

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		34	4662	2	39	LAWSON
		and known as 34/10 Narrambla Terrace, Lawson				
Seller	Full name	Jason Claud Rose & Adelina La Vita				
	ACN/ABN					
	Address	6 Sudradjat Street, Casey, ACT 2913				
Seller Solicitor	Firm	Mills Oakley				
	Email	kcross@millsoakley.com.au				
	Phone	02 6196 5200	Ref Karen Cross			
	DX/Address	GPO Box 724, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	leanne@hiveproperty.co				
	Phone	02 6182 1802	Ref Leanne Palmer			
	DX/Address	Level 1/4 Campion, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, and window treatments, as inspected.				
Date for Registration of Units Plan	N/A					
Date for Completion	On or before 30 days from the date herein.					
Electronic Transaction?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN:		PEXA	
Land Tax to be adjusted?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

Premises	Refer to Sublease	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	Civium Strata	Phone	1300 724 256
Address	3 Lonsdale Street, Braddon ACT 2612		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

2. Terms of payment

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 34 UP No. 4662
Block 2 Section 39 Lawson
34/10 Narrambla Terrace, Lawson ACT
2617

1 Interpretation

- (a) For the avoidance of doubt, the printed terms of the standard ACT Law Society Contract 2024 (**General Conditions**) apply to this Contract.
- (b) To the extent of any inconsistency between these special conditions and the General Conditions, these special conditions override the General Conditions.

2 Amendment to General Conditions

2.1 The General Conditions of this Contract (clause 1-53 inclusive) are amended as follows:

- (a) the words “or in cash (up to \$3,000.00)” are deleted from clause 2.3;
- (b) clauses 6.1, 12.1.5, 33.1.1 to 33.1.7 (inclusive) and 33.4 are deleted
- (c) clause 14 is deleted;
- (d) a new clause 18.12 is added to clause 18 as follows:

“18.12 Each time a Notice to Complete is served by the Seller in accordance with this clause:

 - (a) the Seller may unilaterally withdraw extend the time and date by which to complete the Contract as specified in the Notice to Complete; and*
 - (b) the Seller may unilaterally withdraw the Notice to Complete, by written notice to the Buyer in the Seller’s absolute discretion and with or without the Buyer’s consent.”*
- (e) the words ‘the date 7 days after’ are deleted from clause 22.1.2.

3 Whole Contract

- (a) The Buyer acknowledges that the Buyer does not rely upon any warranty or representation made by the Seller, any agent or other person on behalf of the Seller except those set out in this Contract but has relied entirely upon the Buyer’s own enquiries and inspection of the Property.
- (b) The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.
- (c) Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary art work), except as set out in this agreement.

4 Condition of Property

4.1 Reliance on own inspections and enquiries

The Buyer warrants to the Seller that, as a result of the Buyer's inspections and enquiries concerning the Property, the Buyer is satisfied with the condition, quality and state of repair of the Property (including the quantity of any Goods not otherwise specified) and accepts the Property as it is and subject to any defects, need for repair or infestation.

4.2 Compliance with laws and regulations

- (a) The Buyer acknowledges that the improvements on the Property may be subject to or require compliance with current building regulations, by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed.
- (b) A failure to comply with any such regulations or laws will not constitute a defect in the Seller's title. The Buyer indemnifies and keeps indemnified the Seller on or after the day of sale in respect of all orders or requirements under the building regulations.

4.3 No representation or warranty as to contamination

The Buyer acknowledges that the Seller has not made nor shall be construed as having made any representation or warranty that the Property is free of contamination. The Buyer acknowledges having made its own enquiries and investigations as to the environmental state of the Property and the Buyer relies entirely on the result of its investigations and on its own judgement in entering into this Contract.

4.4 No claim or requisition

- (a) The Buyer will not make a claim or requisition or delay settlement of this transaction or rescind or terminate this Contract because of:
 - (i) any matter that was capable of discovery by or on behalf of the Buyer or was or should have been within the knowledge of the Buyer as a result of the Buyer's inspections and enquiries;
 - (ii) any omission or mistake in the description, measurements or area of the Property;
 - (iii) any encroachment by or on the Property;
 - (iv) any need to erect new fencing on correct boundaries or to dismantle existing fencing;
 - (v) any loss, damage, need for repair relating to the Property; or
 - (vi) the requirements of a statutory authority made on or after the Date of this Contract.

5 Death, Mental Illness, Liquidation, etc.

- (a) Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Seller at law or in equity had this clause not been included, should either party, or either of them where more than one party makes up a party, prior to completion, die or become mentally ill, then either party can rescind by serving notice in writing on the other party's solicitor and the provisions of Clause 21 will apply.
 - (b) Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Seller at law or in equity had this clause not been included, should the Buyer, or either of them where the Buyer consists of more than one party, prior to completion, be declared bankrupt, has an administrator appointed, or enter into any scheme or make an assignment for the benefit of creditors, then the Seller may terminate this contract by serving notice in writing on the Buyer Solicitor and the provisions of Clause 19 will apply.
-

6 Adjustments

If Completion does not occur by the Date for Completion as provided for in this Contract for Sale, and the fault for the delay is solely that of the Buyer, then the parties agree that the adjustment of all Land Charges as detailed in clause 8.1.1 of the General Conditions be made from the Date for Completion and not the date of actual Completion.

7 Non-Merger of Moneys Due

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

8 Keys

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

9 Agents

9.1 Buyer Warranty

- (a) The Buyer warrants that it was not introduced to the Seller, or the Property by an agent other than the Seller Agent or that anyone else has been the real and effective cause of the Buyer entering into the Contract
- (b) The Buyer indemnifies and agrees to keep indemnified the Seller against any claim by any person other than the Seller Agent for a real estate agent's commission in respect of the sale of the Property.

10 Caveat

The Buyer may not lodge a caveat for registration in respect of the Land prior to Completion.

11 Release of Deposit on Settlement

- (a) If Electronic Transaction is marked "Yes" and the Stakeholder listed on the Schedule is not the Mills Oakley Lawyers Law Practice Trust Account, then this special condition 11 shall apply.
 - (b) Upon written notice from the Seller to the Buyer and the Seller Agent (which states the notice is given pursuant to this special condition 11), the Seller Agent is authorised and directed to transfer so much of the Deposit which exceeds the Seller Agent's costs and commission to the Mills Oakley Lawyers Law Practice Trust Account who shall hold that portion of the deposit as Stakeholder to be dealt with in accordance with this special condition and otherwise in accordance with the terms of the Contract
 - (c) If notice is given in accordance with special condition 11(b), then the portion of the Deposit transferred to the Mills Oakley Lawyers Law Practice Trust Account may be authorised as Vendor Source Funds for the purpose of the Electronic Workspace. The parties acknowledge that funds will be released from trust on Completion as part of the disbursement of funds within the Electronic Workspace.
-

12 Guarantee if the Buyer is a company

12.1 Application and interpretation

- (a) This clause applies if the Buyer is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- (b) For the purposes of this clause, “**Guarantor**” means each director of the Buyer as at the Date of this Contract.

12.2 Each director must sign

If each director of the Buyer has not signed this clause as a Guarantor, the Seller may terminate this Contract by serving a notice, but only within 14 days after the Date of this Contract.

12.3 Guarantee and indemnity

- (a) In consideration of the Seller entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Seller:
 - (i) payment of all money payable by the Buyer under this Contract; and
 - (ii) the performance of all of the Buyer's other obligations under this Contract.
 - (b) The Guarantor:
 - (i) indemnifies the Seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
 - (ii) must pay on demand any money due to the Seller under this indemnity.
 - (c) The Guarantor is jointly and separately liable with the Buyer to the Seller for:
 - (i) the performance by the Buyer of its obligations under this Contract; and
 - (ii) any damage incurred by the Seller as a result of the Buyer's failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
 - (d) The Guarantor must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller's exercise or attempted exercise of any right under this clause.
 - (e) If the Seller assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
 - (f) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantor or any other person;
-

- (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
- (v) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (vi) the winding up of the Buyer.
- (g) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (h) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (i) This clause operates as a deed between the Seller and the Guarantor.

EXECUTED by: _____)	
_____)	
Name of DIRECTOR	Signature of DIRECTOR
In the presence of:	
_____ Witness - Signature	_____ Witness – Print name

EXECUTED by: _____)	
_____)	
Name of DIRECTOR	Signature of DIRECTOR
In the presence of:	
_____ Witness - Signature	_____ Witness – Print name

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Lawson Section 39 Block 2 on Deposited Plan 11291 with 38 units on Unit Plan 4662

Unit 34 (Class A) entitlement 29 of 1000, 2 subsidiaries

Lease commenced on 23/04/2019, terminating on 29/06/2114

Proprietor

Adelina La Vita

20 Brinsmead Street Pearce ACT 2607

Jason Claud Rose

20 Brinsmead Street Pearce ACT 2607

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
21/02/2020	2263221	Sublease to Defence Housing Australia of the Whole of the Land Exp 04/07/2028
10/06/2025	3387208	Variation Sublease/Underlease - extended to 04/07/2028 (2263221)
24/11/2025	3419707	Mortgage to AUSTRALIAN MUTUAL BANK LTD (ACN: 087 650 726)

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
201731613	Development Application	06/06/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	24/10/2017



Product	Title Details
Date/Time	22/04/2026 12:07PM
Customer Reference	7259903
Order ID	20260422000742
Cost	\$35.00

Description

PROPOSAL FOR 39 TWO STOREY & THREE STOREY RESIDENTIAL DEVELOPMENT ; Demotion of the existing structure and tree adjacent to the site: Construction of 39 dwellings, comprised of 33 two and three storey town houses and 6 two storey detached houses. Basement and undercroft car parking, signage and associated works.



Access
Canberra.



SL\$2263221

11/02/2020 11:45:33 SKIPI

2263221
SUBLEASE

Form 072 - SL

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Bradley Allen Love Lawyers	GPO Box 240, Canberra ACT 2601	02 6274 0999

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
2406:74	Lawson	39	2	34

FULL NAME OF LESSOR/OWNER (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS OF LESSOR
Adelina La Vita & Jason Claud Rose	20 Brinsmead Street, Pearce ACT 2607

FULL NAME OF LESSEE/TENANT (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS OF LESSEE
Defence Housing Australia	26 Brisbane Avenue, Barton ACT 2600

TENANCY OF LESSEE (Only complete if more than one Lessee)

Joint Tenants / Tenants in Common (in the following shares) -

AREA BEING LEASED (Tick one box only)

<input type="checkbox"/> Is this a Declared Land Sublease	Requires plan signed by Surveyor-General and approval from Planning and Land Authority
<input checked="" type="checkbox"/> Whole of the Land	
<input type="checkbox"/> Part of the Land containing no building/s	DEALINGS WITH LAND CONTAINING NO BUILDINGS REQUIRES CONSENT FROM THE PLANNING AND LAND AUTHORITY
<input type="checkbox"/> Part of the Land containing a building/s	Area on Sublease Plan/s No.
<input type="checkbox"/> Part of Building	Area/Shop/Tenancy on Sublease Plan/s No.

SUBLEASE COMMENCEMENT DATE	SUBLEASE TERMINATION DATE
5 July 2019	4 July 2025

CONDITIONS (Tick whichever is applicable – At least one box will apply)

The covenants implied at sections 119 and 120 of the *Land Titles Act 1925* are hereby negated.

The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.

The covenants and conditions set out in the annexure attached are deemed to be incorporated

Provide registered MOP number **1653173**

ACTPLA – MINISTER'S / DELEGATE'S CONSENT –

DEALINGS WHERE THE SUBLEASE IS A DECLARED LAND SUBLEASE AND LAND CONTAINING NO BUILDINGS REQUIRES CONSENT FROM THE PLANNING AND LAND AUTHORITY

LESSOR/S EXECUTION

Print full name of Lessor

Jason Claud Rose



Adelina La Vita

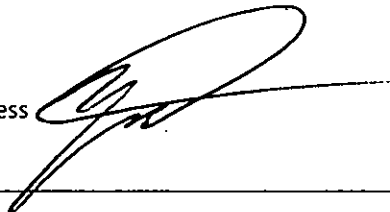


Signature or common seal of Lessor

Print full name and address of witness

Luke Anthony Jorgensen
Defence Housing Australia
Unit 12 - 26 Ipswich Street
FYSHWICK ACT 2609

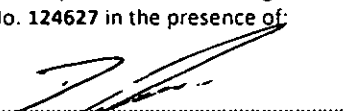
Signature of witness



LESSEE/S EXECUTION

Print full name of Lessee

SIGNED SEALED AND DELIVERED BY David Charles Hancock as a Tier One attorney for Defence Housing Australia under Power of Attorney No. 124627 in the presence of:



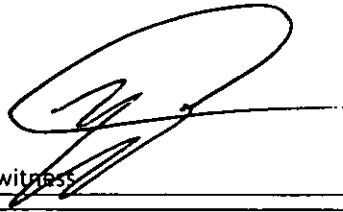
By executing this deed the attorney states that the attorney is authorised to act under the Power of Attorney and that the attorney has received no notice of the revocation of the Power of Attorney

Signature or common seal of Lessee

Print full name and address of witness

Luke Anthony Jorgensen
Defence Housing Australia
Unit 12 - 26 Ipswich Street
FYSHWICK ACT 2609

Signature of witness



OFFICE USE ONLY

Lodged by



Certificate of title lodged

Data entered by



Certificates attached to title

Registered by



Attachments / Annexures

AMES

Registration date

21 FEB 2020

Production number

2262138



ANNEXURE

Land Titles Act 1925

Form 029 - ANN

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
2406:74	Lawson	39	2	34

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Sublease	5

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Adelina La Vita & Jason Claud Rose (Landlord) and Defence Housing Australia (Tenant)

Details

Date

12 July 2019

Parties

Name As shown in **Item 1** of the Reference Schedule
Short form name **Lessor**

Name As shown in **Item 2** of the Reference Schedule
Short form name **DHA**

Background

- A The Lessor acknowledges that this agreement assists DHA in performing its statutory function under the *Defence Housing Australia Act 1987* ("DHA Act").
- B DHA leases the Property to support its functions, by allowing members of the Defence Force and other specified persons under the DHA Act to occupy the Property.
- C While the DHA Property Care Services are distinct from the tenancy provisions of this agreement, they are linked so that neither component can operate in isolation.

Reference Schedule

Item 1 Lessor

Adelina La Vita & Jason Claud Rose

ABN: (if applicable)

Attention: (if applicable)

Telephone No: 0415 718 931

Facsimile No:

Item 2 Defence Housing Australia

ABN: 72 968 504 934

Attention: David Charles Hancock, Regional Director, HMC Canberra

Telephone No: 02 6268 3700

Facsimile No: 02 6268 3760

Item 3 Property

Address: Unit 34, 10 Narrambla Terrace, Lawson

Title reference: Volume 2406 Folio 74 Unit 34 Block 2 Section 39 Division Lawson

Item 4 Initial Term

6 years

Item 5 Commencement Date

5 July 2019

Item 6 Expiry Date

4 July 2025

Item 7 Variable Extension Period

3 years

Item 8 Commencing Rent

\$610.00 per week

Item 9 Rent Review

First review date

31 December of the year in which this Agreement commences, or if the Commencement Date is later than 30 September in that year, then 31 December in the following year

Method of rent review

Greater of market rent or the rent at the Commencement Date

Second and subsequent review dates *Method of rent review*
Every 31 December for the term of this agreement Market rent

Item 10 Service Fee

13% (GST inclusive)

Item 11 The Act

Residential Tenancies Act 1997

Item 12 Special Conditions

See Attachment A

ATTACHMENT A
SPECIAL CONDITIONS

1. Attachment A to the Lease from Lessor as defined in Item 1 of the Reference Schedule to Defence Housing Australia (DHA) as defined in Item 2 of the Reference Schedule.

2. **Lessor's Undertakings**

Notwithstanding the terms of the Lease Agreement to which this document is attached, it is a condition of this Lease that the Lessor must, at the Lessor's expense carry out the following works on, or in relation to, the property:

(a) In the event that the bathtub in the main bathroom needs to be replaced, repaired or requires movement to aid in repair of the bathroom, the Lessor will be responsible for removing and re-installing the bathroom shower screen. The Lessor is not responsible if the shower screen is damaged as the result of a negligent or malicious act by DHA, its employees, agents, or permitted occupants

3. Where the Lessor is required to undertake maintenance or construction works, those works must be carried out by an appropriately licensed or accredited tradesman or contractor, and in a good and proper workmanlike manner to professional standards.

4. If the Lessor has failed to comply with any of the Lessor's obligations under clause 2 by the specified date, DHA may issue to the Lessor a notice requiring the outstanding works to be completed within a period of thirty (30) days from the date of service of such a notice. This notice may be given at any time after the expiry of the period for compliance specified in the subclause under which the obligation arises.

5. If the Lessor fails to comply with a notice issued by DHA under cl 5, then DHA shall have the right (without being under any obligation to do so) to carry out and complete the outstanding work at the cost of the Lessor, and may deduct the cost so incurred from any money payable to the Lessor under this Lease.

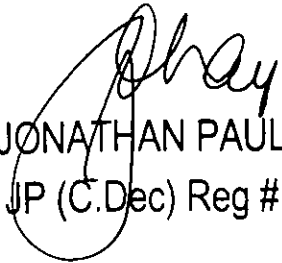
6. DHA and the Lessor may, by mutual agreement, vary the timeframes for completion of work prescribed in clause 2, so as to coincide with the timing of a changeover of occupants of the Property, or for such other reasons as may be agreed.

7. The Lessor may at the Lessor's discretion give DHA written authority to undertake on the Lessor's behalf and at the Lessor's cost all or any of the works required to fulfil an obligation arising under clause 2 and may deduct the costs so incurred from any moneys payable to the Lessor under this Lease.

ATTACHMENT B
MORTGAGEE'S CONSENT

16/1/20




JONATHAN PAUL CHAY
JP (C.Dec) Reg # 22365

SUNCORP METWAY LTD ABN 66 010 831 722
BY ITS DULY CONSTITUTED ATTORNEY 69645
UNDER POWER OF ATTORNEY NO.....
.....LEVEL I
STEPHEN JOHN GREEN



Access Canberra



VSL\$3387208

03/06/2025 11:54:33 Shre P

Chief Minist

3387208

VARIATION

Form 022 - VSL

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Moray & Agnew	landtitles@moray.com.au	DHA: 498083	+61 2 6262 6922

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Dealing Number
2406:74	Lawson	39	2	34	2263221

FULL NAME AND ADDRESS OF LESSOR/S (Surname Last) (ACN required for all companies)

Adelina La Vita and Jason Claud Rose of 6 Sudradjat Street, Casey ACT 2913

FULL NAME AND ADDRESS OF LESSEE/S (Surname Last) (ACN required for all Companies)

Defence Housing Australia ABN 72 968 504 934 of PO Box 4923, Kingston ACT 2604

DETAILS OF VARIATION (Complete whichever is applicable)			
The term of the lease is being varied by increasing the term to 9 years, now expiring on 4 July 2028.	<input checked="" type="checkbox"/>	The covenants, conditions or restrictions contained or implied in the lease are varied, revoked or supplemented as set out in the attached annexure.	<input type="checkbox"/>

DATE

3/06/2025

CERTIFICATION * Delete the inapplicable

Lessor

- *The Certifier has taken reasonable steps to verify the identity of the Lessor or his, her or its Administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Witness name and signature:

JULIA CLARE VINCEX

VOI Sighted X.....²

Change of Name by

Authority to Deal Iron bill

ASIC

Category 1

Signed by P Shrestha

Date 03/06/2025

Adelina La Vita and Jason Claud Rose

on behalf of the Lessor

CERTIFICATION * Delete the inapplicable

Lessee

- *The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its Administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Solicitor

for: **Moray & Agnew Lawyers**

on behalf of the Lessee

DUNCAN ROBERT WEBBER
Solicitor

Moray & Agnew Lawyers

Level 6, 60 Marcus Clarke Street
Canberra City ACT 2601

OFFICE USE ONLY

Lodged by		Registered date / by	LMT - 10/06/2025
Data entered by		Attachments/Annexures	Consent



Access Canberra

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

MORTGAGEE CONSENT

Form 042 - C

Land Titles Act 1925

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

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
2406:74	Lawson	39	2	34

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

Beyond Bank Australia Limited (ABN 15 087 651 143)


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

Form 022 - Variation of Sublease between Defence Housing Australia (ABN: 72 968 504 934) and Adelina La Vita and Jason Claud Rose.

CERTIFICATION * Delete the inapplicable

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.~~
~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~
 *The Certifier has retained the evidence to support this Registry Instrument or Document.
 *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By: 

Full name: Julie Alfred (Employee)

for: Beyond Bank Australia Limited

on behalf of the Lessor/Lessee/Mortgagee

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Lawson Section 39 Block 2 on Deposited Plan 11291 with 38 units on Unit Plan 4662

Lease commenced on 23/04/2019, terminating on 29/06/2114

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4662

Nest 3 Vantage Strata Box 206 Civic Square ACT, 2608

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
22/07/2019	2225900	Application to Note Special Resolution
23/07/2019	2226798	Application to Correct the Register - refer instrument
18/02/2021	3053093	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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

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
201731613	Development Application	06/06/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	24/10/2017

Description

PROPOSAL FOR 39 TWO STOREY & THREE STOREY RESIDENTIAL DEVELOPMENT ; Demotion of the existing structure and tree adjacent to the site: Construction of 39 dwellings, comprised of 33 two and three storey town houses and 6 two storey detached houses. Basement and undercroft car parking, signage and associated works.



SR\$2225900

11/07/2019 12:05:20 WOODEN

ION
ON

2225900

: 1925

Form 094 - SR

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
VANTAGE STRATA	PO BOX 206 CIVIC SQUARE ACT 2608	1800 878 728

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2406:40	LAWSON	39	2	4662

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

OWNERS CORPORATION RULES TO BE LODGED IN ACCORDANCE WITH THE DECISION MADE AT THE ANNUAL GENNERAL MEETING HELD ON THE 1ST JULY 2019 AND RESOLVED BY THE OWNERS CORPORATION.

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

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature	Signature
Full Name (Block Letters) VASILIKI MERKOUREAS	Full Name (Block Letters) DANIELLE CLOSE
Address 90/43 CONSTITUTION AVENUE REID ACT 2612	Address 90/43 CONSTITUTION AVENUE REID ACT 2612
Office Held STRATA MANAGER	Office Held OFFICE MANAGER

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	22 JUL 2019

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 4662

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 1 July 2019

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]

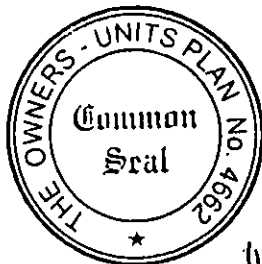
Date of decision	Full text of reduced quorum decision
01.07.2019	As per attached

A4 Owners corporation declaration

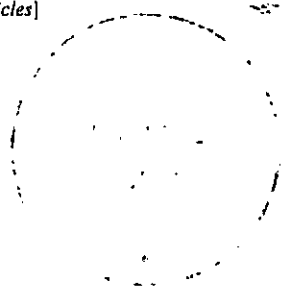
The information in this notice has been recorded on the following date from details
shown in the records of the owners corporation.

01.07.2019

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



A handwritten signature in black ink.



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

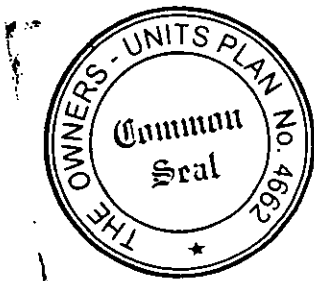
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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

B4 *How may reduced quorum decisions be confirmed?*

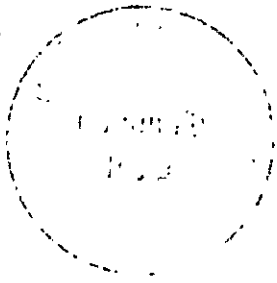
- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).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

B5 *How may reduced quorum decisions be revoked?*

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







**MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF
THE OWNERS OF UNITS PLAN NO. 4662
'NEST'
4 TOORALE TERRACE, LAWSON, ACT, 2617**

Venue: The Offices of Vantage Strata
90/43 Constitution Ave Reid

Date: 1 July 2019

Time: 5.30 p.m.

Present: T L Chester (Unit 11)
D Tiedman & J McKinnon (Unit 27)
M J McDonough (Unit 31)

In Attendance: V Merkoureas & P Rowand (Vantage Strata)

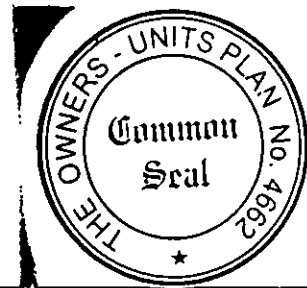
Proxies: Nil

Absentee Votes: Nil

Quorum: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note – Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

In order to comply with the requirement of the Unit Titles Management Act i.e. for the meeting to wait 30 minutes before proceeding as a reduced quorum meeting, it was agreed that general business would be discussed while waiting for the 30 minutes to lapse.





MEETING FORMALITIES

The meeting formally commenced at 6:00 p.m.

CHAIRPERSON

The incoming Executive Committee (elected at the First Annual General Meeting) will appoint office bearers made up of committee members, to the positions of Chairperson, Treasurer and Secretary. Following these appointments, the Chairperson of the committee will be responsible to chair future meetings of the Owners Corporation.

MOTION 1: *It was resolved that the Owners Corporation appoint J McKinnon (Lot 27) as Chairperson for the purpose of chairing the First Annual General Meeting.*

CARRIED

Proxies and Absentee Votes

There were no proxies or absentee votes submitted.

INAUGURAL MINUTES

The inaugural meeting minutes held by the original owner and the managing agent have been circulated to owners.

INSURANCE

Vantage Strata considers it best practice to obtain an insurance valuation from an independent provider. The purpose is to ensure that the insurance cover amount currently in place is adequate.

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

- a) obtain quotations,*
- b) give consideration to premium funding the policy in need,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate.*

CARRIED
(No Dissent Noted)

FINANCES

It was noted that the financials were presented and there is no need to adopt them at this time. The first-year budget was set at the inaugural meeting with the financial year running from 24 April 2019 to 23 April 2020.

BUDGET – SECOND YEAR INCREASE

The manager reiterated that owners should be aware that the budget for the first year will generally be significantly discounted, and an increase in the total budget (and by extension each owner's levy contribution) should be expected, commencing from the second year of the Owners Corporation.

The manager advised that the first year discounted budget occurs for a number of reasons, particularly due to many of the building services being maintained as part of a Developer Warranty Period (such as lifts). At the conclusion of the warranty service period, which usually lasts for approximately 12 months, the Owners Corporation takes on the obligation for the planned preventative maintenance costs which are factored into the budget for the second year and will be discussed at the next AGM.

MOTION 3: It was resolved by special resolution that the Owners Corporation authorise the Manager to seek and secure premium funding of any outstanding bills if necessary, to ensure the successful continued functioning of the Corporation, until funds can be raised at a General Meeting of Owners.

CARRIED
(No Dissent Noted)

EXECUTIVE COMMITTEE

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

There were a number of nominees for the Executive Committee and each was invited to present themselves and their experience to the meeting, following which seven individuals were elected.

MOTION 4: It was resolved that the Owners Corporation elects the following owners to the Executive Committee: T L Chester (Unit 11), J McKinnon (Unit 27) and M J McDonough (Unit 31).

CARRIED

RULES

The set of Rules suggested by Vantage Strata responding to the specific needs of the buildings and Owners Corporation were discussed and amendments made as follows:

Section	Amendment
4.2 (a) (i) (ii)	It was agreed screen doors and flyscreens could be approved under rule 4.1
15 (a)	Add colour grey to accepted window treatment colours
26 (a) (i)	Remove clause (a) (i)

MOTION 5: (amended): It was resolved by Special Resolution that the Owners Corporation adopt and adhere to the Owners Corporations rules (a copy of which are attached) as the Rules of the Owners Corporation subject to the above-mentioned amendments, which will supersede and replace all other Rules previously in force.

CARRIED
(No Dissent Noted)

CONTRACTS / SERVICE AGREEMENTS

MOTION 6: It was resolved that the Owners Corporation authorise the incoming Executive Committee to act on its behalf, to place or renew any /service agreements that become due for renewal between now and the next AGM on terms that the committee considers appropriate.

CARRIED

APPROVAL TO GRANT ALL OWNERS AN EASEMENT FOR SUSTAINABILITY-AND UTILITY INFRASTRUCTURE ON COMMON PROPERTY ROOF (ORDINARY RESOLUTION)

As Nest is an A Class complex, the entire roof space forms a part of the Common Property. As a result of Vantage Strata having received numerous enquires around the installation of solar panels and other sustainability and utility infrastructure, the following was agreed.



MOTION 7: *It was resolved that in accordance with Section 23 of the Unit Titles (Management) Act 2011, the Owners Corporation grants an easement right to all Owners for the portion of roof space immediately above their corresponding unit for the purpose of the installation of Sustainability and Utility Infrastructure. Owners will still be required to submit details of the proposed installation to the Executive Committee prior to undertaking any works. Approval is granted on the basis that the installation and any future repairs or ongoing maintenance will be at the expense of the individual owner. Owners are to make good any damage to the common property caused as a result of the use, installation or removal of the sustainability and utility infrastructure. Should the roof at the complex ever need to be replaced or repaired, the cost to remove and re-install any sustainability and utility infrastructure will fall on the individual unit owner.*

CARRIED

GENERAL BUSINESS

Rubbish Issues

The owners present noted that there were ongoing issues regarding incorrect recycling practices and boxes/packing materials being dumped. It was agreed that another notice be sent to residents regarding this issue. V Merkouras (Vantage Strata) advised that a work order had been placed with Suez to repair the broken hopper lid and that recycling signage had been ordered for the bin enclosures.

Parking on the Nature Strip

The owners present noted that there were vehicles parking on the nature strip along Toorale Terrace and on the open, driveway area in front of the waste enclosure. It was agreed that this issue be monitored and that the Executive Committee consider options such as bollards or line marking if necessary.

Pet Application Form

It was requested that the Managing Agent send the Pet Application Form to all owners and residents for completion where necessary.

Install convex mirrors

It was agreed that convex mirrors be installed on the driveway areas at the complex. The Managing Agent to obtain quotes for consideration by the Executive Committee.

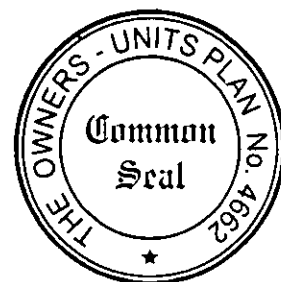
Smoking on Common Property

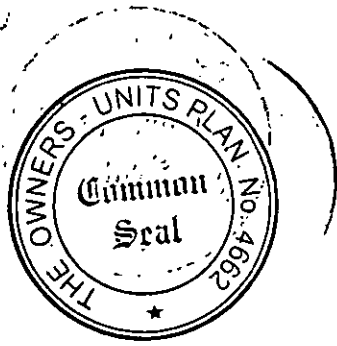
It was agreed that the Managing Agent send a notice to all residents requesting they not smoke on the common areas at the complex and that all cigarette butts be disposed of correctly in an ashtray or bin.

Screen Doors

It was agreed that all screen doors would be approved so long as they were Crimsafe screens in the colour 'black.' Owners would still be required to notify the Executive Committee of the installation.

There was no further business to discuss and the meeting was closed at 6:37 p.m.





Units Plan 4662 'Nest'

4 Toorale Terrace, Lawson, ACT, 2617

Owners Corporation Rules

1. Definitions and interpretation

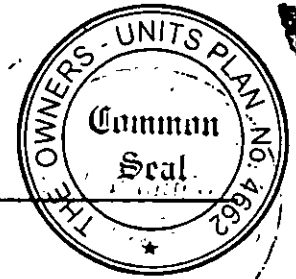
1.1 Definitions

In these rules:

- (a) **Act** means the *Unit Titles (Management) Act 2011 (ACT)*.
- (b) **Building** means the building constructed on Block 3 Section 66 and includes all car parking, storage and common property.
- (c) **Building Manager** means the person appointed from time to time to manage the Building.
- (d) **Executive Committee** means the executive committee of the owner's corporation established under the Act.
- (e) **Executive Committee Representative** means a person authorised in writing by the executive committee under rule 11(d).
- (f) **Manager of the Owners Corporation** means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (g) **Occupier** of a unit includes the unit owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The occupier of a unit is bound by each rule as if they are the owner of the unit.
- (h) **Owners Corporation** means the owners corporation established for the units plan for the Building.
- (i) **Policy** means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 24.
- (j) **Territory** means the Australian Capital Territory.
- (k) **Unit** includes a unit subsidiary.
- (l) **Unit owner** means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) **Vehicle** means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

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



2. Payment of rates and taxes by unit owners

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

3. Repairs and Maintenance

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

4. Erections and Alterations

4.1 General

- (a) A unit owner shall not, except in accordance with:
 - (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,erect or alter any structure in or on a unit.
- (b) For the purposes of rule 4:
 - (i) erecting or altering a structure includes adding structures onto a unit, altering of a unit and fixing things to a unit; and
 - (ii) erecting or altering a structure does not include cosmetic changes to a unit that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.

4.2 Fire Safety Requirements

- (a) If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the owners corporation with a fire consultant's report in relation to the effect that:
 - (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a unit, will have on the Building's fire safety systems.
- (b) A unit owner or occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.

- (c) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

5. Use of common property

- (a) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner of another unit.
- (b) Specifically, a unit owner must not:
- (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

6. Use of unit—hazardous use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

7. Use of unit—nuisance or annoyance

- (a) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner or occupier of another unit.
- (b) A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.
- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
- (i) permission may be given subject to stated conditions; and
permission may be withdrawn by special resolution of the Owners Corporation.

8. Noise

8.1 General

- (a) A unit owner must not make, or permit to be made, such a noise:
- (i) within the unit; or
 - (ii) within common property,



as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.

- (b) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the Owners Corporation.

8.2 Floor coverings

- (a) A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless:
 - (i) the Executive Committee has provided permission in writing, where:
 - A. permission may be withheld in its absolute discretion; and
 - B. permission may be given subject to stated conditions; and
 - (ii) timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.

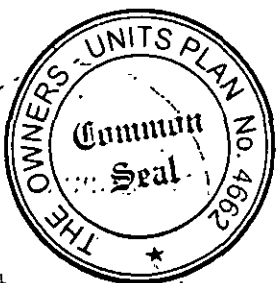
9. Use of unit—Illegal

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

10. Election of Executive Committee

10.1 Membership

- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (**members**).
- (b) *Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (AGM) of the Owners Corporation, and hold office from directly after the AGM until:*
 - (i) the next AGM of the Owners Corporation;
 - (ii) they cease to be a unit owner; or
 - (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).



10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
 - (i) that nominations to be members of the Executive Committee are open;
 - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (the **nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

10.3 Election

- (a) ***Should less than 3 nominations be received:***
 - (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an insufficient amount of nominations were received and the nomination period is extended until the AGM;
 - (ii) At the AGM:
 - A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
 - B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;
 - D. If less than 3 nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated, and unit owners shall elect the new Executive Committee by ordinary resolution.
- (b) ***Between 3 and 7 nominees received:***
 - (i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.
- (c) ***More than 7 nominations received:***
 - (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:



- A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and
- B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:
 - 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 33, and further voting at the AGM in person; and
 - 2) with a ballot that allows for unit owners to indicate their preference for seven nominees.

(ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.

A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee; and

B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.

(iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.

(d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.



11. What may an Executive Committee Representative do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:
 - (i) if the committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
 - (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;
 - (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions g mentioned in paragraph 11(a).

- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
- (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a); or
 - (ii) in the case of an emergency, an Executive Committee Representative, may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall, these examples are not exhaustive and may extend.
- (d) The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.



12. Seal of Owners Corporation

12.1 Sealing of documents

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

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

12.2 Manager may affix seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,

by the Manager of the Owners Corporation without following the procedure in rule 12.1.

13. Damage to common property

- (a) A unit owner must not wilfully damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.

14. Vehicles

14.1 Parking of vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.

- (c) A unit owner must not park or stand any vehicle on common property or permit any invitees of the unit owner to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitors Parking spaces are primarily for the use of visitors to the complex and are intended for 'short term stays' only. Any 'long term stays' require written approval from the Executive Committee in terms of (c) (i) and (ii) above.

14.2 Use of vehicle spaces

- (a) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.

14.3 Leasing of Car Spaces

- (a) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.

15. Window Treatments

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

16. Exterior Maintenance & Cleaning

- (a) A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat and tidy condition.
- (b) A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the unit owner to the Owners Corporation on demand, in accordance with rule 13.



17. Smoking

- (a) A unit owner must not smoke any cigarette, cigar or other product on the common property or on any other part of the Building where smoking is not permitted.

18. Air Conditioning

18.1 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system in the unit is the property of the unit owner.
- (b) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1 Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000* (ACT).
- (b) For the avoidance of doubt any damage to common property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2 No Animals Unless Permitted

- (a) An animal may only be kept in a unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a unit owner must make a written application to the Executive Committee prior to keeping the animal in the Unit; and
 - (ii) permission may be given subject to stated conditions.
- (b) When determining whether to give permission to keep an animal, the Executive Committee must not unreasonably withhold permission. The Executive Committee shall consider:
 - (i) the likelihood that the animal will cause nuisance to other unit owners;
 - (ii) the likelihood that the animal will cause damage to the common property; and



- (iii) the type and size (at the time of the request and at maturity) of the animal.

Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other unit owners, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The unit owner must remove the animal within 30 days of permission being withdrawn.

19.3 Animals and Common Property

- (a) A unit owner must:

- (i) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
- (ii) keep all animals within the unit, except when it is being taken into or out of the unit;
- (iii) the animal to be caged or on a leash when it is being taken into or out of the unit or traversing common property;
- (iv) take all necessary care to ensure that the animal does not urinate or defecate on the common property; and
- (v) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean these areas that have been soiled by the animal.

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



20. Provision of amenities or services

20.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the units, or the unit owners:
 - (i) window cleaning;
 - (ii) electricity, water or gas supply;
 - (iii) telecommunication services (e.g. internet or cable television); and
 - (iv) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 20.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.



20.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.

21. Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

22. Security

22.1 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.
- (b) A unit owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

23. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.

24. Policies

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

25. Signage and Advertising

- (a) Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:
 - (i) permission may be given subject to stated conditions.



(ii) permission may be withdrawn by ordinary resolution of the Executive Committee .

(b) Subject to rule 25(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

26. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
- (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

27. Recovery of legal fees

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

28. Overloading of balconies & floors

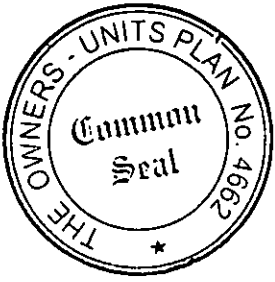
- (a) A unit owner must not overload any floors or balconies and must observe the maximum floor loading and any maximum load limits in the common property and their unit.

29. Moves In/Out of Unit

- (a) Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s .

30. Rubbish Disposal

- (a) A unit owner must:
- (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
- (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;
- (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
- (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned; and



- (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.
- (b) Unit owners must comply with the directions from time to time of the Managing Agent or the Executive Committee as to the manner of disposal of garbage.
 - (c) Nothing in this rule 30 requires a unit owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
 - (d) Despite this rule 30, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
 - (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 30 shall be a debt payable by the unit owner to the Owners Corporation on demand.

31. Electronic Notices

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

32. Electronic Meetings

32.1 Attendance

- (a) A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("electronic attendance"), provided the unit owner is able to:
 - (i) communicate with other participants in the meeting; and

- (ii) participate in the meeting and engage with the other participants at the meeting.
- (b) Where a unit owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating quorum for the meeting.
- (c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

32.2 Participation

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

33. Pre-Meeting Electronic Voting

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



- (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
 - (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.
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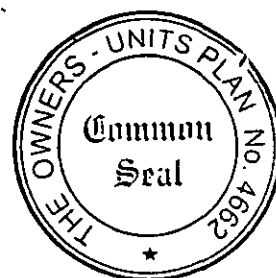
34. Failure to Comply with Rules

34.1 Entry After Notice

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

34.2 Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule, the Executive Committee on behalf of the Owners Corporation may charge the unit owner an administrative fee.
- (b) The administrative fee is the amount of [\$150 + GST].





ACT
Government

Justice and Community Safety

OFFICE OF R
ACT Justice and Commu



CR\$2226798

17/07/2019 14:03:37 TAUNL

API
ALTER A UNITS PLAN

2226798

Form 055 - ~~ALUP~~ CR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Scott McNiven	P.O. Box 764 Mawson ACTbb2607	0412 625324

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
2406:41	Lawson / Belconnen	39	2	1

UNITS PLAN NUMBER

DATE

4662

8/7/19

FULL NAME OF APPLICANT (Surname Last)

FULL POSTAL ADDRESS (including Post Code)

Vantage Strata

Unit 90/43 Constitution Ave, Reid ACT 2612

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

- Staged Development (please complete box below)
- Building Damage Order
- Minor Boundary Change
- Alteration to Schedule of Unit Entitlement
- Other

STAGED DEVELOPMENT (Please complete if application relates to a Staged Development)

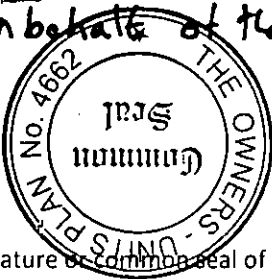
TOTAL NUMBER OF STAGES	STAGE NUMBER FOR THIS APPLICATION	UNIT NUMBERS COMPLETED IN THIS STAGE	LIST PAGE NUMBERS IN PLAN THAT HAVE BEEN AMENDED/REPLACED

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

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

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

LESSOR'S / ACTPLA'S EXECUTION	
Signed by the person duly authorised by ACT Planning and Land Authority (Please print full name of authorised signatory).	Print full name and address of witness
<i>(Signature area)</i>	<i>(Witness area)</i>
Signature of authorised person	Signature of witness

APPLICANT'S EXECUTION	
Print full name of applicant Paul Rowand <i>on behalf of the owners 4662</i>	Print full name and address of witness
 Signature of common seal of applicant <i>P.R.A</i>	Scott McWILSON 8 SMOOT PLACE PERCEE ACT. <i>(Signature)</i>
Signature of common seal of applicant	Signature of witness

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	
Data entered by	<i>C 10</i>	Certificates attached to title	
Registered by	<i>(Signature)</i>	Attachments / Annexures	<i>Stat deas + replacement sheet.</i>
Registration date	23 JUL 2019	Production number	

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 Insert the name, address and occupation of person making the declaration

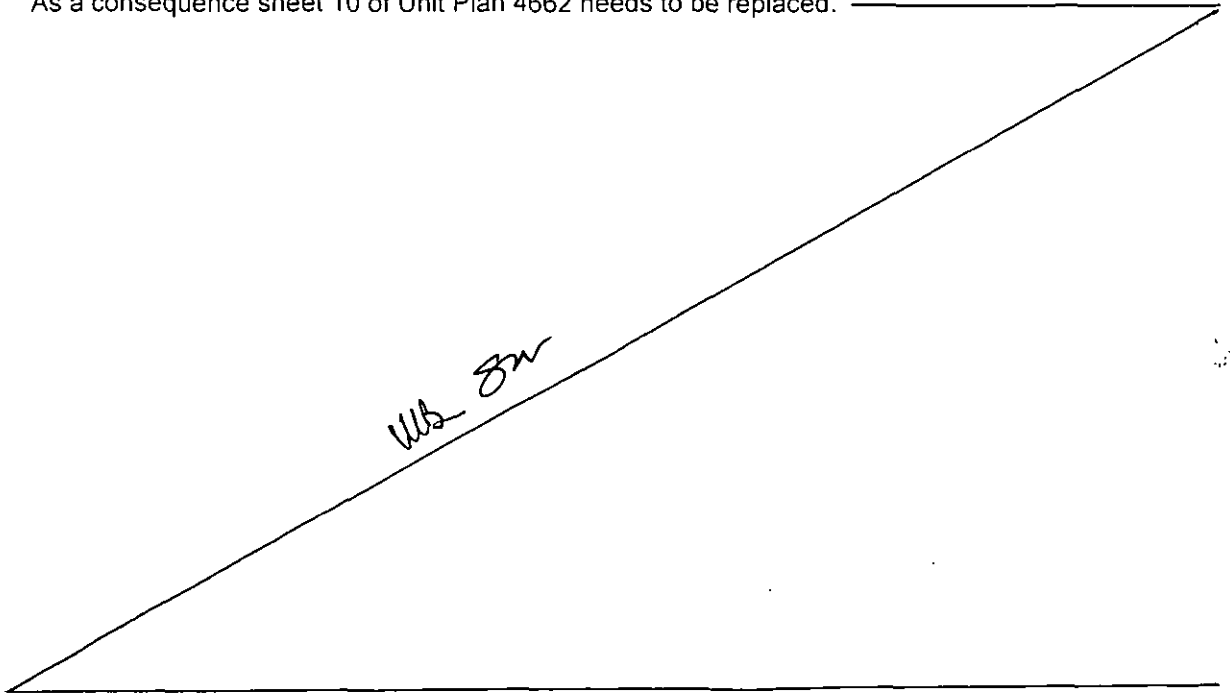
I, ¹ *Scott David McNiven, Surveyor, 8 Shout Place Pearce ACT 2607*

make the following declaration under the *Statutory Declarations Act 1959*:

2 Set out matter declared to in numbered paragraphs

² Due to a drafting error made by me the shape and size of the yard known as S1(1) on Unit Plan 4662 over Block 2 Section 39 Lawson needs to be revised.

As a consequence sheet 10 of Unit Plan 4662 needs to be replaced.



I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 Signature of person making the declaration

³

4 Place
5 Day
6 Month and year

Declared at ⁴ *WODEN ACT* on ⁵ *10TH* of ⁶ *JULY 2019*.

Before me,

7 Signature of person before whom the declaration is made (see over)

⁷

8 Full name, qualification and address of person before whom the declaration is made (in printed letters)

⁸
MARGO BAIN
Justice of the Peace # 2788

WODEN POLICE STATION
Callum Street
Woden ACT 2606
Australia
 AUSTRALIAN FEDERAL POLICE

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I, ¹ Zhengmin Pan, Sole Director of Oriental Companion Property PTY LTD living at 32 Bindaga Place Aranda.

make the following declaration under the *Statutory Declarations Act 1959*:

2 *Set out matter declared to in numbered paragraphs*

² An error has been made in the shape and size of the yard known as S1(1) on the unit plan 4662 over Block 2 Section 39 Lawson, ACT. As a consequence gheet 10 needs to be replaced.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 *Signature of person making the declaration*

³ 

4 *{Optional: email address and/or telephone number of person making the declaration}*

⁴

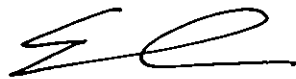
5 *Place*
6 *Day*
7 *Month and year*

Declared at ⁵ 27 Thynne Street, on ⁶ 09th of ⁷ July, 2019.
Bruce, ACT, 2617

Before me,

8 *Signature of person before whom the declaration is made (see over)*

⁸



9 *Full name, qualification and address of person before whom the declaration is made (in printed letters)*

⁹

SHENGNAN CHEN
Chartered Accountant 619071
22 Toorale Terrace, Lawson, ACT, 2617.

10 *{Optional: email address and/or telephone number of person before whom the declaration is made}*

¹⁰

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I, ¹ Paul Rowand of 90/43 Constitution Avenue, Reid, ACT, 2612
Strata Manager for and on Behalf of the Owners Corporation of Unit Plan 4662

2 *Set out matter declared to in numbered paragraphs*

make the following declaration under the *Statutory Declarations Act 1959*:

2 An error has been made in the shape and size of the yard known as S1(1) on Unit Plan 4662 over Block 2 Section 39 Lawson. As a consequence, Sheet 10 needs to be replaced.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 *Signature of person making the declaration*

³ 

4 *[Optional: email address and/or telephone number of person making the declaration]*

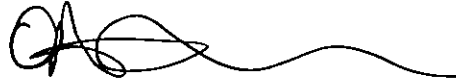
⁴ Paul Rowand
Strata Manager for and on Behalf of the Owners Corporation of Unit Plan 4662
90/43 Constitution Avenue, Reid, ACT, 2612
info@vantagestrata.com.au

5 *Place*
6 *Day*
7 *Month and year*

Declared at ⁵ Kambah on ⁶ 9th of ⁷ July ~~2018~~ 2019

Before me,

8 *Signature of person before whom the declaration is made (see over)*

⁸ 

9 *Full name, qualification and address of person before whom the declaration is made (in printed letters)*

⁹
Olivia Collenette
Pharmacist
PHA0002071000

10 *[Optional: email address and/or telephone number of person before whom the declaration is made]*

¹⁰
Capital Chemist Kambah
Village Shopping Centre
Kambah ACT 2902
Ph 02 62317014

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

10 July 2019

Scott McNiven
Scott McNiven Associate
Consulting Land Surveyors

Dear Scott

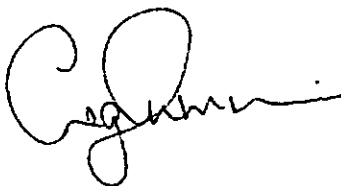
**RE: Block 2 Section 39 Lawson
Unit Plan 4662, Unit 1**

We have revised the amended plans for the unit area particularly the subsidiaries. We advise that the variation to subsidiary 1 for Unit 1 does not effect its value or unit entitlement.

Should you have any queries regarding this matter please do not hesitate to contact Greg Cummins on 02 6230 7855.

Yours sincerely,

Knight Frank Valuations & Advisory Canberra



GREG CUMMINS FAP
Certified Practising Valuer
Partner

Liability limited by a scheme approved under Professional Standards Legislation

Level 4, 64 Allara Street, Canberra ACT 2600 T +61 (0) 2 6230 7855 F +61 (0) 2 6230 7844
PO Box 248, Civic Square, Canberra ACT 2608
www.knightfrank.com.au

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

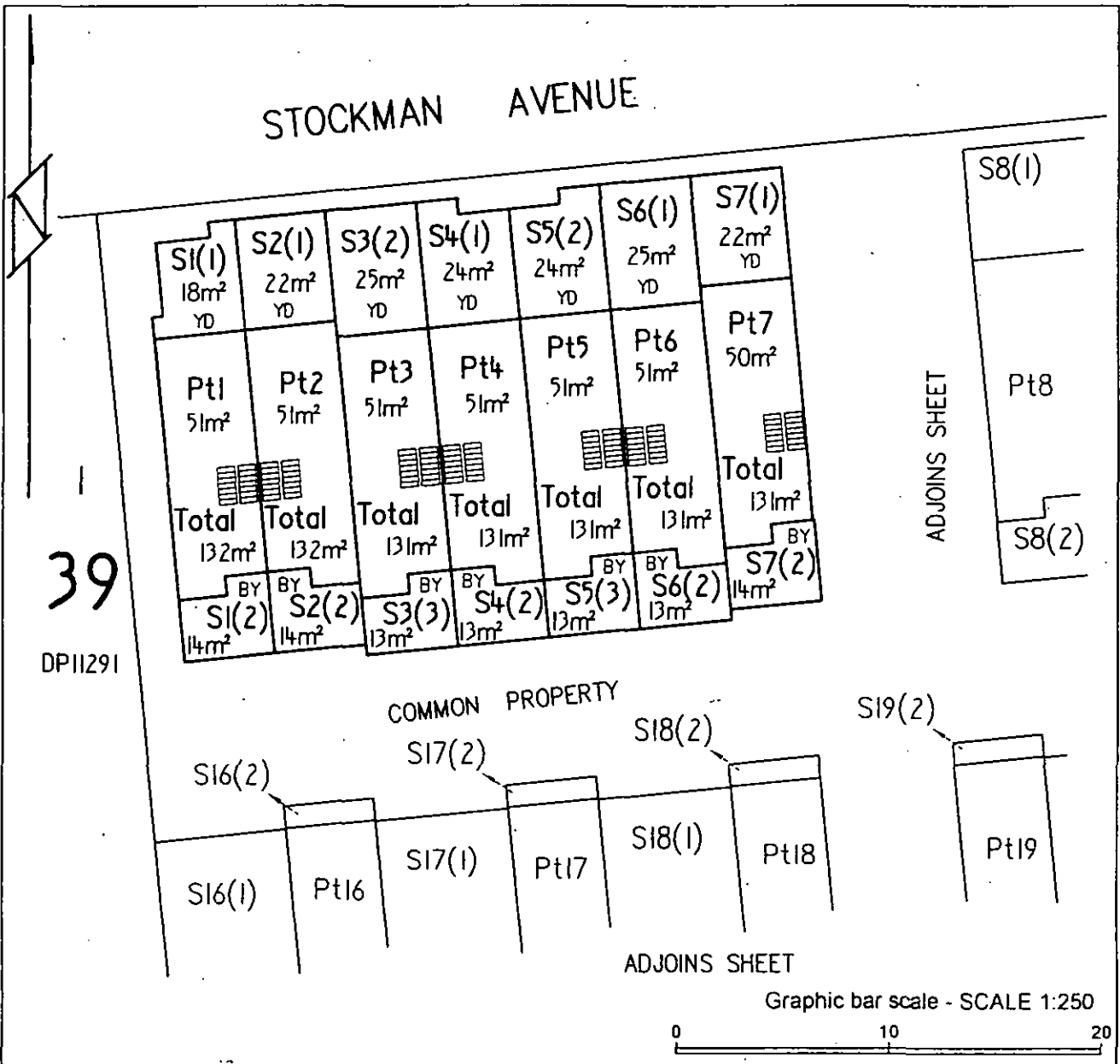
Form 091 - FP

FLOOR PLAN

Division	Section	Block
Lawson	39	2

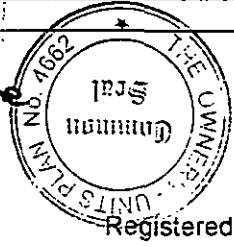
UNITS PLAN No.

FLOOR NUMBER	First
--------------	-------



Paul Rowland
 on behalf of the
 owners 4662
P.L.D.

REGISTERED PROPRIETOR



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



Access Canberra

Chief Minister



SR\$3053093

01/02/2021 09:07:53 Gow1

3053093

BY OWNERS CORPORATION

SR

Land Titles Act 1925

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

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2406:40	LAWSON	39	2	4662

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

The owner's corporation rules are to be amended in accordance with the decision made at the annual general meeting held on the 10/11/2020 and resolved by the owner's corporation.

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

CERTIFICATION *Delete the inapplicable

Applicant

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

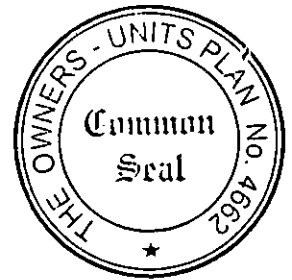
Signed By:

<Name of certifying party> Daniel Leskovec
 <Capacity of certifying party> Strata Manager

for: <Company name> Vantage Strata Pty Ltd
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	18 FEB 2021



Units Plan 4662 - 'Nest'
4 Toorale Street, Lawson ACT 2617
Owners Corporation Rules

1. Definitions and Interpretation

1.1 Definitions

In these rules:

- (a) *Act* means the *Unit Titles (Management) Act 2011* (ACT).
- (b) *Building* means the building constructed on Block 3 Section 66 and includes all car parking, storage and common property.
- (c) *Building Manager* means the person appointed from time to time to manage the Building.
- (d) *Executive Committee* means the executive committee of the owner's corporation established under the Act.
- (e) *Executive Committee Representative* means a person authorised in writing by the executive committee under rule 11(d).
- (f) *Manager of the Owners Corporation* means the person or corporation contracted to provide strata management services to the Owners Corporation.
- (g) *Occupier* of a unit includes the unit owner, an occupier, user, representative, contractor, agent, employee, customer, invitee, guest, lessee or licensee of the unit owner. The occupier of a unit is bound by each rule as if they are the owner of the unit.
- (h) *Owners Corporation* means the owners corporation established for the units plan for the Building.
- (i) *Policy* means one or more policies developed and approved by the Owners Corporation (or the Executive Committee on behalf of the Owners Corporation) pursuant to rule 24.
- (j) *Territory* means the Australian Capital Territory.
- (k) *Unit* includes a unit subsidiary.
- (l) *Unit owner* means the registered proprietor of the lease of the Unit and includes a part-owner.
- (m) *Vehicle* means a motor vehicle, motor cycle, or other motorised means of transport.

1.2 Interpretation

- (a) A word or expression in the Act and the *Unit Titles (Management) Regulation 2011* (ACT) has the same meaning in these rules.

- (b) Words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender.
- (a) The word "includes" in any form is not a word of limitation.

2. Payment of Rates and Taxes by Unit Owners

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

3. Repairs and Maintenance

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

4. Erections and Alterations

4.1 General

- (a) A unit owner shall not, except in accordance with:
 - (i) the written permission given by the Executive Committee on behalf of the Owners Corporation;
 - (ii) the provisions of any law in force in the Territory applicable in the circumstances; and
 - (iii) the provisions of a Policy of the Owners Corporation,erect or alter any structure in or on a unit.
- (b) For the purposes of rule 4:
 - (i) erecting or altering a structure includes adding structures onto a unit, altering of a unit and fixing things to a unit; and
 - (ii) erecting or altering a structure does not include cosmetic changes to a unit that do not attach to, alter or otherwise impact the Building.
- (c) A unit owner shall apply to the Manager of the Owners Corporation to erect or alter a structure.
- (d) The Manager of the Owners Corporation will provide the application to the Executive Committee for consideration.
- (e) Written permission given by the Executive Committee on behalf of the Owners Corporation may be given subject to stated conditions.



4.2 Fire Safety Requirements

- (a) If requested by the Manager of the Owners Corporation or Executive Committee, a unit owner must, at their own cost, obtain and provide the owners corporation with a fire consultant's report in relation to the effect that:
 - (i) a proposed erection or alteration of a structure in or on their unit; or
 - (ii) a proposed change in use of a unit, will have on the Building's fire safety systems.
- (b) A unit owner or occupier must not place any item on top of a storage cage unit that could impede the fire sprinkler system.
- (c) A unit owner or occupier must not use or interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment except in the case of an emergency.

5. Use of Common Property

- (a) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner of another unit.
- (b) Specifically, a unit owner must not:
 - (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.



6. Use of Unit—Hazardous Use

- (a) A unit owner must not use a unit, or permit it to be used, so as to cause a hazard to an owner of another unit.
- (b) A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

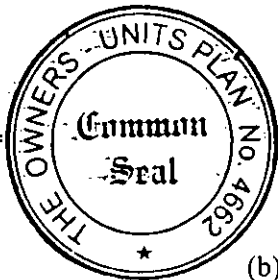
7. Use of Unit—Nuisance or Annoyance

- (a) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner or occupier of another unit.
- (b) A dispute between unit owners as to out whether a use causes a nuisance or substantial annoyance to an owner of another unit may be referred to the Executive Committee for determination.
- (c) This rule does not apply to the use of a unit if the Executive Committee has given the owner of the unit written permission for that use, where:
 - (i) permission may be given subject to stated conditions; and
permission may be withdrawn by special resolution of the Owners Corporation.

8. Noise

8.1 General

- (a) A unit owner must not make, or permit to be made, such a noise:
 - (i) within the unit; or
 - (ii) within common property,
as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner of another unit.
- (b) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so, where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by special resolution of the Owners Corporation.



8.2 Floor Coverings

- (a) A unit owner must take such steps as reasonably required by the Executive Committee on behalf of the Owners Corporation, to prevent the transmission from the floor space of noise likely to disturb the owner of another unit.
- (b) A unit owner must not alter or substitute the floor covering of a unit with any material which may emit noise causing a nuisance or disturb the owner of another unit, unless:
 - (i) the Executive Committee has provided permission in writing, where:
 - A. permission may be withheld in its absolute discretion; and

- B. permission may be given subject to stated conditions; and
- (ii) timber, tiled or polished concrete floor finishes in a unit are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation must be provided to the Owners Corporation.

9. Use of Unit—Illegal

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

10. Election of Executive Committee

10.1 Membership

- (a) The Executive Committee will generally consist of between 3 and 7 unit owners (members).
- (b) Members of the Executive Committee will be elected pursuant to rules 10.2 and 10.3 at each Annual General Meeting (AGM) of the Owners Corporation, and hold office from directly after the AGM until:
- (i) the next AGM of the Owners Corporation;
 - (ii) they cease to be a unit owner; or
 - (iii) they are removed by ordinary resolution and replaced by another unit owner (with effect until the next AGM).



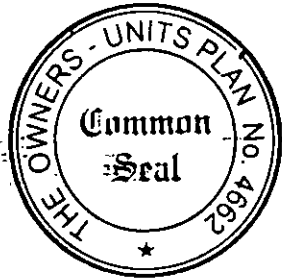
10.2 Nomination

- (a) Prior to the next AGM, the current Executive Committee shall notify unit owners:
- (i) that nominations to be members of the Executive Committee are open;
 - (ii) how unit owners are to submit nominations, and any information that must accompany nominations; and
 - (iii) the date and time when nominations close (the **nomination period**).
- (b) Unless otherwise resolved by the Owners Corporation, for the purposes of rule 10.2(a)(ii) nominations must be in writing, signed by the nominee, submitted by email or post to the Manager of the Owners Corporation, and be accompanied by evidence of the unit owner's eligibility to be a member, and an optional statement of up to 100 words.

10.3 Election

(a) *Should less than 3 nominations be received:*

- (i) When providing unit owners with notice of the next AGM the current Executive Committee shall notify unit owners that an insufficient amount of nominations were received and the nomination period is extended until the AGM;
- (ii) At the AGM:
 - A. The current Executive Committee shall call for nominations from unit owners (to be added to nominations already received, if any);
 - B. If between 3 and 7 nominations are received, unit owners shall elect these nominees to the new Executive Committee by ordinary resolution;
 - C. If more than 7 nominations are received, unit owners shall vote on which nominees are to be elected to the new Executive Committee in accordance with the method outlined in Rule 10.3(c)(ii), and then elect the new Executive Committee by ordinary resolution;
 - D. If less than 3 nominations are received at the AGM, members of the current Executive Committee shall be deemed to be nominated, and unit owners shall elect the new Executive Committee by ordinary resolution.



(b) *Between 3 and 7 nominees received:*

- (i) At the AGM unit owners shall elect these nominees to the new Executive Committee by ordinary resolution.

(c) *More than 7 nominations received:*

- (i) When providing unit owners with notice of the AGM, the current Executive Committee shall provide unit owners with:
 - A. a ballot with the names of the nominees (and any supporting statements provided during the nomination process); and
 - B. notification of the method of voting in the election. Unless otherwise resolved by the Owners Corporation, the election must be conducted:
 - 1) by pre-meeting electronic voting with voting by means of email submission of ballot papers pursuant to rule 33, and further voting at the AGM in person; and

2) with a ballot that allows for unit owners to indicate their preference for seven nominees.

- (ii) At the AGM, the current Executive Committee must count the votes of the unit owners (obtained through all methods of voting). The seven nominees with the largest number of votes will be elected members of the new Executive Committee.
- A. If 2 nominees receive the same number of votes and there is only one further position on the new Executive Committee, unit owners shall vote at the AGM to decide which of the nominees are to be elected to the new Executive Committee; and
- B. If less than 3 nominees receive votes, a further round of voting shall be held at the AGM. Nominees who have received votes must be removed from the vote, and unit owners must vote on which of the remaining nominees are to be elected to the new Executive Committee. This process may be repeated until 3 or more nominees receive votes, and are elected members of the new Executive Committee.
- (iii) Unit owners shall elect successful nominees to the new Executive Committee by ordinary resolution.
- (d) All unit owners must be notified of the unit owners elected to be the new Executive Committee in the minutes of the AGM.



11. What May An Executive Committee Representative Do?

- (a) An Executive Committee Representative may do any of the following in relation to a unit at all reasonable times:
- (i) if the committee has reasonable grounds for suspecting that there is a contravention of the Act, relative legislation or the rules in relation to a unit—inspect the unit to investigate the breach;
- (ii) access the unit to carry out any maintenance on common property required under the Act or these rules;
- (iii) attend to anything else the Owners Corporation is required to do under the Act or these rules.
- (b) An Executive Committee Representative may enter a unit and remain in the unit for as long as is necessary to carry out the actions g mentioned in paragraph 11(a).
- (c) An Executive Committee Representative is not authorised to do anything in relation to a unit mentioned in paragraph 11(a) unless:
- (i) the Executive Committee or the Executive Committee Representative has obtained consent from the owner and has given the owner of the unit

reasonable written notice (not less than 7 days) of their intention to carry out the action mentioned in paragraph 11(a); or



- (ii) in the case of an emergency, an Executive Committee Representative, may access the unit without consent if it is essential that the action be done without notice. Examples of an emergency are 1) water flowing from one unit into another and causing damage 2) an external glass window is dislodged and likely to fall, these examples are not exhaustive and may extend.

- (d) *The Executive Committee may give written authority to a person to represent the Owners Corporation under this rule.*

12. Seal of Owners Corporation

12.1 Sealing of Documents

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

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

12.2 Manager May Affix Seal

The common seal may be attached to:

- certificates under section 119 of the Act and
- reduced quorum notices,

by the Manager of the Owners Corporation without following the procedure in rule 12.1.

13. Damage to Common Property

- (a) A unit owner must not wilfully damage any part of the common property.
- (b) The costs of the Owners Corporation in rectifying any such damage under rule 13(a) shall become a debt payable by the unit owner to the Owners Corporation on demand.

14. Vehicles

14.1 Parking of Vehicles

- (a) A unit owner must only park or stand vehicles in the vehicle spaces allocated to their Unit.
- (b) A unit owner must not park, stand or intrude any vehicle in the vehicle spaces allocated to other Units.
- (c) A unit owner must not park or stand any vehicle on common property or permit any invitees of the unit owner to park or stand any vehicle on common property, except with the prior written approval of the Executive Committee where:
 - (i) permission may be given subject to stated conditions; and
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee
- (d) Visitors Parking spaces are primarily for the use of visitors to the complex and are intended for 'short term stays' only. Any 'long term stays' require written approval from the Executive Committee in terms of (c) (i) and (ii) above.



14.2 Use of Vehicle Spaces

- (a) A unit owner must not use a vehicle space in such a way that causes nuisance or annoyance to other unit owners.
- (b) ers.

14.3 Leasing of Car Spaces

- (a) A unit owner may lease a person their car space unit subsidiary, only in accordance with the written approval of the Executive Committee. Such permission may be given subject to certain conditions, including requiring that a Security Key be re-coded to allow entry to the car space.

15. Window Treatments

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

16. Exterior Maintenance & Cleaning

- (a) A unit owner must ensure that the balconies, doors and all other reasonably accessible exterior surfaces and areas of a unit are maintained in a clean, neat and tidy condition.



- (b) A unit owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of the unit, including so much as is common property, unless:
- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the unit owner safely or at all.
- (c) It is the responsibility of the unit owner to ensure that the cleaning process does not allow water to run/drip onto the balcony or penetrate into, the unit adjacent or below. In addition, water should not be allowed to penetrate the common property or another unit (or otherwise damage common areas or property of other unit owners).
- (d) Any costs of the Owners Corporation in rectifying any damage caused to the common property or to another unit shall become a debt payable by the unit owner to the Owners Corporation on demand, in accordance with rule 13.

17. Smoking

- (a) A unit owner must not smoke any cigarette, cigar or other product on the common property or on any other part of the Building where smoking is not permitted.

18. Air Conditioning

18.1 Air Conditioning

- (a) Unit owners acknowledge that the air conditioning system in the unit is the property of the unit owner.
- (b) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning unit (or associated system or plant) may be located on the common property.
- (c) The Owners Corporation will not be responsible for contributing to the repair and maintenance of any air conditioning unit (or associated system or plant).
- (d) All unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (e) Current legislation and or building standards will determine the permitted noise level of air conditioning units.
- (f) Any modification of air conditioning units will be subject to rule 4.

19. Animals

19.1 Assistance Animals

- (a) This rule 19 does not apply to assistance animals pursuant to the *Domestic Animals Act 2000* (ACT).
- (b) For the avoidance of doubt any damage to common property caused by an assistance animal will be dealt with pursuant to rule 13.

19.2 No Animals Unless Permitted

- (a) An animal may only be kept in a unit with the written permission of the Executive Committee on behalf of the Owners Corporation, where:
 - (i) a unit owner must make a written application to the Executive Committee prior to keeping the animal in the Unit; and
 - (ii) permission may be given subject to stated conditions.
- (b) When determining whether to give permission to keep an animal, the Executive Committee must not unreasonably withhold permission. The Executive Committee shall consider:
 - (i) the likelihood that the animal will cause nuisance to other unit owners;
 - (ii) the likelihood that the animal will cause damage to the common property; and
 - (iii) the type and size (at the time of the request and at maturity) of the animal.

Where the Executive Committee on behalf of the Owners Corporation believes there has been a breach of rule 19.3, or the animal becomes a nuisance or annoyance to other unit owners, permission may be withdrawn by the Executive Committee on behalf of the Owners Corporation. The unit owner must remove the animal within 30 days of permission being withdrawn.



19.3 Animals and Common Property

- (a) A unit owner must:
 - (i) ensure animals cannot be heard by other unit owners outside the unit (particularly at night);
 - (ii) keep all animals within the unit, except when it is being taken into or out of the unit;
 - (iii) the animal to be caged or on a leash when it is being taken into or out of the unit or traversing common property;
 - (iv) take all necessary care to ensure that the animal does not urinate or defecate on the common property; and

- (v) immediately pick up and dispose of any animal waste that may be deposited on common property and take any further action required to clean these areas that have been soiled by the animal.
- (b) The Executive Committee may require the unit owner to lodge a bond with the Owners Corporation in relation to keeping the animal, which will be refunded less any deductions, on removal of the animal from the Unit.

20. Provision of Amenities or Services

20.1 Amenities and Services

- (a) The Owners Corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the units, or the unit owners:
 - (i) window cleaning;
 - (ii) electricity, water or gas supply;
 - (iii) telecommunication services (e.g. internet or cable television); and
 - (iv) gardening services.
- (b) If the Owners Corporation makes a resolution referred to in rule 20.1 to provide an amenity or service to a unit or to the unit owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

20.2 Access

- (a) The Owners Corporation may require access and authorise persons to enter into a unit for the purposes of installing, maintaining, repairing or replacing services and amenities located on common property and unit owners must give access to their unit on reasonable notice for these purposes.

21. Rights of Access

- (a) The Owners Corporation may require access to each unit for the purposes of maintaining the building and the installation, operation, maintenance, repair and replacement of services within the building and located on common property.
- (b) Unit owners must give access to their unit on reasonable notice for these purposes.

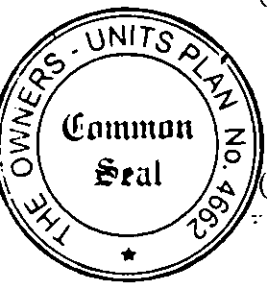
22. Security

22.1 Security Equipment

- (a) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio visual surveillance or security equipment for the security of the building.
- (b) A unit owner must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

23. Fire Control & Building Policies

- (a) The unit owner must comply with all relevant laws about fire control and must not:
 - (i) interfere with fire safety equipment; or
 - (ii) obstruct fire stairs or fire escapes.
- (b) The unit owner must, on reasonable notice, if applicable provide access to the unit to permit the regular inspection and servicing of the fire safety equipment.



24. Policies

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

25. Signage and Advertising

- (a) Unit owners are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit or on the common property (including lawns and perimeter gardens, where applicable) except with the prior written permission of the Executive Committee, where:
 - (i) permission may be given subject to stated conditions.
 - (ii) permission may be withdrawn by ordinary resolution of the Executive Committee.
- (b) Subject to rule 25(a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property at any time.

26. Antennas

- (a) Satellite dishes, television antennas or other antennas (**antennas**) are not to be erected, on or about the Building unless:
 - (i) the Executive Committee has given permission for the antenna to be erected.
- (b) Permission of the Executive Committee may be given subject to stated conditions.
- (c) Permission may be withdrawn by ordinary resolution of the Executive Committee.

27. Recovery of Legal Fees

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

28. Overloading of Balconies & Floors

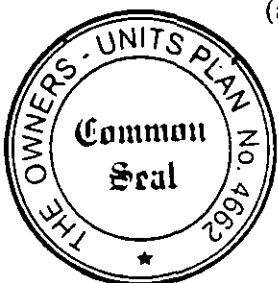
- (a) A unit owner must not overload any floors or balconies and must observe the *maximum floor loading and any maximum load limits in the common property and their unit.*

29. Moves In/Out of Unit

- (a) Any damage caused to common property must be repaired at the unit owner's cost. This shall include the costs of rectification of any lift service faults caused by the incorrect use of the lift/s.

30. Rubbish Disposal

- (a) A unit owner must:
 - (i) dispose of domestic general waste by placing it in an appropriate marked receptacle in the places provided for that purpose on the common property;
 - (ii) dispose of domestic recyclable waste by placing it in an appropriate marked receptacle in the places provided on the common property;





- (iii) ensure that before general waste is placed in any receptacle it is securely wrapped or, in the case of recyclable waste, completely drained and collapsed (where appropriate);
 - (iv) ensure that any liquid or article that may have spilled from a waste container or receptacle onto common property is removed and that the area is cleaned; and
 - (v) take waste materials that are too large or bulky to fit in the provided recycle or rubbish receptacles to the appropriate resource management centre (rubbish tip) or other Territory collection area.
 - (vi) In the case of a building where it is equipped with waste chutes, ensure that the size of the waste being disposed of in the waste chute will easily fit in the chute and be able to travel down the length of the chute without becoming lodged in the chute.
- (b) Unit owners must comply with the directions from time to time of the Managing Agent or the Executive Committee as to the manner of disposal of garbage.
 - (c) Nothing in this rule 30 requires a unit owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
 - (d) Despite this rule 30, a unit owner must not dispose of any cooking oils or other like substances by placing them in any receptacles provided on the common property. Each unit owner must enter into a contract with a reputable recycling contractor to dispose of any cooking oils or like substances, or dispose thereof at an appropriate resources management centre.
 - (e) The costs of the Owners Corporation in removing or disposing of any waste or other article disposed of by a unit owner contrary to this rule 30 shall be a debt payable by the unit owner to the Owners Corporation on demand.

31. Electronic Notices

- (a) A unit owner shall:
 - (i) provide the Owners Corporation with an email address to contact the unit owners; or
 - (ii) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.
- (b) On receipt of an email address from a unit owner (as updated from time to time), the unit owner agrees to accept service of notices from the Owners Corporation, Manager of the Owners Corporation, and the Executive Committee.

- (c) A notice sent by email will be deemed to be received by the unit owner at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

32. Electronic Meetings

32.1 Attendance

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



32.2 Participation

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

33. Pre-Meeting Electronic Voting

- (a) Decision making at general meetings of the Owners Corporation and/or meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:
- (i) voting by means of email submission of ballot papers;
 - (ii) voting by means of accessing a website and submitting an online ballot paper;

- (iii) voting by means of utilising an electronic application and submitting a ballot paper; and
 - (iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) When providing notice of the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - (ii) the resolution to be voted on (including any explanatory material);
 - (iii) instructions for completing the ballot paper and indicating the voter's choice;
 - (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.



34. Failure to Comply with Rules

34.1 Entry After Notice

- (a) If the Executive Committee reasonably believes a unit owner or occupier of a unit has contravened a rule or the Act, the Executive Committee on behalf of the Owners Corporation may resolve to give a unit owner written notice:
 - (i) specifying the contravention of the Act or the rules; and
 - (ii) requesting that the contravention is remedied by the unit owner with a specified timeframe.
- (b) If a contravention is not remedied by the unit owner within the specified timeframe provided in the notice, the Executive Committee on behalf of the Owners Corporation may enter a unit as per 11 above to do any act that a unit owner should have done under the Act or these rules, but which a unit owner has not done or, in the reasonable opinion of the Executive Committee on behalf of the owners corporation, has not done properly.

- (c) The Owners Corporation may recover money a unit owner owes it under these rules as a debt payable on demand.
- (d) The rights of the Owners Corporation under this rule are in addition to those that it has under the Act.

34.2 Administrative Fee

- (a) Where the Executive Committee on behalf of the Owners Corporation has taken action under this rule, the Executive Committee on behalf of the Owners Corporation may charge the unit owner an administrative fee.
- (b) The administrative fee is the amount of [S150 + GST].



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 4662**

A2 **General meeting**

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 30 June 2020

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
30 June 2020	See minutes attached.

A4 **Owners corporation declaration**

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

[Signature]

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

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

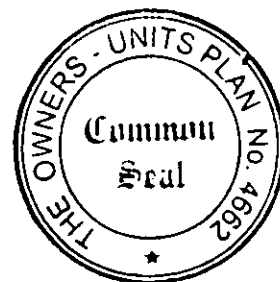
There are 2 types of *reduced quorum decision*, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

The petition must—

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4662
'NEST'
4 TOORALE STREET, LAWSON, ACT, 2617**

Venue: Meeting was held virtually via 'Zoom'

Date: Tuesday, 30th June 2020

Time: 5:30pm

Present:

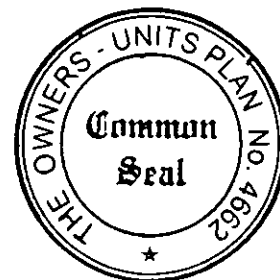
J Ward	(Lot 7)
X Li	(Lot 10)
T Chester	(Lot 11)
D Tiedman & J McKinnon	(Lot 24)
M & J Clarke	(Lot 26)
D Wilson	(Lot 38)

In Attendance:

N Forno	Strata Manager, Vantage Strata
J Malcolm	Strata Manager, Vantage Strata

Apologies:

I Dawson	(Lot 12)
T Laundon	(Lot 23)



Quorum: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).



Secretarial Note – Owners are advised that under Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

In order to comply with the requirement of the Unit Titles (Management) Act 2011 the meeting waited 30 minutes before proceeding as a reduced quorum meeting.

CHAIRPERSON, PROXIES AND APOLOGIES

It was resolved that X Li chair the meeting.

CARRIED

ADOPTION OF MINUTES

MOTION 1: It was resolved that the minutes of the previous First Annual General Meeting be confirmed.

CARRIED

INSURANCE

MOTION 2: It was resolved that the Owners Corporation authorise the Executive Committee by special resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,
- b) give consideration to premium funding the policy if necessary,
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate.

CARRIED

FINANCES

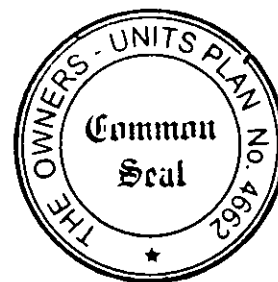
MOTION 3: It was resolved that the financial accounts for the period from 24/04/2019 to 23/04/2020 as presented be accepted.

CARRIED

SINKING FUND REPORT

MOTION 4: It was resolved that the Owners Corporation adopt the Sinking Fund Report dated 10/06/2019.

CARRIED



BUDGET DISCUSSION

ADMINISTRATION FUND

MOTION 5: *It was resolved that the Administration Fund budget of \$68,600 for the period 24/04/2020 to 23/04/2021 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Unit Entitlements and payable by two instalments due on 03/08/2020 and 01/02/2021.*

CARRIED

It was discussed that the Unit Entitlements may require investigation in relation to their accuracy. Please refer to General Business

SINKING FUND CONTRIBUTION

MOTION 6 (AMENDED): *It was resolved that a contribution of \$17,317 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 24/04/2020 to 23/04/2021, to be contributed by owners in accordance with their Unit Entitlements and payable by two instalments due on 03/08/2020 and 01/02/2021.*

CARRIED

It was discussed that the Unit Entitlements may require investigation in relation to their accuracy. Please refer to General Business

EXECUTIVE COMMITTEE ELECTION

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

X Li, T Chester, I Dawson and J McKinnon.

CARRIED

GENERAL BUSINESS

Waste Dumping Issue:

The meeting discussed how the dumping of waste on the floor of the waste enclosure and of hard waste in front of the enclosure has been an issue throughout the past year. A number of suggestions were discussed such as the hiring of a skip bin throughout the year for bulk waste removal from the complex, the bulky waste collection service being rolled out across the ACT (2021-2022) and advising owners to discuss the waste arrangements with their Property Managers to allow educating of tenants. The Executive Committee have been discussing the potential of installing CCTV in the area to catch common perpetrators. The meeting noted that all cost-effective solutions shall be adopted with the CCTV to be reviewed as a solution should no minimisation of the issue be found.



Unit Entitlements:

The meeting discussed at length the issue of the Unit Entitlements for a number of units being potentially incorrect between a number of 2-bedroom units and 3-bedroom units. The concerned residents were advised to discuss this with their solicitor in relation to their sales contract for the unit as this matter relates to each individual unit and Vantage Strata were not involved during this process. The Strata Manager advised that this is the initial step to be undertaken and once an issue has been identified, the Owners Corporation shall then take further action.

(Note To Minutes: The Manager advises that Vantage Strata have been utilizing the registered Units of Entitlement information provided to Vantage Strata at registration of the Units Plan. Considering the aforementioned, Vantage Strata confirms that all levies struck to date have been done so in accordance with this information and are correct. A copy of the registered Units of Entitlement is attached for ease of reference).

With no further business to be discussed, the meeting was closed at 6:30pm.



ACT
Government
Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate



SURVEYOR'S DECLARATION

Form 087 - SP

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2193:74	Lawson / Belconnen	39	2	11291	4662

NAME OF MANAGER / OWNERS CORPORATION
Nest 3

ADDRESS FOR SERVICE OF NOTICE
Vantage Strata, Box 206 Civic Square ACT 2608

SURVEYOR'S DECLARATION
I, **Scott David McNiven** of **Unit 12 Torrens Place, Torrens**

A surveyor registered under the *Surveyors Act 2007*, hereby certify that:
1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 25/2/19

2. The survey is in accordance with the following Acts:


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

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

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

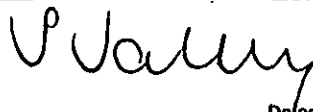
OR

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




Signature of Registered Surveyor

25/2/19 Dated

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

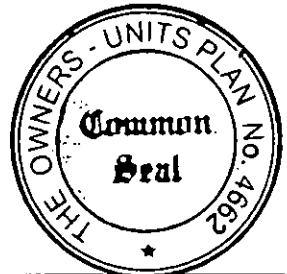

Lyn Tankey
Delegate of the Authority / Executive

11th April 2019 Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	23 APR 2019
DATA ENTERED BY			

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
Lawson	39	2

Unit Plan No
4662

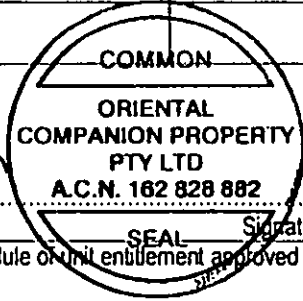
2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	23	2	2406	41
2	23	2	2406	42
3	23	3	2406	43
4	23	2	2406	44
5	23	3	2406	45
6	23	2	2406	46
7	23	2	2406	47
8	23	2	2406	48
9	23	3	2406	49
10	23	2	2406	50
11	23	3	2406	51
12	23	2	2406	52
13	23	2	2406	53
14	23	2	2406	54
15	23	2	2406	55
16	39	2	2406	56
17	39	2	2406	57
18	39	2	2406	58
19	39	2	2406	59
20	39	2	2406	60
21	39	2	2406	61
22	21	2	2406	62

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
2406	40



Zhengmin Pan
Sole Director

Signature of Lessee

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

Dated Eleventh this day of April 2019

Lyn Tankey
Delegate of the Authority/Executive

D. Peffer
Dave Peffer
Registrar-General



Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
Lawson	39	2

Unit Plan No
4662

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
23	29	2	2406	63
24	29	2	2406	64
25	29	2	2406	65
26	21	2	2406	66
27	21	2	2406	67
28	21	2	2406	68
29	21	2	2406	69
30	21	2	2406	70
31	29	2	2406	71
32	29	2	2406	72
33	29	2	2406	73
34	29	2	2406	74
35	21	2	2406	75
36	21	2	2406	76
37	21	2	2406	77
38	29	2	2406	78
Aggregate	1000	80	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:	
<p>COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882</p>			Volume	Folio
			2406	40
Column 1 above is the schedule of unit entitlement approved for the subdivision.			<p>Dave Peffer Registrar-General</p>	
Dated Eleventh this day of April 2019 <p>Lyn Tankey Delegate of the Authority/Executive</p>			Deputy Registrar-General	

Block 2 Section 39 Lawson

Unit Plan No	Sheets	Sub 1 (Sheet)	Sub 2 (Sheet)	Sub 3 (Sheet)	Address
1	6,10,14	Yard (10)	Balcony (10)		119 Stockman Avenue
2	6,10,14	Yard (10)	Balcony (10)		117 Stockman Avenue
3	6,10,14	Car Space (6)	Yard (10)	Balcony (10)	115 Stockman Avenue
4	6,10,14	Yard (10)	Balcony (10)		113 Stockman Avenue
5	6,10,14	Car Space (6)	Yard (10)	Balcony (10)	111 Stockman Avenue
6	6,10,14	Yard (10)	Balcony (10)		109 Stockman Avenue
7	6,10,14	Yard (10)	Balcony (10)		107 Stockman Avenue
8	7,11,15	Yard (11)	Balcony (11)		105 Stockman Avenue
9	7,11,15	Car Space (7)	Yard (11)	Balcony (11)	103 Stockman Avenue
10	7,11,15	Yard (11)	Balcony (11)		101 Stockman Avenue
11	7,11,15	Car Space (7)	Yard (11)	Balcony (11)	99 Stockman Avenue
12	7,11,15	Yard (11)	Balcony (11)		97 Stockman Avenue
13	7,11,15	Yard (11)	Balcony (11)		95 Stockman Avenue
14	7,11,15	Yard (11)	Balcony (11)		93 Stockman Avenue
15	7,11,15	Yard (11)	Balcony (11)		91 Stockman Avenue
16	6,12,16	Yard (12)	Balcony (12)		16/4 Toorale Terrace
17	6,12,16	Yard (12)	Balcony (12)		17/4 Toorale Terrace
18	6,12,16	Yard (12)	Balcony (12)		18/4 Toorale Terrace
19	7,13,17	Yard (13)	Balcony (13)		19/4 Toorale Terrace
20	7,13,17	Yard (13)	Balcony (13)		20/4 Toorale Terrace
21	7,13,17	Yard (13)	Balcony (13)		21/4 Toorale Terrace
22	8,12,16	Yard (12)	Yard (12)		30b Narrambla Terrace
23	8,12,16	Yard (12)	Yard (12)		30a Narrambla Terrace
24	8,12,16,18	Yard (12)	Yard (12)		28b Narrambla Terrace
25	8,12,16,18	Yard (12)	Yard (12)		28a Narrambla Terrace
26	8,12,16,18	Yard (12)	Yard (12)		26 Narrambla Terrace
27	8,12,16,18	Yard (12)	Yard (12)		24 Narrambla Terrace
28	8,12,16	Yard (12)	Yard (12)		22 Narrambla Terrace
29	8,12,16	Yard (12)	Yard (12)		20 Narrambla Terrace
30	9,13,17	Yard (13)	Yard (13)		18 Narrambla Terrace
31	9,13,17	Yard (13)	Yard (13)		16 Narrambla Terrace
32	9,13,17	Yard (13)	Yard (13)		14 Narrambla Terrace
33	9,13,17,19	Yard (13)	Yard (13)		12 Narrambla Terrace
34	9,13,17,19	Yard (13)	Yard (13)		10 Narrambla Terrace
35	9,13,17,19	Yard (13)	Yard (13)		8 Narrambla Terrace
36	9,13,17,19	Yard (13)	Yard (13)		6 Narrambla Terrace
37	9,13,17	Yard (13)	Yard (13)		4 Narrambla Terrace
38	9,13,17	Yard (13)	Yard (13)		2 Narrambla Terrace



Lyn Tankey
Lyn Tankey

zhengmin Pan

zhengmin Pan
 Sole Director



2
6
DP 10748

STEEL FP AT COR FD
357°24'50" / 1.00
FR CIP FD DP 10748
RM 915 GONE

STEEL FP AT COR FD
DP 10748

DH & WINGS IN CONC
AT CORNER FD
DP 10748

REF MARK	EASTING	NORTHING
CRM 13916	207010.68	609833.03
CRM 13917	207194.21	609849.46
CRM 14010	206937.865	609909.965
CRM 14011	207013.87	609928.705
CRM 14012	207198.05	609934.405
CRM 14013	207173.015	610026.43
CRM 14015	207298.775	609945.855
CRM 14119	207083.99	610022.095
RM 923	206935.645	609963.57

Ⓢ PROPOSED DRAINAGE SERVICE EASEMENT
 Ⓢ&Ⓢ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE
 AZIMUTH A - B ON SHEET 3

- REFERENCE MARKS
- Ⓢ Denotes CIP in-road + 83 radially from T-P
 - Ⓢ C-B
 - Ⓢ PLAQUE IN KERB
 - Ⓢ DEEP-DRIVEN ROD
 - Ⓢ DH&W IN KERB
 - (Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)
 All easements are 2.5 metres wide
 (Except as otherwise shown)
 Field Books:

SURVEYOR'S REFERENCE: 14060-02_DP

MAIL McDONALD BARNESLEY Pty Ltd
 1, JESSICA ANNE SMITH of PO BOX 54 JAMISON ACT 2614
 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 5 FEBRUARY 2015.

(Signature) *J. Smith*
 17/03/15 Surveyor, Registered under the
 Surveyors Act 2007

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

J. Brown 20/03/2015
 Surveyor-General of the ACT

PLAN OF
 BLOCKS 1-7 SECTION 31, BLKS 1 & 2 SEC 39
 BLKS 1 & 2 SEC 40, BLK 1 SEC 42,
 BLKS 1 & 2 SEC 43, BLK 1 SEC 44 &
 BLKS 1-17 SEC 45

DIVISION: LAWSON
 DISTRICT: BELCONNEN
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500

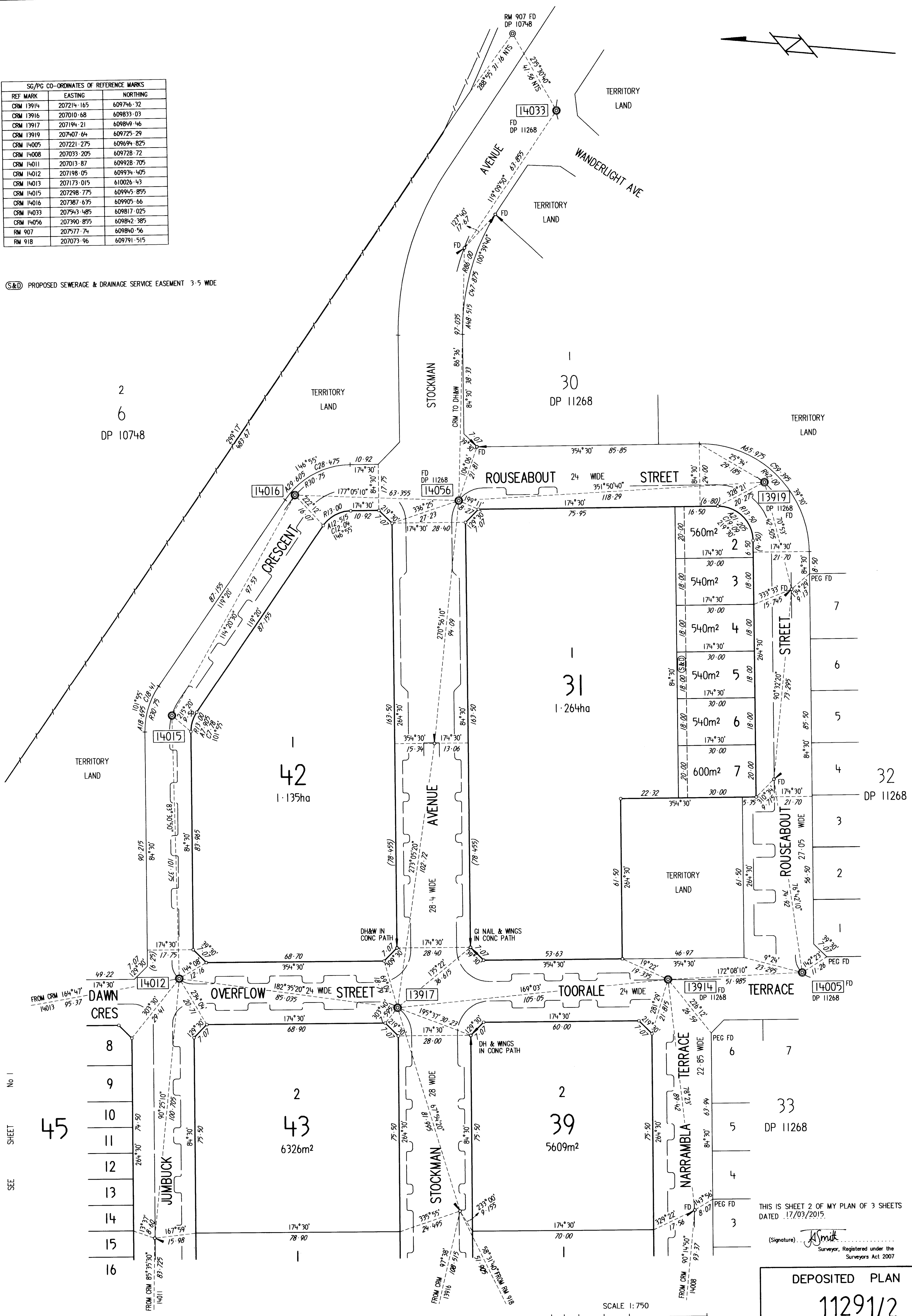
0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in
 the Australian Capital Territory the Twenty Fourth
 day of March 2015 at minutes
 past ten o'clock in the forenoon
 Approved *David Snowden*
 David Snowden
 Registrar-General

DEPOSITED PLAN
 11291/1

REF MARK	EASTING	NORTHING
CRM 13914	207214.165	609746.32
CRM 13916	207010.68	609833.03
CRM 13917	207194.21	609849.46
CRM 13919	207407.64	609725.29
CRM 14005	207221.275	609694.825
CRM 14008	207033.205	609728.72
CRM 14011	207013.87	609928.705
CRM 14012	207198.05	609934.405
CRM 14013	207173.015	610026.43
CRM 14015	207298.775	609945.855
CRM 14016	207387.635	609905.66
CRM 14033	207543.485	609817.025
CRM 14056	207390.855	609842.385
RM 907	207577.74	609840.56
RM 918	207073.96	609791.515

PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE



SEE SHEET No 1
45
8
9
10
11
12
13
14
15
16

SURVEYOR'S REFERENCE: 14060-02_DP

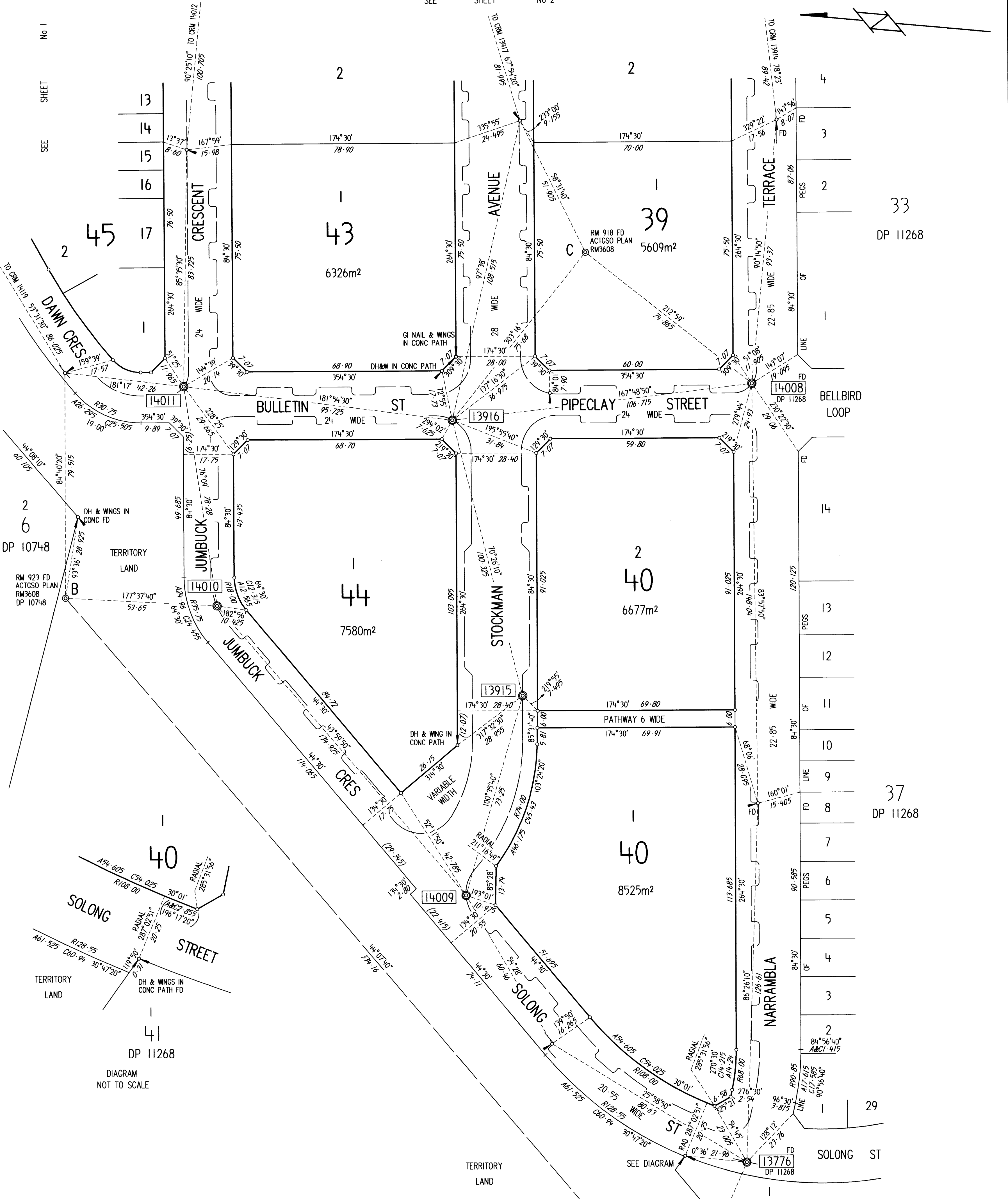
SEE SHEET No 3

SCALE 1:750
0 5 10 20 30 60 METRES

THIS IS SHEET 2 OF MY PLAN OF 3 SHEETS DATED 17/03/2015.
(Signature) *J. Smith*
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
11291/2

SEE SHEET No 2



33
DP 11268

37
DP 11268

DP 11268

DIAGRAM NOT TO SCALE

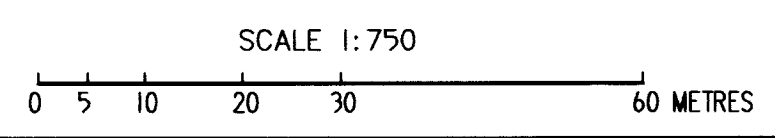
REF MARK	EASTING	NORTHING
CRM 13776	206759.625	609705.285
CRM 13914	207214.165	609746.32
CRM 13915	206916.15	609799.435
CRM 13916	207010.68	609833.03
CRM 13917	207194.21	609849.46
CRM 14008	207033.205	609728.72
CRM 14009	206844.145	609812.905
CRM 14010	206937.865	609909.965
CRM 14011	207013.87	609928.705
CRM 14012	207198.05	609934.405
CRM 14119	207083.99	610022.095
RM 918	207073.96	609791.515
RM 922	206702.985	609723.71
RM 923	206935.645	609963.57

B - C 14°12'10" 220.755
NTS NOT TO SCALE

THIS IS SHEET 3 OF MY PLAN OF 3 SHEETS
DATED 17/03/2015.

(Signature) *J. Smik*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
11291/3



SURVEYOR'S REFERENCE: 14060-02DP

*GL

X20768/3

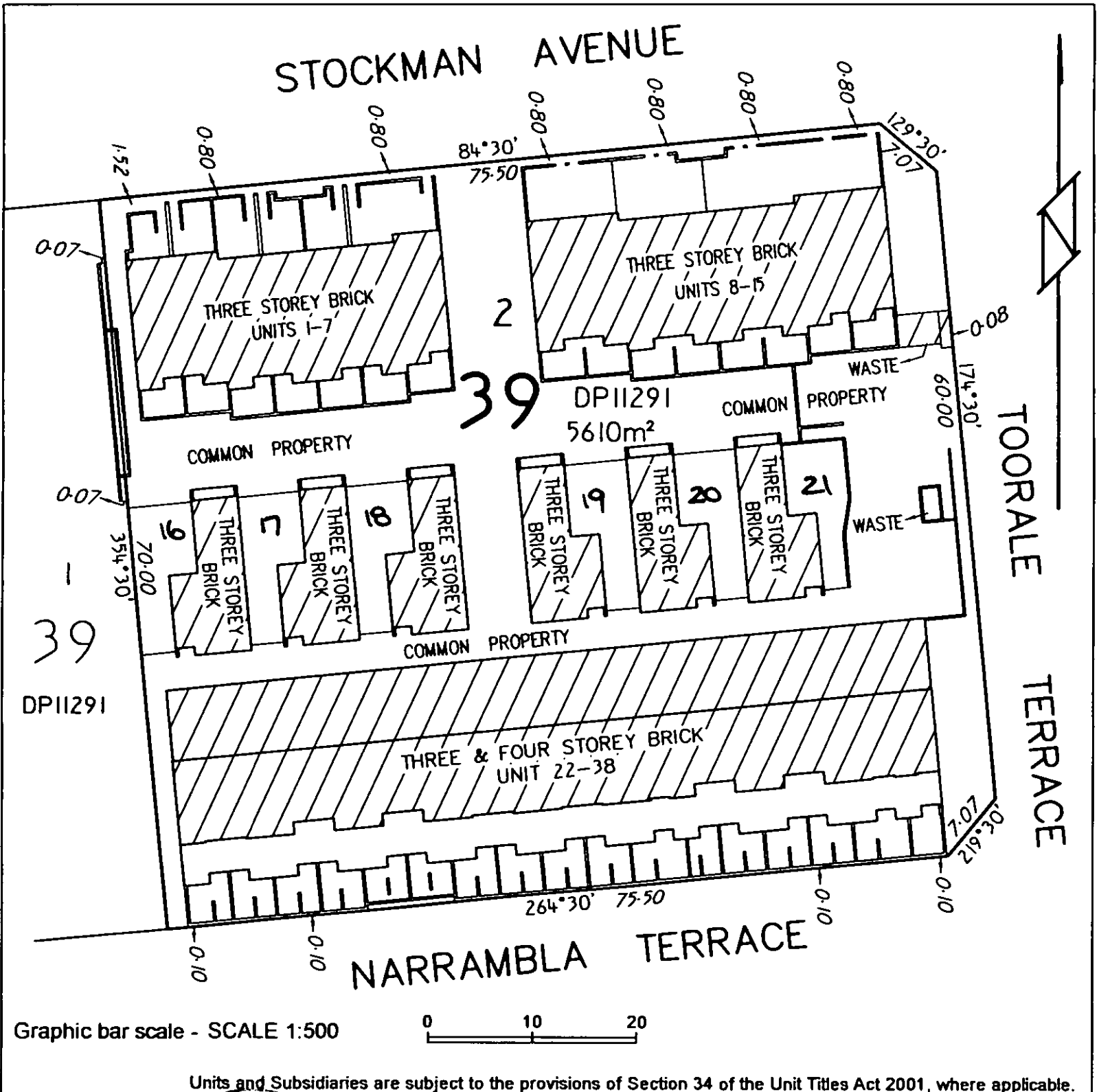
LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 088 - SP

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
Lawson	39	2	A	4662



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

Zhengmin Pan
Sole Director
Registered Proprietor

COMMON
ORIENTAL
COMPANION PROPERTY
PTY LTD
A.C.N. 162 828 882
SEAL

[Signature]
Registered Surveyor

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


ACT
 Government

Justice and Community Safety

 LAND TITLES
 OFFICE OF REGULATORY SERVICES
 ACT Justice and Community Safety Directorate

SURVEYOR'S DECLARATION

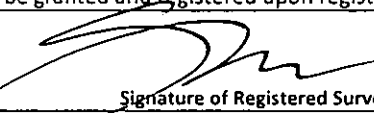
Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2193:74	Lawson / Belconnen	39	2	11291	4602

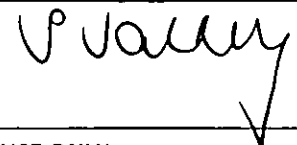
NAME OF MANAGER / OWNERS CORPORATION
Nest 3

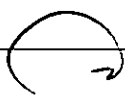
ADDRESS FOR SERVICE OF NOTICE
Vantage Strata, Box 206 Civic Square ACT 2608

SURVEYOR'S DECLARATION	
I,	Scott David McNiven of Unit 12 Torrens Place, Torrens
A surveyor registered under the <i>Surveyors Act 2007</i> , hereby certify that:	
1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) – 25/2/19	
2. The survey is in accordance with the following Acts:	<ul style="list-style-type: none"> • <i>Unit Titles Act 2001</i>; • <i>Land Titles (Unit Titles) Act 1970</i>; • <i>Land Titles Act 1925</i>; and, • any other Regulation made under those Acts and in accordance with the <i>Surveyors Practice Directions</i>.
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)	<ul style="list-style-type: none"> 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.
 Signature of Registered Surveyor	
25/2/19 Dated	

 APPROVED UNDER THE *UNIT TITLES ACT 2001*,

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

 Lyn Tankey Delegate of the Authority / Executive	11 th April 2019 Dated
---	--------------------------------------

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	23 APR 2019
DATA ENTERED BY	TS		

SUE

Form 078



Replaced by following
sheet refer CR
3121221 registered
30/11/2021

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Lawson	39	2	4662

2. APPROVAL UNDER UNIT TITLES ACT 2001

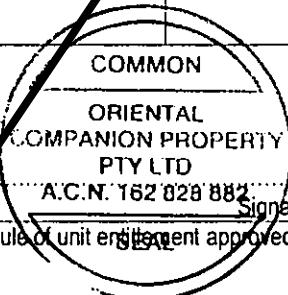
COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	23	2	2406	41
2	23	2	2406	42
3	23	3	2406	43
4	23	2	2406	44
5	23	3	2406	45
6	23	2	2406	46
7	23	2	2406	47
8	23	2	2406	48
9	23	3	2406	49
10	23	2	2406	50
11	23	3	2406	51
12	23	2	2406	52
13	23	2	2406	53
14	23	2	2406	54
15	23	2	2406	55
16	39	2	2406	56
17	39	2	2406	57
18	39	2	2406	58
19	39	2	2406	59
20	39	2	2406	60
21	39	2	2406	61
22	21	2	2406	62

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
2406	40

Zhengmin Pan
Zhengmin Pan
Sole Director



COMMON
ORIENTAL
COMPANION PROPERTY
PTY LTD
A.C.N. 162 028 882

Signature of Lessee

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

Dated Eleventh this day of April 2019

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

Dave Peffer
Dave Peffer
Registrar-General



Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Lawson	39	2	4662

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	23	2	2406	41
2	23	2	2406	42
3	23	3	2406	43
4	23	2	2406	44
5	23	3	2406	45
6	23	2	2406	46
7	23	2	2406	47
8	23	2	2406	48
9	23	3	2406	49
10	23	2	2406	50
11	23	3	2406	51
12	23	2	2406	52
13	23	2	2406	53
14	23	2	2406	54
15	23	2	2406	55
16	39	2	2406	56
17	39	2	2406	57
18	39	2	2406	58
19	39	2	2406	59
20	39	2	2406	60
21	39	2	2406	61
22	21	2	2406	62
23	21	2	2406	63
24	29	2	2406	64
25	29	2	2406	65

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
2406	40

**WENDY DUKE**

ACT Justice of the Peace # 1231

Ewan Ashley Chapman, Body Corporate Manager on behalf of the owners of units plan 4662. Signature of Lessee

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

Dated 29th this day of October 2021

Lyn Tankey

Delegate of the Authority/Executive

David Pryce
Registrar-General



Deputy Registrar-General

Replaced by following
sheet refer CR 3121221
registered 30/11/2021




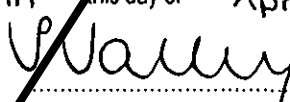


SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Lawson	39	2	4662

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
23	29	2	2406	63
24	29	2	2406	64
25	29	2	2406	65
26	21	2	2406	66
27	21	2	2406	67
28	21	2	2406	68
29	21	2	2406	69
30	21	2	2406	70
31	29	2	2406	71
32	29	2	2406	72
33	29	2	2406	73
34	29	2	2406	74
35	21	2	2406	75
36	21	2	2406	76
37	21	2	2406	77
38	29	2	2406	78
Aggregate	1000	80	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:	
 Zhengmin Pan Sole Director COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 888 Signature of Lessee			Volume	Folio
			2406	40
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Eleventh day of April 2019  Lyn Tankey Delegate of the Authority/Executive			 Dave Peffer Registrar-General  Deputy Registrar-General	

SUE

Form 078



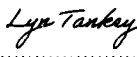



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Lawson	39	2	4662

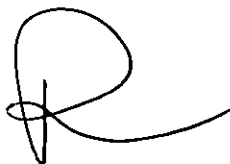
2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2					
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO				
26	29	2	2406	66				
27	29	2	2406	67				
28	21	2	2406	68				
29	21	2	2406	69				
30	21	2	2406	70				
31	21	2	2406	71				
32	21	2	2406	72				
33	29	2	2406	73				
34	29	2	2406	74				
35	29	2	2406	75				
36	29	2	2406	76				
37	21	2	2406	77				
38	21	2	2406	78				
Aggregate			1000	80				
 WENDY DUKE Justice of the Peace # 1231			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:					
Ewan Ashley Chapman, Body Corporate Manager on behalf of the owners of units plan 4662.			<table border="1"> <thead> <tr> <th>Volume</th> <th>Folio</th> </tr> </thead> <tbody> <tr> <td>2406</td> <td>40</td> </tr> </tbody> </table>		Volume	Folio	2406	40
Volume	Folio							
2406	40							
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Pryce Registrar-General					
Dated 29th this day of October 2021  Lyn Tankey Delegate of the Authority/Executive			 Deputy Registrar-General					

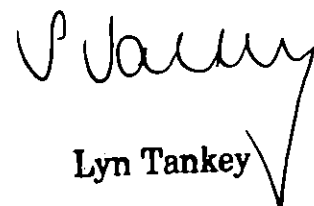
Justice of the Peace (1231) Wendy Patricia Duke Unit 1/50 Ellenborough Street LYNEHAM 2602

Block 2 Section39 Lawson

Unit Plan No	Sheets	Sub 1 (Sheet)	Sub 2 (Sheet)	Sub 3 (Sheet)	Address
1	6,10,14	Yard (10)	Balcony (10)		119 Stockman Avenue
2	6,10,14	Yard (10)	Balcony (10)		117 Stockman Avenue
3	6,10,14	Car Space (6)	Yard (10)	Balcony (10)	115 Stockman Avenue
4	6,10,14	Yard (10)	Balcony (10)		113 Stockman Avenue
5	6,10,14	Car Space (6)	Yard (10)	Balcony (10)	111 Stockman Avenue
6	6,10,14	Yard (10)	Balcony (10)		109 Stockman Avenue
7	6,10,14	Yard (10)	Balcony (10)		107 Stockman Avenue
8	7,11,15	Yard (11)	Balcony (11)		105 Stockman Avenue
9	7,11,15	Car Space (7)	Yard (11)	Balcony (11)	103 Stockman Avenue
10	7,11,15	Yard (11)	Balcony (11)		101 Stockman Avenue
11	7,11,15	Car Space (7)	Yard (11)	Balcony (11)	99 Stockman Avenue
12	7,11,15	Yard (11)	Balcony (11)		97 Stockman Avenue
13	7,11,15	Yard (11)	Balcony (11)		95 Stockman Avenue
14	7,11,15	Yard (11)	Balcony (11)		93 Stockman Avenue
15	7,11,15	Yard (11)	Balcony (11)		91 Stockman Avenue
16	6,12,16	Yard (12)	Balcony (12)		16/4 Toorale Terrace
17	6,12,16	Yard (12)	Balcony (12)		17/4 Toorale Terrace
18	6,12,16	Yard (12)	Balcony (12)		18/4 Toorale Terrace
19	7,13,17	Yard (13)	Balcony (13)		19/4 Toorale Terrace
20	7,13,17	Yard (13)	Balcony (13)		20/4 Toorale Terrace
21	7,13,17	Yard (13)	Balcony (13)		21/4 Toorale Terrace
22	8,12,16	Yard (12)	Yard (12)		30b Narrambla Terrace
23	8,12,16	Yard (12)	Yard (12)		30a Narrambla Terrace
24	8,12,16,18	Yard (12)	Yard (12)		28b Narrambla Terrace
25	8,12,16,18	Yard (12)	Yard (12)		28a Narrambla Terrace
26	8,12,16,18	Yard (12)	Yard (12)		26 Narrambla Terrace
27	8,12,16,18	Yard (12)	Yard (12)		24 Narrambla Terrace
28	8,12,16	Yard (12)	Yard (12)		22 Narrambla Terrace
29	8,12,16	Yard (12)	Yard (12)		20 Narrambla Terrace
30	9,13,17	Yard (13)	Yard (13)		18 Narrambla Terrace
31	9,13,17	Yard (13)	Yard (13)		16 Narrambla Terrace
32	9,13,17	Yard (13)	Yard (13)		14 Narrambla Terrace
33	9,13,17,19	Yard (13)	Yard (13)		12 Narrambla Terrace
34	9,13,17,19	Yard (13)	Yard (13)		10 Narrambla Terrace
35	9,13,17,19	Yard (13)	Yard (13)		8 Narrambla Terrace
36	9,13,17,19	Yard (13)	Yard (13)		6 Narrambla Terrace
37	9,13,17	Yard (13)	Yard (13)		4 Narrambla Terrace
38	9,13,17	Yard (13)	Yard (13)		2 Narrambla Terrace



o Zhengmin Fan
Sole Director

Lyn Tankey

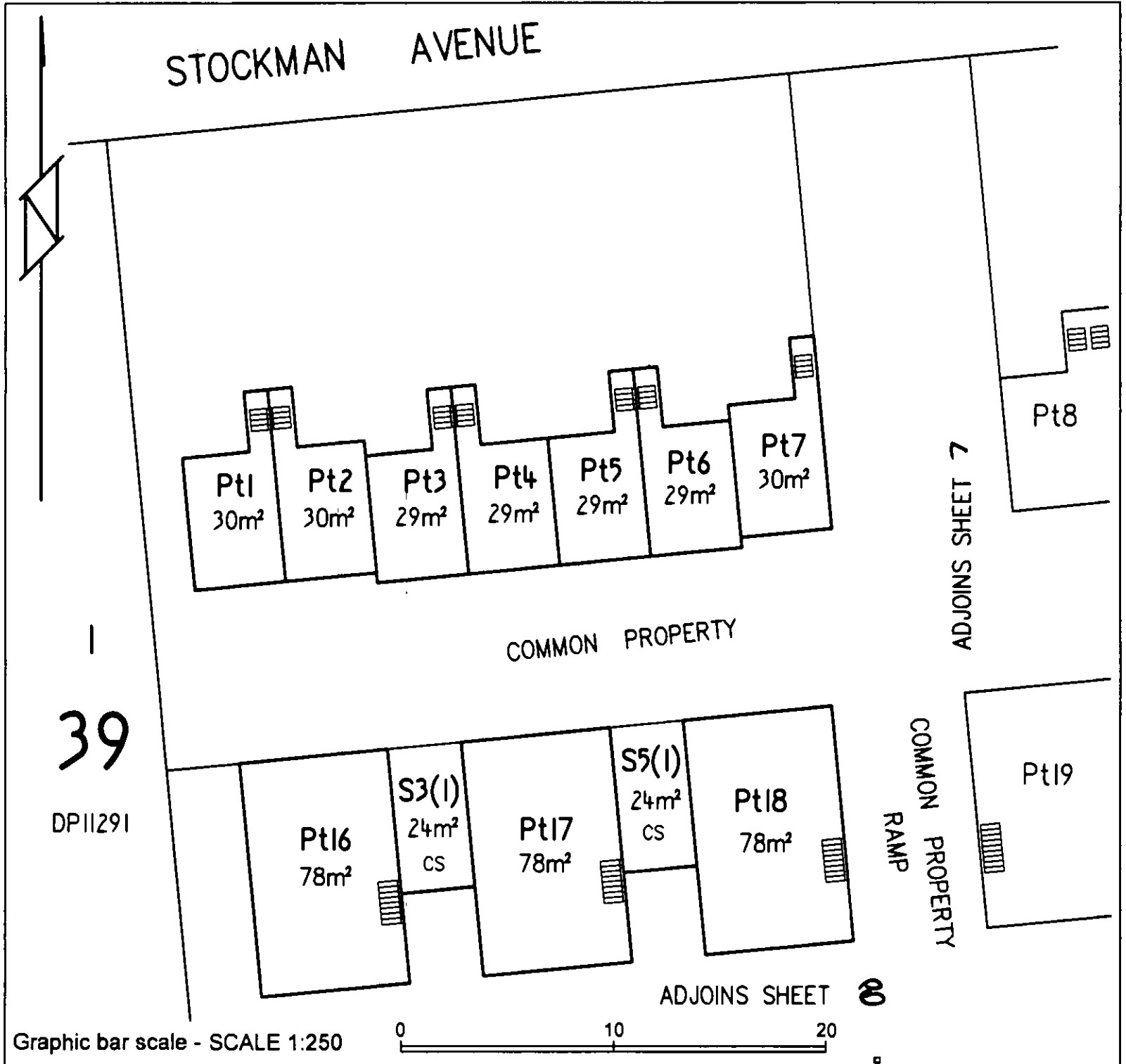
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	Ground
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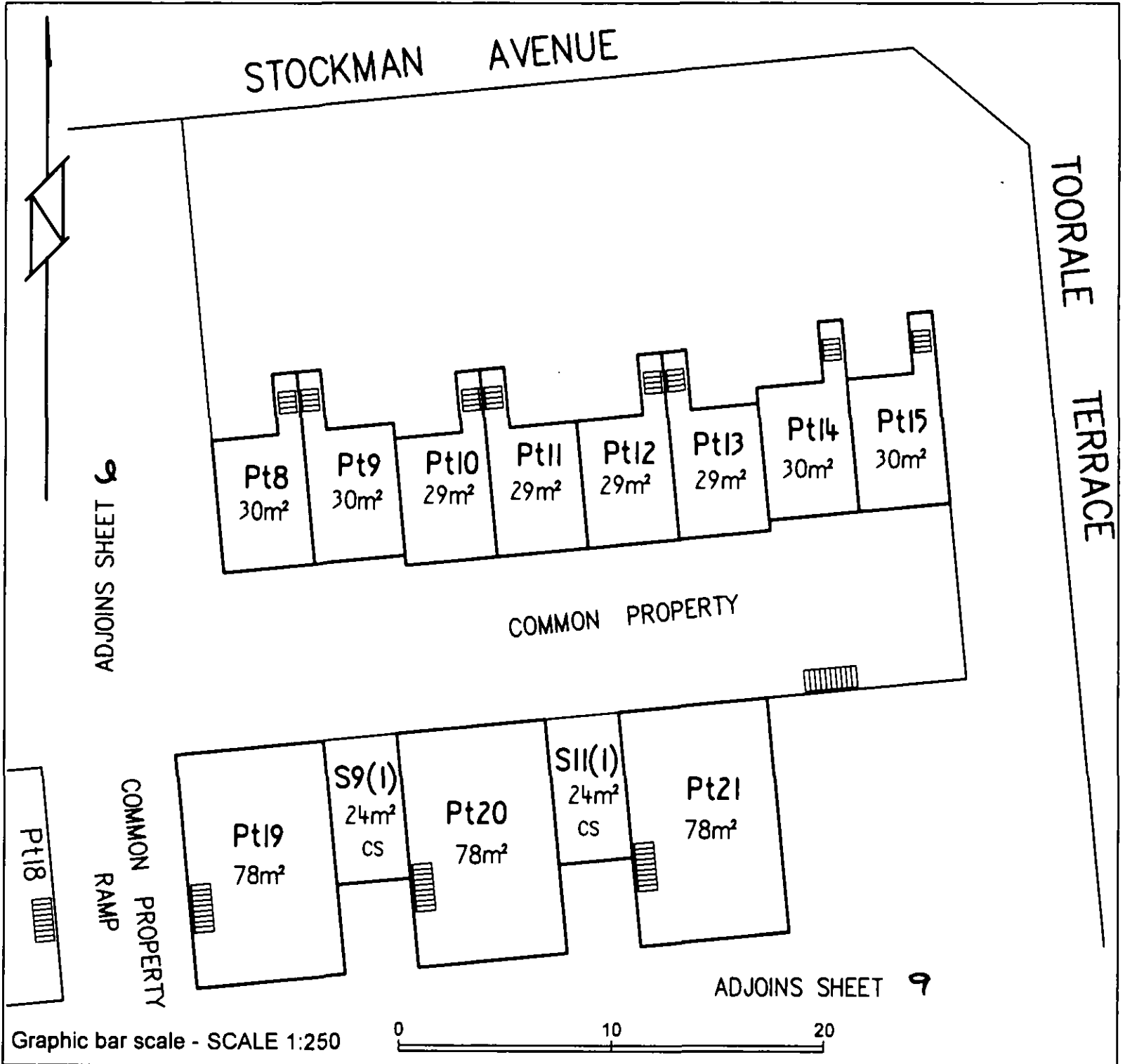
<p><i>Zhengmin Pan</i> Zhengmin Pan Sole Director</p>	<p>COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882 SEAL - Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662
FLOOR NUMBER		Ground	



<p><i>Zhengmin Pan</i> Zhengmin Pan Sole Director</p>	<p>COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882 Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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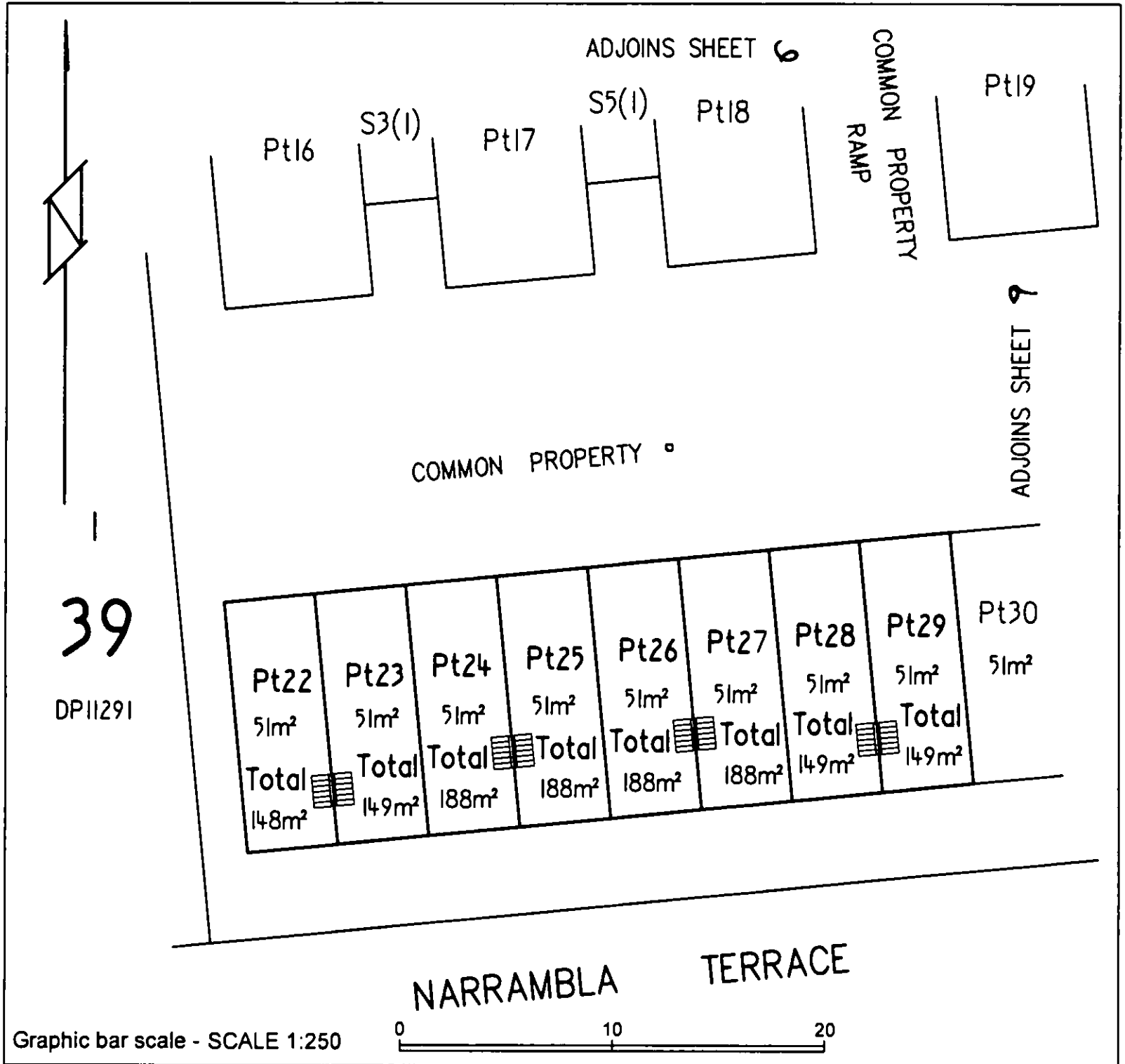
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4602

FLOOR NUMBER	Ground
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<p><i>Zhengmin Pan</i> Zhengmin Pan Sole Director</p>	<p>COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882 SEAL Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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LAND TITLES
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Department of Justice and Community Safety

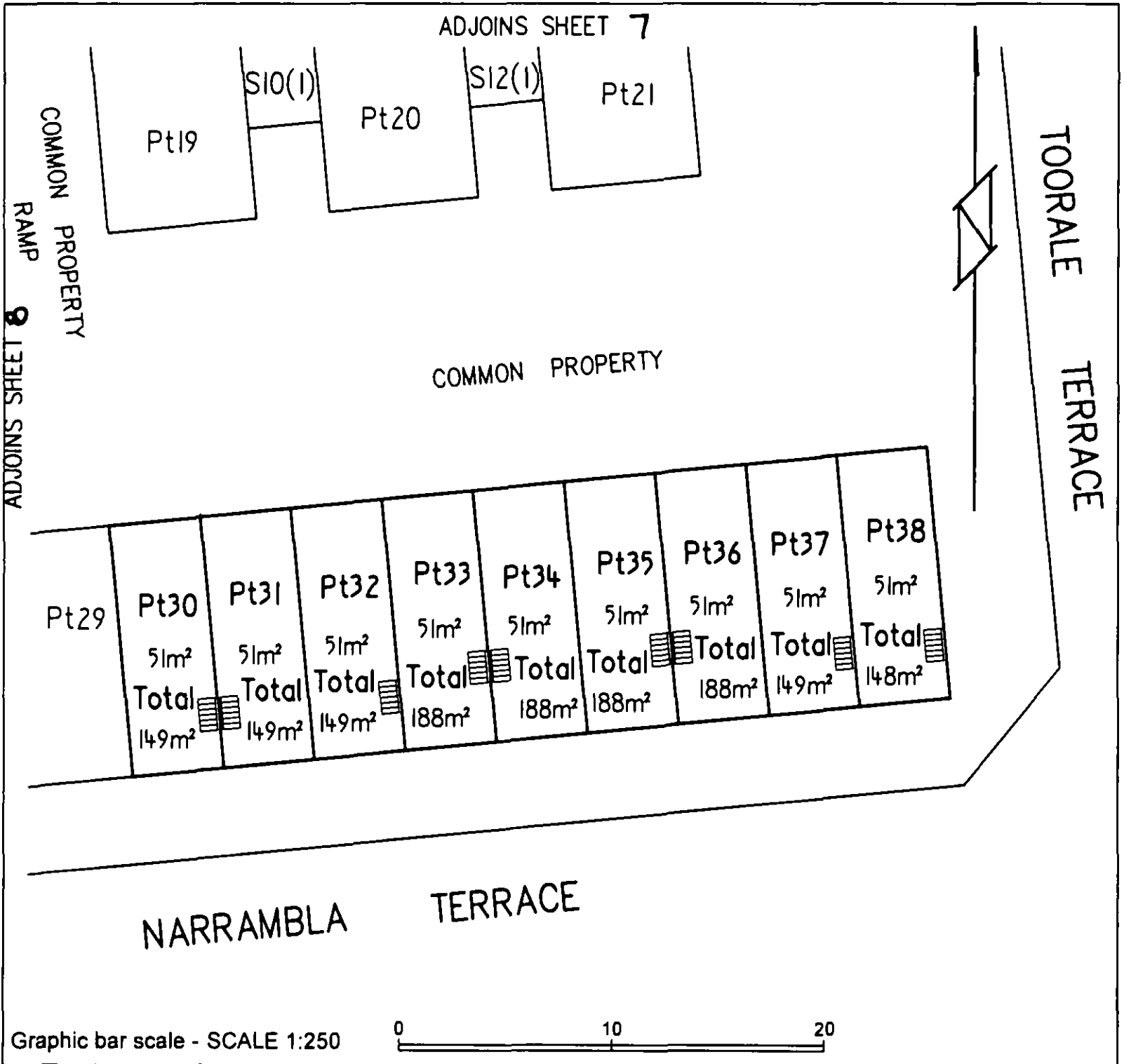
Form 091 - FP


FLOOR PLAN

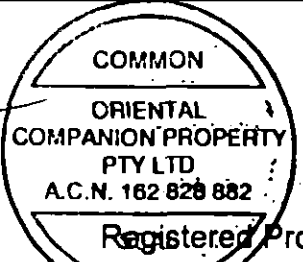
Division	Section	Block
Lawson	39	2

UNITS PLAN No.
4662


FLOOR NUMBER	Ground
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 Zhengmin Pan
 Sole Director



 COMMON
 ORIENTAL
 COMPANION PROPERTY
 PTY LTD
 A.C.N. 162 828 882
 Registered Proprietor


 Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority

LAND TITLES

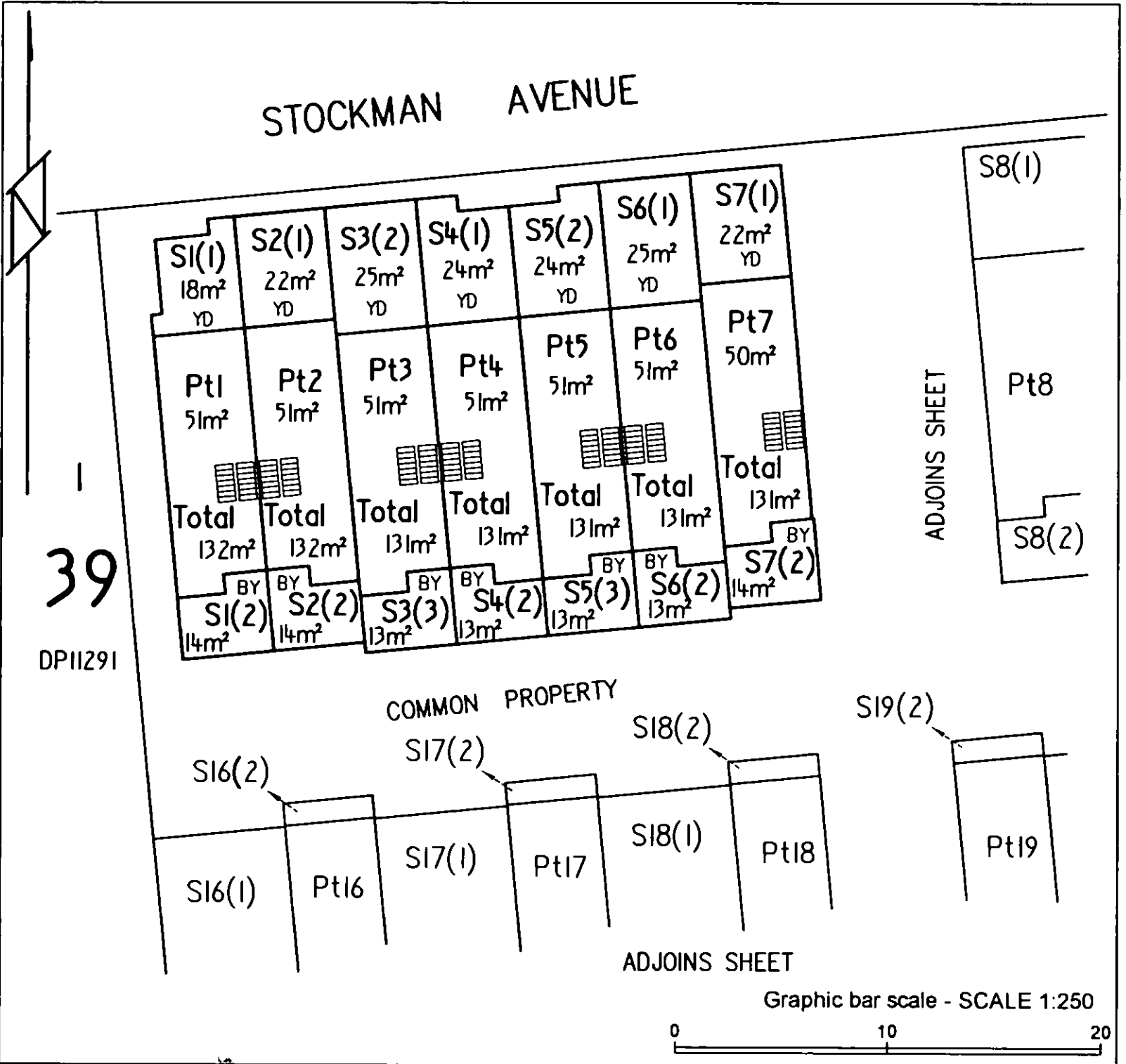
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	First
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Paul Rowand
on behalf of the
owners 4662
P.Ld

Registered Proprietor

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

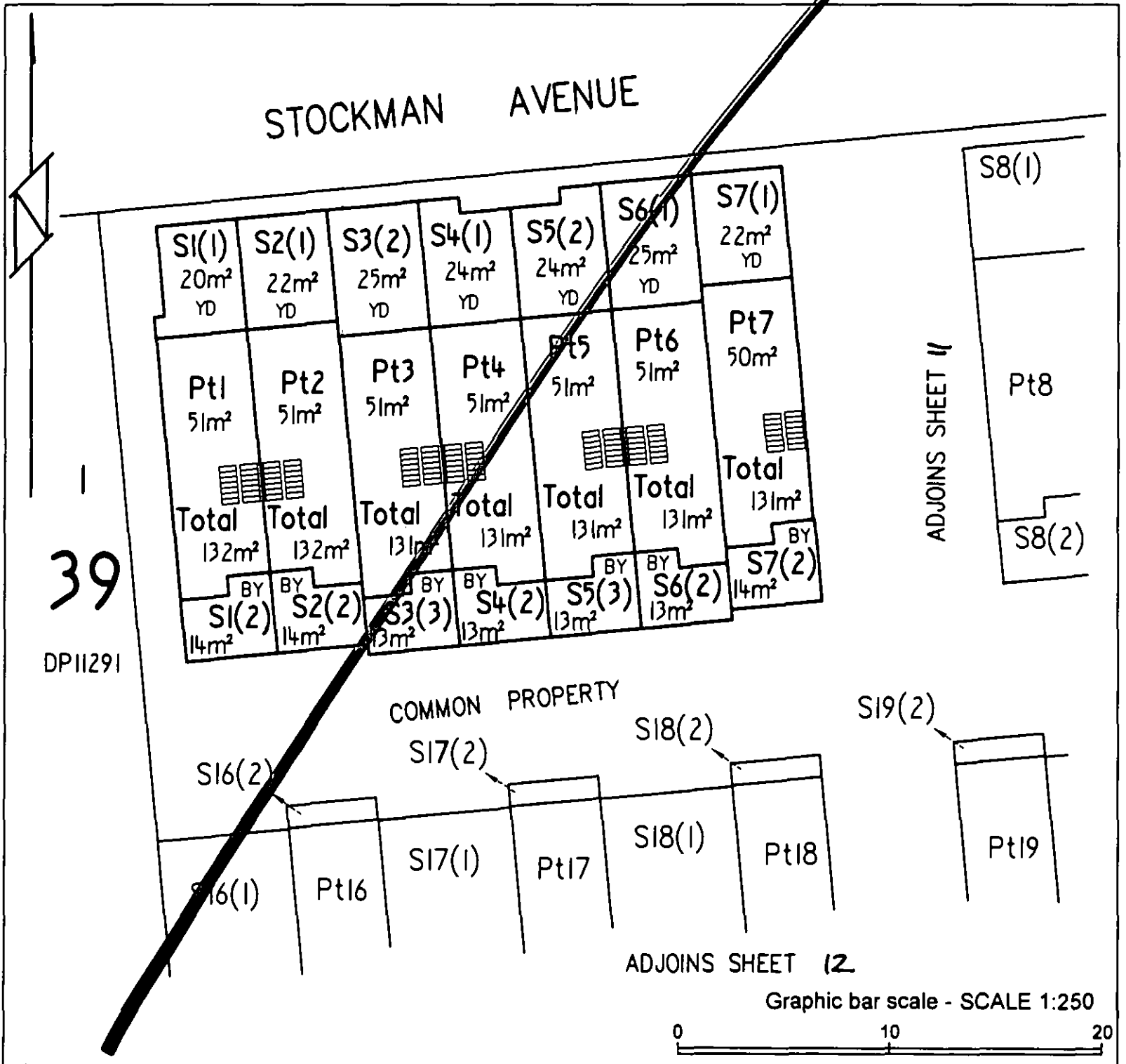
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Department of Justice and Community Safety

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REPLACEMENT SHEET
REFERALUPCR 2226798
REGISTERED
23 JUL 2019

FLOOR PLAN

Division	Section	Block	UNITS PLAN No. 4662
Lawson	39	2	
FLOOR NUMBER		First	



<p><i>Zhengmin Pan</i> Zhengmin Pan Sole Director</p>	<p>COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882 Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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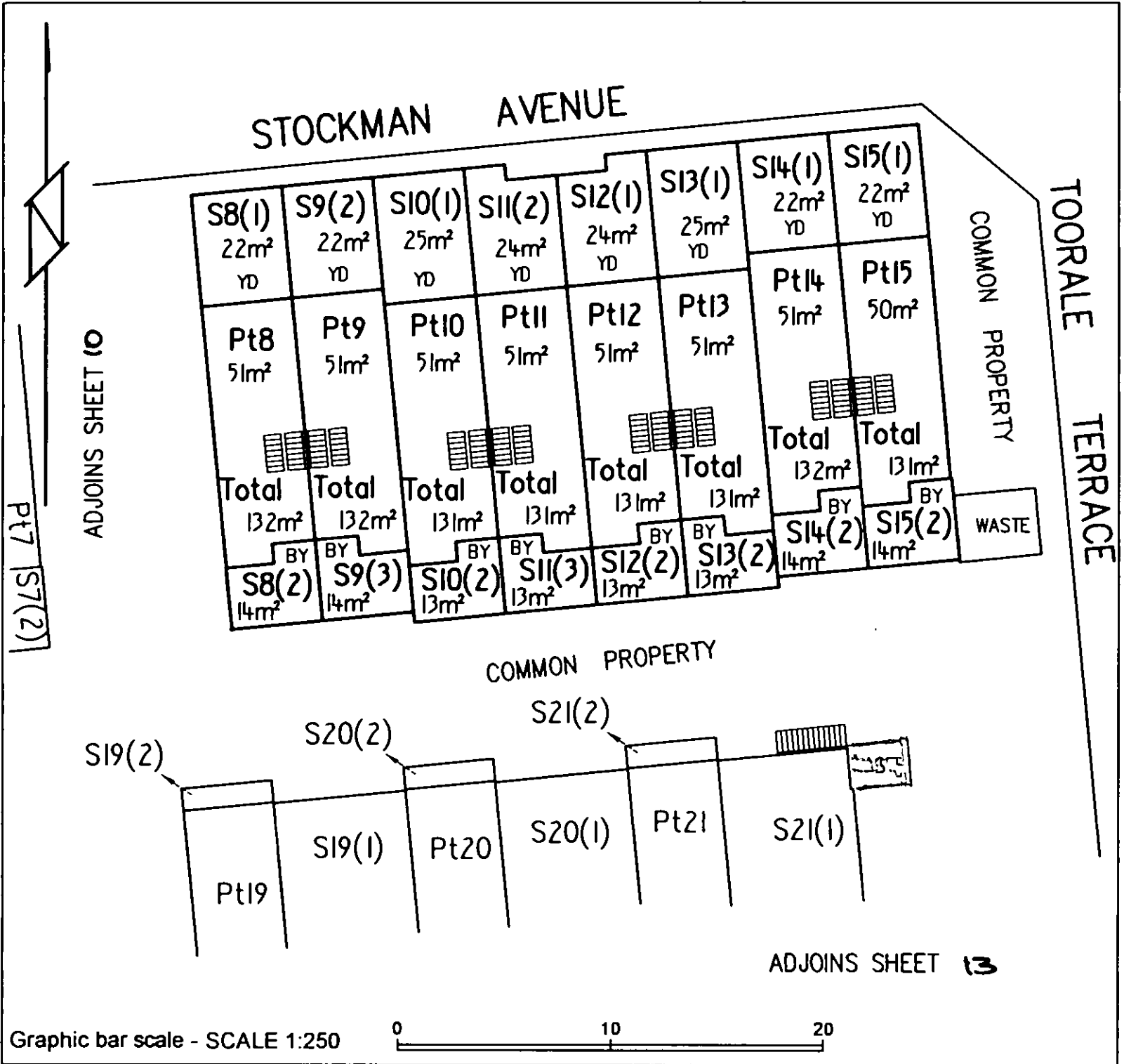
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	First
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Zhengmin Pan
Sole Director

COMMON
ORIENTAL
COMPANION PROPERTY
PTY LTD.
A.C.N. 162 828 882
SEAL Registered Proprietor

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

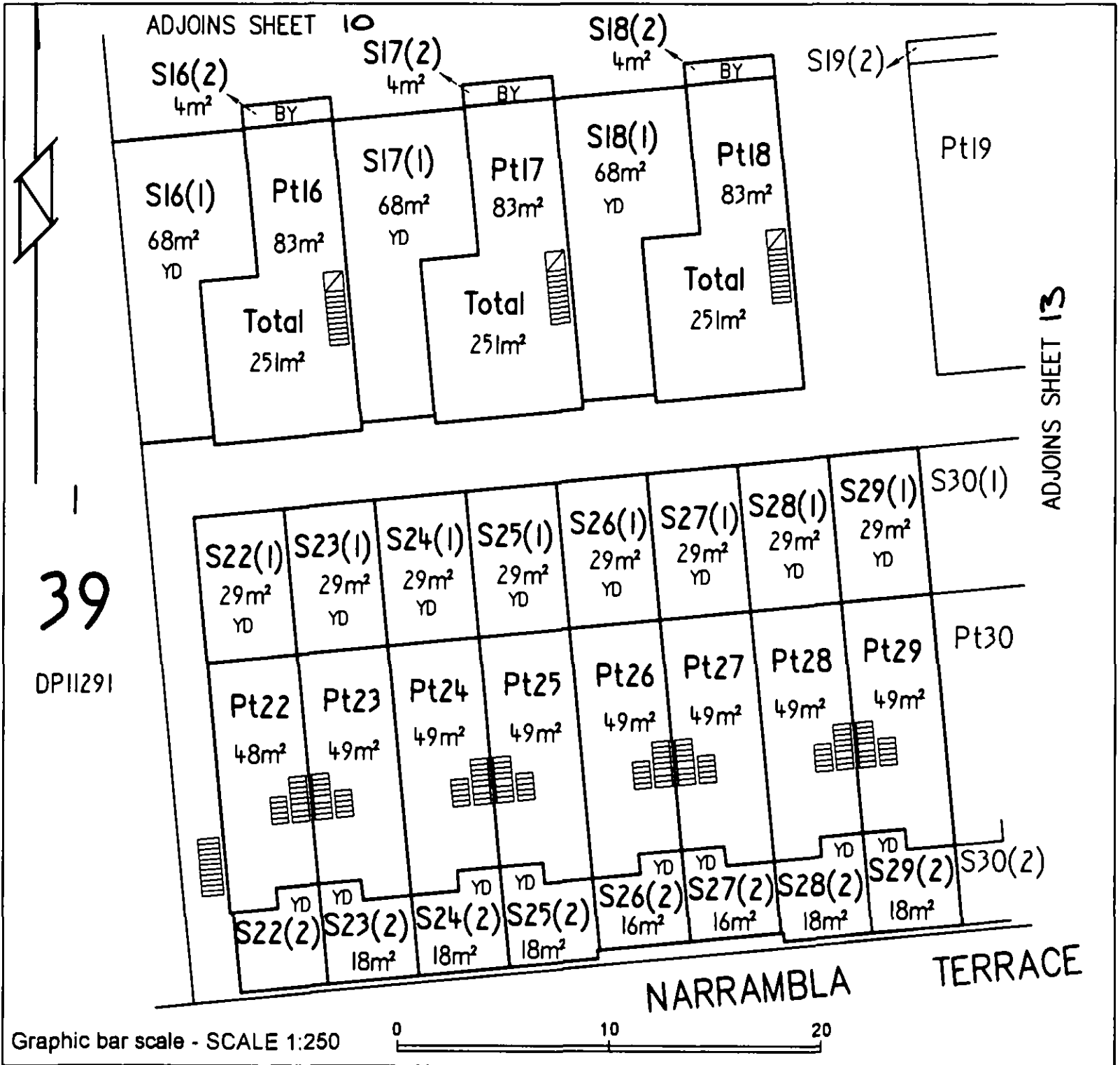
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	First
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<p><i>Zhengmin Fan</i> Sole Director</p>	<p>COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882 Registered Proprietor</p>	<p><i>Lyn Tankey</i> Delegate of the ACT Planning and Land Authority</p>
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LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

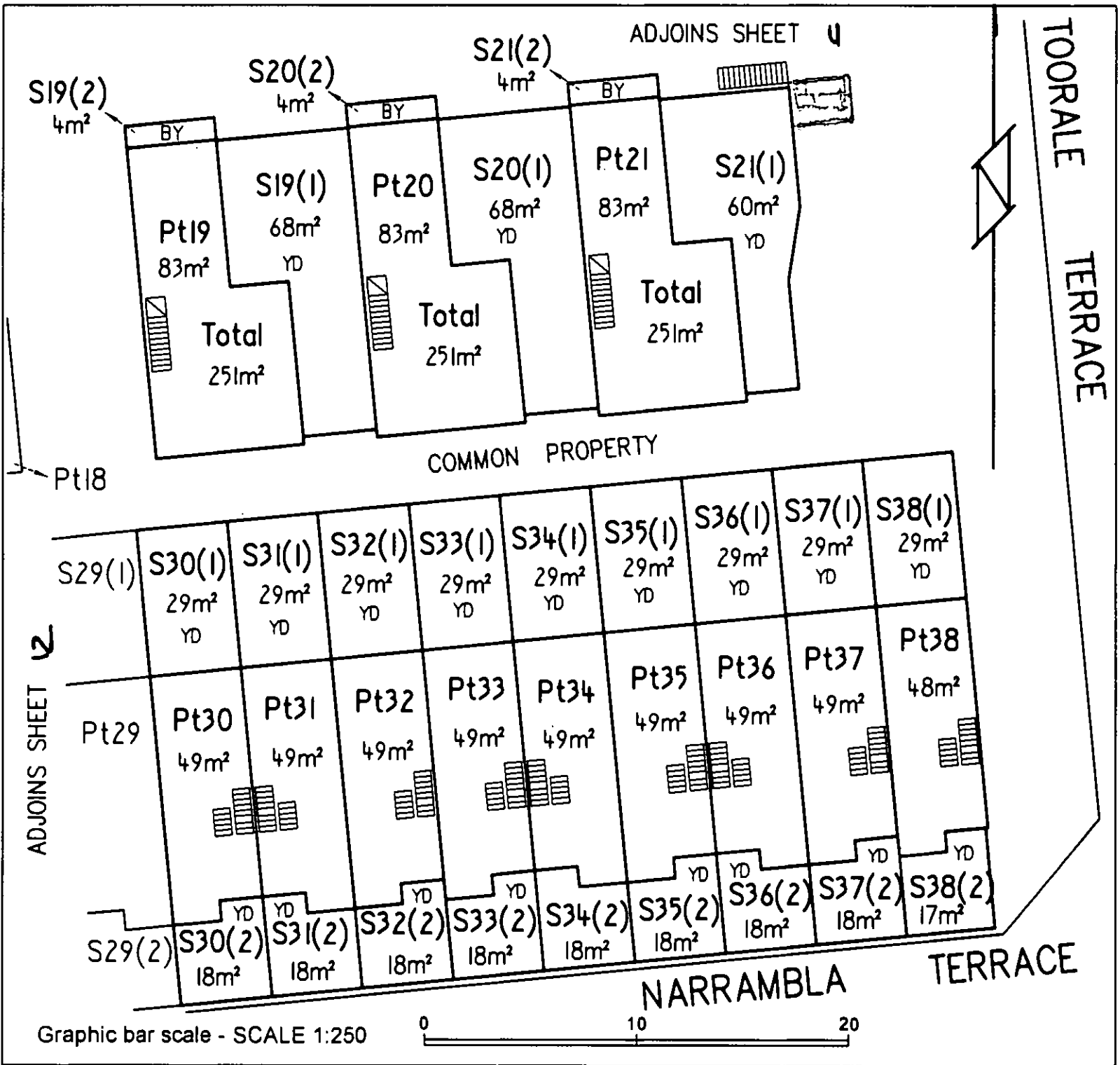
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FLOOR PLAN

Division	Section	Block
Lawson	39	2

UNITS PLAN No.
4662

FLOOR NUMBER	First
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<p><i>Zhengmin Pan</i> Sole Director</p>	<p align="center">COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 628 852 SEAL Registered Proprietor</p>	<p align="center"><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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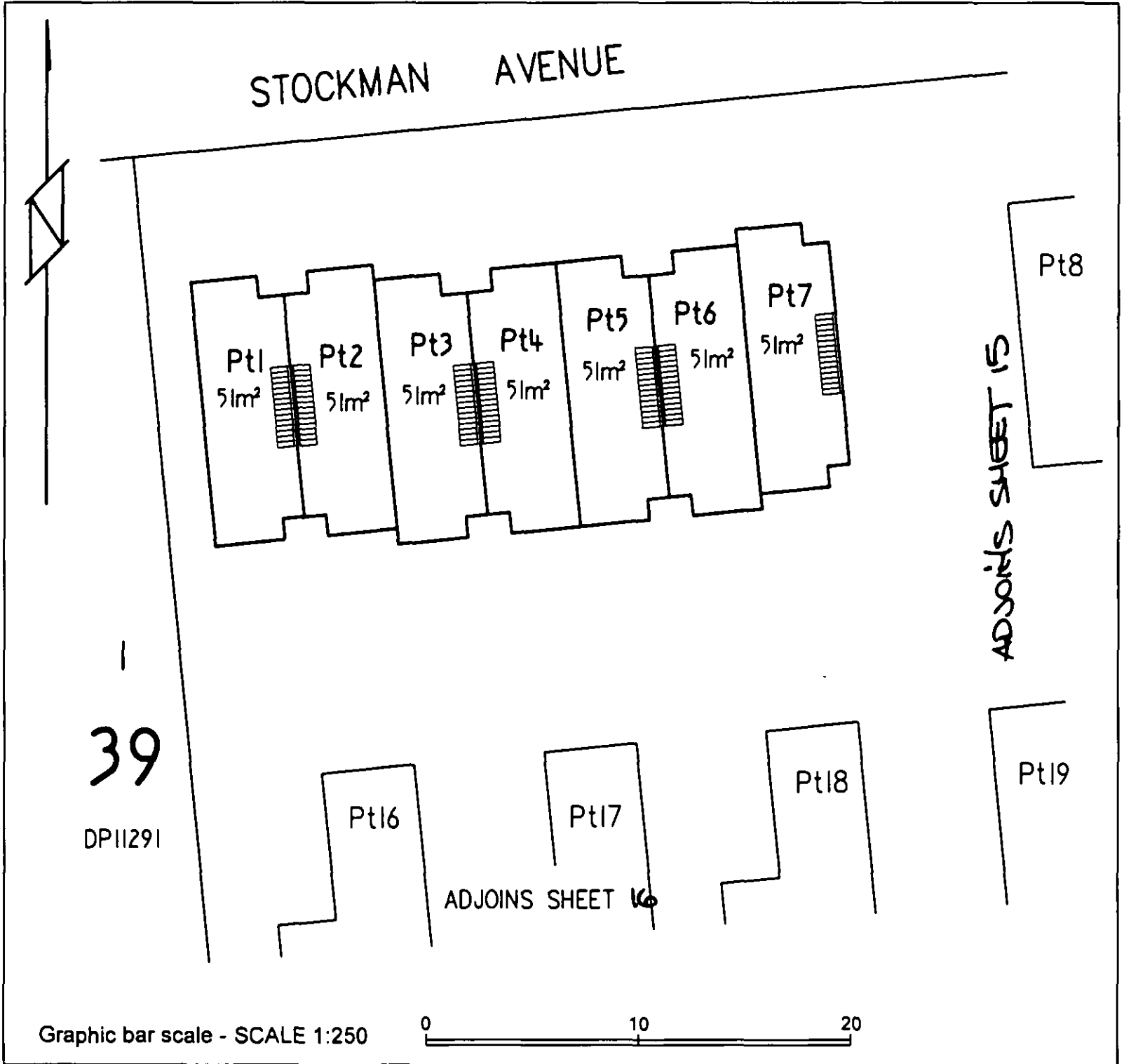
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

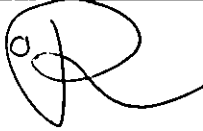
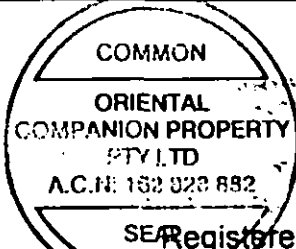

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	Second
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 Zhengmin Pan Sole Director	 <p>COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 152 028 882 SEAL Registered Proprietor</p>	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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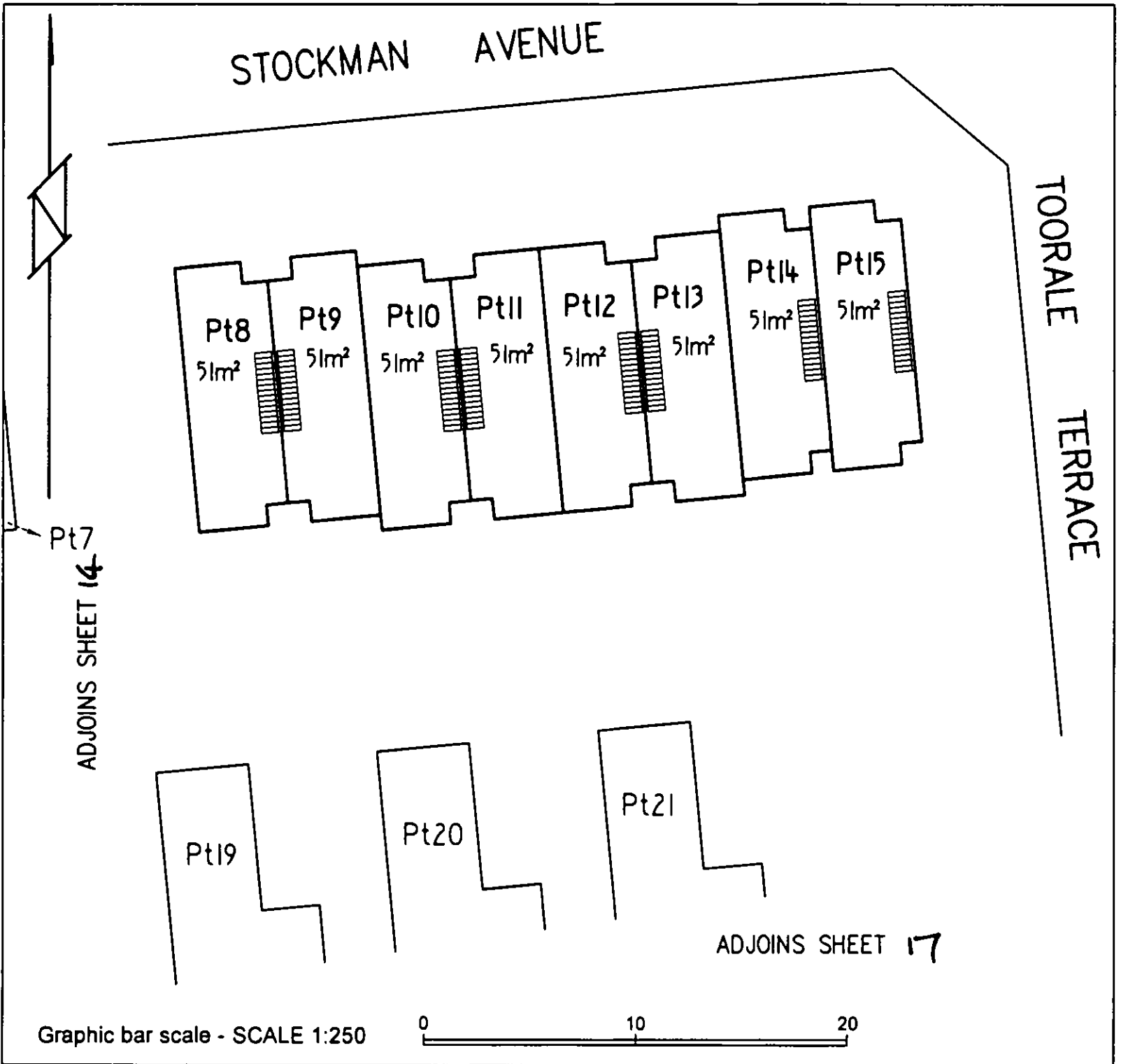
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety


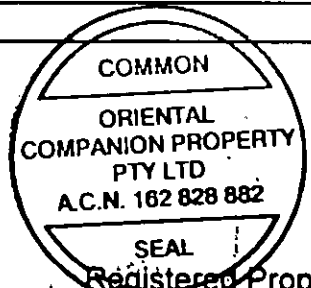

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	Second
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 Zhengmin Pan Sole Director	 COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882 SEAL Registered Proprietor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

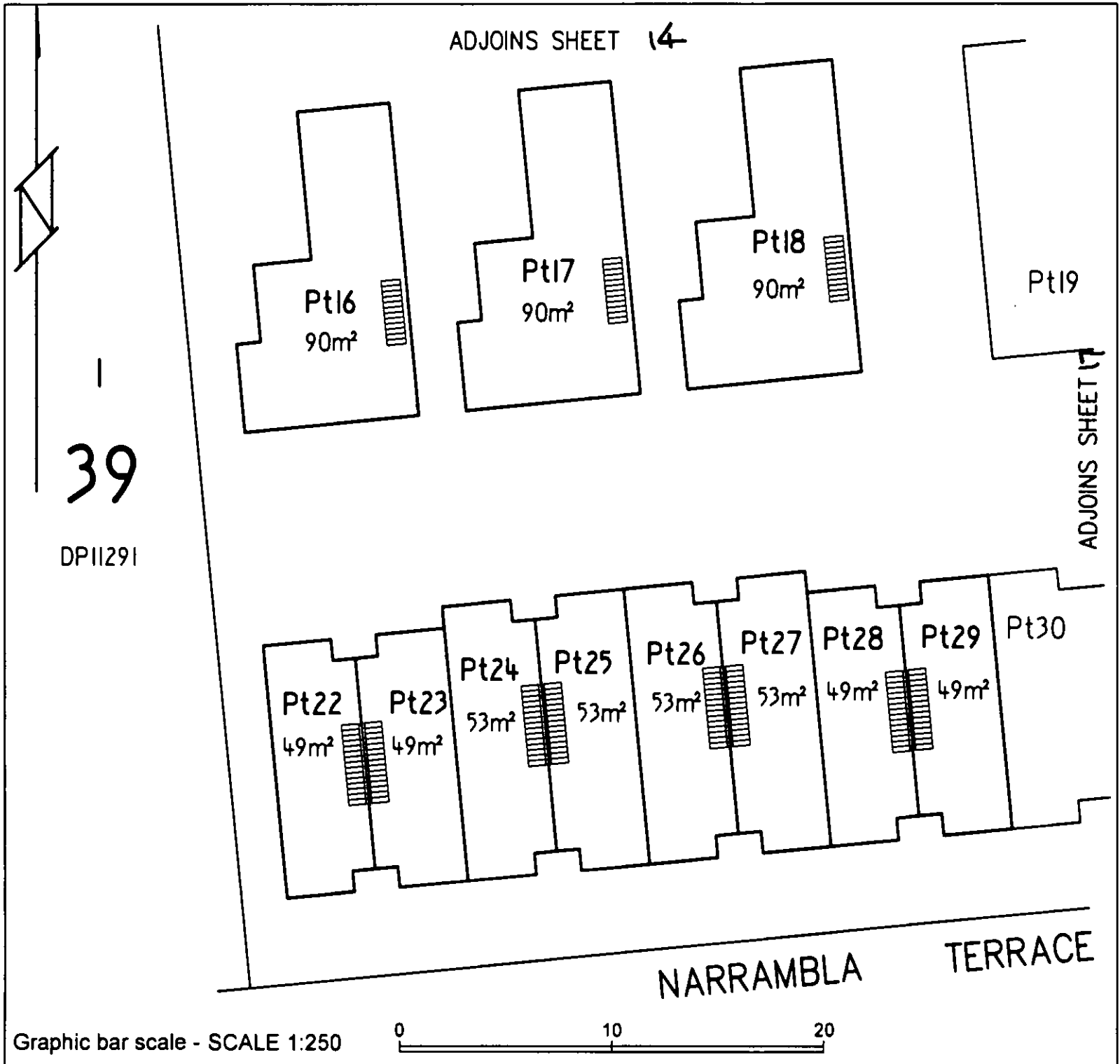
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FLOOR PLAN

Division	Section	Block
Lawson	39	2

UNITS PLAN No.
4662

FLOOR NUMBER	Second
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Zhengmin Pan
Zhengmin Pan
Sole Director

COMMON
ORIENTAL
COMPANION PROPERTY
PTY LTD
A.C.N. 162 828 882
SEAL
Registered Proprietor

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

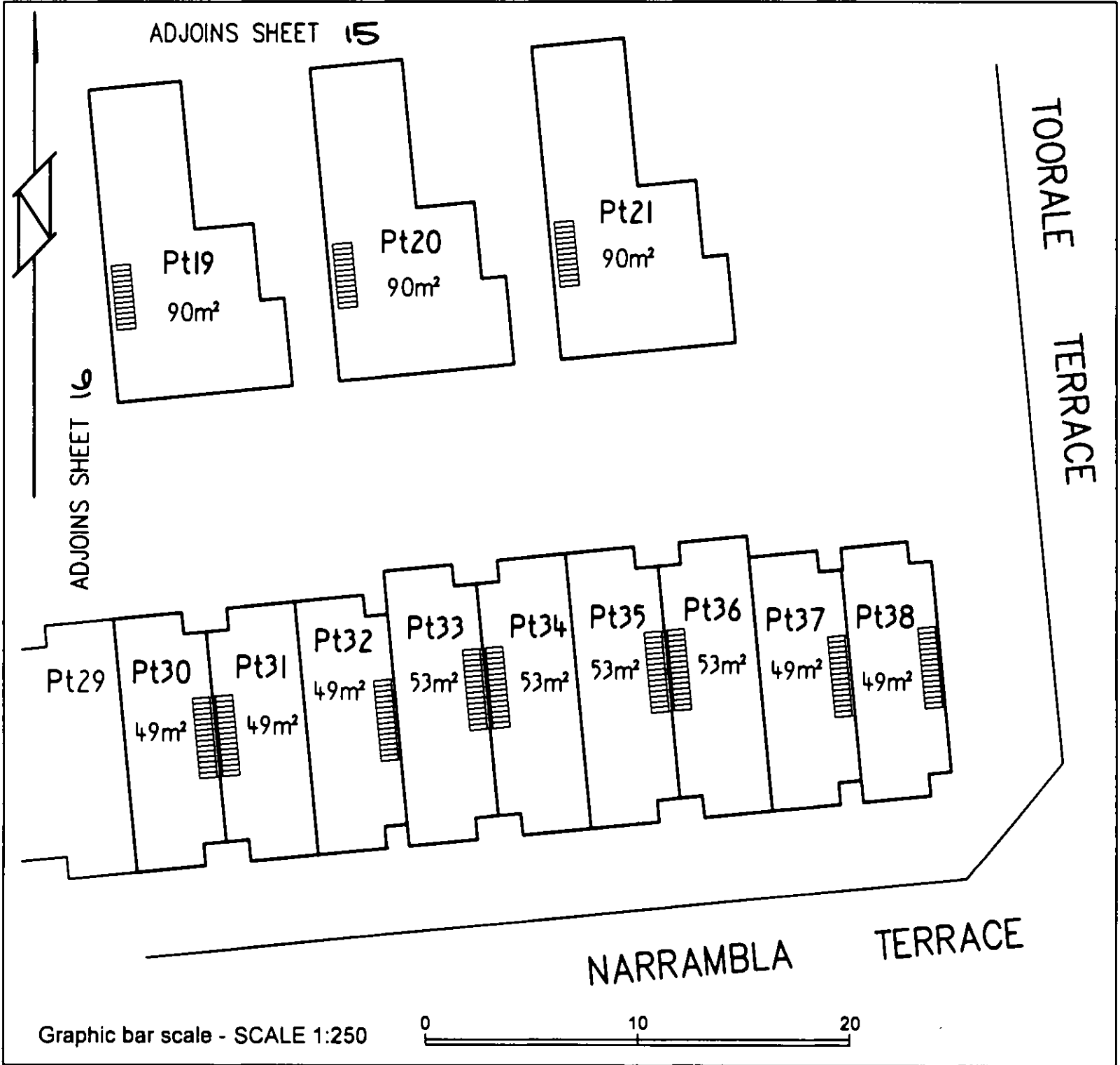
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety



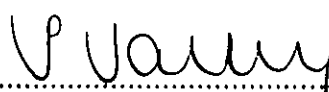
Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	Second
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 Zhengmin Pan Sole Director	 SEAL Registered Proprietor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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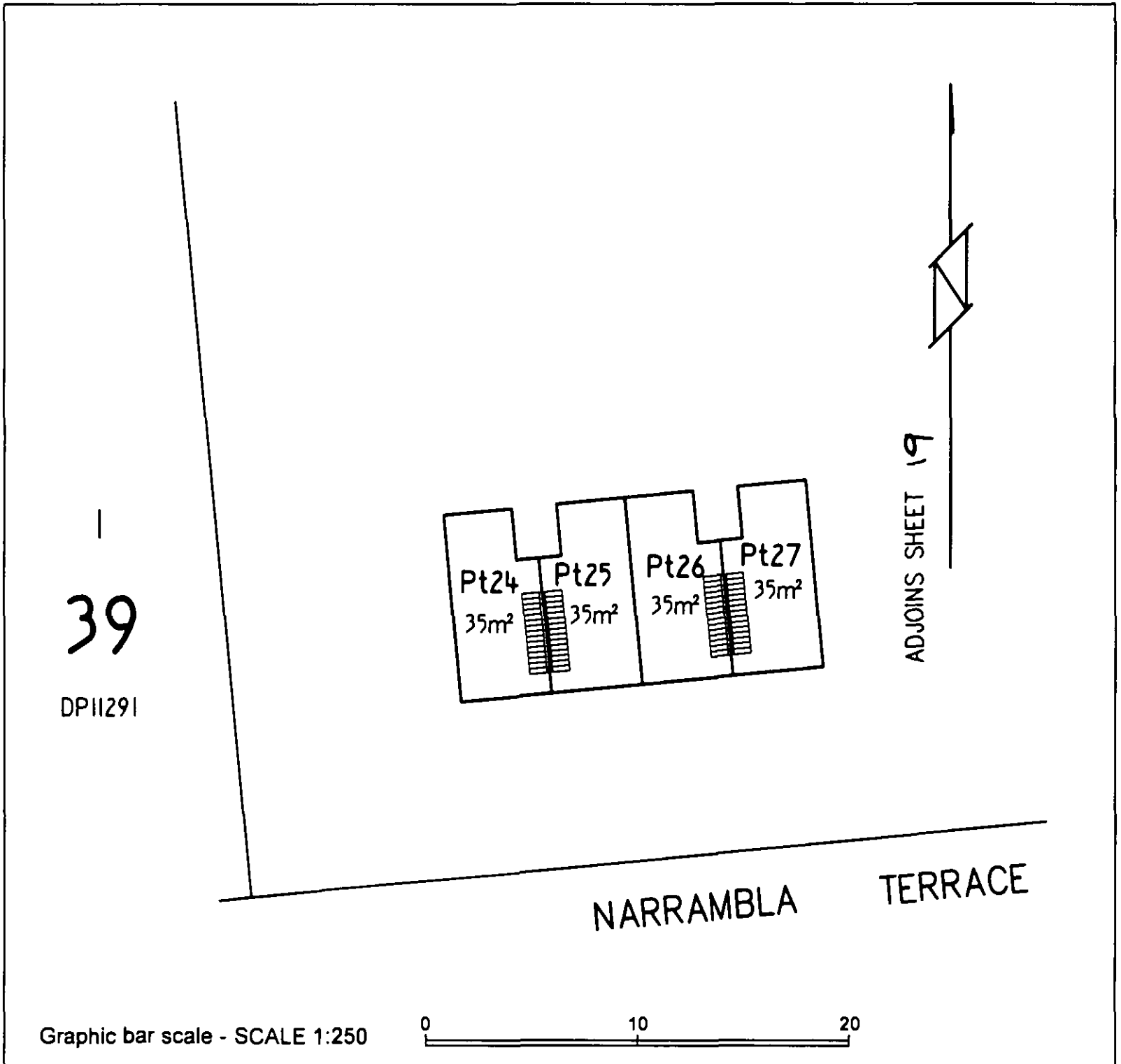
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	Third
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<p><i>Zhengmin Pan</i> Zhengmin Pan Sole Director</p>	<p>COMMON ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 109 228 838 SEAL Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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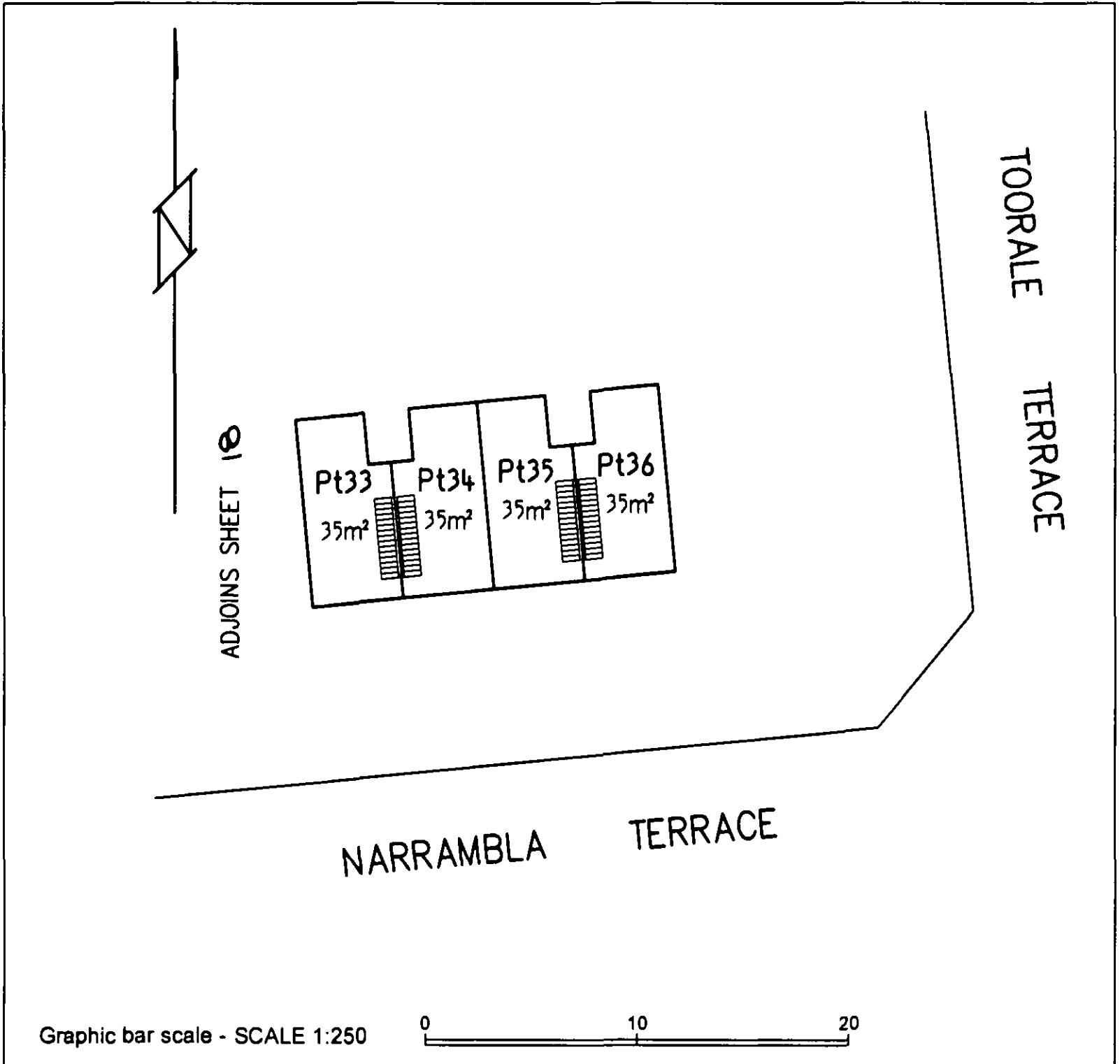
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety


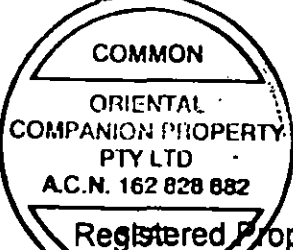
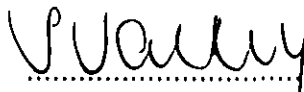
Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	Third
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 Zhengmin Pan Sole Director		 Lyn Tankey Delegate of the ACT Planning and Land Authority
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LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Lawson	39	2	4662

FLOOR NUMBER	Ground
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LEGEND AND SPECIFICATION SHEET

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINE OF WALLS, UNLESS NOTED OTHERWISE


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

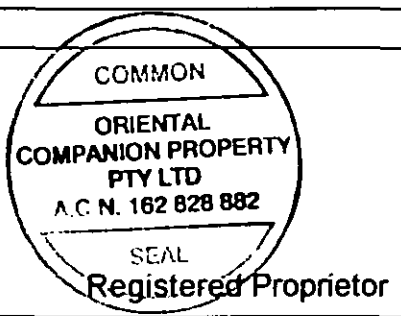
ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY

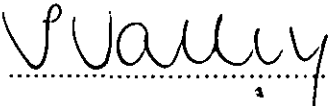
AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE

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
- ST DENOTES STORAGE SHED
- YD DENOTES YARD
- GA DENOTES GARAGE
- BY DENOTES BALCONY
- DENOTES DUCT
- I DENOTES COLUMN
- ⊥ DENOTES RIGHT ANGLE


 Zhengmin Pan
 Sole Director




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

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4462

Block 2 Section 39 Division of LAWSON

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

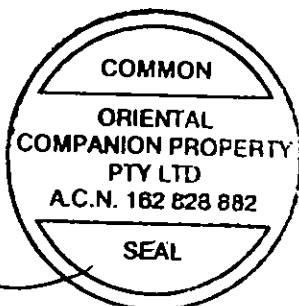
- TERM 1. The term of the lease of each of the units expires on the twenty ninth day of June Two thousand one hundred and fourteen.
- RENT 2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos 1 - 38 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;



Zhengmin Pan
Sole Director



- PURPOSE (c) To use Units 1 to 38 for the purpose of multi-unit housing of not less than twenty two (22) dwellings and not more than thirty nine (39) dwellings AND IN ADDITION the premises may also be used for one or more of the following purposes:
- (i) boarding house;
 - (ii) child care centre;
 - (iii) community activity centre;
 - (iv) guest house;
 - (v) health facility;
 - (vi) residential care accommodation;
 - (vii) retirement village;
 - (viii) special dwelling; and
 - (ix) supportive housing
- UNIT SUBSIDIARY (d) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS (e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (f) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (g) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (h) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority



Zhengmin Pan

x Sole Director

WJ

any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

(i) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

(j) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

(k) 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;

MINERALS AND WATER

(l) 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.

4. The Commonwealth covenants with each of the Lessees of all the units as follows:

QUIET ENJOYMENT

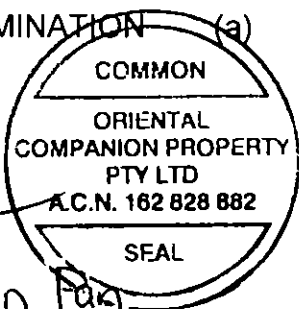
That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

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

TERMINATION

(a) That if:

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or



Zhengmin Pan
* Sale Director

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- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF (b)
RENT

That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c)


That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

NOTICES

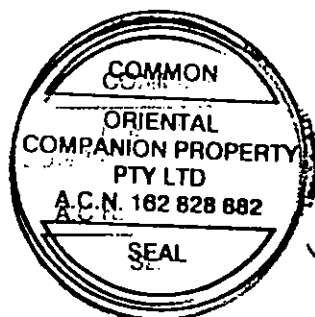
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;



← Zhengmin Pan
Sole Director

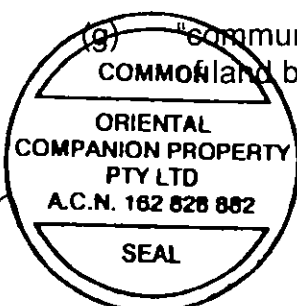


- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

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) "boarding house" means the use of the parcel of land to principally provide long term accommodation where meals, laundry or other services are provided only to those residents of the boarding house, and which is not licensed to sell liquor;
- (c) "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;
- (d) "child care centre" means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (e) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (f) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;

(g) "community activity centre" means the use of the parcel of land by a public authority or a body of persons



x Zhengmin Pan

Site Director

associated for the purpose of providing for the social well being of the community;

(h) "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;

(i) "dwelling":

(i) means a class 1 building, or a self-contained part of a class 2 building, that:

(A) includes the following that are accessible from within the building, or the self-contained part of the building:

(1) not more than 2 kitchens;

(2) at least 1 bath or shower;

(3) at least 1 toilet pan; and

(B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

(ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

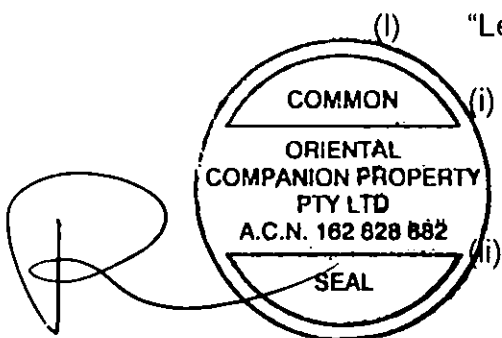
(j) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;

(k) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;

(l) "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



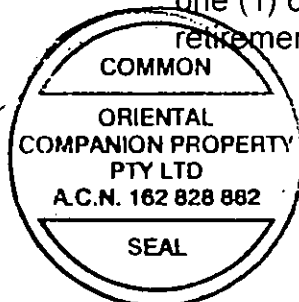
x Zhengmin Pan
Sole Director

WJ

tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

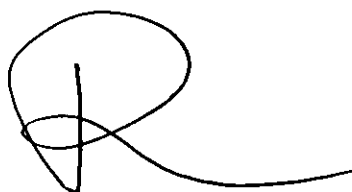
- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (m) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (n) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (o) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (p) "retirement village" means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (q) "retirement village scheme" for a retirement village, means a scheme under which a person may:
 - (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
 - (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;


Zhengmin Fan
Sole Director

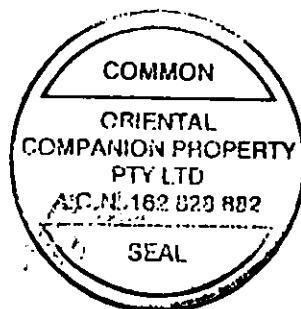




- (r) "special dwelling" means a dwelling used or to be used by a government agency or community organisation receiving government funding or housing assistance, to provide shelter and support for persons with special accommodation needs;
- (s) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (t) "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);
- (u) "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;
- (v) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (w) words in the singular include the plural and vice versa;
- (x) words importing one gender include the other genders;

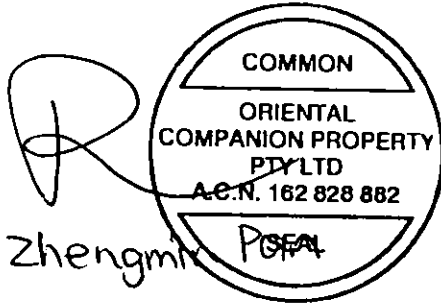


Zhengmin Pan
Sale Director



- (y) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this 11th day of April 2019.



Zhengmin
Sole Director

V Valley

Lyn Tankey

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

~~Lyn Tankey~~

LESSEE: ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4662

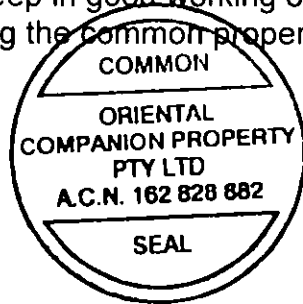
Block 2 Section 39 Division of LAWSON

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 twenty ninth day of June Two thousand one hundred and fourteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 4662 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

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x Zhengmin Pan
Sole Director



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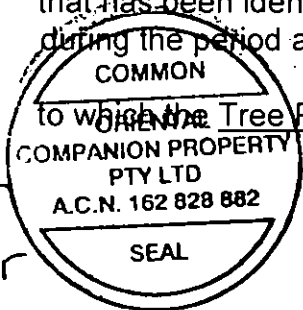
- (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (i) 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 a building; or

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



Zhengmin Pan
Sole Director





- (j) 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.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
5. 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. 4602';
 - (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;


x Zhengmin Pan
Sole Director



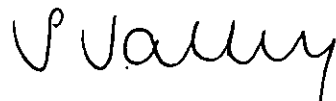


- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic 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 this 11th day of April 2019.




Zhengmin Pan
o Sole Director


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

LESSEE: **ORIENTAL COMPANION PROPERTY PTY LTD A.C.N. 162 828 882**



LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	34	Block	2	Section	39	Suburb	LAWSON
-------------	-----------	--------------	----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|--------------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 80933 | | Dated: 10-APR-19 |
| 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 : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 7259903 - 192399074

Date: 22-APR-26 12:52:37



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

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 12

INFORMATION ABOUT THE PROPERTY

LAWSON Section 39/Block 2/Unit 34

Building Class: A

Area(m2): 5,610.0
Unimproved Value: \$4,203,000 **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.



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 MITCHELL ACT 2911

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 12

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201731613 **Lodged** 06-JUN-17 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR 39 TWO STOREY & THREE STOREY RESIDENTIAL DEVELOPMENT ;
 Demotion of the existing structure and tree adjacent to the site: Construction of 39 dwellings, comprised of 33 two and three storey town houses and 6 two storey detached houses. Basement and undercroft car parking, signage and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Lawson	39	2-2	

-- Involved Parties -----

Role	Name
Lessee	Oriental Companian Property Pt
Applicant	Canberra Town Planning Pty Ltd
Representor	Nitij Manchanda
Representor	Raja Jakilet
Representor	Sarwoar Jahan
Representor	Wei He

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 12

Application DA201223011 **Lodged** 07-FEB-13 **Type** See Subclass

-- Application Details -----

Description

NONR-ACTEWAGL-PERIMETER FENCE. The replacement and expansion of the existing perimeter fence at the ActewAGL Lawson South electrical substation. The proposal involves the construction of a new intruder resistant fence and security measures to comply with National Guidelines (ENA DOC 015-2006).

-- Site Details -----

District	Division	Section	Block(s)	Unit
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ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 12

Application	DA201223011	Lodged	07-FEB-13	Type	See Subclass
Belconnen		Lawson		5	1-1
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
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22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 12

Application DA201223011 **Lodged** 07-FEB-13 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Land Development Agency
Lessee	Actewagl Distribution
Applicant	Ghd Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approved



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

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 12

Application DA200916325 **Lodged** 01-FEB-10 **Type** See Subclass

-- Application Details -----

Description

Public Works - Upgrade of the existing intersection at Ginninderra Drive & Allawoona Street; to include stub of new road and signalisation of the intersection for new suburb Lawson.

-- Site Details -----

District	Division	Section	Block(s)	Unit
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LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 7 of 12

Application	DA200916325	Lodged	01-FEB-10	Type	See Subclass
Belconnen		Bruce		3	1-1
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



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

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 8 of 12

Application DA200916325 **Lodged** 01-FEB-10 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Land Development Agency
Lessee	Territory And Municipal Servic
Lessee	University Of Canberra
Applicant	Act Procurement Solutions

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 9 of 12

Application DA200916010 **Lodged** 17-NOV-09 **Type** See Subclass

-- Application Details -----

Description

Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

-- Site Details -----

District	Division	Section	Block(s)	Unit
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ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 10 of 12

Application	DA200916010	Lodged	17-NOV-09	Type	See Subclass
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		13	4-4
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3



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

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 11 of 12

Application DA200916010 **Lodged** 17-NOV-09 **Type** See Subclass

-- Involved Parties -----

Role	Name
Lessee	Territory And Municipal Servic
Lessee	Land Development Agency
Applicant	Act Procurement Solutions

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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

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



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

22-APR-2026 12:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 12 of 12

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

Civium Strata

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

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

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Page 1

OWNER LEDGER from 13/03/26 to 05/05/26 All Schedules

U/Plan: 4662
Building Address: 4 Toorale Terrace

Units: 38

Lots: 38

Suburb: LAWSON

State: ACT **Post Code:** 2617

Building Name: The Nest 3

GST?: Yes

ABN: 36463057223

Manager: Shagun Grover

Lot 34	Unit 34	Jason Claud Rose & Adelina La Vita			
Date	Ref	Details	Debit	Credit	Balance
13/03/26		Opening Balance	\$0.00	\$2,185.15	\$2,185.15 CR
13/03/26	150	Standard Levy Contribution Schedule From: 23/10/2025 To: 22/01/2026 Contribution Schedule	\$1,333.70	\$0.00	\$851.45 CR
13/03/26	302	Standard Levy Contribution Schedule From: 23/10/2025 To: 22/01/2026 Special Funds	\$851.45	\$0.00	\$0.00
13/04/26	188	Standard Levy Contribution Schedule From: 23/01/2026 To: 22/04/2026 Contribution Schedule	\$1,333.70	\$0.00	\$1,333.70 DR
13/04/26	340	Standard Levy Contribution Schedule From: 23/01/2026 To: 22/04/2026 Special Funds	\$851.45	\$0.00	\$2,185.15 DR
		Closing Balance	\$4,370.30	\$2,185.15	\$2,185.15 DR
		Interest Due	\$0.00		\$0.00
		Total Balance	\$4,370.30	\$2,185.15	\$2,185.15 DR

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **4662** Lot No. **34** Unit Number. **34**

Unit Owner/Eligible Person: **La Vita (sale)**

InfoTrack actenquiries@infotrack.com.au

1. Committee Details

Jason Kingma
Xavier P H Ireton
Luke Douglas Reimer
Kathy Barker
Glen Howard

Madelin McMahon

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

2. Corporations Manager

The name and contact details of the corporations manager:

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

3. Records

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

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

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **4662** Lot No. **34** Unit Number. **34**

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

Admin Fund \$-131,776.09

Sinking Fund \$177,515.27

Total \$45,739.18

6. Additional Information

6.1. Developer Control Period

Developer control period expiry date: *N/A*

6.2. Details of any borrowings:

See Annexure

6.3. Details of installed sustainability infrastructure:

See Annexure

6.4. Summary of current service contracts:

Civium Holdings Pty Ltd - Managing Agent Agreement - 01/10/2025 - 30/09/2026

6.5. Application for Crown Lease extension:

Nil

6.6. Details of any ongoing Development Approval Conditions:

Nil

6.7. Details of any embedded network:

Is there an embedded network for water*?

Is there an embedded network for electricity*?



Is there an embedded network for telecommunications*?

6.8. Details of any pool or insulation compliance:

Is there a regulated swimming pool*?

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

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

Date: 05/05/2026 The Common Seal of The Owners – Units Plan No 4662	
Was hereunto affixed in The presence of  Signature:	



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

TAX INVOICE

Date: 05/05/2026

UP 4662 - Lot No. 34 Unit Number. 34

Preparation of S119 Certificate & Attachments	
UP 4662 Lot No. 34 Unit Number. 34	\$342.00
Invoice Total	\$342.00
	(Includes \$31.09 GST)

PAID

Civium Strata

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

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Asset Register

4662 The Nest 3 4 Toorale Terrace

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

Nil

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Fund Proposals

4662 The Nest 3 4 Toorale Terrace

Date Determined

Title

Particulars

Nil

Certificate of Currency Flex Complex Strata Insurance

Policy No	FC0006162971
Policy Wording	FLEX COMPLEX STRATA INSURANCE AX 00021025
Insurer(s)	100% CERTAIN UNDERWRITERS AT LLOYD'S LED BY MANAGING AGENT AXIS, SYNDICATE 1686, UNDER BINDER AGREEMENT NO (UMR) B123025FLE1503.
Period of Insurance	31/01/2026 to 31/01/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4662
Situation	4 TOORALE TERRACE LAWSON ACT 2617
Certificate date	04/02/2026

Cover Selected

Sum Insured

Section 1	Insured Property Building Common Area Contents Loss of Rent & Temporary Accommodation (total payable)	\$20,164,725 \$201,647 \$3,024,708
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers Death Total Disablement	\$200,000 \$2,000 per week
Section 4	Fidelity Guarantee	\$100,000
Section 5	Office Bearers' Legal Liability	\$1,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	Not Selected
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses Government Audit Costs Appeal Expenses – common property health & safety breaches Legal Defence Expenses	\$25,000 \$100,000 \$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000

insured event	Benefit
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Notes

Absolute Building Defects exclusion

An additional General Exclusion applies to PDS AX 00021025, as follows:

We will not pay for any loss, Damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

Outstanding defects
NCAT / Legal action

This Policy excludes all loss or Damage caused directly or indirectly from building defects, which includes any and all defects provided by You as part of the request for insurance cover, including Report of Mr Matthew Harriman of Enhanced Building Services dated 19 March 2025, Report of Mr Ross Warner of Engineered Environments dated 6 March 2025, Report of Mr David Wood of Liquid



Hydraulics dated 26 May 2025, Report of Mr Greg Beard dated 21 May 2025, Chambers Russell Lawyers case involving The Owners Units Plan 4662 Corner of Stockman Avenue, Toorale Terrace and Narrambla Terrace, Lawson NEST III and TP Dynamics Pty Ltd (builder) / linked to the Supreme court proceedings dated 12th Dec 2024 and any supplemental issues and any other known defects which have not otherwise been disclosed and any and all pre-existing building defects.

In all other aspects the Policy remains unchanged.

Date Printed

04/02/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording New Flex PDS reference code for the Lloyd's product is: AX 00021025 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Civium Strata

Statement of Financial Affairs

Prepared for Owners of Unit Title 4662

"The Nest 3"

4 Toorale Terrace LAWSON ACT 2617

For the Financial Period 15/09/25 to 05/05/26

Balance Sheet - U/Plan 4662
"THE NEST 3"
4 TOORALE TERRACE, LAWSON, ACT 2617
For the Financial Period 15/09/2025 to 05/05/2026

Consolidated

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
Units Plan 4662	\$163,919.30	\$136,884.12	\$300,803.42
<i>Macquarie Bank BSB: 182-266 Acc No: 263541252</i>			
Accrual - Levy Income	\$193,226.57	\$33,385.00	\$226,611.57
Levies Receivable	\$61,698.82	\$11,319.63	\$73,018.45
GST Clearing	\$10,260.01	\$(4,073.48)	\$6,186.53
	<hr/>		
Total Assets	\$429,104.70	\$177,515.27	\$606,619.97
Liabilities			
Accounts Payable	\$2,023.00	\$0.00	\$2,023.00
Loan From Lannock	\$397,240.39	\$0.00	\$397,240.39
Paid in Advance	\$0.91	\$0.00	\$0.91
Lannock Loan 602431 UP4662	\$84.71	\$0.00	\$84.71
Lannock Loan 603107 UP4662	\$(4,740.62)	\$0.00	\$(4,740.62)
Lannock Loan 603834 UP4662	\$166,272.40	\$0.00	\$166,272.40
	<hr/>		
Total Liabilities	\$560,880.79	\$0.00	\$560,880.79
	<hr/>		
Net Assets	\$(131,776.09)	\$177,515.27	\$45,739.18
Owners Funds			
Opening Balance	\$(156,954.28)	\$120,616.78	\$(36,337.50)
Net Income For The Period	\$25,178.19	\$56,898.49	\$82,076.68
	<hr/>		
Total Owners Funds	\$(131,776.09)	\$177,515.27	\$45,739.18

Income and Expenditure Statement - U/Plan 4662
"THE NEST 3"
4 TOORALE TERRACE, LAWSON, ACT 2617
For the Financial Period 15/09/2025 to 05/05/2026

Consolidated**Administrative Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Debt Recovery Revenue	\$560.00	\$0.00	\$920.00
Interest on Overdues	\$870.28	\$0.00	\$352.36
Levy Income	\$343,749.23	\$126,499.31	\$193,226.57
Other Funds Received	\$65,175.54	\$0.00	\$0.00
Other Income	\$272.73	\$0.00	\$0.00
Status Certificates	\$905.46	\$0.00	\$2,112.74
Total Administrative Fund Income	\$411,533.24	\$126,499.31	\$196,611.67

Expenses

Arrears Recovery Costs	\$600.00	\$0.00	\$0.00
Audit Fees	\$4,200.00	\$3,000.00	\$0.00
Bank Charges (Transaction Fees)	\$33.40	\$220.00	\$749.60
Building Repairs & Maintenance	\$501.25	\$0.00	\$0.00
Civium Disbursements	\$1,370.00	\$1,900.00	\$0.00
Cleaning	\$1,601.60	\$1,818.00	\$1,673.20
Consultant Fees	\$50,220.00	\$0.00	\$116,325.26
Defect Rectification	\$0.00	\$0.00	\$153,626.65
Electrical Repairs & Maintenance	\$2,386.64	\$2,500.00	\$0.00
Electricity - Utility	\$2,086.87	\$3,582.31	\$3,411.72
Gardens & Grounds	\$5,630.50	\$5,330.00	\$5,431.30
General Repairs & Maintenance	\$1,214.01	\$3,000.00	\$5,995.95
Insurance Premiums	\$70,172.15	\$60,000.00	\$53,608.65
Insurance Valuation	\$0.00	\$965.00	\$0.00
Legal expense	\$190,130.30	\$14,000.00	\$0.00
Loan Interest	\$22,720.96	\$0.00	\$0.00
Loan Interest - Cladding	\$0.00	\$0.00	\$3,012.31
Loan Interest - Defect	\$7,762.48	\$0.00	\$0.00
Management Fee	\$18,067.71	\$20,000.00	\$17,675.72
Management Fees - Additional	\$600.00	\$600.00	\$147.28
Plumbing & Drainage	\$390.00	\$1,500.00	\$700.00
Plumbing & Drainage - Repairs	\$715.00	\$1,820.00	\$1,403.00
Security	\$0.00	\$0.00	\$780.00
Sinking Fund Forecast Report	\$0.00	\$714.00	\$0.00
Status Certificate Fees	\$1,207.27	\$0.00	\$1,810.91
Tax Agent Fees - BAS/GST	\$300.00	\$1,200.00	\$1,200.00
Tax Agent Fees - Income Tax	\$200.00	\$550.00	\$550.00

Civium Strata

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Page 4

Income and Expenditure Statement - U/Plan 4662

"THE NEST 3"

4 TOORALE TERRACE, LAWSON, ACT 2617

For the Financial Period 15/09/2025 to 05/05/2026

Consolidated

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Taxation - GST Rounding	\$0.00	\$0.00	\$(0.10)
Waste collection	\$2,668.14	\$3,000.00	\$1,466.79
Water - Utility	\$1,576.77	\$800.00	\$3,647.14
Total Administrative Fund Expenses	\$386,355.05	\$126,499.31	\$373,215.38
Administrative Fund Surplus/Deficit	\$25,178.19	\$0.00	\$(176,603.71)
Opening Balance for the period	\$(156,954.28)	\$0.00	\$0.00
Closing Balance for the period	\$(131,776.09)	\$0.00	\$(176,603.71)

Income and Expenditure Statement - U/Plan 4662
"THE NEST 3"
4 TOORALE TERRACE, LAWSON, ACT 2617
For the Financial Period 15/09/2025 to 05/05/2026

Consolidated

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$211.82	\$0.00	\$188.96
Levy Income	\$71,085.72	\$40,735.89	\$33,384.92
Total Sinking Fund Income	\$71,297.54	\$40,735.89	\$33,573.88
Expenses			
Driveway Maintenance	\$0.00	\$0.00	\$3,333.89
Electrical Replacement/Upgrade	\$3,497.05	\$0.00	\$0.00
Gardens & Grounds	\$10,902.00	\$0.00	\$0.00
Gate Repairs & Maintenance	\$0.00	\$2,062.73	\$0.00
General Repairs & Maintenance	\$0.00	\$0.00	\$267.00
Plumbing & Drainage Works	\$0.00	\$2,213.64	\$0.00
Total Sinking Fund Expenses	\$14,399.05	\$4,276.37	\$3,600.89
Sinking Fund Surplus/Deficit	\$56,898.49	\$36,459.52	\$29,972.99
Opening Balance for the period	\$120,616.78	\$0.00	\$0.00
Closing Balance for the period	\$177,515.27	\$36,459.52	\$29,972.99

Insurance Valuation Report

For
Nest

4 Toorale Street, Lawson
Scheme Number: 4662



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 142125

22 October 2019

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 2412,
Tuggeranong DC ACT 2901

P 1300 309 201

F 1300 369 190

E info@qjagroup.com.au

W www.qjagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

REPORT CONTENTS

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

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **4 Toorale Street, Lawson.**

1.2 Property Address

The property is situated at **4 Toorale Street, Lawson.**

1.3 Description of Building

The property consists of 3 detached blocks of townhouses containing 38 units with garage parking. Common property includes paving, boundary walls, fences and landscaping. The plans provided by the Client indicate that the Property was Registered in 2019.

1.4 Client

The Owners for Nest.

1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: \$18,290,000 (Inc GST)

1.6 Inspector Details

Inspector Number

1005



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the 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 Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

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

2.3 Current Trends

Past years of inflationary trends in the cost of building have shown building cost indices rising generally in line with official CPI figures.

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.

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements including:

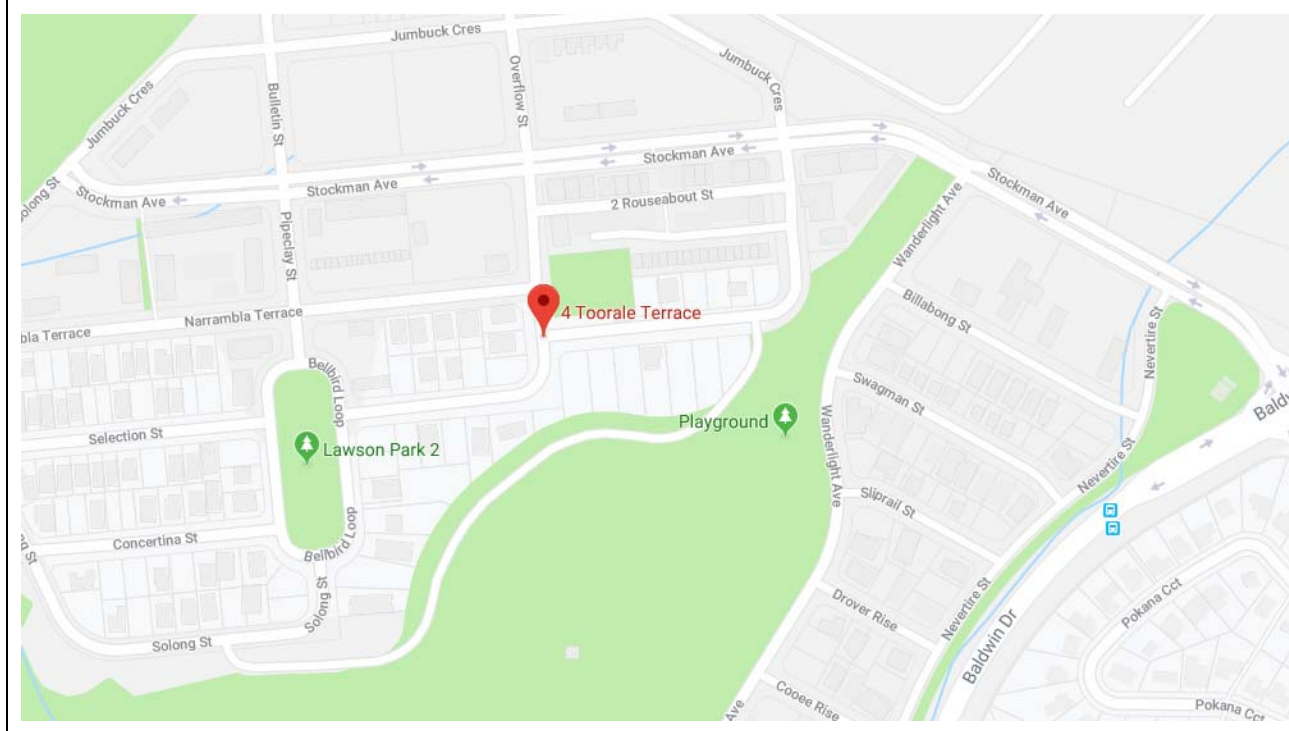
- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$14,685,000
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	9 Months
Calculated at 3% per annum over the relevant period	\$665,000
Progressive Subtotal:	\$15,350,000
Professional Fees:	\$1,690,000
Progressive Subtotal:	\$17,040,000
Demolition and Removal of Debris:	\$735,000
Progressive Subtotal:	\$17,775,000
Cost Escalation for Insurance Policy Lapse Period:	\$515,000
Progressive Subtotal:	\$18,290,000
Reinstatement Cost Assessment Value: (GST)	\$18,290,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access were 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: Concrete and timber framed.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick, cement sheet and weatherboard.

EXTERNAL WALL FINISHES: Rendered brick, cement sheet and weatherboard.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Flat deck.

ROOFING: Powdercoated.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete and pavers.

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 was 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

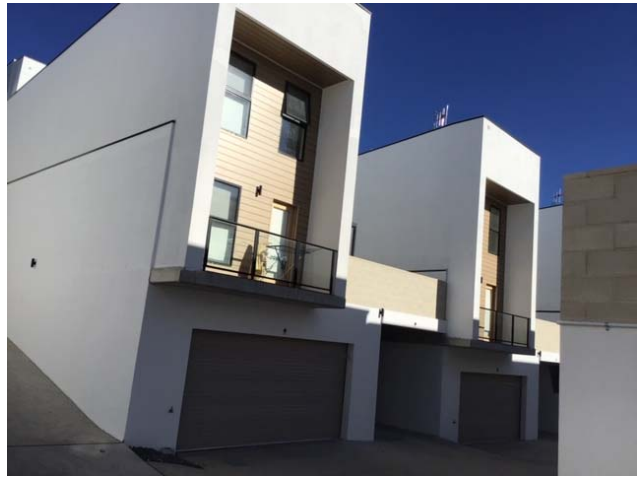
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible 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';
- Any tenancy works and contents;
- 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 specialised equipment or services not visible at the time of inspection;
- 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;
- Any heritage listing that may apply; 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

Nest

4 Toorale Street, Lawson, ACT 2617

Scheme Number: 4662



COMPILED BY VON HARAMINA

**On 21 February 2022 for the
Period Commencing 1 January 2022
QIA Job Reference Number: 169684**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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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

4 Toorale Street, Lawson, ACT 2617

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on February 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

Nest - Plan No 4662 (Class A)

4 Toorale Street, Lawson, ACT 2617

Date of preparation of Initial Maintenance Plan - 21 February 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)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
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										
LANDSCAPING																									
Maintain irrigation system				Routine		Annually		OC	20				X							X					
Service/repair irrigation system controllers				Inspect/Service		Annually		Licensed Contractor	15			X								X					
Replace/refurbish garden mulch				Routine		Annually		OC	As required		X				X						X				
Replace/refurbish pebbles/stones				Routine		Annually		OC	As required		X				X						X				
Maintain/replace paved garden edging				Routine/Safety		Annually		OC	40																X
FIRE PROTECTION SYSTEMS & EVACUATION																									
Maintain/replace fire hydrant valve assemblies & seals				Compliance	AS1851-2012	6 Monthly		Licensed Contractor	30								X								X
ROOF																									
Maintain/replace guttering				Routine		Annually		OC	35												X				X
Maintain metal roof fixings/flashings				Routine		5 yearly		Licensed Contractor	50									X						X	
Maintain/replace downpipes				Routine		Annually		OC	35												X				X
Repair/replace balcony membranes				Routine		Annually		OC	Ad Hoc									X			X				X
Inspection Types																									
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

Nest

4 Toorale Street, Lawson, ACT 2617

Scheme Number: 4662



COMPILED BY SIMON VINCENT

**On 10 June 2019 for the
15 Years Commencing: 1 July 2019
QIA Job Reference Number: 142126**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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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	- 14 -
ITEMISED ACCRUALS BY YEAR.....	- 16 -
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

4 Toorale Street, Lawson, ACT 2617

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:	1000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$13.30

METHODOLOGY

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

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report.
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.

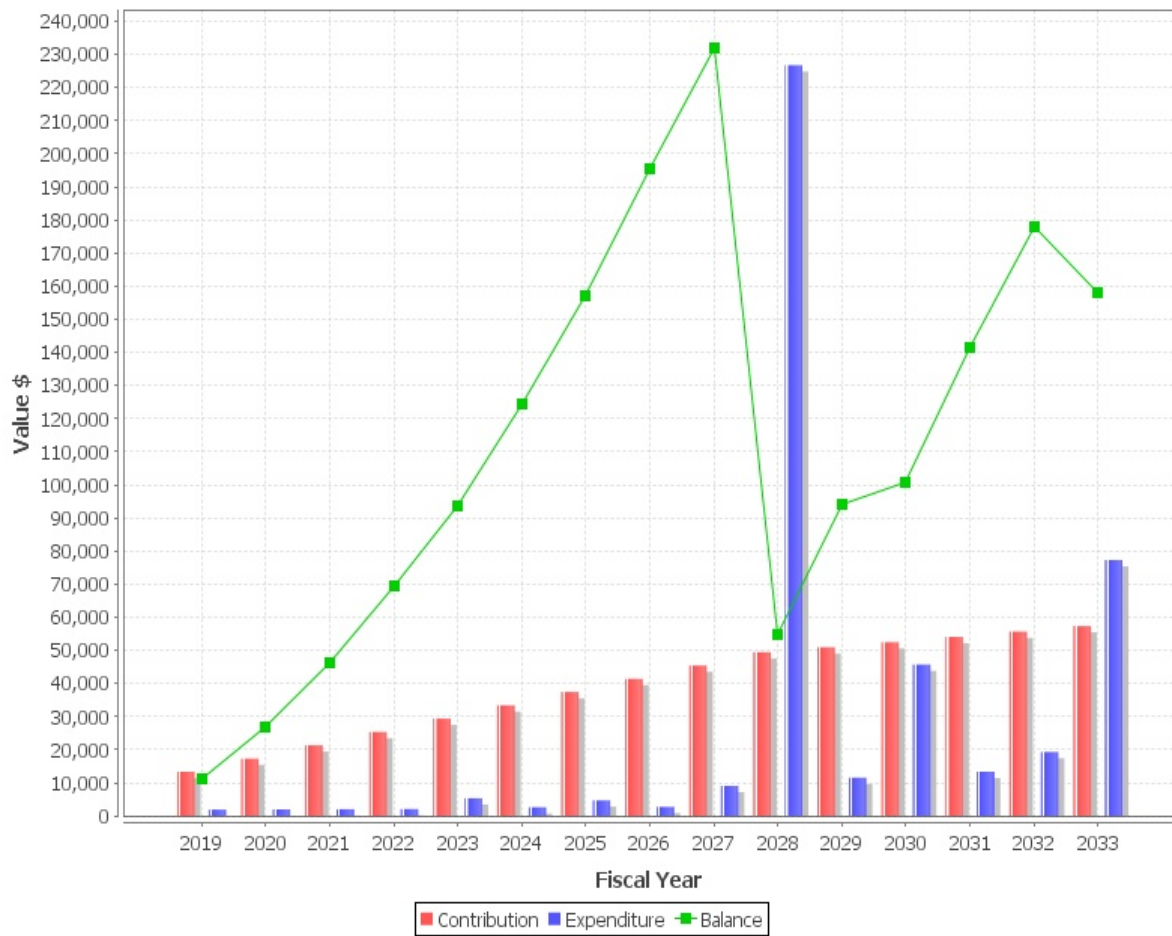
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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.

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	01/07/2019	\$0	\$13,300	\$13.30	\$1,900	\$11,400
2	01/07/2020	\$11,400	\$17,317	\$17.32	\$1,957	\$26,760
3	01/07/2021	\$26,760	\$21,334	\$21.33	\$2,016	\$46,078
4	01/07/2022	\$46,078	\$25,351	\$25.35	\$2,076	\$69,353
5	01/07/2023	\$69,353	\$29,368	\$29.37	\$5,327	\$93,394
6	01/07/2024	\$93,394	\$33,385	\$33.38	\$2,584	\$124,196
7	01/07/2025	\$124,196	\$37,402	\$37.40	\$4,704	\$156,894
8	01/07/2026	\$156,894	\$41,419	\$41.42	\$2,741	\$195,572
9	01/07/2027	\$195,572	\$45,436	\$45.44	\$9,051	\$231,957
10	01/07/2028	\$231,957	\$49,453	\$49.45	\$226,724	\$54,687
11	01/07/2029	\$54,687	\$50,937	\$50.94	\$11,562	\$94,062
12	01/07/2030	\$94,062	\$52,465	\$52.46	\$45,725	\$100,802
13	01/07/2031	\$100,802	\$54,039	\$54.04	\$13,337	\$141,504
14	01/07/2032	\$141,504	\$55,660	\$55.66	\$19,308	\$177,855
15	01/07/2033	\$177,855	\$57,330	\$57.33	\$77,268	\$157,916

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

July 2019	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,900
<u>Total Forecast Expenditure for year - July 2019 (Inc GST):</u>	<u>\$1,900</u>
Includes GST amount of :	\$173
July 2020	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,957
<u>Total Forecast Expenditure for year - July 2020 (Inc GST):</u>	<u>\$1,957</u>
Includes GST amount of :	\$178
July 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,016
<u>Total Forecast Expenditure for year - July 2021 (Inc GST):</u>	<u>\$2,016</u>
Includes GST amount of :	\$183
July 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,076
<u>Total Forecast Expenditure for year - July 2022 (Inc GST):</u>	<u>\$2,076</u>
Includes GST amount of :	\$189
July 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,139

LANDSCAPING

- Landscaping allowance \$3,188

Total Forecast Expenditure for year - July 2023 (Inc GST): \$5,327

Includes GST amount of : \$484

July 2024

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$2,203

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$381

Total Forecast Expenditure for year - July 2024 (Inc GST): \$2,584

Includes GST amount of : \$235

July 2025

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$2,269

LANDSCAPING

- Provision to replace irrigation pump/controller \$2,435

Total Forecast Expenditure for year - July 2025 (Inc GST): \$4,704

Includes GST amount of : \$428

July 2026

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$2,337

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$404

Total Forecast Expenditure for year - July 2026 (Inc GST): \$2,741

Includes GST amount of : \$249

July 2027		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$344
- Capital Replacement - General		\$2,407
FURNITURE & FITTINGS		
- Provision to upgrade intercom systems & associated equipment in 13 years 33% of total		\$6,299
<u>Total Forecast Expenditure for year - July 2027 (Inc GST):</u>		<u>\$9,051</u>
Includes GST amount of :		\$823
July 2028		Expense Inc GST
SUPERSTRUCTURE		
- Repaint buildings		\$152,561
- Repaint patio ceilings		\$4,435
- Scaffold/access equip allowance		\$40,653
- Repaint door face		\$5,618
- Capital Replacement - General		\$2,479
DRIVEWAY		
- Repaint carport walls		\$13,305
FENCING		
- Repaint boundary wall/fence		\$3,548
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$429
LANDSCAPING		
- Landscaping allowance		\$3,696
<u>Total Forecast Expenditure for year - July 2028 (Inc GST):</u>		<u>\$226,724</u>
Includes GST amount of :		\$20,611

July 2029		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$365
- Capital Replacement - General		\$2,553
FURNITURE & FITTINGS		
- Provision to replace mail boxes in 25 years 33% of total		\$1,960
- Provision to upgrade intercom systems & associated equipment in 13 years 33% of total		\$6,683
<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>		<u>\$11,562</u>
Includes GST amount of :		\$1,051
July 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,630
EXTERNAL WORKS		
- Maintain common pipework		\$2,823
FENCING		
- Provision to replace timber fencing in 20 years 33% of total		\$1,863
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$455
ROOF		
- Maintain metal roof fixings/flashings		\$7,842
- Provision for partial balcony membrane replacement 20% of total		\$30,112
<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>		<u>\$45,725</u>
Includes GST amount of :		\$4,157

July 2031		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$388
- Capital Replacement - General		\$2,709
FENCING		
- Provision to replace metal baluster fencing in 25 years 25% of total		\$3,150
FURNITURE & FITTINGS		
- Provision to upgrade intercom systems & associated equipment in 13 years 33% of total		\$7,090
<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>		<u>\$13,337</u>
Includes GST amount of :		\$1,212
July 2032		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,790
DRIVEWAY		
- Maintain driveway 3% of total		\$10,295
EXTERNAL WORKS		
- Ongoing partial maintenance of pathways 5% of total		\$2,745
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$483
LANDSCAPING		
- Provision to replace irrigation pump/controller		\$2,995
<u>Total Forecast Expenditure for year - July 2032 (Inc GST):</u>		<u>\$19,308</u>
Includes GST amount of :		\$1,755

July 2033	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade fixings	\$411
- Capital Replacement - General	\$2,874
DRIVEWAY	
- Provision to replace individual garage doors in 35 years 20% of total	\$19,537
EXTERNAL WORKS	
- Provision to replace bin enclosure roller doors in 25 years 33% of total	\$1,697
FENCING	
- Provision to replace colorbond fencing in 35 years 20% of total	\$2,673
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture in 20 years 50% of total	\$1,714
LANDSCAPING	
- Landscaping allowance	\$4,284
ROOF	
- Provision to replace guttering in 30 years 25% of total	\$4,233
- Provision to replace down pipes in 30 years 25% of total	\$6,941
- Provision for partial balcony membrane replacement 20% of total	\$32,904
<u>Total Forecast Expenditure for year - July 2033 (Inc GST):</u>	<u>\$77,268</u>
Includes GST amount of :	\$7,024

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint buildings	\$103,200	2028	10										152561					
- Repaint patio ceilings	\$3,000	2028	10										4435					
- Scaffold/access equip allowance	\$27,500	2028	10										40653					
- Repaint door face	\$3,800	2028	10										5618					
- Provision to replace balustrade fixings	\$240	2027	2									344		365		388		411
- Capital Replacement - General	\$1,677	2019	0	1900	1957	2016	2076	2139	2203	2269	2337	2407	2479	2553	2630	2709	2790	2874
DRIVEWAY																		
- Maintain driveway 3% of total	\$6,188	2032	4														10295	
- Provision to replace individual garage doors in 35 years 20% of total	\$11,400	2033	5															19537
- Repaint carport walls	\$9,000	2028	10										13305					
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2030	4												2823			
- Ongoing partial maintenance of pathways 5% of total	\$1,650	2032	4														2745	
- Provision to replace bin enclosure roller doors in 25 years 33% of total	\$990	2033	5															1697
FENCING																		
- Provision to replace colorbond fencing in 35 years 20% of total	\$1,560	2033	5															2673
- Provision to replace metal baluster fencing in 25 years 25% of total	\$1,950	2031	4													3150		
- Provision to replace timber fencing in 20 years 33% of total	\$1,188	2030	4												1863			
- Repaint boundary wall/fence	\$2,400	2028	10										3548					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture in 20 years 50% of total	\$1,000	2033	5															1714
- Provision to replace mail boxes in 25 years 33% of total	\$1,287	2029	7											1960				
- Ongoing partial replacement of exterior lighting	\$290	2024	2						381		404		429		455		483	
- Provision to upgrade intercom systems & associated equipment in 13 years 33% of total	\$4,389	2027	2									6299		6683		7090		
LANDSCAPING																		
- Landscaping allowance	\$2,500	2023	5					3188					3696					4284
- Provision to replace irrigation pump/controller	\$1,800	2025	7							2435							2995	
ROOF																		
- Provision to replace guttering in 30 years 25% of total	\$2,470	2033	5															4233
- Maintain metal roof fixings/flashings	\$5,000	2030	5												7842			
- Provision to replace down pipes in 30 years 25% of total	\$4,050	2033	5															6941
- Provision for partial balcony membrane replacement 20% of total	\$19,200	2030	3												30112			32904
Total				1900	1957	2016	2076	5327	2584	4704	2741	9051	226724	11562	45725	13337	19308	77268
Includes GST amount of				173	178	183	189	484	235	428	249	823	20611	1051	4157	1212	1755	7024

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint buildings	\$103,200	2028	10	13308	27015	41134	55676	70654	86081	101972	118339	135197	152561	17506	35537	54109	73238	92941
- Repaint patio ceilings	\$3,000	2028	10	387	785	1196	1619	2054	2502	2964	3440	3930	4435	509	1033	1573	2129	2702
- Scaffold/access equip allowance	\$27,500	2028	10	3546	7199	10961	14836	18827	22938	27172	31534	36026	40653	4665	9470	14418	19516	24766
- Repaint door face	\$3,800	2028	10	490	995	1515	2050	2602	3170	3755	4358	4979	5618	645	1309	1993	2697	3423
- Provision to replace balustrade fixings	\$240	2027	2	34	69	105	142	180	219	259	301	344	180	365	191	388	202	411
- Capital Replacement - General	\$1,677	2019	0	1900	1957	2016	2076	2139	2203	2269	2337	2407	2479	2553	2630	2709	2790	2874
DRIVEWAY																		
- Maintain driveway 3% of total	\$6,188	2032	4	603	1223	1862	2521	3199	3897	4617	5358	6121	6907	7717	8551	9410	10295	2731
- Provision to replace individual garage doors in 35 years 20% of total	\$11,400	2033	5	1050	2132	3247	4395	5577	6795	8049	9341	10672	12042	13454	14908	16406	17948	19537
- Repaint carport walls	\$9,000	2028	10	1161	2356	3587	4856	6162	7507	8893	10320	11791	13305	1527	3099	4719	6387	8105
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2030	4	199	404	615	832	1056	1287	1524	1769	2021	2280	2548	2823	756	1535	2337
- Ongoing partial maintenance of pathways 5% of total	\$1,650	2032	4	161	326	497	672	853	1039	1231	1429	1632	1842	2058	2280	2509	2745	728
- Provision to replace bin enclosure roller doors in 25 years 33% of total	\$990	2033	5	91	185	282	382	484	590	699	811	927	1046	1169	1295	1425	1559	1697
FENCING																		
- Provision to replace colorbond fencing in 35 years 20% of total	\$1,560	2033	5	144	292	444	601	763	930	1101	1278	1460	1648	1841	2040	2245	2456	2673
- Provision to replace metal baluster fencing in 25 years 25% of total	\$1,950	2031	4	202	409	623	844	1071	1305	1545	1794	2049	2312	2583	2862	3150	840	1705
- Provision to replace timber fencing in 20 years 33% of total	\$1,188	2030	4	131	266	406	549	697	849	1006	1167	1334	1505	1681	1863	499	1013	1542
- Repaint boundary wall/fence	\$2,400	2028	10	309	628	957	1295	1643	2002	2371	2752	3144	3548	407	826	1258	1703	2161

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture in 20 years 50% of total	\$1,000	2033	5	92	187	285	386	489	596	706	819	936	1056	1180	1308	1439	1575	1714
- Provision to replace mail boxes in 25 years 33% of total	\$1,287	2029	7	153	311	473	640	812	990	1173	1361	1555	1754	1960	310	630	960	1299
- Ongoing partial replacement of exterior lighting	\$290	2024	2	59	120	182	246	313	381	199	404	211	429	224	455	238	483	251
- Provision to upgrade intercom systems & associated equipment in 13 years 33% of total	\$4,389	2027	2	620	1259	1916	2594	3292	4011	4751	5514	6299	3292	6683	3493	7090		
LANDSCAPING																		
- Landscaping allowance	\$2,500	2023	5	600	1219	1856	2512	3188	696	1413	2152	2912	3696	807	1638	2494	3376	4284
- Provision to replace irrigation pump/controller	\$1,800	2025	7	318	645	982	1329	1687	2056	2435	391	793	1208	1635	2075	2528	2995	540
ROOF																		
- Provision to replace guttering in 30 years 25% of total	\$2,470	2033	5	228	462	703	952	1208	1472	1744	2024	2312	2609	2915	3230	3555	3889	4233
- Maintain metal roof fixings/flashings	\$5,000	2030	5	553	1122	1708	2312	2934	3574	4234	4914	5614	6335	7077	7842	1697	3445	5245
- Provision to replace down pipes in 30 years 25% of total	\$4,050	2033	5	373	758	1154	1561	1981	2414	2860	3319	3791	4278	4780	5296	5828	6377	6941
- Provision for partial balcony membrane replacement 20% of total	\$19,200	2030	3	2122	4307	6558	8877	11265	13724	16258	18867	21555	24324	27175	30112	10645	21610	32904
TOTAL ACCRUALS				26934	54674	83248	112679	139803	170644	200496	233352	260962	74618	104103	100751	140374	172455	150476

* **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 repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul 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 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. 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. 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 does not consider or make recommendations as to the condition of 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 retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





MINUTES OF THE ANNUAL GENERAL MEETING 2025

OWNERS UNIT PLAN - 4662

**The Nest 3
4 Toorale Terrace
LAWSON ACT 2617**

Held on :

Wednesday, 26 November 2025 05:30 PM

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=39773>

MINUTES OF THE ANNUAL GENERAL MEETING OF UNIT PLAN The Nest 3 4662

Held Wednesday, 26 November 2025 5:30 PM at

Present	Alexandra Elizabeth Coram (Lot 28), Glen Howard (Lot 24), Hamish Bain Scott (Lot 13), Ian Dawson (Lot 12), Jacqueline McKinnon (Lot 27), Jason Kingma & Michelle Kingma (Lot 2), John and Kathy Barker (Lot 23), Krishyanthan Kandiah (Lot 1), Kristina M Quinell (Lot 32), Su yu (Lot 8), Tracey Leanne Chester (Lot 11), Xavier P H Ireton (Lot 7), Yuxi Ruan (Lot 36)
Civium Rep(s)	Shagun Grover (Civium Strata)
Proxies	Kathy Barker for Luke Douglas Reimer (Lot 14), Kathy Barker for Madelin McMahon (Lot 37)
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	Daniel Russell, Emma Stanley
CFM	None
Chairperson	Glen Howard
Meeting Opened	5.35PM
Reduced Quorum Meeting	

MOTION	Motion for consideration
	<p>Proceedings of Meeting</p> <p>The Manager formally opened the meeting at 5.35PM and commenced with providing some housekeeping and administrative rules to ensure smooth operation during the meeting. The proxies received from Unit 14 and Unit 37 were acknowledged and accepted, both appointing Unit 23. It was confirmed that no unfinancial units were present, and the meeting commenced on a reduced quorum basis.</p> <p>G Howard (Unit 24) was appointed and accepted as Chairperson for the purposes of this meeting.</p> <p>The Chairperson then provided an in-depth explanation on all matters over this past 12-months, aligned with the information readily present in the Chairperson Report previously circulated within the agenda. Sincere thanks were given to K Barker, who has facilitated and organised majority of the work required in the background in regard to defects, litigation and changes in strata management, along with acknowledgement to all Committee members for the amount of time and effort being put back into The Nest.</p> <p>Secretarial Note: For ease, the Chairpersons' report has been re-attached to these minutes.</p> <p style="text-align: right;">Motion Acknowledged</p>
1	<p>Defects and Legal Issues</p> <p>Chambers Russell Lawyers were introduced and invited to provide a detailed update on the current status of the defect remediation and the litigation involving TP Dynamics. They advised that the most recent development is the preparation of a deed between both parties, which was proposed at a recent settlement conference.</p> <p>G Howard and K Barker noted that the Committee has carefully considered the process to date, and due to concerns about rising levies and loan drawdowns, the Committee has decided to proceed with the deed of settlement.</p> <p>Questions were raised from Owners in regard to how this process benefits the Owners Corporation in the end. Chambers Russell Lawyers advised that they will be seeking compensation for the legal proceedings and associated costs which would assist in improving the complex's finances.</p> <p>Chambers Russell Lawyers were thanked for their time and efforts, and with there being no further business to discuss, they exited the meeting at 6.15PM.</p> <p style="text-align: right;">Motion Acknowledged</p>

<p>2</p>	<p>Further Investigations and Expert Reports (SPECIAL RESOLUTIONS)</p> <p>Motion 2A (Special Resolution): <i>The Owners Corporation RESOLVES to approve, adopt, and ratify the prior decision of the Executive Committee in engaging EBS Consultants in accordance with its two fee proposals dated 26 March 2025 for \$24,350.00 (excluding GST) to undertake further investigations as set out in its fee proposals and prepare a litigation compliant supplementary report.</i></p> <p>Motion 2B (Special Resolution): <i>The Owners Corporation RESOLVES to approve, adopt, and ratify the prior decision of the Executive Committee in engaging Engineered Environments in accordance with its fee proposal dated 14 March 2025 for \$12,500.00 (excluding GST and including accommodation) to undertake further investigations as set out in its fee proposal and prepare a litigation compliant supplementary report.</i></p> <p>Motion 2C (Special Resolution): <i>The Owners Corporation RESOLVES to approve, adopt, and ratify the prior decision of the Executive Committee in engaging ProAct Group in accordance with its correspondence dated 23 March 2025 for \$10,500.00 (excluding GST) to undertake further investigations as set out in its proposal and prepare a litigation compliant supplementary report.</i></p> <p>Motion 2D (Special Resolution): <i>The Owners Corporation RESOLVES to approve, adopt, and ratify the prior decision of the Executive Committee in engaging Liquid Hydraulics in accordance with its fee proposal dated 16 April 2025 for \$9,000.00 (excluding GST) to undertake further investigations as set out in its fee proposal and prepare a litigation compliant supplementary report.</i></p> <p style="text-align: right;">Motion Carried</p>
<p>3</p>	<p>Lannock Finance (SPECIAL RESOLUTION)</p> <p>K Barker provided an overview on the current loan figures and the updated figure that needs to be loaned on behalf of the Owners Corporation. It was confirmed that the figure requested has been calculated in the hopes that no further monies are required through Lannock after this AGM.</p> <p>Motion 3A (Special Resolution): <i>That the Owners Corporation increase its loan facility with Lannock Capital 2 Pty Limited (ACN 153 391 283) by \$225,000.00.</i></p> <p>Motion 3B (Special Resolution): <i>That the Owners Corporation acknowledges the following things:</i></p> <p>(a) <i>the maximum amount of credit available under the loan contract is increased to \$625,000.00.</i></p> <p>(b) <i>members of the Strata Corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract.</i></p> <p style="text-align: right;">Motion Carried</p>
<p>4</p>	<p>Minutes (ORDINARY RESOLUTION)</p> <p>That the minutes of the previous General Meeting of the Owners Corporation, held in April 2025, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>

5	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation.</p> <p><i>NOTE: The latest Insurance Valuation was provided in October 2019. The cost to have a new report provided by QIA Group will be approximately \$965.00. A formal quote will be provided to the incoming Committee to approve, and the valuation will be circulated once received.</i></p> <p style="text-align: right;">Motion Carried</p>
6	<p>Insurance Renewal (SPECIAL RESOLUTION)</p> <p>The Owners Corporation resolves:</p> <p>a. To confirm the Owners Corporation's current insurance cover as detailed in the attached policy within the agenda.</p> <p>b. To delegate authority to the Executive Committee to select the appropriate insurance policy and, if necessary, arrange premium funding for the policy.</p> <p>c. To authorise the Strata Managing Agent to obtain quotations for insurance cover prior to the expiry of the current policy. These quotations are to be presented to the Executive Committee for consideration. In the event that no advice or decision is provided by the Executive Committee, the Managing Agent is authorised to proceed with the recommendation provided by the insurance broker and, if necessary, arrange for premium funding of the policy.</p> <p>Current Policy Details:</p> <p>Insurer: Longitude Insurance Pty Ltd Building Sum Insured (BSI): \$20,164,725.00 Excess: - Policy Expiry: 31 January 2026</p> <p style="text-align: right;">Motion Carried</p>
7	<p>Insurance Claims (ACKNOWLEDGEMENT)</p> <p>That the Owners Corporation consider any open or new Insurance Claims.</p> <p>Secretarial Note: <i>Whilst there are no current open claims, the Manager advised that the previous hail damage claim has been re-opened and the complex has been offered a settlement; however, these funds can only be received and utilised once the repairs to the roof have been completed and records provided to the insurance broker. Each unit that was originally part of the claim are the only units that will receive the benefits from the settlement funds.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
8	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>That the financial statement of accounts for the financial year ending 22/04/2025 be adopted.</p> <p><i>NOTE: Any questions relating to the financial statements should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered.</i></p> <p style="text-align: right;">Motion Carried</p>

<p>9</p>	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p style="text-align: right;">Motion Carried</p>
<p>10</p>	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>The Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p style="text-align: right;">Motion Carried</p>
<p>11</p>	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>The Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal and authorise the Executive Committee to make determinations surrounding the maintenance contractors at the development.</p> <p><i>Secretarial Note: The Manager advised that all common property maintenance issues are discussed on a regular basis on a committee level. Any records of these discussions moving forward can be found on C-Hub in the Executive Committee Meeting minutes. It was re-iterated that all common property maintenance issues are to be reported to the Strata Manager via email at up4662@civium.com.au, or through the C-Hub portal.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>12</p>	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>NOTE: A fire safety review is not applicable to UP4662as there are no fire assets currently on site.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>13</p>	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>Secretarial Note: As the building structural defects are currently in legal proceedings and were discussed at the commencement of the meeting; this motion was acknowledged, and no further questions were raised.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
<p>14</p>	<p>Review of Sinking Fund Plan (ORDINARY RESOLUTION)</p> <p>That the Owners Corporation resolves to review the 10-year Sinking Fund Plan and decide whether to revise the plan or replace the plan.</p> <p><i>NOTE: The last Sinking Fund Plan was reviewed in 2019. The cost to have a new report provided by QIA Group will be approximately \$714.00. A formal quote will be obtained and shared with the incoming Committee for review and approval. Thereafter, a new report will be circulated.</i></p> <p style="text-align: right;">Motion Carried</p>

15

Budget (ORDINARY RESOLUTION)

1. That contributions be determined:

a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure \$126,499.31

Total Administrative Fund Income \$126,499.31

b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure \$4,276.37

Total Sinking Fund Income \$40,735.89

c. To the Special Funds account for the sum of:

Total Expenditure: \$295,741.00

Total Special Fund Income: \$106,765.00

2. That the Administrative, Sinking Fund and Special Fund contributions be paid in four instalments with the instalments dates to be

1st instalment 10/01/2025

2nd instalment 10/02/2026

3rd instalment 13/03/2026

4th instalment 13/04/2026

Secretarial Note: *Your sinking fund budget as proposed has been calculated in accordance with your Owners Corporations Sinking Fund Forecast.*

In accordance with section 75 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation must estimate how much money it will credit to its administrative and sinking fund for actual and expected expenditure. In accordance with Section 82 the Owners Corporation must prepare a 10-year sinking fund forecast and estimate its proposed sinking fund contributions in accordance with the sinking fund forecast.

Proposed contributions per Unit, per instalment:

Units 1-15: \$1,733.05

Units 16-21: \$2,938.65

Units 22, 23, 28, 29, 30, 31, 32, 37, 38: \$1,582.35

Units 24, 25, 26, 27, 33, 34, 35, 36: \$2,185.15

Motion Carried

16

Alternative Method and Process for Voting (ORDINARY RESOLUTION)

That the Owners Corporation authorises that General Meetings & Executive Committee Meetings may be held in accordance with Section 10 of the Unit Titles (Management) Regulations 2011 which allows voting at the meeting using a digital means, such as a teleconference, videoconference, email, or any other electronic means including pre-meeting electronic voting.

Motion Carried

17

Appointment of Managing Agent (ORDINARY RESOLUTION)

That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that:

1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No.4662 for a period of two years (24-months).
2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation;
4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and
5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting
6. Douglas O'Mara be appointed as the public officer for the Owners Corporation.
7. Maxim Chartered Accountants (Tax agent number 25500932) be appointed as the tax agent for the Owners Corporation.

NOTE: Two representatives from the Executive Committee will be required to execute the Agency Agreement digitally, noting the agreement will be enacted after 21 days should the Agreement not be signed.

Motion Carried

18

Election of Executive Committee (ORDINARY RESOLUTION)

That the election of the Executive Committee takes place:

1. That the Owners Corporation resolves to appoint **6** Owners to form the Executive Committee.
2. That the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. This includes nominating one or several invoice approvers on behalf of the Owners Corporation.

The Owners present gave their thanks once again to all members of the Committee for their hard work and efforts. The Manager advised that re-nominations from all current members had been received out-of-session.

The following nominations were acknowledged and accepted with gratitude:

1. K Barker (Lot 23)
2. G Howard (Lot 24)
3. M McMahon (Lot 37)
4. L Reimer (Lot 14)
5. J Kingma (Lot 2)
6. X Ireton (Lot 7)

Motion Carried

<p>19</p>	<p>Special Privilege - Exclusive Use of Common Property (Special Resolution)</p> <p>This motion is to review the special privilege requirement associated with the installation of solar panels, when specifically applied for the benefit of a single lot.</p> <p>The Manager clarified that this motion had been included in the agenda for approval due to growing interest for solar in The Nest community, and as the roof space is considered common property - a formal voting process needed to be followed. It was further noted that Owners can only proceed with installations once the roofing defects and repairs had been fully carried out and completed. Additionally, alternative rules will be registered with Access Canberra allowing installations to occur but will carry conditions which indemnify the Owners Corporation from any liabilities or losses with installations or maintenance of panels. Owners are only permitted to install panels directly above their roof space.</p> <p>The alternative rules will be circulated to all residents once registered with Access Canberra.</p> <p style="text-align: right;">Motion Carried</p>
<p>20</p>	<p>General Business</p> <p>That items of general nature be discussed.</p> <p style="text-align: right;">Motion Acknowledged</p>

	<p>General Business</p>
	<p>Rubbish Dumping</p> <p>The issue of the consistent rubbish overflow at the complex was discussed in-depth. Some mitigation options like keypad access or fob/swipe access were raised and will be discussed further with the incoming Committee.</p> <p>C-Hub notices will continue to be circulated advising residents of the rules, and Civium encourages all residents to report any rubbish dumping they come across in a timely manner.</p>

There being no further business the chairperson declared the meeting closed at 06:55 pm
Dated: 26 November 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 4662

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **26/11/2025**

A3 Reduced quorum decisions

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

Date of decision 26/11/2025	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 11/12/2025

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



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Annual General Meeting for the Owners Corporation Unit Plan 4662

Wednesday, 26 November 2025

Executive Committee Chair's Report to Owners

- This AGM was delayed due to circumstances beyond the control of your Executive Committee (EC).
- I acknowledge the commitment of your Executive Committee Glen Howard (Chair), Kathy Barker (Secretary) Jason Kingma (Treasurer), Madeline McMahon, Luke Reimer and Xavier Ireton
- I also want to acknowledge Luke's father Paul has been very generous with his time and expertise as a builder advising our defects litigation.
- I hope owners have noticed the work that has been done recently in the gardens and fixing up common area lighting. This has occurred due to hands-on engagement by your Executive Committee.
- Levy notices for this year have not been able to be issued due to the AGM delays, and the 2024-25 levies need to be paid in full by the end of our financial year, being mid-April. Rather than issue catch up levy notices with a large initial bill, we are proposing four equal instalments over January-April to spread the payments out as much as we are able after Christmas.
- The EC and Civium are committed to get AGM timing back on track for next year to ensure owners can pay their levies in four equal instalments spread out over the full year from May/June 2026.

Defect litigation

- In the 2024 AGM, owners agreed to commit to litigation against builder TP Dynamics – to meet warranty deadline action urgently required by end of 2024.
- We engaged Chambers Russel Lawyers (CRL), specialist Sydney firm. CRL (with owners' approval given at AGM) engaged a suite of specialists to investigate and report on defects.
- At the 2024 AGM, owners also approved applying for a loan from Lannock Finance to finance litigation and supporting investigations, and this was subsequently approved.
- The original estimate for the consultants was \$145,371, with an allowance of approximately \$254,600 for legal fees. In light of this a loan facility with a limit of \$400,000 was approved at the 2024 AGM.
- Costs have exceeded the estimates we were given and currently stand at \$512,091.
 - To end September 2025, final consultant fees were \$179,878 (\$34,507 above estimate due to additional inspections required to inform their litigation reports.
 - Legal fees currently stand at \$332,214 (\$77,614 above estimate) with additional costs yet to be incurred as we move toward settlement discussions with the developer.
- To date, we have drawn down \$397,240 from the loan and have been carrying the additional \$115,000 liability out of our sinking fund until we obtain authority from owners to increase our loan limit to cover this shortfall and anticipated future legal costs.

- We are seeking owners' approval for a loan facility increase in excess of estimated cost to ensure we are able to finalise this matter. Ideally, we will not access the full additional amount available to us.
- CRL is providing a separate position paper on the litigation status, and I encourage you to review this and attend the AGM, as CRL will be attending to respond to owners' questions.

Change of Strata Managers

- Owners agreed to engage First Choice Strata (FCS) for two years from 1 September 2023 when the previous contract with Vantage Strata expired.
- FCS contract was up for renewal in September 2025.
- EC approached the market and identified a preferred supplier Civium Strata.
- EC overlooked the requirement to give FCS 3 months' notice their contract would not be extended. FCS signalled they would hold us to an automatic extension clause in the contract which we were not prepared to accept.
- EC engaged Susan Proctor Lawyers for support disengaging FCS. This cost owners \$14,080 in legal fees. However, this cost was more than offset by the solicitors negotiating a swift and seamless withdrawal from the FCS agreement, and waiver of a disputed invoice from FCS of \$23,670.
- Civium has provided considerable support to the EC as we transition to our new strata manager in a complex time for the Owners Corporation. We express our gratitude for their support.

Glen Howard (Chair)

For the Executive Committee UP4662

November 2025

Civium Strata
Accepted Budget for Unit Title 4662

THE NEST 3, 4 Toorale Terrace LAWSON

Prepared by Civium Strata (ABN 39 121 276 300)
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Contribution Schedule

Administrative Fund

	Accepted Budget (23/04/2025-22/04/2026)	Current Actual (23/04/2025-22/04/2026)	Current Budget (23/04/2025-22/04/2026)
Income			
Debt Recovery Revenue	\$0.00	\$560.00	\$0.00
Interest on Overdues	\$0.00	\$496.15	\$0.00
Levy Income	\$126,499.31	\$110,484.87	\$116,428.31
Other Funds Received	\$0.00	\$65,175.54	\$0.00
Other Income	\$0.00	\$272.73	\$0.00
Status Certificates	\$0.00	\$905.46	\$0.00
Total Admin Fund Income	\$126,499.31	\$177,894.75	\$116,428.31
Expense			
Arrears Recovery Costs	\$0.00	\$560.00	\$0.00
Audit Fees	\$3,000.00	\$4,200.00	\$3,000.00
Bank Charges (Transaction Fees)	\$220.00	\$33.40	\$220.00
Civium Disbursements	\$1,900.00	\$1,172.73	\$0.00
Cleaning	\$1,818.00	\$768.60	\$1,818.00
Electrical Repairs & Maintenance	\$2,500.00	\$2,023.00	\$1,000.00
Electricity - Utility	\$3,582.31	\$2,086.87	\$3,582.31
Gardens & Grounds	\$5,330.00	\$4,221.90	\$5,330.00
General Repairs & Maintenance	\$3,000.00	\$506.82	\$4,000.00
Insurance Premiums	\$60,000.00	\$29,503.24	\$60,000.00
Insurance Valuation	\$965.00	\$0.00	\$2,200.00
Legal expense	\$14,000.00	\$13,050.30	\$0.00
Management Fee	\$20,000.00	\$10,872.26	\$20,000.00
Management Fees - Additional	\$600.00	\$600.00	\$2,000.00
Pest Control	\$0.00	\$0.00	\$2,000.00
Plumbing & Drainage	\$1,500.00	\$390.00	\$909.00
Plumbing & Drainage - Repairs	\$1,820.00	\$715.00	\$1,820.00
Security	\$0.00	\$0.00	\$500.00
Sinking Fund Forecast Report	\$714.00	\$0.00	\$2,770.00
Status Certificate Fees	\$0.00	\$1,207.27	\$0.00
Tax Agent Fees - BAS/GST	\$1,200.00	\$300.00	\$1,200.00
Tax Agent Fees - Income Tax	\$550.00	\$200.00	\$550.00
Ventilation	\$0.00	\$0.00	\$909.00
Waste collection	\$3,000.00	\$1,944.54	\$1,820.00
Water - Utility	\$800.00	\$1,576.77	\$800.00
Total Admin Fund Expense	\$126,499.31	\$75,932.70	\$116,428.31
Total Contribution Schedule Levy Income	\$126,499.31	\$110,484.87	\$116,428.31
ADD: ADMIN GST	\$12,649.93	\$0.00	\$0.00
Total Contribution Schedule Budget	\$139,149.24	\$110,484.87	\$116,428.31

**Civium Strata
Accepted Budget for Unit Title 4662**

THE NEST 3, 4 Toorale Terrace LAWSON

Prepared by Civium Strata (ABN 39 121 276 300)
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Special Funds

Administrative Fund

	Accepted Budget <small>(23/04/2025-22/04/2026)</small>	Current Actual <small>(23/04/2025-22/04/2026)</small>	Current Budget <small>(23/04/2025-22/04/2026)</small>
Income			
Levy Income	\$106,765.00	\$0.00	\$0.00
Total Admin Fund Income	\$106,765.00	\$0.00	\$0.00
Expense			
Consultant Fees	\$57,200.00	\$47,200.00	\$0.00
Legal expense	\$191,270.00	\$143,555.00	\$0.00
Loan Interest - Defect	\$47,271.00	\$7,762.48	\$0.00
Total Admin Fund Expense	\$295,741.00	\$198,517.48	\$0.00
Total Special Funds Levy Income	\$106,765.00	\$0.00	\$0.00
ADD: ADMIN GST	\$10,676.50	\$0.00	\$0.00
Total Special Funds Budget	\$117,441.50	\$0.00	\$0.00
TOTAL ADMIN LEVY INCOME	\$233,264.31	\$110,484.87	\$116,428.31
ADD: ADMIN GST	\$23,326.43		\$0.00
TOTAL ADMIN BUDGET	\$256,590.74		\$116,428.31

**Civium Strata
Accepted Budget for Unit Title 4662**

THE NEST 3, 4 Toorale Terrace LAWSON

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Contribution Schedule

Sinking Fund

	Accepted Budget <i>(23/04/2025-22/04/2026)</i>	Current Actual <i>(23/04/2025-22/04/2026)</i>	Current Budget <i>(23/04/2025-22/04/2026)</i>
Income			
Interest on Overdues	\$0.00	\$145.89	\$0.00
Levy Income	\$40,735.89	\$30,350.00	\$40,735.89
Total Sinking Fund Income	\$40,735.89	\$30,495.89	\$40,735.89
Expense			
Electrical Replacement/Upgrade	\$0.00	\$3,497.05	\$0.00
Gardens & Grounds	\$0.00	\$10,902.00	\$0.00
Gate Repairs & Maintenance	\$2,062.73	\$0.00	\$2,062.73
Plumbing & Drainage Works	\$2,213.64	\$0.00	\$2,213.64
Total Sinking Fund Expense	\$4,276.37	\$14,399.05	\$4,276.37
Total Contribution Schedule Levy Income	\$40,735.89	\$30,350.00	\$40,735.89
ADD: SINKING GST	\$4,073.59	\$0.00	\$0.00
Total Contribution Schedule Budget	\$44,809.48	\$30,350.00	\$40,735.89

**Civium Strata
Accepted Budget for Unit Title 4662**

THE NEST 3, 4 Toorale Terrace LAWSON

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Special Funds

Sinking Fund

	Accepted Budget <i>(23/04/2025-22/04/2026)</i>	Current Actual <i>(23/04/2025-22/04/2026)</i>	Current Budget <i>(23/04/2025-22/04/2026)</i>
Income			
Total Sinking Fund Income	\$0.00	\$0.00	\$0.00
Expense			
Total Sinking Fund Expense	\$0.00	\$0.00	\$0.00
Total Special Funds Levy Income	\$0.00	\$0.00	\$0.00
ADD: SINKING GST	\$0.00	\$0.00	\$0.00
Total Special Funds Budget	\$0.00	\$0.00	\$0.00
TOTAL SINKING LEVY INCOME	\$40,735.89	\$30,350.00	\$40,735.89
ADD: SINKING GST	\$4,073.59		\$0.00
TOTAL SINKING BUDGET	\$44,809.48		\$40,735.89

Civium Strata
Accepted Budget for Unit Title 4662

THE NEST 3, 4 Toorale Terrace LAWSON

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Budget Summary (23/04/2025-22/04/2026)

	Accepted	1st Instalment 10/01/2026	2nd Instalment 10/02/2026	3rd Instalment 13/03/2026	4th Instalment 13/04/2026	TOTAL (23/04/2025-22/04/2026)
Administrative Fund	\$139,149.24	\$34,787.32	\$34,787.32	\$34,787.32	\$34,787.32	\$139,149.28
Sinking Fund	\$44,809.48	\$11,202.30	\$11,202.30	\$11,202.30	\$11,202.30	\$44,809.20
Contribution Schedule Total	\$183,958.72	\$45,989.62	\$45,989.62	\$45,989.62	\$45,989.62	\$183,958.48
Administrative Fund	\$117,441.50	\$29,360.38	\$29,360.38	\$29,360.38	\$29,360.38	\$117,441.52
Sinking Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Funds Total	\$117,441.50	\$29,360.38	\$29,360.38	\$29,360.38	\$29,360.38	\$117,441.52
Amount to Collect	\$301,400.22	\$75,350.00	\$75,350.00	\$75,350.00	\$75,350.00	\$301,400.00

**Civium Strata
Accepted Budget for Unit Title 4662**

THE NEST 3, 4 Toorale Terrace LAWSON

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Levy Adjustment Summary (23/04/2025-22/04/2026)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Sinking	Total
10/01/2026	23/04/2025 - 22/07/2025	\$34.79	\$11.20	\$45.99
10/02/2026	23/07/2025 - 22/10/2025	\$34.79	\$11.20	\$45.99
13/03/2026	23/10/2025 - 22/01/2026	\$34.79	\$11.20	\$45.99
13/04/2026	23/01/2026 - 22/04/2026	\$34.79	\$11.20	\$45.99
Financial Year Total per Units of Entitlement		\$139.15	\$44.81	\$183.96
Financial Year Aggregate		\$139,149.28	\$44,809.20	\$183,958.48
Accepted Budget Amount		\$139,149.24	\$44,809.48	\$183,958.72
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Special Funds

Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Sinking	Total
10/01/2026	23/04/2025 - 22/07/2025	\$29.36	\$0.00	\$29.36
10/02/2026	23/07/2025 - 22/10/2025	\$29.36	\$0.00	\$29.36
13/03/2026	23/10/2025 - 22/01/2026	\$29.36	\$0.00	\$29.36
13/04/2026	23/01/2026 - 22/04/2026	\$29.36	\$0.00	\$29.36
Financial Year Total per Units of Entitlement		\$117.44	\$0.00	\$117.44
Financial Year Aggregate		\$117,441.52	\$0.00	\$117,441.52
Accepted Budget Amount		\$117,441.50	\$0.00	\$117,441.50
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Civium Strata
Accepted Budget for Unit Title 4662

THE NEST 3, 4 Toorale Terrace LAWSON

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Owner Summary (23/04/2025-22/04/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 10/01/2026	2nd Instalment 10/02/2026	3rd Instalment 13/03/2026	4th Instalment 13/04/2026	TOTAL (23/04/2025-22/04/2026)	
23	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15	Admin	\$800.11	\$800.11	\$800.11	\$800.11	\$3,200.44
		Sinking	\$257.65	\$257.65	\$257.65	\$257.65	\$1,030.60
		Owner Total	\$1,057.76	\$1,057.76	\$1,057.76	\$1,057.76	\$4,231.04
39	16, 17, 18, 19, 20, 21	Admin	\$1,356.71	\$1,356.71	\$1,356.71	\$1,356.71	\$5,426.84
		Sinking	\$436.89	\$436.89	\$436.89	\$436.89	\$1,747.56
		Owner Total	\$1,793.60	\$1,793.60	\$1,793.60	\$1,793.60	\$7,174.40
21	22, 23, 28, 29, 30, 31, 32, 37, 38	Admin	\$730.53	\$730.53	\$730.53	\$730.53	\$2,922.12
		Sinking	\$235.25	\$235.25	\$235.25	\$235.25	\$941.00
		Owner Total	\$965.78	\$965.78	\$965.78	\$965.78	\$3,863.12
29	24, 25, 26, 27, 33, 34, 35, 36	Admin	\$1,008.83	\$1,008.83	\$1,008.83	\$1,008.83	\$4,035.32
		Sinking	\$324.87	\$324.87	\$324.87	\$324.87	\$1,299.48
		Owner Total	\$1,333.70	\$1,333.70	\$1,333.70	\$1,333.70	\$5,334.80

Civium Strata
Accepted Budget for Unit Title 4662

THE NEST 3, 4 Toorale Terrace LAWSON

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Owner Summary (23/04/2025-22/04/2026) - Special Funds

UOE	Lot(s)	1st Instalment 10/01/2026	2nd Instalment 10/02/2026	3rd Instalment 13/03/2026	4th Instalment 13/04/2026	TOTAL (23/04/2025-22/04/2026)	
23	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15	Admin	\$675.29	\$675.29	\$675.29	\$675.29	\$2,701.16
		Sinking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Owner Total	\$675.29	\$675.29	\$675.29	\$675.29	\$2,701.16
39	16, 17, 18, 19, 20, 21	Admin	\$1,145.05	\$1,145.05	\$1,145.05	\$1,145.05	\$4,580.20
		Sinking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Owner Total	\$1,145.05	\$1,145.05	\$1,145.05	\$1,145.05	\$4,580.20
21	22, 23, 28, 29, 30, 31, 32, 37, 38	Admin	\$616.57	\$616.57	\$616.57	\$616.57	\$2,466.28
		Sinking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Owner Total	\$616.57	\$616.57	\$616.57	\$616.57	\$2,466.28
29	24, 25, 26, 27, 33, 34, 35, 36	Admin	\$851.45	\$851.45	\$851.45	\$851.45	\$3,405.80
		Sinking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Owner Total	\$851.45	\$851.45	\$851.45	\$851.45	\$3,405.80

Civium Strata
Accepted Budget for Unit Title 4662

THE NEST 3, 4 Toorale Terrace LAWSON

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Contribution Summary (23/04/2025-22/04/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15	Contribution Schedule	23	\$3,200.44	\$1,030.60	\$0.00
	Special Funds	23	\$2,701.16	\$0.00	\$0.00
	Owner Total		\$5,901.60	\$1,030.60	\$6,932.20
16, 17, 18, 19, 20, 21	Contribution Schedule	39	\$5,426.84	\$1,747.56	\$0.00
	Special Funds	39	\$4,580.20	\$0.00	\$0.00
	Owner Total		\$10,007.04	\$1,747.56	\$11,754.60
22, 23, 28, 29, 30, 31, 32, 37, 38	Contribution Schedule	21	\$2,922.12	\$941.00	\$0.00
	Special Funds	21	\$2,466.28	\$0.00	\$0.00
	Owner Total		\$5,388.40	\$941.00	\$6,329.40
24, 25, 26, 27, 33, 34, 35, 36	Contribution Schedule	29	\$4,035.32	\$1,299.48	\$0.00
	Special Funds	29	\$3,405.80	\$0.00	\$0.00
	Owner Total		\$7,441.12	\$1,299.48	\$8,740.60
	Overall Total		\$256,590.80	\$44,809.20	\$301,400.00

Schedule	UOE
Contribution Schedule	1000
Special Funds	1000

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 4662 [insert number]

A2 General meeting

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

10 April 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
10 April 2025	Refer to enclosed meeting minutes.

A4 Owners corporation declaration

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


.....[insert date of affixing of seal]
[Affix owners corporation seal in accordance with the corporation articles]

11 April 2025



[†] 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 4662 - Nest 3

Date: 10 April 2025

Venue: Zoom

Time: 5:30 – 6:56 pm

Quorum Status:

As a standard quorum was not present the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3 Part 3.1 Section 3.11 of the Unit Titles (Management) Act 2011.

All decisions made at the meeting will take effect after 28 days as per Reduced Quorum rules.

1. ELECTION OF CHAIRPERSON, NOTIFICATION OF PROXIES, APOLOGIES AND ABSENTEE VOTES

G Howard of Unit 24 was elected as Chairperson of the Meeting.

Present:

Units 1, 7, 10, 11, 14, 17, 23, 24, 34, 36 and 37.

Proxies:

Unit 2 and 22 in Favour of Unit 23

Unit 37 had supplied a proxy form nominating Unit 23 should they be unable to attend the meeting however as they were in attendance, this proxy was not utilised.

Apologies:

Units 2, 22 and 20

Absentee Votes:

Unit 20 – abstain from all motions

First Choice Strata:

K Topic and B Read

Chambers Russell Lawyers:

E Stanley and W Lim.

2. DEFECT AND LEGAL ISSUES

E Stanley of Chambers Russell Lawyers introduced herself and W Lim to the meeting.

E Stanley provided an update on proceedings including:

1. Commenced proceedings on 12 December
2. Attended a directions hearing on 17 February which adjourned proceedings until may

E Stanley provided an update on communications with TP Dynamics including urgent defects communications.

E Stanley provided an update on the expert evidence and further investigations required.

E Stanley advised that the Owners Corporation needs to be confident of the evidence.

E Stanley advised that the proceedings are to be adjourned for two months.



The below queries were raised by owners:

Query from Owner:

An owner advised they would like to better understand the cladding issue, and they understand at this time that the cladding is an allowable substance on the building due to the classification of the complex and that as result, this is not technically a defect. The owner queried where this item currently stands.

Response from Chambers Russell Lawyers:

E Stanley advised that a response will be included in the EBS report.

Query from Owner:

An owner sought clarification that the adjournment for two months and communication with TP Dynamics

Response from Chambers Russell Lawyers:

E Stanley advised CRL will seek further instruction from the Executive Committee or Owners Corporation in relation to communication with TP Dynamics.

W Lim advised of the importance of expert evidence and strategy moving forward towards settlement.

3. ADOPTION OF 2024 ANNUAL GENERAL MEETING MINUTES

No feedback in relation to the minutes was received prior to or at the meeting.

Motion 1 (Ordinary Resolution): That the minutes of the last Annual General Meeting, held on 16 October 2024 be confirmed as an accurate record of that meeting.

Motion Carried

4. INSURANCE CLAIMS

K Topic reminded owners that they are encouraged to hold contents insurance for their unit as items such as carpet, furniture and fittings are not covered under the Owners Corporation insurance policy. The Owners Corporation is not responsible for the replacement of items not covered by the Owners Corporations Policy.

Owners advised that an insurance claim was submitted prior to the management of First Choice Strata due to hail damage from a storm. K Topic advised that she will seek an update from the insurer on this matter and will endeavour to provide an update in the meeting minutes, however if time does not allow for this to occur, will ensure a separate notice is issued to owners.

5. MAINTENANCE ITEMS

The below maintenance issues were circulated as part of the meeting agenda and were further discussed:

Garden Refurbishment

B Read advised that quotations for an alternative gardening contractor have been obtained and will be provided to the Executive Committee for further decision. A quotation will also be presented to the Executive Committee for further decision to complete additional works across Nest such as trimming common property trees and supplying more mulch to garden areas.



The meeting noted that many units have trees in their courtyards which require pruning, and it would be a value add if the contractor can also supply a quotation to complete private works at a discounted rate for owners who may wish for the pruning of their trees to be undertaken. B Read advised that she will request this from the contractor.

B Read further noted that she has concerns regarding the planting of some trees on common property which are located close to the building structure, which may cause issues once they further mature and that an assessment on these trees will also be completed. An owner noted that some of these trees provide privacy for surrounding units and voiced concerns regarding trees being removed. The owner will provide a photo of the tree via email, for further review of the Executive Committee and First Choice Strata.

Occupational Health & Safety Site Review

B Read advised she holds concern regarding a potential 'drop zone' and that she will engage a contractor to make an assessment on this and provide a quotation to remedy.

HVAC Vent Replacement

B Read advised that this item has been audited by TP dynamics and forms part of the defects matter and as such, action by the Executive Committee and First Choice Strata will not be taken at this time.

Pest Control Service – Ongoing Maintenance Contract

B Read advised that three contractors were approached to provide quotations for the pest control services, and that only two quotations have been received. An assessment on the quotations will be provided to the Executive Committee for further decision.

Security Site Audit

B Read advised that she would like a security company to attend Nest and complete a security review of the complex to see where additional enhancements can be made to increase the security of the complex. This item will be further discussed by the Executive Committee.

Waste Management

B Read noted that this item does have crossover with the security audit and that the installation of CCTV cameras and an electronic access control system in the waste room would assist the Owners Corporation with identifying units that dump items in the waste room and having this charged to the units responsible.

The below maintenance items were raised by the meeting:

K Barker introduced herself to the meeting and advised that she is the Secretary of the Executive Committee which were appointed at the Annual General Meeting last year. K Barker noted that there are many Facilities Management items at Nest that are being progressed by First Choice Strata and the Executive Committee however the priority over the last six months has been the pressing legal and defects matter.

K Barker urged owners to read the 'Community Wall' on the Owners Portal as needed, as the Executive Committee will be utilising this to seek feedback from owners on possible action items and will ensure that owners interests are taken into consideration for decision making. K Barker noted that some of the proposed items for Nest may be actioned at a later date, due to the priority placed on the legal and defects matter.



Exterior Lighting Review

An owner noted that last year, they had provided B Read with a review of the lighting during the nighttime and queried why this item had not been actioned. B Read advised that a new electrical company has been engaged, and they will attend site to complete an updated audit and provide a quotation based on this.

6. AMENDED GENERAL FUND BUDGET AND LEVY

G Howard advised the meeting that K Barker (the Secretary of the Executive Committee) has been the key member of the Executive Committee who has worked on the amendments to the budget, and this will have a positive impact for owners and their levy contributions.

G Howard thanked the Executive Committee and First Choice Strata for their work relating to the General Meeting.

K Topic noted that information was provided in the meeting agenda advising of the intention of the motions and the outcomes for the Owners Corporation should the motions be approved. K Topic noted that should the motions be approved, the levies approved at the 2024 Annual General Meeting will be removed, and updated levies will be issued.

K Topic noted that the creation of the Special Purpose Fund means that the legal and defect work, as well as the loan repayment will be noted in separate financials for the Owners Corporation.

No queries were raised by owners present prior to the voting.

Motion 2 (Ordinary Resolution): The owners corporation RESOLVES to revoke resolution 18 which included 'That the proposed Administrative Fund budget of \$529,390.38 (excluding GST) for the period 23 April 2024 to 22 April 2025 be accepted' resolved at Annual General Meeting held 16 October 2024 by way of ordinary resolution.

Motion Carried

Motion 3 (Ordinary Resolution): The owners corporation RESOLVES to revoke resolution 19 which included 'That the Owners Corporation strike a general fund levy of \$265,367.44 (including GST) to be payable in two equal instalments in accordance with Unit Entitlements' resolved at Annual General Meeting held 16 October 2024 by way of ordinary resolution.

Motion Carried

Motion 4 (Ordinary Resolution): That the proposed General Fund budget of \$110,485.00 (**excluding** GST) for the period 23 April 2024 to 22 April 2025 be accepted.

Motion Carried

Motion 5 (Ordinary Resolution): That the Owners Corporation strike a General Fund levy of \$121,533.50 (**including** GST) to be payable in one equal instalment in accordance with Unit Entitlements.

Motion Carried

Standard Levy Due Date: 8 May 2025.

Please note: We will endeavour to issue the levy notice at least 28 days prior to the due date. However, it is imperative that you plan and prepare your payments as the due dates will not change.



7. **SPECIAL PURPOSE FUND – LEGAL AND DEFECTS MATTER**

No queries were raised by owners present prior to the voting.

Motion 6 (Special Resolution): That the Owners Corporation establish a Special Purpose Fund for the legal and defects matter.

Motion Carried

Motion 7 (Ordinary Resolution): That the proposed Special Purpose Fund budget of \$490,598.45 (**excluding** GST) for the period 23 April 2024 to 22 April 2025 be accepted.

Motion Carried

Motion 8 (Ordinary Resolution): That the Owners Corporation strike a Special Purpose levy of \$71,693.07 (**including** GST) to be payable in one equal instalment in accordance with Unit Entitlements.

Motion Carried

Standard Levy Due Date: 8 May 2025.

K Topic advised that the levies issued for period 23 April – 22 October 2024 will be removed from unit ledgers by the software provider and once this completed, owners may note that they have a credit on their unit ledger should they login to the Owners Portal while this work is being undertaken.

K Topic further advised that once the removal of the levies is completed, the new levy notice for the period 23 April 2024 – 22 April 2025 will be issued, and a letter will be sent to owners prior to this occurring. Owners will likely have a partial credit, or the full levy paid dependent on the status of their payments.

8. **GENERAL BUSINESS**

Ongoing Payments

K Barker recommended to owners that they set regular payments via Bpay or DEFT towards their levies, so that once levies are issued they are already partially or fully paid.

Annual General Meeting

K Barker advised that the Executive Committee and First Choice Strata will be soon working on the Annual General Meeting Agenda, and that the General Meeting has been a priority to date. It is the intention that the Annual General Meeting will be held with a timing to allow for levies to be issued on a quarterly basis, rather than two six-month periods.

Community Wall Communication

K Barker noted that the 'Community Wall' is used by the Executive Committee to send notices to owners, and at a later date will be utilised to gather feedback on proposed items. The 'Community Wall' is also utilised by First Choice Strata to send notices of works, or community updates where needed.

K Barker reminded owners that the 'Community Wall' on the Owners Portal is not monitored by First Choice Strata on an ongoing basis and that should owners need to contact First Choice Strata, they should do so by phone or email.



Executive Committee Email Address

K Barker noted that the Executive Committee have an email address which is monitored on a daily basis and owners are able to contact the Executive Committee direct if needed. The Executive Committee email address is Nest3ExecutiveCommittee@outlook.com.

With no further business the meeting closed at 6:56 pm.

Outcomes of Nest 3 Executive Committee and First Choice Strata Meeting 2 – Tue 17 Dec 2024

Attendees: Glen Howard (Chair, Executive Committee), Kathy Barker (Secretary, Executive Committee), Jason Kingma (Treasurer, Executive Committee), Xavier Ireton (Executive Committee), Luke Reimer – 2nd half of meeting only (Executive Committee), Belinda Reid (First Choice Strata), Konika Topić (First Choice Strata), Emma Stanley (Chambers Russell Lawyers) – items I – iv.

Apologies: Madelin McMahon (Executive Committee), Wai Lim (Chambers Russell Lawyers)

NOTE: the order was to prioritise all CRL items at the beginning of the meeting

I. UPDATE FROM CHAMBERS RUSSEL LAWYERS (CRL)

CRL provided an update on the defects matter and will provide a position statement to First Choice Strata (FCS) this week for circulating to owners. Further written updates will be prepared when needed as the matter progresses. The EC will provide a verbal update to the EC members who missed this item.

II. CHAMBERS RUSSELL – EXECUTION OF DEEDS OF ASSIGNMENT

Motions:

1. The Executive Committee RESOLVES to authorise its strata managing agent to affix the common seal of the Owners Corporation and/or execute the deeds of assignment for all unit owners of UP4662 which is materially in the form as annexed and marked "A" to these motions.

Motion passed

2. The Executive Committee RESOLVES to convene a general meeting to consider the following motion.

The Owners Corporation RESOLVES to ratify the decision of the Executive Committee in authorising its strata managing agent to affix the common seal of the owners corporation and/or execute the deeds of assignments for all unit owners of UP4662 which is materially in the form as annexed and marked "A" to these motions.

Motion passed

CRL advised a general meeting in advance of the planned AGM in May/June is preferred, but it would be acceptable to wait until the AGM if there is no other need to convene a general meeting beforehand. This will be considered in light of the levies discussion and decision whether a general meeting is required to revoke or change 2024-25 levies.

III. 2024 LEVIES

As a response to the proposal to amend the 2024-25 levies to better reflect the Lannock Finance loan repayments, CRL advised there is opportunity revoke or change levies if passed by a motion made at a general meeting of the Owners Corporation.

FCS agreed to create a special account (in addition to the general account and sinking fund) for tracking of the Lannock Finance drawdowns and expenses associated with the legal and other fees incurred for the defects matter. The FCS bookkeeper is creating a new cost centre for this and is identifying relevant paid invoices to be put into this cost centre and included in the first finance drawdown request for January.

FCS also agreed the special account will be accompanied by a special levy, to help differentiate the short-term increase in levies for the loan from the standard levies.

FCS provided an outline of the process involved and likely costs in convening a general meeting and administrative expenses to roll back and reissue levies and make software updates to accommodate the changes.

The EC requested FCS provide an approximate costing in writing for consideration. The EC will then review the options and come back to FCS in the new year (prior to 31 January 2025 when the next levies notices are due to be circulated).

FCS also noted, as experienced with other properties, it may be more acceptable to owners to align the loan repayments with the unit entitlements model used for general levies and sinking fund (scaled levies as opposed to even split). The EC will consider this.

The EC noted the need for at least 21 days' notice being issued for general meetings.

Arrears – The EC noted there are many units that have not paid the December levies (or not paid the correct amount). Arrears notices will be issued next Monday, and FCS expects several payments will come in over the Xmas break.

EC noted there had not been communications to owners about the FCS Xmas shutdown dates and emergency arrangements. FCS advised they had been circulated to all OCs but Nest3 was accidentally missed. The notice will be posted to the Community Wall tomorrow (Wednesday).

IV. MAKE SAFE AND OTHER DEFECT REPAIR REQUESTS

CRL advised any requests for repairs to defects before the matter is closed is a risk and CRL will provide written advice to FCS for sharing with any owners making enquiries.

V. FIRST CHOICE STRATA (FCS) INTRODUCTION, ROLES, FINANCE AND GOVERNANCE

FCS provided an overview of the Executive Committee (EC) and FCS roles, responsibilities, finance and governance arrangements. Separate meetings will be held with the Chair, Secretary and Treasurer in the new year to discuss each of the roles' responsibilities and delegations.

The FCS bookkeeper will provide the EC with an overview of financials before the end of the week. The EC noted that FCS cannot provide financial advice to the OC.

There is provision in the Strata Management contract for four meetings a year between FCS and EC, this being meeting two for the year. The EC noted additional meetings are possible but will incur hourly fees.

The EC advised it is meeting approximately every two weeks whilst the members settle into the roles and with the heightened activity regarding the defects. The Secretary will reach out to FCS before each EC-only meeting as an opportunity for FCS to provide any messages or input for the meetings.

FCS to confirm what outstanding invoices are not visible to EC that were uploaded before the EC roles were changed so these can be approved (EBS for example).

The Strata Manager advised allowance for a two-day turnaround is preferred for responses to email enquiries.

VI. LANNOCK FINANCE

The loan contract has been received and will be reviewed by EC tomorrow morning and FCS and the EC Secretary will meet tomorrow to sign the paperwork.

FCS advised the lender has commenced their credit assessment and we anticipate approval before the end of the week.

EC confirmed the drawdown terms will be eight years with the first two years interest only. This will be confirmed again before the first drawdown and following the 2024-25 levies discussions.

VII. 2025 ANNUAL GENERAL MEETING (AGM)

The financial year ceases on 22 April 2025, so the AGM will likely be held in early June. Further discussions will occur in the New Year.

VIII. RUBBISH REMOVAL ARRANGEMENTS

FCS is working with ACT No Waste to review the volume of general rubbish for the complex and whether a second general rubbish collection for free each week is possible. The Facilities Manager will make resolution of this a priority. If this is not approved, the EC is keen to receive costings for an additional weekly service for their approval asap.

The EC raised hygiene issues with the bin rooms and the hoppers, and the need for urgent cleaning followed by regular cleaning throughout the year.

As a priority, FCS will organise cleaning of the general rubbish hoppers and bin room (and recycling if time permits).

During the Xmas/New Year break there may be a need to organise an additional general rubbish collection and the Facilities Manager, although on leave, can be contacted to arrange this as a priority.

Additionally, FCS is progressing quotes for access control changes to the bin rooms, with individually coded devices provided to units which, in conjunction with video footage, will assist in identifying dumpers and allowing cost-recovery to be in place for any additional costs incurred from dumping.

EC confirmed the cleaning and collection frequency items is the priority for before Xmas if at all possible, with the access control being a priority for the New Year.

IX. 'HOUSEKEEPING' COMMUNICATIONS

To be discussed out of session - potential communication to residents and owners regarding correct waste disposal of oils and other drain care, as well as a reminder on appropriate recycling and household waste and appropriate disposal options for other goods.

X. OPTION OF JOINING THE OWNER'S CORPORATION NETWORK, ACT

To be held over to next meeting - merits of EC members joining the [Owner's Corporation Network ACT](#).

XI. OTHER CONTRACTUAL ARRANGEMENTS IN PLACE

To be discussed with FCS out of session – EC to receive details of all other contracts in place, e.g. gardeners, the contract terms and discuss provider performance and other opportunities.

XII. OTHER BUSINESS

nil

XIII. CLOSE AND NEXT MEETING

Meeting closed 6:35pm. Next meeting date TBC

 **Location:** Zoom

 **Date:** Tuesday
17/12/24

 **Time:** 5:00 PM

Outcomes of Nest 3 Executive Committee and First Choice Strata Meeting 1 – Tue 10 Dec 2024

Attendees: Glen Howard (Chair, Executive Committee), Kathy Barker (Secretary, Executive Committee), Belinda Reid (First Choice Strata), Konika Topić (First Choice Strata)

Apologies: nil

I. INTRODUCTIONS AND ROLES AND RESPONSIBILITIES

The Executive Committee (EC) has received a copy of the Strata Management Agreement which outlines First Choice Strata (FCS) responsibilities.

Belinda and Konika are the main contacts for the EC – Konika is the contact for strata items, such as house rules, financials and day-to-day queries. Belinda is the contact for facilities items such as contractors and reporting of urgent maintenance items. Belinda is also the lead on the current defects/legal matter.

Mikaela looks after admin and reception. Lisa is the contracted bookkeeper. Randall assists Belinda with facilities.

FCS and EC will usually meet four times a year but we may need to meet more frequently in the near future due to the legal/defects matter.

II. GOVERNANCE

FCS and EC will monitor agreed governance arrangements and responsibilities, and will adapt arrangements as our relationship and needs develop.

KT and KB will work closely on meeting logistics – adjusting responsibilities as the relationship matures.

FCS applies the Common Seal to documents relating to contracts of sale etc. without referring to EC. All other uses of the Common Seal are discussed with EC to determine authority and signatories for other uses.

III. FINANCIAL ORIENTATION

Lisa, the FCS bookkeeper, provides EC with monthly financial reports and will provide EC with an overview of how she runs the financials in the near future.

FCS will provide EC with a proposed 'white list' of standard invoices they seek advance approval to pay, such as utilities, contracted payment of gardeners and other regular payments, noting they will escalate any anomalies to EC before paying (e.g. spike in water bills due to broken pipe).

Currently, any two EC members can approve invoices – this can be adjusted to suit the EC requirements – for discussion at a future meeting.

The intersection of FCS financial team and EC Treasurer responsibilities to be discussed at the next meeting.

FCS manages all payments on behalf of the Owners Corporation and are the authorised signatories for the bank account (Macquarie Bank).

Engagement of the auditor agreed to at the AGM is underway – quotes have been requested and will be provided to the EC for review.

The EC need to advise if they wish FCS to request a third quote.

IV. 2024 LEVIES

We have received some of the levies that were due in early December. Three owners have requested payment plans to date.

Further discussion on levies to be held over to meeting with entire Executive Committee (EC) on Tuesday 17 December 2024 (noting a proposal for amended budget and levies was sent to FCS for consideration, and copied to EC. on 11 December).

V. CHAMBERS RUSSELL LAWYERS (CRL) – EXECUTION OF DEEDS OF ASSIGNMENT

As the signed and sealed copy of these Deeds are required urgently, approval from the EC for FCS to sign and apply the Common Seal to the Deeds of Assignment will be sought via email this evening and the motions will be passed in the meeting with entire Executive Committee on Tuesday 17 December 2024. Note, agreed by majority on 10 December 2024.

VI. LANNOCK FINANCE

FCS will enquire if Lannock Finance representatives are available for a short meeting with available EC members later this week to answer any queries we may have, as we need to execute the loan agreement urgently if we wish to draw down on the loan before Christmas

Further Lannock discussions to be held over to meeting with entire EC on Tuesday 17 December 2024.

VII. 2025 ANNUAL GENERAL MEETING / 2024 AGM MINUTES

2024 AGM minutes have been circulated.

April 2025 AGM discussions to be held over to meeting with entire EC on Tuesday 17 December 2024.

VIII. OTHER CONTRACTUAL ARRANGEMENTS IN PLACE

Held over to another meeting or to be discussed out of session.

IX. COMMUNICATIONS AND COMMUNITY WALL

FCS has advised the Wall is used to post notices to owners, and FCS does not engage in responding to owner posts. The EC will monitor and respond or escalate to FCS if needed on a case-by-case basis.

Only FCS can post to the Community Wall, so if EC would like their EC-only meeting minutes published, we will send them to FCS for uploading.

X. CONFLICTS OF INTEREST, COMMISSIONS EARNED

FCS confirmed, as also noted in the AGM Minutes, it does not receive any incentives from any contractors, suppliers or other arrangements, other than commission received on the insurance policy which has been disclosed in the Strata Management Agreement.

XI. MAKE SAFE REQUESTS

Discussion on outstanding requests, in particular U32 (14 Narrambla Tce) statements at AGM to be held over to meeting with entire EC on Tuesday 17 December 2024, where Chambers Russell Lawyers will hopefully also be able to attend and advise.

XII. RUBBISH REMOVAL ARRANGEMENTS

Held over to another meeting or to be discussed out of session.

XIII. OTHER BUSINESS

The repairs to the gate where the water mains controls have only been partially repaired – there is a hinge missing and the gate has no padlock and is not secured – KB to send pictures to BR to follow up with the contractor – invoice not to be paid until issue sorted.

Oil disposal and other 'housekeeping' communications to be held over to another meeting or to be discussed out of session.

Procedures, if they apply, for new residents will be held over for future discussion.


XIV. CLOSE AND NEXT MEETING

An additional meeting with Lannock Finance and any available EC members will be requested towards the end of this week to provide EC the opportunity to ask any outstanding questions.

A meeting with the entire EC, and hopefully CRL, is planned for Tuesday 17 December 2024.

The meeting closed 5:35pm.

 **Location:** MS Teams

 **Date:** Tuesday
10/12/24

 **Time:** 4:30 PM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4662 [insert number]

A2 General meeting

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

16 October 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
16 October 2024	Refer to attached.

A4 Owners corporation declaration

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



30 October 2024

.....[insert date of affixing of seal]

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



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 *What is a reduced quorum decision?*

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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).

Nest 3 2024 Annual General Meeting
Notice of Reduced Quorum Decisions

Date: 16 October 2024

Venue: Zoom

Time: 5:30 – 8:20 pm

Please note full meeting minutes will be provided within 28 days of the meeting.

ELECTION OF CHAIRPERSON

J McKinnon of Unit 27 was elected as Chairperson of the Meeting and noted that K Elphick would be administrating the meeting.

Quorum Status:

As a standard quorum was not present the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3 Part 3.1 Section 3.11 of the Unit Titles (Management) Act 2011.

All decisions made at the meeting will take effect after 28 days as per Reduced Quorum rules.

1. NOTIFICATION OF PROXIES, APOLOGIES AND ABSENTEE VOTES

Present:

Units 2, 7, 13, 14, 17, 23, 24, 26, 32, 36 and 37

First Choice Strata:

K Topic and B Read

Chambers Russell Lawyers:

D Russell and E Stanley

Proxies:

Unit 11 In Favour of J Runjajic

Absentee Votes and Apologies:

Nil

2. DEFECT AND LEGAL ISSUES

Further details on the discussion surrounding this item will be provided with the full meeting minutes.

Building Defects Claim

Motion 1 (Ordinary Resolution): The owners corporation RESOLVES to engage Chambers Russell Lawyers in accordance with its legal services agreement dated 26 September 2023 and the further estimates of 22 November 2023 to provide legal advice and services with respect to building defects in the common property and units of the parcel.

Motion Carried



Motion 2 (Ordinary Resolution): The owners corporation RESOLVES to appoint its strata managing agent and (separately) the members of its executive committee (acting by majority of their number), to provide instructions to Chambers Russell Lawyers from time to time.

Motion Carried

Motion 3 (Ordinary Resolution): The owners corporation RESOLVES to approve, subject to legal advice, the commencement of legal proceedings against parties that may be liable to the owners corporation in respect of building defects in the common property and units of the parcel, or the joinder of such parties to existing proceedings, from time to time.

Motion Carried

Motion 4 (Ordinary Resolution): The owners corporation RESOLVES to exercise its functions in section 27 of the *Unit Titles (Management) Act 2011* to include in the legal action for the rectification of structural defects of the kind referred to in subsection 27 (1) of that Act in the property of unit owners, on the basis that those unit owners could have taken such action, and have not done so within a reasonable time after those structural defects became known.

Motion Carried

Motion 5 (Ordinary Resolution): The owners corporation RESOLVES to instruct Chambers Russell Lawyers, in connection with the conduct and preparation of legal proceedings carried on by them in respect of building defects in the common property and units of the parcel, to take all steps as may in their view be necessary or advantageous from time to time to prosecute those proceedings to finality, without limitation including engaging, briefing and liaising with expert witnesses to properly evidence, particularise and quantify the owners corporation's claims in those proceedings, and engaging barristers to assist with the preparation and conduct of the owners corporation's case, unless subsequently instructed otherwise.

Motion Carried

General, Waterproofing, Structural, and Façade Report

Motion 6 (Ordinary Resolution): The owners corporation RESOLVES to engage Proact Group in accordance with option 3 of its fee proposal dated 9 February 2024 for \$35,130.00 plus GST to undertake a non-invasive inspection of 29 units and all common areas in the units plan and provide a litigation compliant report in respect of structural, façade, waterproofing and general building defects.

Motion Carried

Fire and Life Safety Report

Motion 7 (Ordinary Resolution): The owners corporation RESOLVES to engage EBS in accordance with stage 1b of its fee proposal dated 12 March 2024 for \$32,527.00 plus GST to undertake a non-invasive inspection of 19 units and all common areas in the units plan and provide a litigation compliant report in respect of fire and life safety defects.

Motion 8 (Ordinary Resolution): The owners corporation RESOLVES to engage Liquid Hydraulics in accordance with option 2 of its fee proposal dated 18 January 2024 for \$39,050.00 plus GST to undertake a non-invasive inspection of 19 units and all common areas in the units plan and provide a litigation compliant report in respect of hydraulic defects.

Motion Carried

Motion 9 (Ordinary Resolution): The owners corporation RESOLVES to engage Proact Group in accordance with option 3 of its fee proposal dated 15 January 2024 for \$32,250.00 plus GST to



undertake a non-invasive inspection of 29 units and all common areas in the units plan and provide a litigation compliant report in respect of façade, waterproofing and general building defects.

Motion Failed

Mechanical Ventilation Report

Motion 10 (Ordinary Resolution): The owners corporation RESOLVES to engage Engineered Environments in accordance with option 2 of its fee proposal dated 22 August 2024 for \$25,450.00 plus GST to undertake a non-invasive inspection of 10 units and all common areas and provide a litigation compliant report in respect of mechanical ventilation defects.

Motion Carried

3. LANNOCK STRATA FINANCE

Further details on the discussion surrounding this item will be provided with the full meeting minutes.

Motion 11 (Special Resolution): That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).

Motion Carried

Motion 12 (Special Resolution): That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):

- a) Any two members of the executive Committee; or
- b) The Strata Manager and one member of the Committee; or
- c) The Strata Manager alone

Motion Carried

Motion 13 (Special Resolution): That the Owners Corporation acknowledges the following things:

- a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
- b) the maximum amount of credit available under the Loan Contract is \$400,000.00 or such increased amount as approved by a subsequent General Meeting;
- c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
- d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
- e) a drawdown instruction may be signed by (strike out those which do not apply):
 - I. Any two members of the executive Committee; or
 - II. The Strata Manager and one member of the Committee; or
 - III. The Strata Manager alone.

Motion Carried

4. ADOPTION OF 2023 ANNUAL GENERAL MEETING MINUTES

K Topic noted that only owners who attended the meeting should vote on this motion and all other owners should abstain.

Motion 14 (Ordinary Resolution): That the minutes of the last Annual General Meeting, held on 19 July 2023 be confirmed as an accurate record of that meeting.

Motion Carried

5. FINANCIAL STATEMENTS

Further details on the discussion surrounding this item will be provided with the full meeting minutes.

Motion 15 (Ordinary Resolution): That an auditor be appointed in consultation with the Executive Committee to audit the financial statements for the period 23 April 2023 to 22 April 2024.

Motion Carried

Motion 16 (Ordinary Resolution): That the financial statements for the period 23 April 2023 to 22 April 2024 be accepted as presented pending the findings of the Auditor.

Motion Carried

6. INSURANCE RENEWAL

An owner requested that advice be sought from the broker as to if the cladding at the complex had been previously disclosed to the intro and what the added increase to the policy was, due to the cladding. K Topic advised that she raised this with the broker and would place the answer in the meeting minutes.

Secretarial Note – the below response was provided by BAC Brokers:

Disclosure

I am unable to comment on the exact disclosure provided by Vantage prior to our appointment, however I can confirm the insurer was aware there was cladding on the building.

BAC have also reinforced the disclosure with the insurers upon our appointment.

Premiums

Regarding premiums , generally speaking, insurers will provide premiums based on construction , fire protection, claims , amenities , occupants, and a number of other factors.

EPS or ACP cladding does normally increase the rating factor for insurers ; however, we are unable provide what those factors are as they are proprietary to the insurers.

As can be ascertained from our marketing , all alternate insurers did decline to quote due to various factors including the Cladding , claims and outstanding defects.

Motion 17 (Ordinary Resolution): That the incoming Executive Committee be authorised to place and adjust the insurance policies of the Owners Corporation in accordance with statutory requirements.

Motion Carried

7. MAINTENANCE ITEMS

The below items were noted as part of the meeting agenda:

- OH&S Review (Complex Wide)
- HSS (Height Safety Systems) inspection
- Pest Management Review
- Gardens - Tender for new Service Provider
- Private and Public Garden Areas – trimming of trees.



- Installation of bollards on grass verges
- Fire Safety Review

Dumping of hard Waste

B Read advised owners of steps being completed in relation to dumping of items and Further details on the discussion surrounding this item will be provided with the full meeting minutes.

8. FIRE SAFETY REVIEW

K Topic noted that in accordance with the Notifiable Instrument NI2023-528, the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 the Owners Corporation is required to place on the agenda the provision of a Fire Safety Review for any common property fire safety equipment for provision and compliance with National Construction Code fire safety requirements. No queries were raised in relation to this item.

9. ADMINISTRATIVE FUND BUDGET AND LEVY

Further details on the discussion surrounding this item will be provided with the full meeting minutes.

Motion 18 (Ordinary Resolution): That the proposed Administrative Fund budget of \$529,390.38 (**excluding** GST) for the period 23 April 2024 to 22 April 2025 be accepted.

Motion Carried

Motion 19 (Ordinary Resolution): That the Owners Corporation strike a general fund levy of \$265,367.44 (**including** GST) to be payable in two equal instalments in accordance with Unit Entitlements.

Motion Carried

Standard Levy Due Dates: 1 December 2024 and 1 March 2025.

Please note: We will endeavour to issue the standard levy notices at least 28 days prior to the due date. However, it is imperative that you plan and prepare your payments as the due dates will not change.

10. SINKING FUND BUDGET AND LEVY

K Topic advised that the Sinking Fund is used to cover the costs for repairing and replacing large capital items across Nest 3 such as driveways and building exteriors. Repairing and replacing capital items can be costly and that the Owners Corporations' annual contribution toward this fund reduces the likelihood of a special levy in the future.

Motion 20 (Ordinary Resolution): That the proposed Sinking Fund budget of \$22,349.09 (**excluding** GST) for the period 23 April 2024 to 22 April 2025 be accepted.

Motion Carried

Motion 21 (Ordinary Resolution): That the Owners Corporation strike a sinking fund levy of \$33,385.00 (**including** GST) to be payable in two equal instalments in accordance with Unit Entitlements.

Motion Carried

Standard Levy Due Dates: 1 December 2024 and 1 March 2025.



Please note: We will endeavour to issue the standard levy notices at least 28 days prior to the due date. However, it is imperative that you plan and prepare your payments as the due dates will not change.

10. ELECTION OF EXECUTIVE COMMITTEE

K Topic advised that the current Executive Committee were not seeking to re nominate for their positions, and that it is imperative for the running of the complex that a minimum of three nominations were received from the floor.

Motion 22 (Ordinary Resolution): That the Owners Corporation creates six Executive Committee Positions.

Motion Carried

The following members of the Owners Corporation were appointed to fill an Executive Committee position:

J Kingma (Unit 2), X P H Ireton (Unit 7), L Reimer (Unit 14), K Barker (Unit 23), G Howard (Unit 24) and M McMahan (Unit 37).

11. ADEQUACY OF AUTHORISATIONS, DELEGATION AND APPOINTMENTS

K Topic noted that in accordance with the Notifiable Instrument NI2023-528, the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 the Owners Corporation each year the Owners Corporation must consider the adequacy of authorisations, delegations, and appointments or contractors and personnel, which can be completed by the Executive Committee over the course of their term. No queries were raised in relation to this item.

Motion 23 (Ordinary Resolution): That the Executive Committee review the current authorities, delegations, and appointments and adjust them from time to time as appropriate.

Motion Carried

12. GENERAL BUSINESS

Executive Committee Meeting Minutes

An owner requested that all meeting minutes be placed on the Owners Portal.

With no further business the meeting closed at 8:20 pm

26/07/2023

J J L & K R Barker
63 Maribyrnong Ave
KALEEN ACT 2617

Dear Owner,

Minutes of Annual General Meeting
Units Plan 4662

Please find attached the minutes of the recent Annual General Meeting held on 19th July 2023.

Should you have any questions regarding the meeting minutes or supporting documents, please contact our office on 1800 878 728.

Kind Regards,

Prinka Dhingra
Strata Manager
prinka.dhingra@vantagestrata.com.au

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 4662

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 19 July 2023

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
19 July 2023	See attached minutes

A4 Owners corporation declaration

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



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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4662
'NEST'
Toorale St & Narrambla Terrace, LAWSON, ACT, 2617**

Venue: 'Teams' Meeting, <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting>, See Meeting Id / Passcode in agenda, Lawson, ACT, 2617

Date: Wednesday, 19 July 2023

Time: 05:30 PM

Present:

T Chester	(Lot 11)
T Griffith	(Lot 13)
D Tiedman	(Lot 27)
M McDonough	(Lot 31)

Chairperson: T Chester

Additional Attendees: P Dhingra, Vantage Strata
A Atique, Vantage Strata

Apologies: J Mckinnon (Lot 27)

Proxies: None

Absentee Votes: None

Quorum: A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note: *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

CHAIRPERSON, PROXIES AND APOLOGIES

Item 1 :

It was confirmed T Chester (Lot 11) to chair the meeting and P Dhingra to facilitate the meeting. Apologies noted from J Mckinnon.

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

Passed by Simple Majority

INSURANCE

Motion 3 Special Resolution:

*It was **resolved by a special resolution** that the Owners Corporation authorise the Executive Committee, upon renewal of the existing insurance policy, to act on its behalf to:*

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

Passed by Simple Majority

Secretarial Note: The chair T Chester discussed in the meeting the likelihood of getting 3 months insurance extension while the executive committee works through the legal options around the defects that have been raised with TP Dynamics. The executive committee further sought clarification from Vantage around the duty of disclosure to the insurance companies. Vantage to confirm with the insurance broker about the duty of disclosures for the Committee. P Dhingra advised as an alternative, insurance can be renewed for either 6 months or 12 months. However, a 6-month renewal would not be cost-effective. Vantage to assess the feasibility of either going for a renewal or extension after Vantage gets an update about the cladding issue.

Action item: Vantage to confirm with the executive committee that the insurance brokers have been informed about the current status regarding the cladding and/or current defects identified.

FINANCES

Motion 4 Ordinary Resolution:

*It was **resolved** that the financial accounts for the period 24th of April 2022 to 23rd of April 2023 as presented be accepted.*

Passed by Simple Majority

ADMIN FUND EXPENDITURE BUDGET

Motion 5 Ordinary Resolution:

*It was **resolved** that the Administration Fund expenditure budget of \$72,953.34 plus GST for the period 24th of April 2023 to 23rd of April 2024 be adopted.*

Passed by Simple Majority

Secretarial Note : P Dhingra noted the current budget was proposed and agreed to with the executive committee a month earlier and therefore does not include the unprecedented cost around the roof and damages.

It was raised in the meeting that a hailstorm on 7 May, 2023 caused damages to the complex internally as well as externally. After the insurance claim was lodged an assessor that has been appointed by the insurance company advised the Committee that the internal damages would be rectified once all the external damages to the roof have been rectified. The quote the executive committee and Vantage have now is for \$62, 574.60. Vantage advised that due to the scope of works they would acquire one more quote for this rectification.

While the roof and the building are under warranty period, TP Dynamics have not responded to any of the defects that have been reported and raised with them. It was put to the executive committee that the roof repair could not be delayed while the issues with TP Dynamics were still being discussed. Therefore, the repair works may need to be undertaken with a special levy to be struck convened through a General Meeting to cover costs while we continue to recover the costs with TP Dynamics. P Dhingra confirmed these repair works have not been budgeted for. TP Dynamics have not replied to queries from Vantage despite regular follow-ups. The executive committee discussed proceeding seeking legal advice. The executive committee options suggested by Vantage were to start with a firmly worded letter to TP Dynamics and organize to meet with them, noting the executive committee will discuss this in the due course and direct Strata accordingly.

ADMIN FUND CONTRIBUTION

Motion 6 Ordinary Resolution:

That a contribution be determined to the Administration Fund equal to the sum of \$72,953.34 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 16th of August 2023, 16th of September 2023, 16th of January 2024 and 16th of April 2024.

Passed by Simple Majority

Secretarial Note: It was noted the first instalment of the levy contribution date has been changed from 16th June 2023 to 16th 2023 August to ensure that the levy year for the unit plan remains unchanged. The AGM was held within the legislative timeframe, noting that it is common for the levy year to change every year to avoid the dates of payment due, close together.

LEGAL ADVICE

Motion 7 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the Executive Committee to seek legal advice in regard to the cladding and defect issues associated with UP 4662 and further authorise that an amount of \$10,000 (ten thousand dollars) be included in the budget to cover said legal expenses.*

It is noted that if the initial quotation for legal advice exceeds \$10 000, a General Meeting will be convened to discuss options with all owners.

Passed by Simple Majority

SINKING FUND CONTRIBUTION

Motion 8 Ordinary Resolution:

It was resolved that the Sinking Fund Report dated 1st of July 2019 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$29,368.00 plus GST.

That a contribution of \$29,368.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 24th of April 2023 to 23rd of April 2024 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 16th of August 2023, 16th of September 2023, 16th of January 2024 and 16th of April 2024.

Sinking Fund Report

Dated: 1st of July 2019
Prepared By: QIA Group Pty Ltd
Date To Be Reviewed: 1st of July 2024

Passed by Simple Majority

MAINTENANCE PLAN (Review)

Motion 9 Ordinary Resolution:

That the Owners Corporation review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.

Passed by Simple Majority

FIRE SAFETY REVIEW

Item 10 :

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2020 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Please be advised UP 4662 has no fire assets onsite therefore an Annual Fire Safety Certificate has not been provided.

CONTRACTS AND SERVICE AGREEMENTS

Motion 11 Ordinary Resolution:

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

Passed by Simple Majority

EXECUTIVE COMMITTEE (Election)

Motion 12 Ordinary Resolution:

*It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.*

Passed by Simple Majority

T Chester	(Lot 11)
T Griffith	(Lot 13)
J Mckinnon	(Lot 27)
M McDonough	(Lot 31)

TERMINATION OF STRATA MANAGEMENT COMPANY

Motion 13 Ordinary Resolution:

*It was **resolved** that the Owners Corporation of Units Plan 4662 terminates the services of Vantage Strata as Strata Managing Agents.*

STRATA MANAGEMENT AGENCY AGREEMENT

Motion 14 Ordinary Resolution:

That in accordance with Section 50 of the Unit Titles (Management) Act 2011 the Owners Corporation of Units Plan 4662:

- 1. Appoint First Choice Strata as Strata Managing Agent for a period of two (2) years.*
- 2. The Owners Corporation delegate to the Agent all of its functions as per the agreement (other than those prohibited by the Act).*
- 3. The delegation is subject to the condition and limitations set out in the Agreement; and*
- 4. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement as determined at this meeting.*

Passed by Simple Majority

Secretarial Note: Since the meeting proceeded with a Reduced Quorum, Decisions made under a reduced quorum take effect 28 days after the meeting, during which time those decisions can be overturned by way of a petition signed by a majority of members. Official handover to First Choice Strata would occur on 1st September confirmed by P Dhingra, while the handover process will commence from 28 days of the meeting and P Dhingra to keep the Committee updated during the handover process until the official handover.

GENERAL BUSINESS

Item 15 :

Roof repairs: Only one quote was received for roof repair. Vantage confirmed national roof care is yet to send the quote, however as confirmed by P Dhingra there will be fees involved to acquire the quote in this instance. As the previous quote's initial quoting fee was covered by the insurer.

Gutter Cleaning: P Dhingra confirmed the quote has been received for gutter cleaning and waiting for Committee's approval as it was not budgeted and is an unprecedented expense.

Leaking Awning: A committee member raised a building-wide issue with a leaking awning due to insufficient flashing. TP Dynamics have been reached out to regarding this and the requests to repair have not been responded to.

Bollard Installation: Bollard protecting the electrical cabinet and has fallen and needs to be replaced. Further bollards are to be installed to stop residents and visitors from parking in the nature strip around the driveway. As the nature strip is not part of the property and falls within Government property previous manager have put through a request to the ACT Government to seek approval. P Dhingra to investigate the progress of the request.

Action item: Vantage to investigate action from the previous strata manager in regard to bollards being installed around the driveway complex.

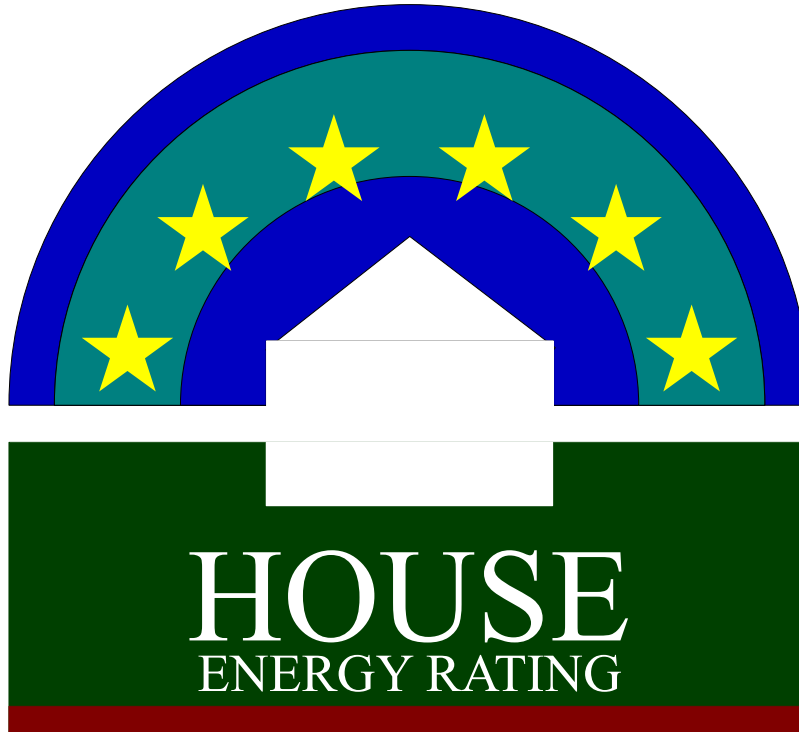
MEETING CLOSURE

There being no further business the meeting formally closed at **06:44 PM**.

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 25 POINTS**

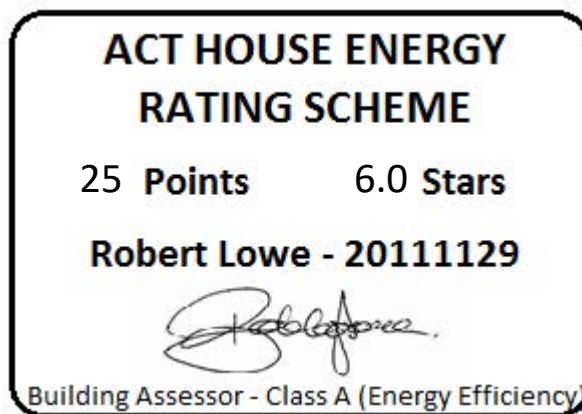
Name: La Vita & Rose

Ref No: 69839

House Title: Unit 34 Block 2 Section 39 LAWSON

Date: 01-05-2026

Address: 10 Narrambla Terrace, Lawson ACT 2617



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR			AVERAGE				GOOD			V. GOOD	
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	25	<input type="text"/>										
Potential	30	<input type="text"/>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

5

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	25	★★★★★★
-----------------------	-----------	---------------

Largest windows in the dwelling;

Direction : NNW

Area : 13 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North West	21	★★★★★★
2. North	28	★★★★★★
3. North East	28	★★★★★★
4. East	24	★★★★★★
5. South East	22	★★★★★★
6. South	23	★★★★★★
7. South West	21	★★★★★★
8. West	19	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 34 Block 2 Section 39 LAWSON, 10 Narrambla Terrace, Lawson ACT 2617,

Assessor's Name:

Net Conditioned Floor Area: 137.0 m²

				Points		
Feature				Winter	Summer	Total
CEILING				14	0	14
Surface Area:	6	Insulation:	9			
WALL				0	-1	-2
Surface Area:	-1	Insulation:	3	Mass:	-4	
FLOOR				8	-2	6
Surface Area:	3	Insulation:	3	Mass:	0	
AIR LEAKAGE (Percentage of score shown for each element)				5	0	5
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	40 %			
Exhaust Fans	30 %	Doors	14 %			
Down Lights	0 %	Gaps (around frames)	16 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				6	-12	-6
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
SSE	5	4%	-5	3	-2	-4
NNW	13	10%	-13	21	-11	-2
Total	18	13%	-17	24	-12	-6

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

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

				Winter	Summer	Total
RATING	★★★★★★			33	-16	25*
SCORE				33	-16	25*

* includes 8 points from Area Adjustment

Detailed House Data

House Details

ClientName La Vita & Rose
HouseTitle Unit 34 Block 2 Section 39 LAWSON
StreetAddress 10 Narrambra Terrace, Lawson ACT 2617
FileCreated 01-05-2026
Comments

Climate Details

State
Town
Postcode 0
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	6.0m ²
2	Suspended Slab	NA	Yes	No	No	Float Timb		
						R0.5		6.0m ²
3	Suspended Slab	Enclosed	No	No	No	Tiles	R0.5	3.0m ²
4	Suspended Slab	Enclosed	No	No	No	Float Timb		
						R0.5		40.0m ²
5	Timber	NA	Yes	No	No	Carp	R0.0	41.0m ²
6	Timber	NA	Yes	No	No	Tiles	R0.0	8.0m ²
7	Timber	Open	No	No	No	Carp	R4.0	4.0m ²
8	Timber	NA	Yes	No	No	Tiles	R4.0	5.0m ²
9	Timber	NA	Yes	No	No	Carp	R4.0	30.0m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Concrete 100mm Int	No	R0.5	6.6m	3.4m
2	Concrete 100mm Int	No	R3.9	2.0m	3.4m
3	Concrete 100mm Int	Yes	R0.0	6.6m	3.4m
4	Brick Veneer	No	R2.0	4.4m	3.4m
5	Brick Veneer	No	R2.0	5.3m	2.4m
6	Framed: FC Sheet Clad	Yes	R2.0	10.0m	2.4m
7	Framed: FC Sheet Clad	Yes	R2.0	13.0m	3.4m
8	Weatherboard	No	R2.0	10.7m	2.7m
9	Framed: FC Sheet Clad	Yes	R0.0	24.1m	2.7m
10	Weatherboard	No	R2.0	11.1m	2.4m
11	Framed: FC Sheet Clad	Yes	R2.0	15.5m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R5.0	53.0m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	SSE	1.8m	0.9m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
2	NNW	2.1m	2.7m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	NNW	1.8m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	SSE	1.8m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	NNW	1.8m	0.6m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
6	NNW	1.8m	1.8m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
5	NNW	1.8m	0.6m	0.0m	0.0m	0.0m	0.0m	2.0m	1.0m	2.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location Suburban
 Is there More than One Storey ? Yes
 Is the Stairwell Separated by Doors ? No
 Is the Entry open to the Living Area ? Yes
 Is the Entry Door Weather Stripped ? Yes
 Area of Heavyweight Mass 0m²
 Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters 0
 Percentage of Windows Sealed 98%
 Windows - Average Gap Small
 External Doors - Average Gap Small
 Gaps & Cracks Sealed Yes

Insurance Certificates & Tax Invoice



TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Atree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Adelina La Vita & Jason Rose
10 Narrambla Terrace
LAWSON ACT 2617
AUSTRALIA

Invoice Date
28 Apr 2026

Invoice Number
INV-69839

ABN
33 600 397 466

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

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Energy Efficiency Report	1.00	348.26	10%	348.26
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 8 May 2026

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Adelina La Vita & Jason Rose
10 Narrambla Terrace
LAWSON ACT 2617
AUSTRALIA

Payment Date
28 Apr 2026

Sent Date
29 Apr 2026

ABN:
33 600 397 466

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

Total AUD paid	425.00
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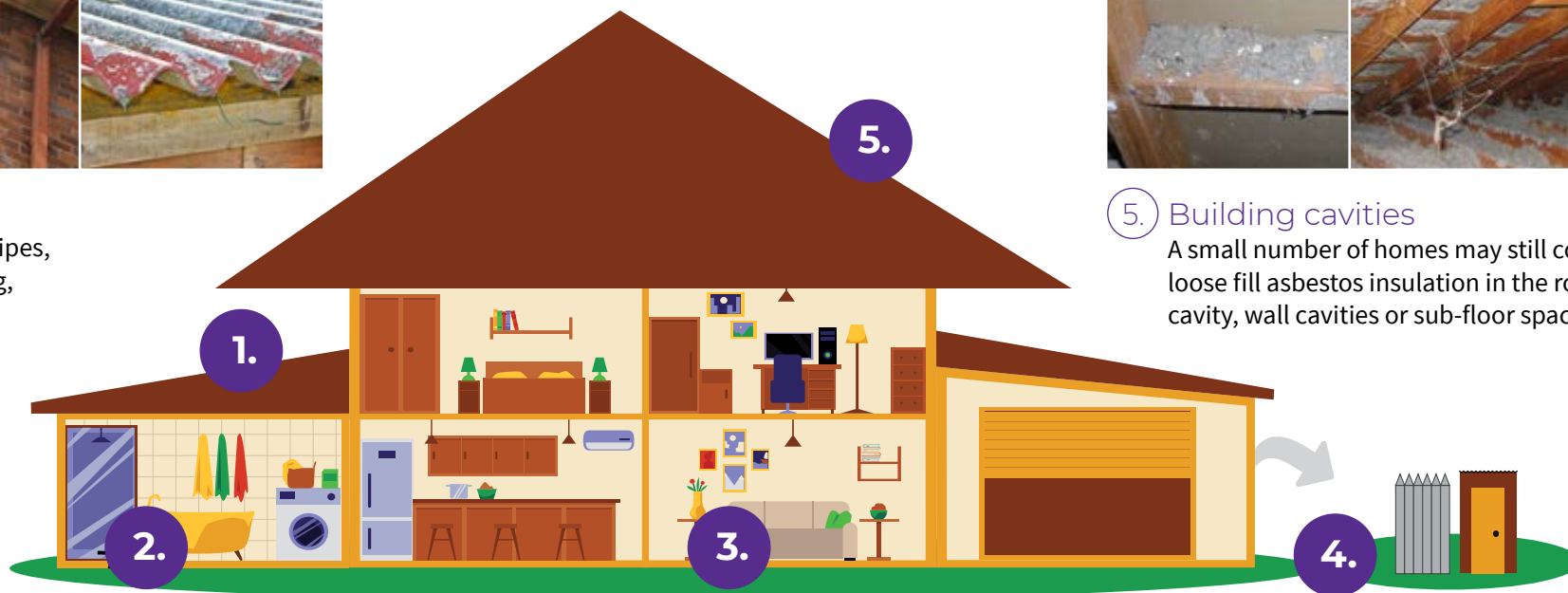
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
28 Apr 2026	INV-69839	Payment - INV-69839 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

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.

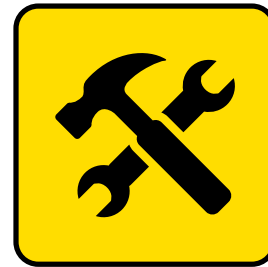
Asbestos materials become dangerous when:



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.