
 PURSUANT TO SECTION 198  
 IN RESPECT OF THE NOMINATED  
 AMENDMENTS ONLY  
 Delegate name Fawzia Majid  
 Date 26/9/2019



Copyright  
 Reproduction of this whole or part of the document constitutes an infringement of copyright. The information, ideas and concepts contained in this document are confidential. The recipient of this document takes prohibited from such information, ideas and concepts to any person without the prior written consent of the copyright holder.

FRET FLOOR DICKSON  
 SQUARE DICKSON  
 GPO BOX 31705 CANBERRA  
 CITY ACT 2601  
 P: 02 6257 3485  
 F: 02 6257 3885  
 LEVEL 2 PACIFIC  
 HIGHWAY  
 ST LEONARDS NSW  
 2065  
 P: 02 9956 1922  
 F: 02 9495 0525  
 NOMINATED ARCHITECT:  
 NICK PELLE  
 NSW REGISTRATION NO:  
 5428

**REFER TO SHEET A000  
 FOR ALL AMENDMENTS**

APPROVAL DATE  
 29/04/2020  
 CAPITAL  
 CERTIFIERS  
 BUILDING APPROVAL  
 NUMBER 18961-1-32  
 Building Act 2016  
 CAPITAL CERTIFIERS  
 PTY LTD  
 COALUC, 2012 818  
 ACN: 158 851 239

**OZTAL  
 ARCHITECTS**

PROJECT ADDRESS  
**B36/S64-WATSON  
 PREVIOUSLY BLOCK 17 (Block y)**  
 DRAWING TITLE  
**BUILDING 1d  
 SECTIONS & NOTES**

PROJECT NAME  
 AKORA RESIDENCES  
 CLIENT  
 AKORA RESIDENCES

SCALE 1:100@A1  
 PRINT DATE 18.03.19  
 DESIGNED/ FRONT/OZTAL  
 DRAWN  
 PROJECT No 18961  
 DWG No A300-1d REV: A  
 DRAWING STATUS DA ISSUE:

REV DESCRIPTION

BY DATE

**CONSTRUCTION NOTES**

D.1 EXISTING SERVICE TIE TO BE UPGRADE TO MATCH PROPOSED DESIGN LEVELS AND GRADE. DOCUMENTATION OF TIE TO BE UNDERTAKEN BY CIVIL CONSULTANT INCLUDING ALL ICON APPROVALS.

D.2 MAIN SITE OVERFLOW RELIEF GULLY TO BE INSTALLED IN ACCORDANCE WITH AS/NZS 3500.2, CLAUSE 4.6.6.

D.3 PROVIDE DISCONNECTOR GULLIES TO EACH INDIVIDUAL UNIT IN ACCORDANCE WITH ACCESS (CANBERRA REQUIREMENTS). ALL GULLIES NOT CHARGED BY FIXTURE ARE TO BE CHARGED BY HOSE COCK OVER.

D.4 INSPECTION SHAFTS TO BE PROVIDED ON EACH BRANCH TO INDIVIDUAL UNIT IN ACCORDANCE WITH AS/NZS 3500.2, CLAUSE 14.2.3.

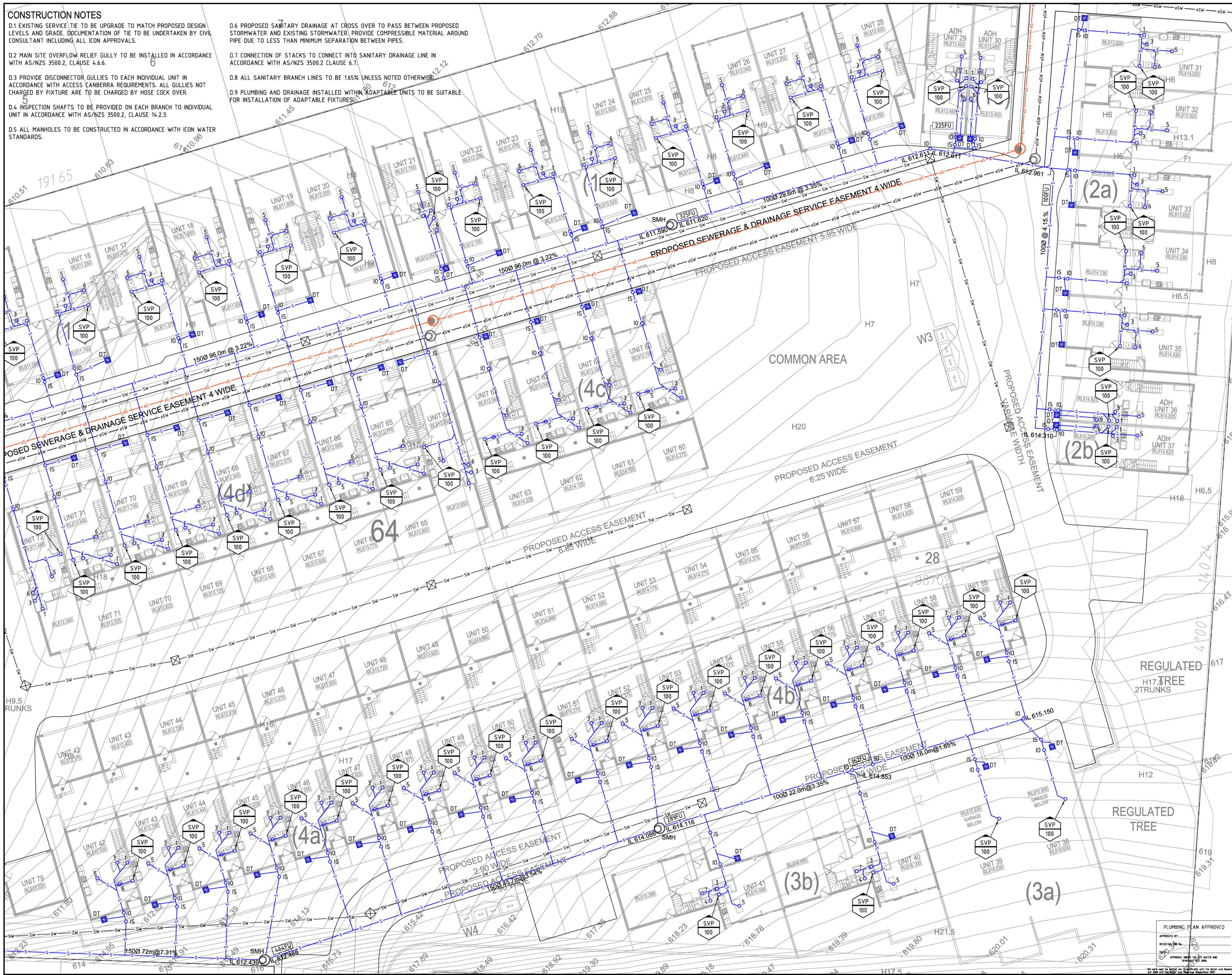
D.5 ALL MANHOLES TO BE CONSTRUCTED IN ACCORDANCE WITH ICON WATER STANDARDS.

D.6 PROPOSED SANITARY DRAINAGE AT CROSS OVER TO PASS BETWEEN PROPOSED STORMWATER AND EXISTING STORMWATER, PROVIDE COMPRESSIBLE MATERIAL AROUND PIPE DUE TO LESS THAN MINIMUM SEPARATION BETWEEN PIPES.

D.7 CONNECTION OF STACKS TO CONNECT INTO SANITARY DRAINAGE LINE IN ACCORDANCE WITH AS/NZS 3500.2 CLAUSE 6.7.

D.8 ALL SANITARY BRANCH LINES TO BE 165% UNLESS NOTED OTHERWISE.

D.9 PLUMBING AND DRAINAGE INSTALLED WITHIN ADAPTABLE UNITS TO BE SUITABLE FOR INSTALLATION OF ADAPTABLE FIXTURES.



DRAINAGE PLAN No. ....



No.	Date	Description
A	21.09.2018	FOR INFORMATION
B	27.09.2018	FOR CERTIFICATION
C	28.02.2020	WORK AS EXECUTED

**AS CONSTRUCTED**

Design & Construct Hydraulic Contractor:

68 Dacre Street Mitchell, ACT 2911  
 Mob: 0412 627 569 Email: rustypipe1@gmail.com

Project Manager:

02 6290 6639  
 BanyanConstructions.com.au  
 Unit 2/17 Townsville St Pyrawick  
 PO Box 325, Pyrawick ACT 2609

Project Title:  
**PROPOSED MULTI UNIT DEVELOPMENT**

Client:  
**AKORA RESIDENCE PTY LTD**

Project Address:  
**NEGUS CRESCENT  
 WATSON ACT**

Block: 17 Section: 64 Division: WATSON

**HYDRAULIC SERVICES  
 SANITARY DRAINAGE**

Drawn: PW Designer: PW Reviewer: AV Verifier: BC

Scale: 1:200 @A1

Project No: 18/20 Sheet No: H03 Amendment: C

PLUMBING PLAN APPROVED

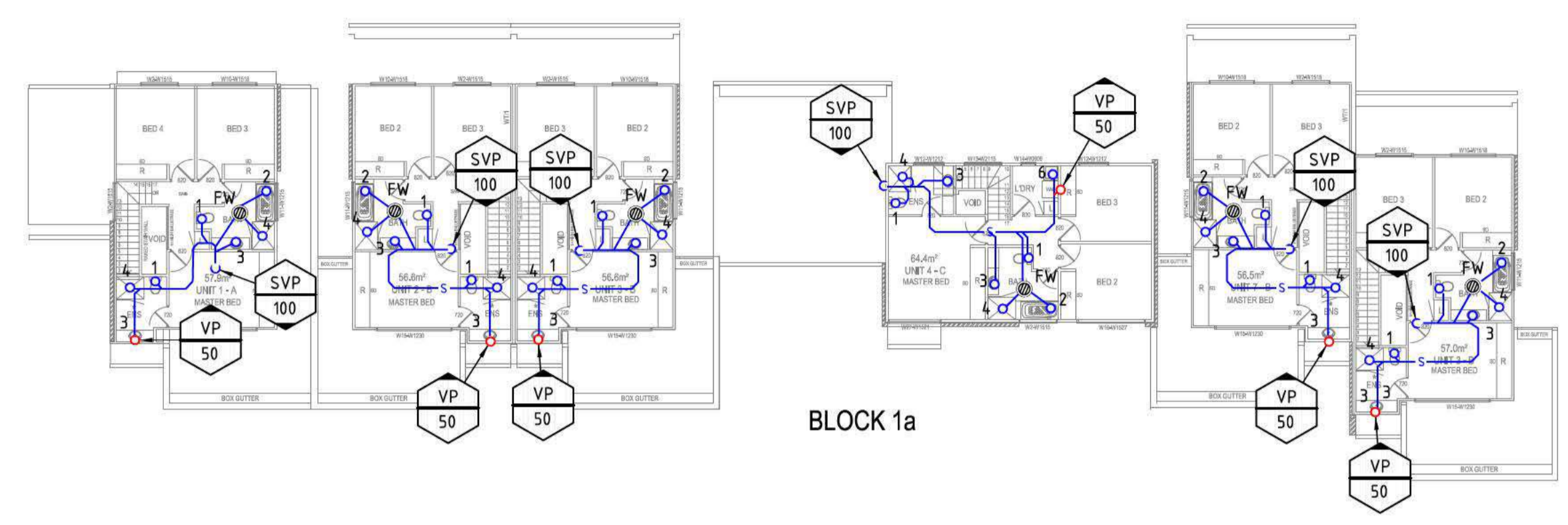
APPROVED BY: [Signature]

REGISTERED NO. [Number]

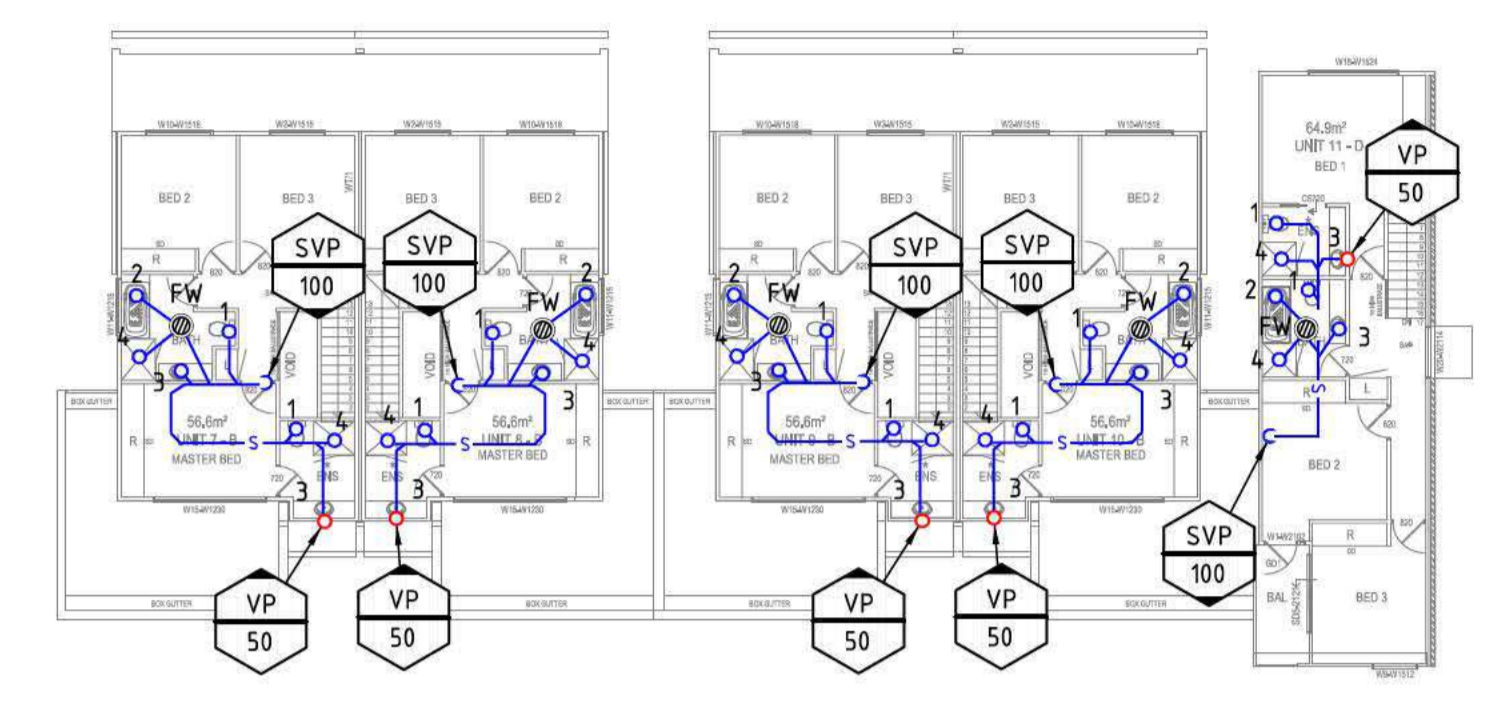
APPROVAL UNDER THE BUILDING ACT 2011 AND THE BUILDING REGULATIONS 2011



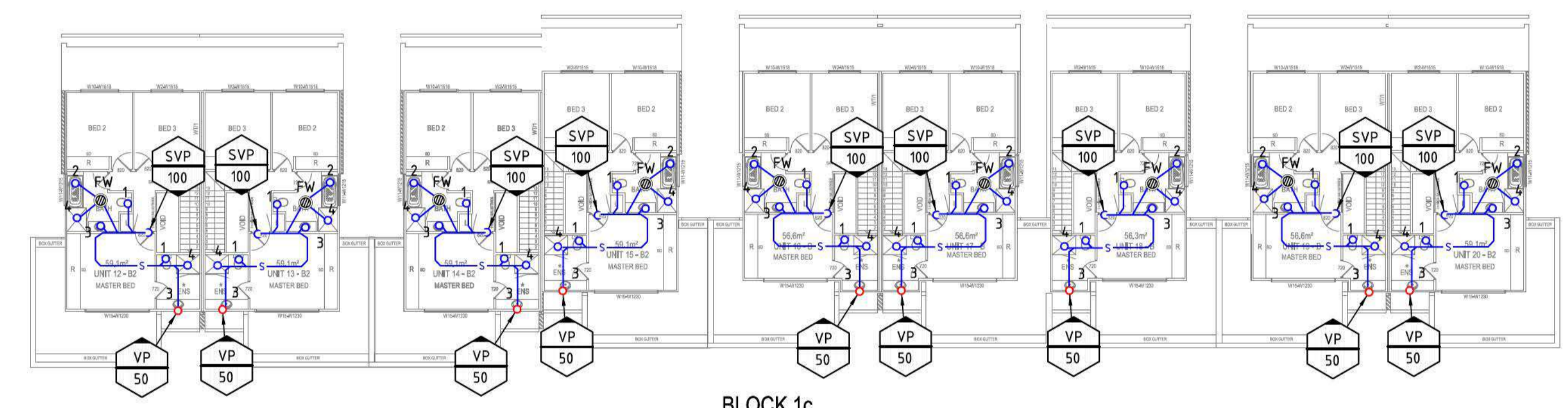
No.	Date	Description
A	21.09.2018	FOR INFORMATION
B	27.09.2018	FOR CERTIFICATION
C	28.02.2020	WORK AS EXECUTED



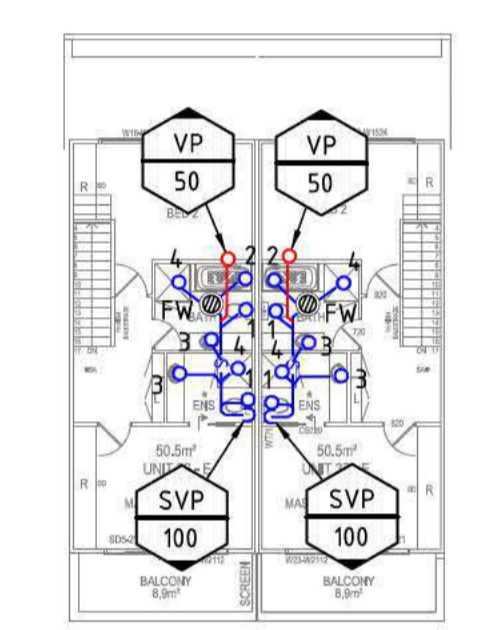
BLOCK 1a



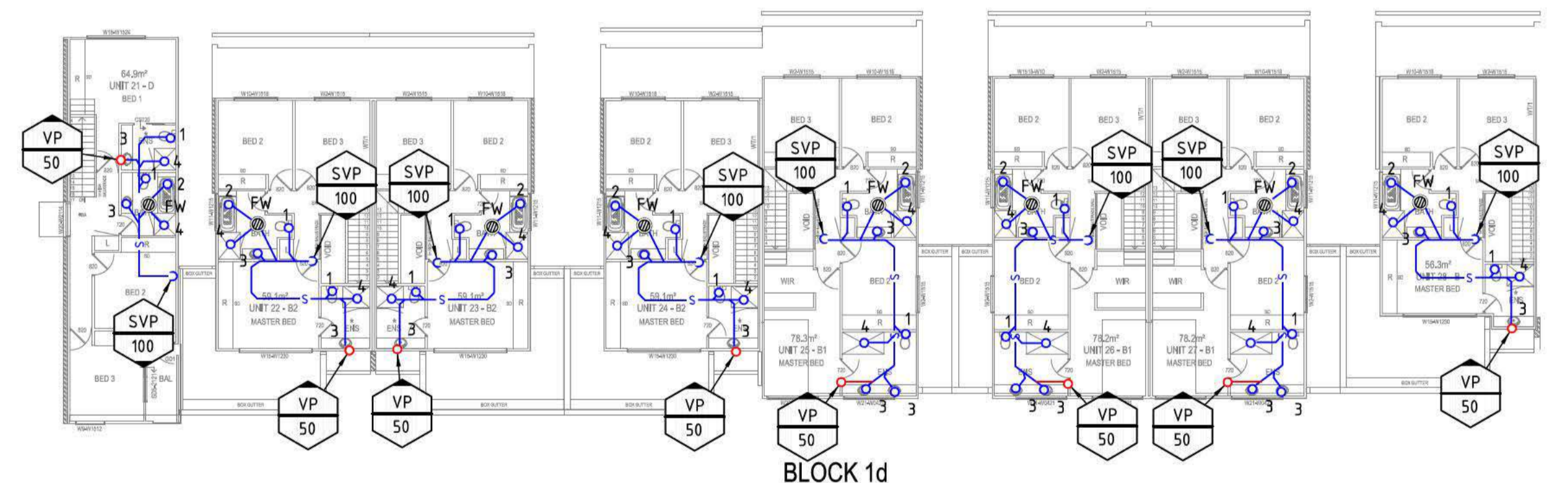
BLOCK 1b



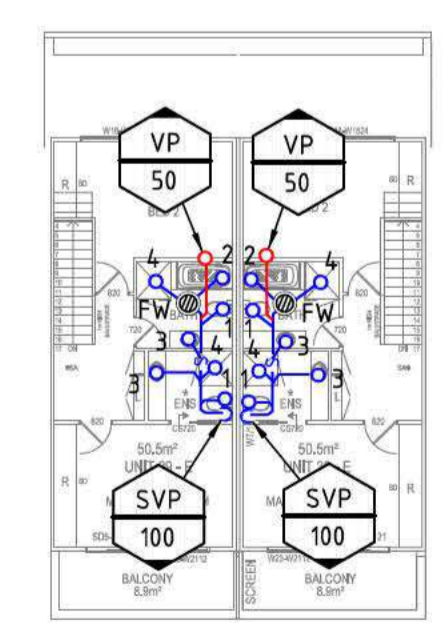
BLOCK 1c



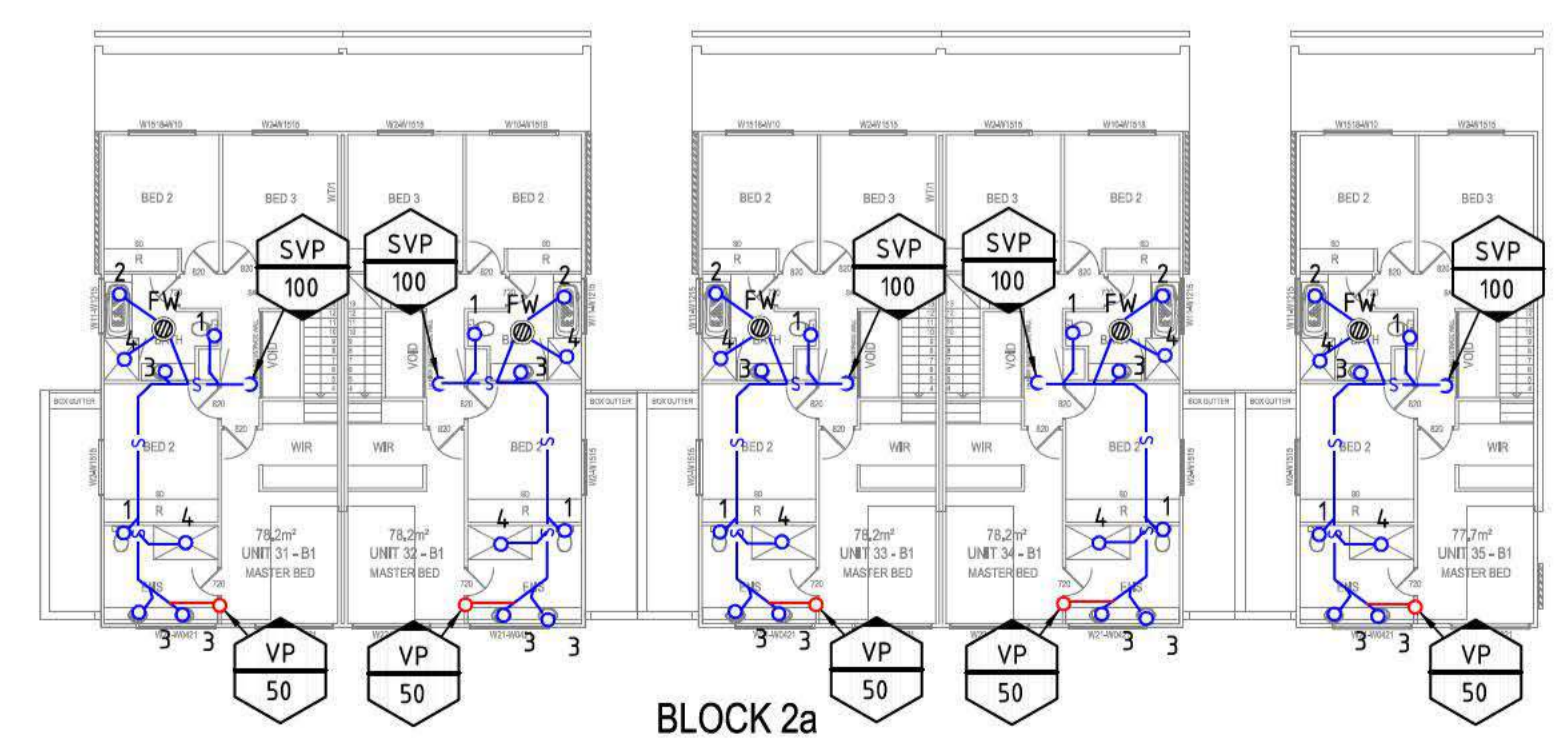
BLOCK 2b



BLOCK 1d



BLOCK 1e



BLOCK 2a

AS CONSTRUCTED

Design & Construct Hydraulic Contractor:



68 Dacre Street Mitchell, ACT 2911  
 Mob: 0412 627 569 Email: rustypipe1@gmail.com

Project Manager:



Project Title:  
**PROPOSED MULTI UNIT DEVELOPMENT**

Client:  
**AKORA RESIDENCE PTY LTD**

Project Address:  
**NEGUS CRESCENT  
 WATSON ACT**

Block: 17 Section: 64 Divison: WATSON

Drawing Title:  
**HYDRAULIC SERVICES**  
 UPPER FLOOR PLANS  
 SANITARY DRAINAGE  
 UNIT BLOCKS 1a,1b,1c,1d,1e,2a & 2b

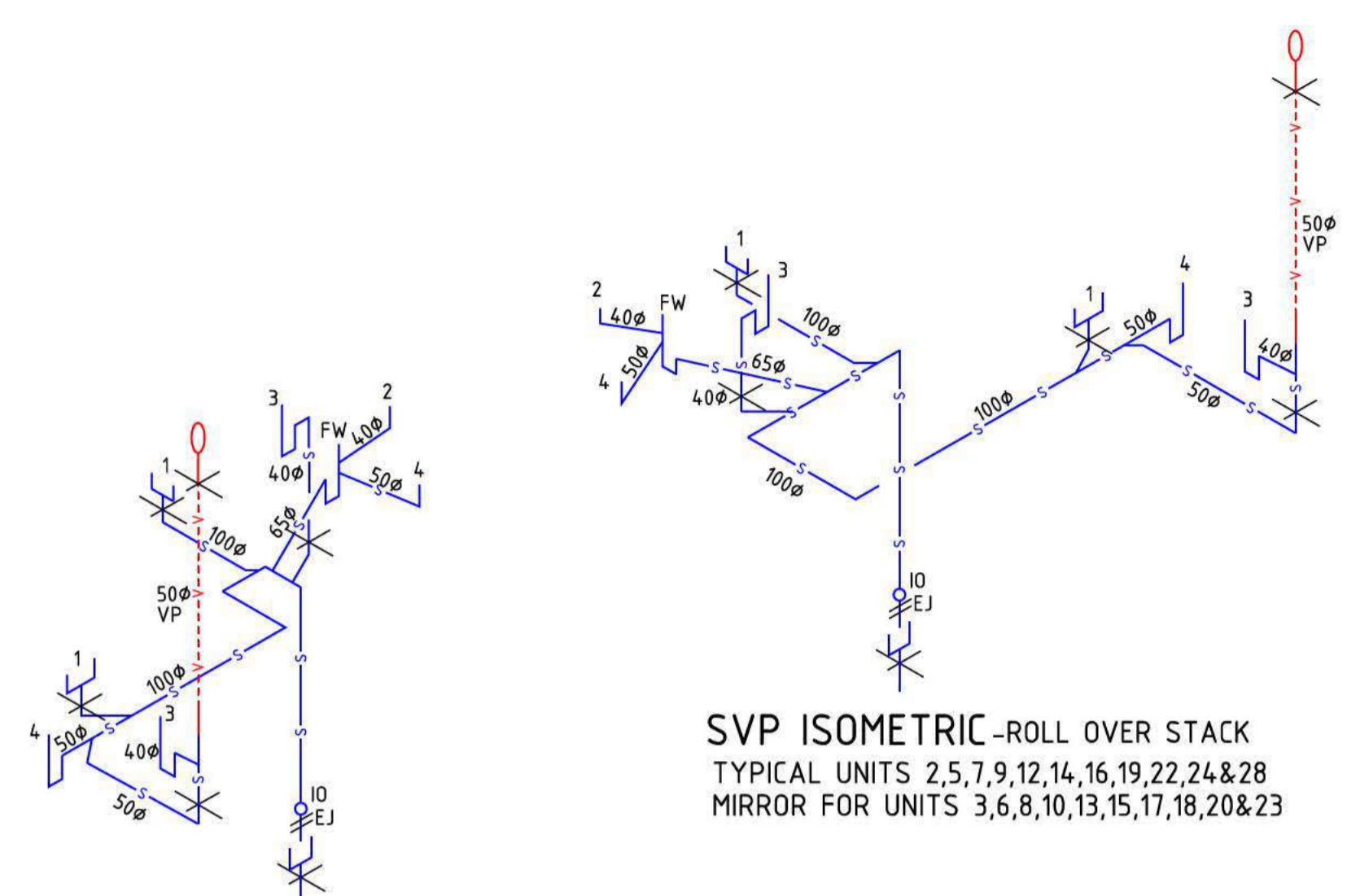
Drawn: PW Designer: PW Reviewer: AV Verifier: BC  
 Scale: 1 : 200 @A1

Project No: 18/20 Sheet No: H06 Amendment: C

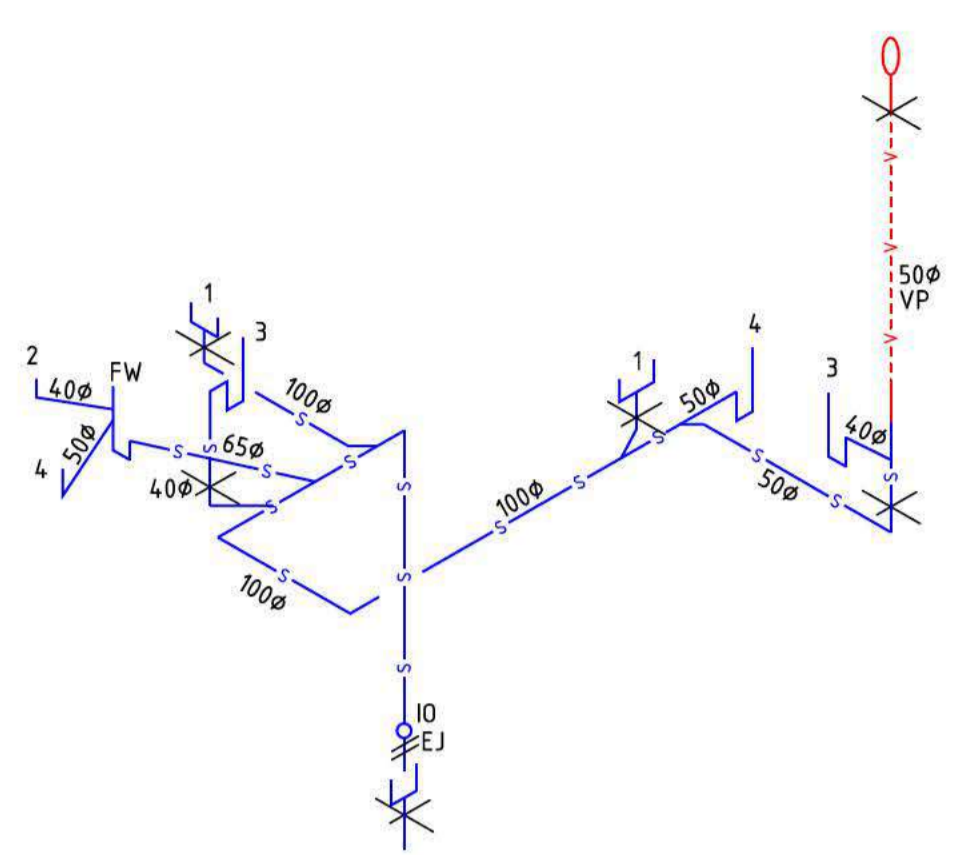
PLUMBING PLAN APPROVED  
 APPROVED BY: \_\_\_\_\_  
 REGISTRATION No. \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 APPROVAL UNDER THE ACT WATER AND  
 SEWERAGE ACT 2005  
 ACT 201836 | NSW 244011C AIN 59 150 599 354  
 © Copyright



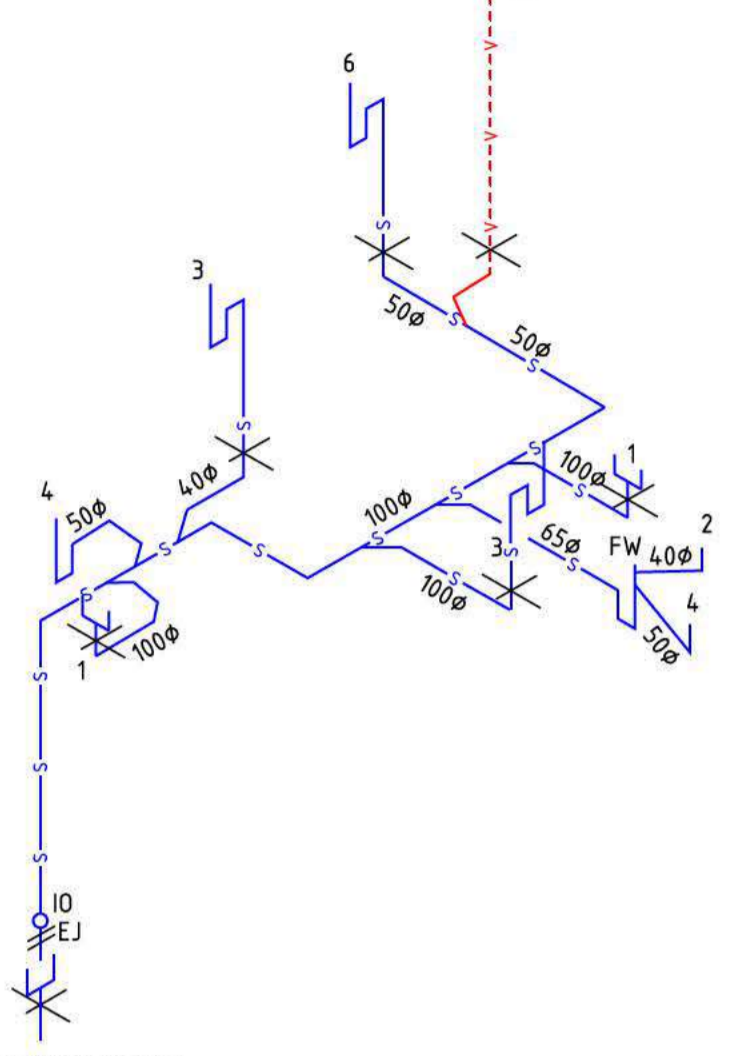
No.	Date	Description
A	21.09.2018	FOR INFORMATION
B	27.09.2018	FOR CERTIFICATION
C	28.02.2020	WORK AS EXECUTED



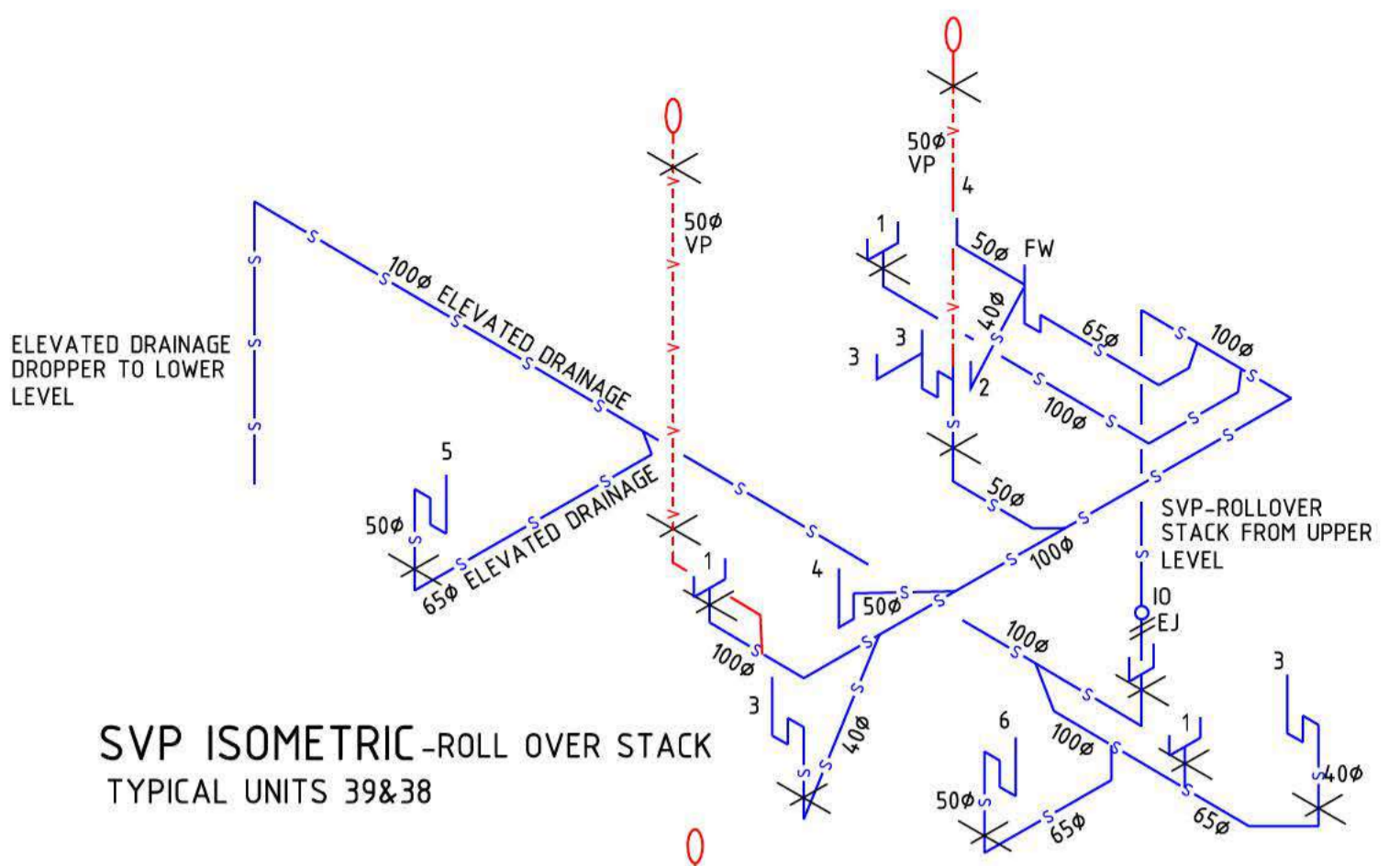
SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 1



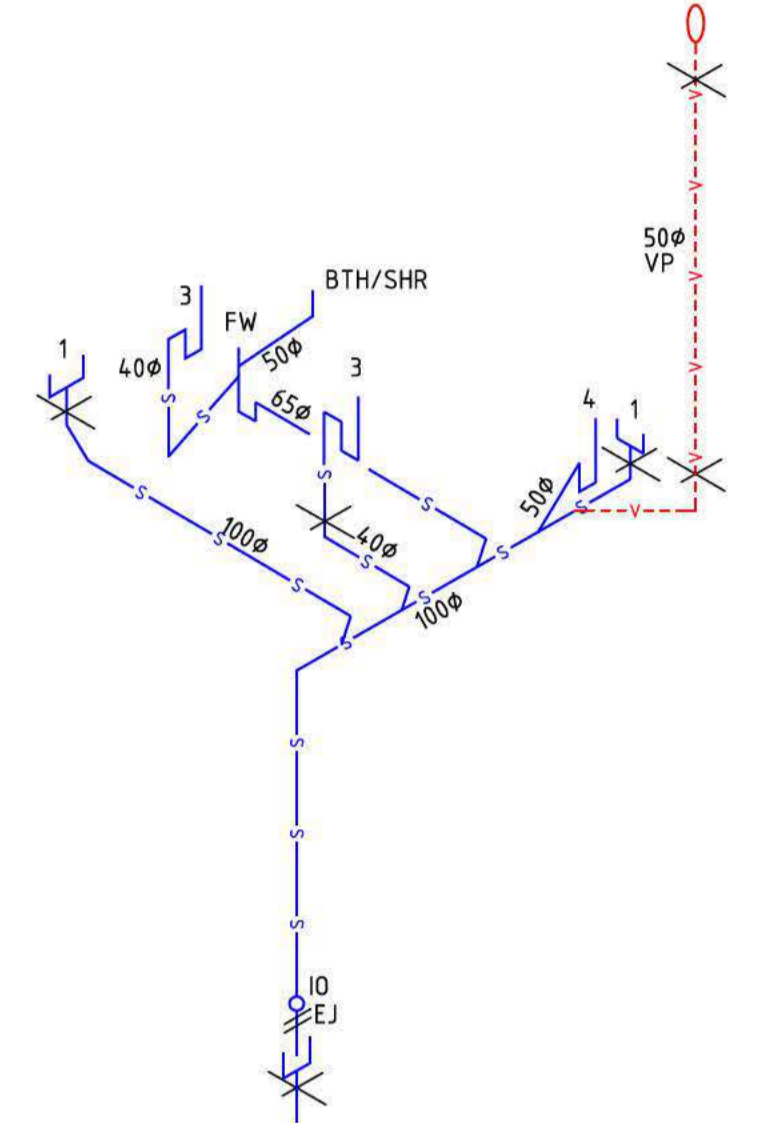
SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 2, 5, 7, 9, 12, 14, 16, 19, 22, 24 & 28  
MIRROR FOR UNITS 3, 6, 8, 10, 13, 15, 17, 18, 20 & 23



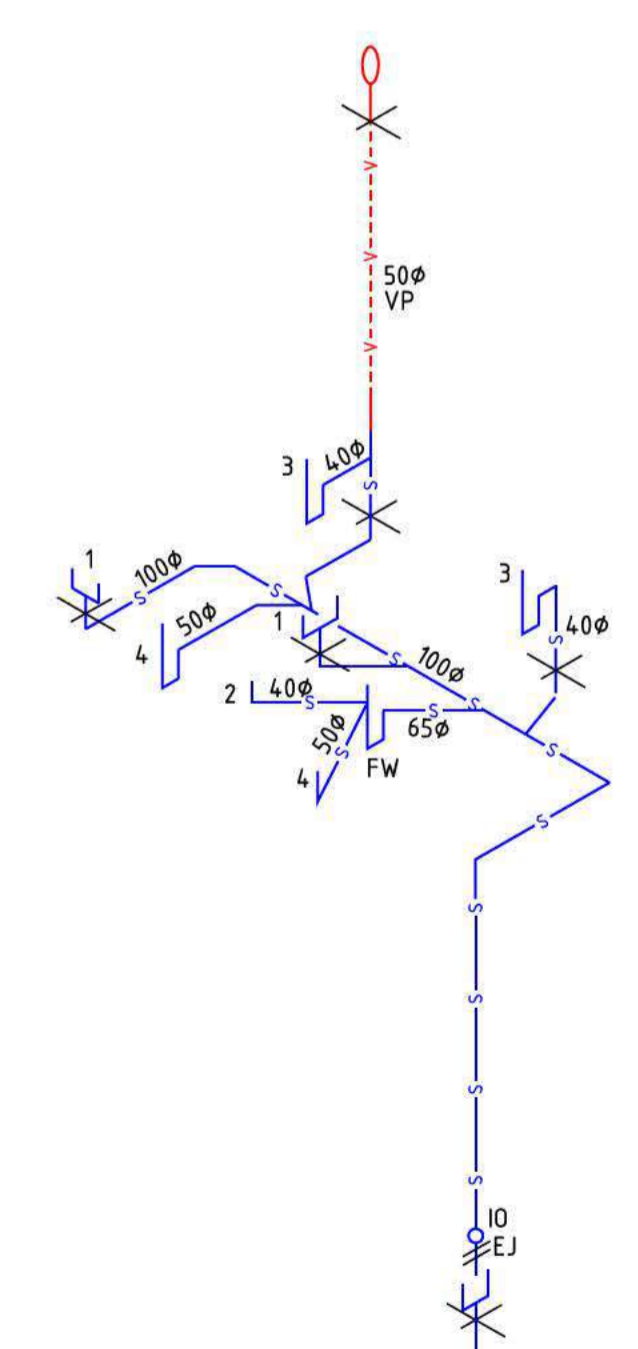
SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 4  
MIRROR FOR UNITS 40 & 41



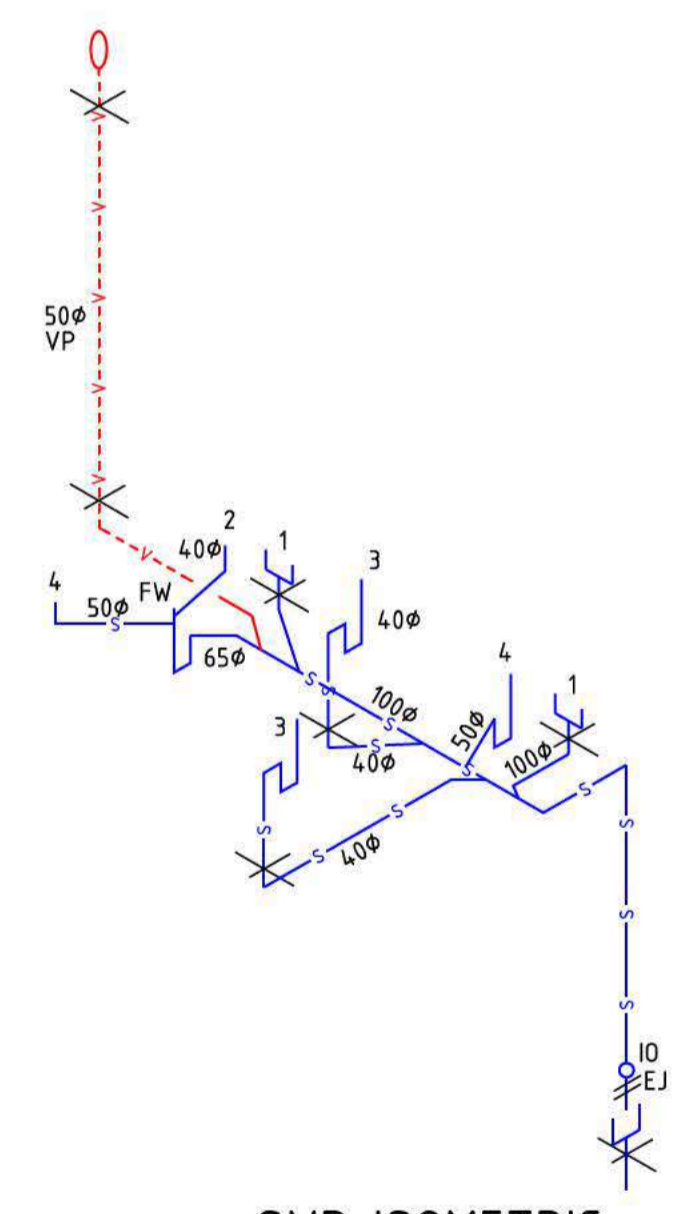
SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 39 & 38



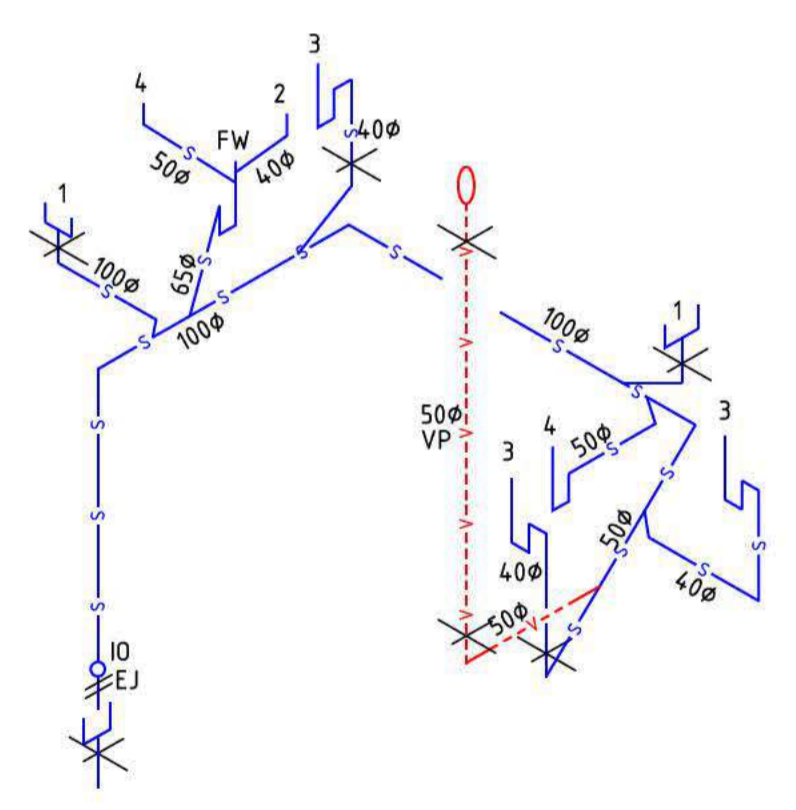
SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 65  
MIRROR FOR UNITS 72



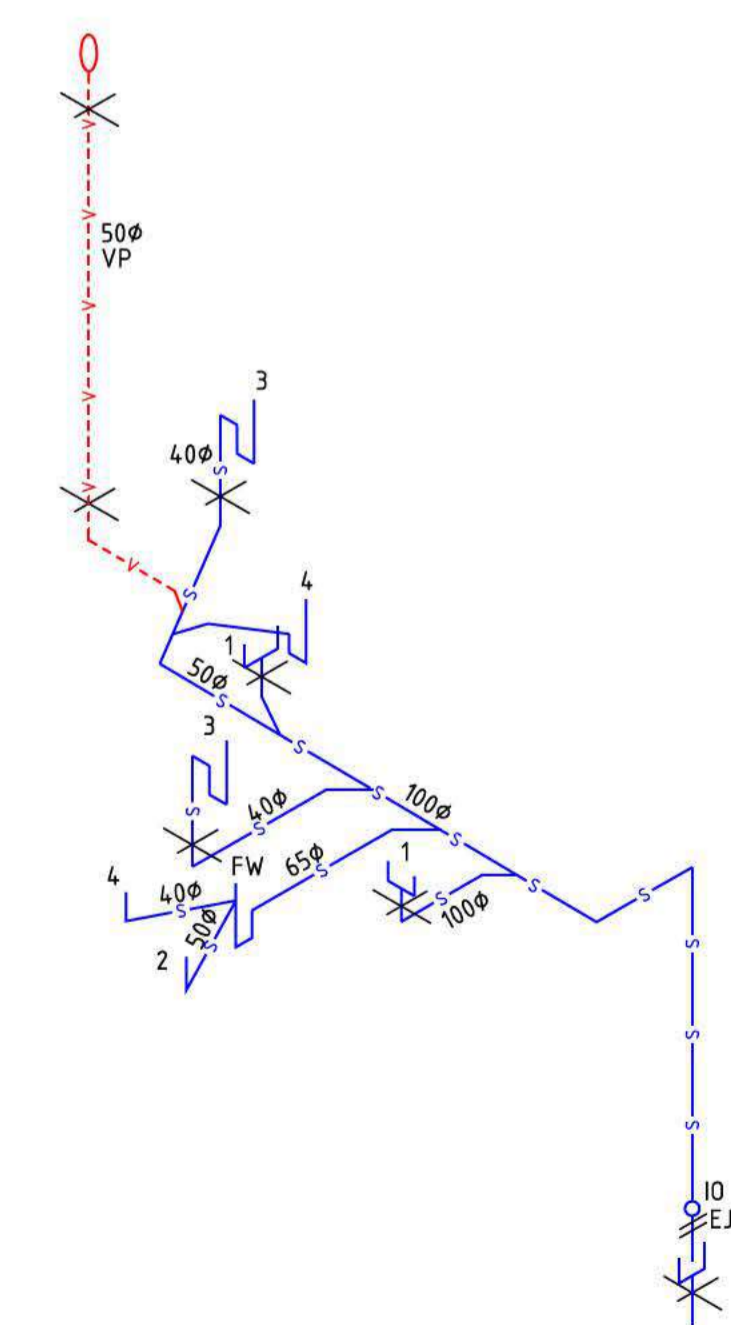
SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 11  
MIRROR FOR UNITS 21, 80, 85-88



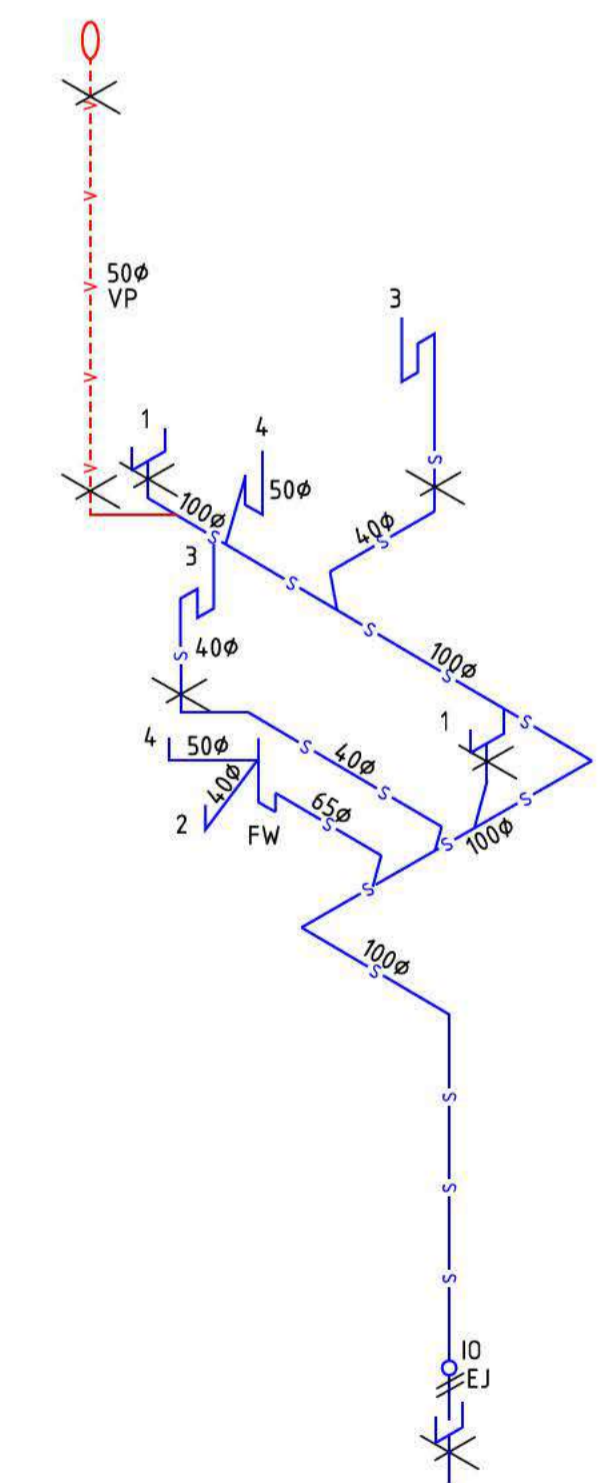
SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 29  
MIRROR FOR UNITS 30



SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 25, 27, 32, 34 & 36  
MIRROR FOR UNITS 26, 31, 33, 35 & 37



SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 42-50, 51-69 & 73-78  
MIRROR FOR UNITS 79



SVP ISOMETRIC-ROLL OVER STACK  
TYPICAL UNITS 60-63, 65-71 & 81-84

AS CONSTRUCTED

Design & Construct Hydraulic Contractor:



68 Dacre Street Mitchell, ACT 2911  
Mob: 0412 627 569 Email: rustypipe1@gmail.com

Project Manager:



Project Title:  
PROPOSED MULTI UNIT DEVELOPMENT

Client:  
AKORA RESIDENCE PTY LTD

Project Address:  
NEGUS CRESCENT  
WATSON ACT

Block: 17 Section: 64 Division: WATSON

Drawing Title:  
HYDRAULIC SERVICES  
ISOMETRIC DETAILS  
SANITARY DRAINAGE

Drawn: PW Designer: PW Reviewer: AV Verifier: BC  
Scale: NTS @A1

Project No: 18/20 Sheet No: H08 Amendment: C

PLUMBING PLAN APPROVED  
APPROVED BY: \_\_\_\_\_  
REGISTRATION No. \_\_\_\_\_  
DATE: \_\_\_\_\_  
APPROVAL UNDER THE ACT WATER AND  
SEWERAGE ACT 2005

## PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



# Tax Invoice

### Inspection Number 46814

Please ensure this number is used when making payment

29 April 2026

Sankalp Sheikhar and Terri-Ann O'Quinn


**For the Property at:** 24/45 Negus Crescent Watson ACT 2602

NO PAY UPFRONT RAPID INSPECTIONS PACKAGE	
Access Canberra conveyancing fees (no GST)	181.00
Property Inspection and Report (package price)	520.00
Timber Pest Inspection and Report (package price)	490.00
Building Compliance Inspection and Report (package price)	475.45
First Rate Energy Efficiency Inspection & Report (complimentary)	0.00
Subtotal	1,666.45
Total GST	148.55
<b>TOTAL INC GST</b>	<b>\$1,815.00</b>

*Thank you for your business*

**We offer comprehensive Pest Management Solutions!**  
**Call now to book your regular Pest Control Service**

**No Pay Package Conditions:** This invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: <b>46814</b>
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: <b>46814 IMPORTANT: PLEASE ensure this unique ID is used</b>



### A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit [residentialreports.com.au](http://residentialreports.com.au)

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 [info@residentialreports.com.au](mailto:info@residentialreports.com.au)

**Member- Master Builders Association & The Australian Environmental Pest Managers Association**

# Pool Owner Guidance Material

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

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

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

## Regulated swimming pools

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

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

## Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

## Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
  - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
  - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

## Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

## Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

## Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

## More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

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

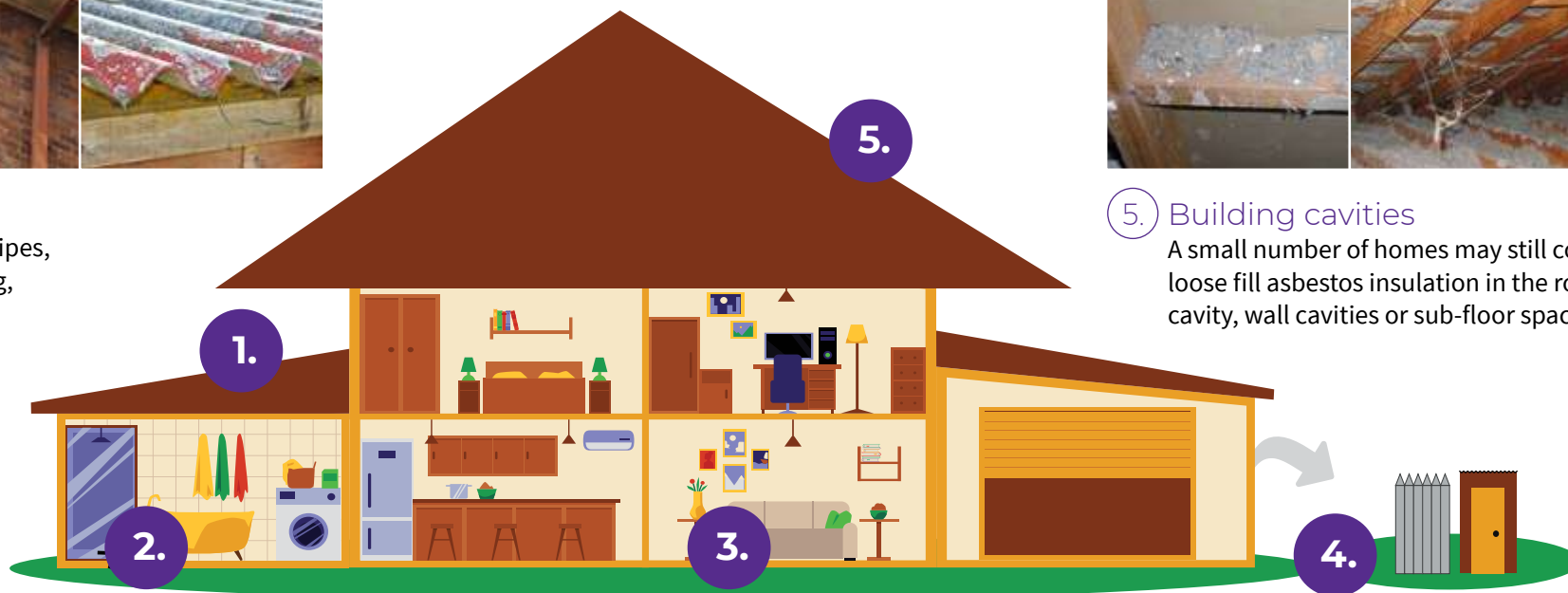
Identify where asbestos materials might be. Five common places are:



1. Exterior  
roof sheeting, gutters, downpipes,  
ridge capping, eaves, cladding,  
electrical switchboards



5. Building cavities  
A small number of homes may still contain  
loose fill asbestos insulation in the roof  
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen  
wall and ceiling panels, vinyl floor tiles, backing for wall tiles  
and splashbacks, hot water pipe insulation



3. Internal areas  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



4. Backyard  
fences, sheds, garages, carports, dog kennels, buried or  
dumped waste, letterboxes, swimming pools

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

## Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

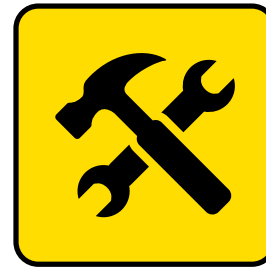
### Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



## Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.