

Schedule

Land	The unexpired term of the Lease	Unit 62	UP No. 4338	Block 1	Section 42	Division/District Lawson
	and known as 62/15 Jumbuck Crescent, Lawson					
Seller	Full name	Arwinder Singh Bamra & Ravinder Bamra				
	ACN/ABN					
	Address	55 James Henty Drive, Dural, NSW 2158				
Seller Solicitor	Firm	Ammitoj Singh Legal				
	Email	ammitoj@aslegal.net.au				
	Phone	02 8622 4688	Ref AS:2026/168			
	DX/Address	GPO Box 1581, Canberra ACT 2601				
Stakeholder	Name	Hive Property Canberra Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	matt@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Matt Shipard			
	DX/Address	level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed Floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date of this contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Potential residential land?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Buyer required to make a withholding payment?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input checked="" 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	% per annum
Interest rate if the defaulting party is the Buyer	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller’s property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

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

25. Power of attorney

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

26. Notices claims and authorities

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

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

27. Unit title

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

28. Definitions and interpretation

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

29. Title to the Unit

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

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or
- 39.3.2 in any other case – not later than 14 days after the later of the following happens:
 - (a) the Buyer's copy of the Contract is received by the Buyer;
 - (b) another period agreed between the Buyer and Seller ends.

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 62 UP No. 4338
Block 1 Section 42 Lawson

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



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

5. Building cavities
 A small number of homes may still
 have loose fill asbestos insulation in the
 cavity, wall cavities or sub-floor spaces



1. Wet areas - bathroom, laundry and kitchen
 wall and ceiling panels, vinyl floor tiles, backing for wall tiles
 and splashbacks, hot water pipe insulation

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 wall and ceiling panels, carpet underlay,
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 A small number of homes may still
 have loose fill asbestos insulation in the
 cavity, wall cavities or sub-floor spaces

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:



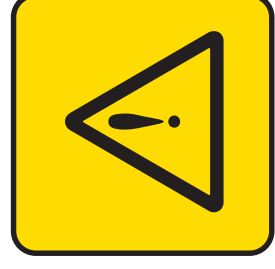
Broken or in poor condition



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

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

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

SPECIAL CONDITIONS

1. AMENDMENTS TO THE PRINTED TERMS

- 1.1. In printed terms clause 2.3, the words "electronic funds transfer" are added after the word "cheque".
- 1.2. In printed terms clause 2.6, the words "in cash (up to \$200)" are replaced with "by electronic funds transfer".
- 1.3. In printed terms clause 5.2, "7" is replaced with "14".
- 1.4. In printed terms clause 5.3, "14" is replaced with "7".
- 1.5. In printed terms clause 8.4, "Buyer solicitor" is replaced with "Seller Solicitor".
- 1.6. In printed terms clause 17.1.1 (a) "5%" is replaced with "\$1,000".
- 1.7. In printed terms clause 17.1.2 (a) "5%" is replaced with "\$1,000".
- 1.8. The relevant interest for printed term clause 22.1.1 is "0%"
- 1.9. The relevant interest for printed term clause 22.1.2 is "10%"
- 1.10. In printed terms clause 22.1.3, the words "party not at fault" is replaced by "the seller"
- 1.11. The relevant amount for clause 22.1.3 is "\$660".

2. CONDITION OF THE PROPERTY

- 2.1. The buyer agrees to accept the property and any improvements or goods at the property in its present condition and state of repair.
- 2.2. Unless otherwise specified in this contract, the seller is not required to make any repairs or improvements to the property after the date of this contract.
- 2.3. The buyer must not delay completion, make any objections, requisitions or claims in relation to the condition of the property or any goods at the property.

3. REPRESENTATION

- 3.1. The buyer agrees that they have conducted their own enquiries and that they do not rely on any representations, statements or warranties made by any person except as provided in this contract.
- 3.2. The buyer acknowledges that this contract comprises the entirety of their agreement in relation to the purchase of this property.

4. KEYS

- 4.1. The seller must provide the buyer with keys to obtain access to the property.
- 4.2. The seller shall provide to the buyer all keys to the property in possession of the seller.
- 4.3. The buyer must not make claims, objections or requisitions in relation to the availability of any other keys.

5. REAL ESTATE AGENT

- 5.1. The buyer warrants that they have not been introduced to the Seller or the property by any real estate agent other than the Seller's agent as listed on the Schedule of this contract.
- 5.2. The buyer agrees to indemnify the seller from any claims for commission, damages, compensation or any other costs arising as a result of the buyer being introduced to the property or the Seller by any real estate agent other than the Seller's agent as listed on the Schedule of this contract.
- 5.3. This clause will not merge on completion.

6. DEATH OR MENTAL INCAPACITY

- 6.1. If either the buyer or the seller dies or if either of them become mentally incapable in any way such that they do not have capacity to complete the contract, either party may by written notice rescind the contract. If such a notice is provided detailing the

incapacity, clause 21 of the Printed Terms will apply.

7. ADJUSTMENTS

- 7.1. If Completion does not occur on or before the date of completion as noted in the Schedule as a result of buyer's default, the buyer will be liable for all land charges including but not limited to general rates, water rates, land tax, body corporate levies from the date of completion as per the schedule notwithstanding anything in clause 8 of the printed terms.
- 7.2. The seller will be entitled to all Income in relation to the subject premises up to and including completion.

8. INCONSISTENCY

- 8.1. In the event of an inconsistency between these special conditions and the printed terms, these special conditions will prevail, and the printed terms will be deemed void to the extent of the inconsistency.

9. ERROR

- 9.1. If there are any errors in relation to the adjustments or otherwise in relation to payment of monies, both parties agree that once identified, the parties will do everything necessary to rectify all such errors.
- 9.2. Any outstanding monies as a result of the error will be deemed as a debt owed to the other party.
- 9.3. This clause will not merge at completion.

10. REQUIRED DOCUMENTS

- 10.1. The buyer agrees that they have received all required documents from the seller as a part of this contract.
- 10.2. The buyer must not make any requisitions, objections, claim for compensation or delay completion as a result of any information or lack of information in the required documents.

11. DEFT PAYMENTS

- 11.1. This clause is applicable if the buyer elects to use DEFT Auction pay platform to pay the deposit.
- 11.2. If the monies are not received in the stakeholder's account within one business day from the date of this contract, the buyer will be in breach of this contract and the seller may without notice choose to terminate the contract and clause 19 will apply.
- 11.3. A delay in exercising the right to terminate the contract as per Special condition 11.2 does not in any way affect the seller's right to terminate the contract at a later stage.
- 11.4. Until the Seller chooses to terminate the contract or waive their right to terminate, the contract will remain on foot.
- 11.5. The right to terminate under Special condition 11.2 can only be waived in writing.

12. DEPOSIT BOND

- 12.1. Subject to Special conditions 12.2 & 12.3 below, the delivery of a Deposit bond or Bank guarantee upon or before making this contract to the Seller's solicitor or Seller's Agent, shall to the extent of the amount guaranteed under the guarantee be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- 12.2. The buyer must pay the amount stated on the guarantee or the deposit bond to the seller at completion of this contract or at a time stipulated in this contract.
- 12.3. If the Seller serves on the buyer a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the bank under the bank guarantee or deposit bond, the buyer shall forthwith pay the deposit or so much thereof as has not already been paid to the Stakeholder as stated in this contract.

- 12.4. The seller acknowledges that payment by the bank under the bank guarantee or by the provider under the deposit bond, shall to the extent of the amount paid, be in satisfaction of the buyer's obligation to pay the deposit under Special condition 12.3 above.
- 12.5. If the contract is not completed before the expiration of the term of the bank guarantee or the deposit bond, the buyer must provide to the sellers no later than three (3) days before the expiration date, a new bank guarantee or deposit bond as replacement. The obligation of the buyer to produce the replacement bank guarantee or deposit bond and the time for production of the replacement bank guarantee or deposit bond will be of essence of this contract, and if the buyer fails to do so, the seller may terminate the contract.

13. NO CAVEAT

- 13.1. The buyer must not lodge a caveat on the title of this property prior to completion of this contract. This is an essential term of this contract.
- 13.2. The buyer hereby irrevocable appoints the seller and seller's nominated representative as Buyer's attorney to withdraw any caveat lodged on the title of this property in contravention of this clause.
- 13.3. The buyer must pay for any costs including but not limited to the Registration Fee, Seller's legal cost, Agent fee incurred as a result of contravention of Special condition 13.

14. DIRECTOR GUARANTEE

- 14.1. If the buyer is a corporate entity, the directors of the buyer must execute and complete the directors guarantee attached to this contract.
- 14.2. If at the date of this contract, the directors guarantee is not signed by the all the Directors of the buyer, the buyer is in default and the seller may without notice terminate the contract. Printed term 19 will apply.
- 14.3. This is an essential term of the contract.

ANNEXURE A – DIRECTORS GUARANTEE

I/We _____ (name of all Director/s)

of _____ (address/s)

agree as follows:

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

SIGNED, SEALED AND DELIVERED by the Buyer’s Director/s in the presence of

Signature of Buyer’s Director

Signature of Witness

Name of Buyer’s Director

Name of Witness

Signature of Buyer’s Director

Signature of Witness

Name of Buyer’s Director

Name of Witness

1 SHUTDOWN PERIOD – ACT

1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 1.1.

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

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

WHO means the World Health Organisation.

1.2 Shutdown period

In this clause 1 **Shutdown Period** means any day:

1.2.1 when any of the following is closed:

1.2.1.1 the ACT Law Society settlements room;

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

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

1.2.1.4 the place of business of the Seller's solicitor;

1.2.1.5 the place of business of the Buyer's solicitor;

1.2.1.6 the ACT Land Titles Office; or

1.2.1.7 the ACT Revenue Office,
in accordance with any direction by a Government Department or Authority or company policy; or

1.2.2 when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2.1 due to being Isolated,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

1.3 Notice of closure

1.3.1 Either party to this Contract may invoke this clause 1 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

1.3.2 Either party may notify the other party of the end of the Shutdown Period.

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

1.4 Completion Extended

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

1.5 Extension of Notice to Complete

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

1.6 Extension of other notice

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

1.7 Payment of damages

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

CHRISTMAS SHUTDOWN SPECIAL CONDITIONS

1. In the event that Date of Completion falls within the period commencing Monday 21st December 2026 (inclusive) and ending Tuesday 12th January 2027 (inclusive) (Christmas Shutdown Period), the date of Completion is extended to Wednesday 13th January 2027 (Resumption Date).
2. If a party is served with a Notice during the Christmas Shutdown period, the Notice is deemed to be served on the Resumption Date.
3. If a Date to complete the contract under a Notice to complete falls during the Christmas Shutdown period, it is deemed to be extended to the Resumption Date.
4. No damages under clause 22 will be payable during the Christmas Shutdown Period.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Lawson Section 42 Block 1 on Deposited Plan 11291 with 76 units on Unit Plan 4338

Unit 62 (Class A) entitlement 100 of 10000, 3 subsidiaries

Lease commenced on 15/06/2017, terminating on 31/08/2114

Proprietor

Arwinder Singh Bamra

55 James Henty Drive Dural NSW 2158

Ravinder Bamra

55 James Henty Drive Dural NSW 2158

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
03/12/2018	2188298	Mortgage to Commonwealth Bank of Australia

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
200916325	Development Application	01/02/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/03/2010

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.

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
200916010	Development Application	17/11/2009	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/03/2010

Description

Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

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
201528262	Development Application	11/09/2015	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	14/01/2016

Description

MULTI DWELLING-76 UNIT DEVELOPMENT. Proposed construction of 76 residential units to be made up of 1, 2 & 3 bedroom units, basement parking and associated works.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201223011	Development Application	07/02/2013	MERIT TRACK - MAJOR NOTIFICATION	APPROVED	22/03/2013

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).

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Lawson Section 42 Block 1 on Deposited Plan 11291 with 76 units on Unit Plan 4338

Lease commenced on 15/06/2017, terminating on 31/08/2114

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4338

David Bowditch ACT Strata Management Services PO, Box 3208 Weston ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
12/10/2018	2179141	Application to Note Special Resolution
12/10/2018	2179142	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.

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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.

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Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

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2179142

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR


Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000


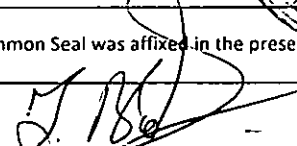
TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2279:30	LAWSON	42	1	4338

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




Article 4- Erections & Alterations

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) A Copy of the House Rules	The Common Seal of the Owners Units Plan: 4338 ABN 88 451 677 895 was affixed in the presence of an authorised person. 

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature 	Signature 
Full Name (Block Letters) DANIEL LESKOVEC	Full Name (Block Letters) TREVOR BLOOD
Address 5 LYONS PLACE LYONS ACT 2606	Address 5 LYONS PLACE LYONS ACT 2606
Office Held BODY CORPORATE MANAGER	Office Held BODY CORPORATE MANAGER

OFFICE USE ONLY

Lodged by 	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by 		
Registered by 	Registration Date	12 OCT 2018

The Owners of the Units Plan No 4338 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on 19 June 2018 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 4 Erections & Alterations

It was resolved to by Special Resolution that Default Rule 4 be amended to;

(1) A unit Owner may erect or alter any structure in or on the unit or the common property only;

(a) in accordance with an ordinary resolution by the Executive Committee

Carried by Special Resolution.



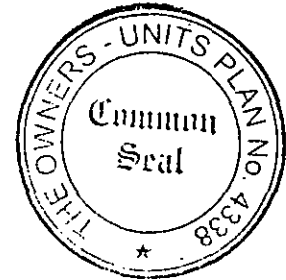
**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE OWNERS UNITS PLAN No. 4338
Held Tuesday 19 June 2018**

At Meeting Room 2 Belconnen Community Centre, BELCONNEN, ACT

The meeting commenced at 6.00pm.

Present

Mr C He & Ms R Liu	Unit 9
Ms M Blyth (proxy)	Unit 11
Mr J Smith	Unit 12
Ms J Browne	Unit 13
Mr A and Mr J Hansard	Unit 16
Mr T Gavenlock	Unit 22
Mr R Wong	Unit 23
Ms A Winnie	Unit 26
Mr M Alexander	Unit 33
Mr T Hartley	Unit 40
Mr C Dietzel	Unit 41
Mr A Hahn & Ms F Maggioni	Unit 43
Mr V Kakkerla	Unit 63
Ms P Williams	Unit 72
Mr J Sullivan	Unit 74



Daniel Leskovec - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out under the Unit Titles Management Act 2011, Schedule 3, Part 3.1 Section 3.9 (2).

Election of Chairperson

Nominations were called for a chairperson. It was resolved that Mr A Hansard be elected chairperson for the meeting. Carried

Proxies

It was resolved that the following proxies be accepted:

Mr N Blyth	Unit 11	F/O	Ms M Blyth
Ms L Olang'o	Unit 53	F/O	The Chairperson
Mr H Li	Unit 58	F/O	The Chairperson
Mr D Flanagan	Unit 73	F/O	The Chairperson

Carried.

Absentee Votes

It was resolved that the following absentee votes be accepted:

Mr H Ehsan	Unit 7	No Dissent Noted
Ms J Kuster	Unit 21	No Dissent Noted

Carried.

Apologies

Mr J Palmani Unit 66

Minutes of the Previous Annual General Meeting

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

Carried.

Matters Arising from the Minutes of the Previous Meeting.

Garage Pedestrian Door: The Manager advised that the lock on the Pedestrian Door of the garage still did not appear to be fixed and that this has been raised with ArtHomes.

Signs for driveway turn: The signs for the driveway turn enabling access to the basement garage and individual garages in the driveway had not yet been installed due to budget constraints and the Manager wishing to confirm what style of sign owners wanted. The Manager will arrange quotes for this work to be provided to the Executive Committee for further consideration and approval.

Amend Balcony Rules: The meeting discussed the rule put in place at the Inaugural Meeting of the Body Corporate prohibiting clothes from being aired on the balconies of the units. It was resolved that this be amended to state that Clotheshorses and small drying frames may be placed on the balcony but no fixed clotheslines are to be installed and articles of clothing are not to be draped over the balcony frame. Carried.

Financial Report

Motion 2: It was resolved that the financial statements for the period 01/06/17 to 31/05/18 be accepted as presented. Carried.

Insurance

The Manager discussed the details of the Body Corporate insurance and provided examples of what events could be covered under the insurance. The manager also advised the meeting of several options with regards to amending the building sum insured at the time of the insurance policy renewal.

Motion 3a: It was resolved that the existing building insurance cover held by the Owners Corporation be renewed as recommended by MGA Insurance Brokers. The building sum insured to be increased by 3% upon renewal. Carried.

The Manager also advised that the standard practice regarding excess payment on claims is that for any insurance claims the excess is to be paid by the unit owner making the claim unless due to a failing of the Common Property or a neighbouring unit. While this is a standard practice it is advisable that the articles of the complex be amended to formalise this arrangement.

Motion 3b – Special Resolution: It was resolved by Special Resolution that the following rule be added to the articles of the Body Corporate: That any excess payable on an Owners Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related, unless due to a failing of the Common Property or a neighbouring Unit. Carried by Special Resolution (All in favour).

Management Agreement

Motion 4: It was resolved that the Owners Corporation reappoint ACT Strata Management Services as per the Management Agreement circulated with the meeting notice. Carried.

Expenditure Budget

The Manager explained that given the previous years expenditure and possible future maintenance of the complex this budget had been developed to resolve the current deficit, cover the expected upcoming costs and complete additional works that may be required. Should all go as planned this will bring the complex into some surplus and this can be used in future towards completing additional tasks and reducing levies where possible.

Motion 5: It was resolved that the proposed Expenditure Budget of \$61 880 for the period 01/06/18 to 31/05/19 be accepted. Carried.

Levies

Motion 6a: It was resolved that the Corporation strike an Administration Fund levy of \$62 000 for the period 01/06/18 to 31/05/19, to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid half yearly in advance. Carried.

Motion 6b: It was resolved that the Corporation strike a Sinking Fund levy of \$3 000 for the period 01/06/18 to 31/05/19, to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid half yearly in advance.

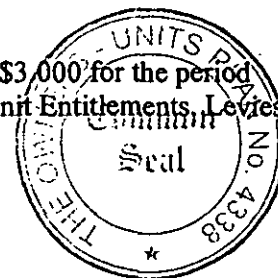
Levy Due Dates 30/06/18 and 15/12/18

Executive Committee

It was resolved that the following members would form the Executive Committee for the ensuing year: Ms E Taber, Mr A Hansard, Mr T Gavenlock, Mr R Wong, Mr M Alexander, Mr A Hahn and Mr J Sullivan. Carried.

General Business

Motion 7 – Amendment to Default Rule 4 – Special Resolution: The Manager raised Default Rule 4 of the Unit Titles (Management) Act 2011 was not amended at the First Annual General Meeting, as a result it still required that a General Meeting be called for any Alterations or Erections request and this would bring additional time and costs to all owners. Given the nature and size of the complex it was suggested that the Executive Committee be empowered to provide approval on these requests.



It was resolved that Default Rule 4 be amended to: A unit owner may erect or alter any structure in or on the unit or common property only in accordance with an ordinary resolution by the Executive Committee. Carried by Special Resolution (All in favour).

Motion 8 – Alterations and Erections Request Unit 63: The Owner of Units 63 submitted a request seeking approval for the installation of a gate in their courtyard wall.

It was resolved that approval be provided subject to the following conditions:

- 1) That the installation is to take place as per the information provided with the notice of the Annual General Meeting. Any changes will require additional approval to be sought before they are installed.
- 2) The installation is to be completed by a suitably qualified tradesperson.
- 3) All costs associated with the installation and future maintenance is to be born by the unit owners.
- 4) All Trade waste is to be removed from the complex by the tradespeople completing the work, it is not to be disposed of in the complex bins.

Carried (No Dissent Noted).

Sinking Fund Report: The Manager discussed the Sinking Fund and the requirement for the complex to have a Sinking Fund Plan and how this plan is to be used. It was resolved that a Sinking Fund report be obtained. Carried.

Smoking: Smoking in the complex was discussed with Mr Hansard advising that smoking by neighbouring units had created issues for his tenants. These concerns were echoed by other owners. Currently Smoking is not permitted on the Common Property however it is allowed within the units and* any subsidiaries such as balconies and courtyards. The idea of creating a complex wide ban on smoking was discussed however at present it was agreed that in the event that smoke is causing discomfort to other residents this should be raised via the Body Corporate Manager and care and consideration for other residents be taken. Should the issue continue it will be reconsidered at the next AGM.

It was noted that a number of smokers have either been leaving butts on the ground and in garden beds near their units or throwing/dropping them in other courtyards. The Manager to send a letter to the complex to address this.

Parking: Ms Maggioni and other owners raised concerns regarding the parking on the road of Jumbuck Crescent as vehicles being parked on the road make it difficult to see oncoming traffic when exiting the complex. The Manager advised it would be best if residents log complaints via the Access Canberra – Fix My Street online form as if multiple residents submit requests/complaints it presents a larger issue for rectification to Access Canberra. The Manager to send a letter to residents raising the safety concerns of parking in this area in the hope of resolving the issue until a decision is made by Access Canberra.

Heating Vents: Owners present at the meeting advised that there appears to be a common issue with the heating vents throughout the units as the heating does not appear to be very effective. One owner advised that on inspection the vents did not appear to be attached properly and was heating the roof space they were located in. Once the vents were properly attached the room heated up nicely. As this issue is affecting the majority of owners present the manager to request that ArtHomes arrange an inspection and fix of the vents and that a letter be sent to owners and residents so that they are aware of the issue and can notify ArtHomes for attendance.

Bin Room Lights: Ms Maggioni asked if a sensor could be installed in the bin rooms so that the lights there are not running 24/7. The Manager to obtain a quote for this work to be forwarded to the Executive Committee for further consideration and approval.

Extra Recycling Bin: Mr Hahn asked if it was possible to request additional recycling bins and collections for the complex to ease the amount of recycling currently being piled in the bins. The Manager advised this is possible and he would submit a request to Access Canberra via ACTNOWaste. There is an additional cost for this which will be advised by ACTNOWaste on receipt of the service request, this will be provided to the Executive Committee for further consideration and approval.

Pets: The Manager sought to clarify the pets policy of the complex as at the First AGM a number of pets were approved but the approval process was unclear. Under the Unit Titles (Management) Act 2011, pets can only be kept with Body Corporate approval and there is a standard pet application form and procedure available.

The Manager advised that the application process does not permit the unreasonable with holding of approvals, but it does provide details on expectations and requirements for pet owners and provides the Body Corporate with the ability to take recourse in the event that an animal creates a nuisance.



It was resolved that all future pets will require Body Corporate approval via the Executive Committee in line with the requirements of the Unit Titles (Management) Act 2011. Carried.

There being no further business the meeting closed at 7.00pm.





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**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2279:30	LAWSON	42	1	4338

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

Article 13- Insurance Excess

SUPPORTING DOCUMENTATION

(Please tick appropriate item – Original signed copy must be supplied)

- Sealed copy of Minutes of Meeting
- Sealed copy of Resolution/Motion
- Other (specify) A Copy of the House Rules

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

The Common Seal of the Owners Units Plan: 4338
ABN 88 451 677 895 was affixed in the presence of an
authorised person.



EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature	Signature
Full Name (Block Letters) DANIEL LESKOVEC	Full Name (Block Letters) TREVOR BLOOD
Address 5 LYONS PLACE LYONS ACT 2606	Address 5 LYONS PLACE LYONS ACT 2606
Office Held BODY CORPORATE MANAGER	Office Held BODY CORPORATE MANAGER

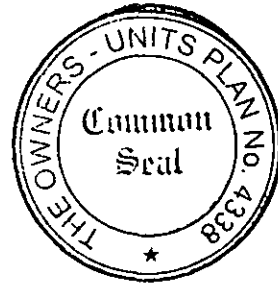
OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		12 OCT 2018
Registered by	Registration Date	

The Owners of the Units Plan No 4338 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 19 June 2018 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 13 Insurance Excess



Resolved to add the following Article:

“That any excess payable on an Owner’s Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the failing of the Owners Corporation’s common property, then the excess is the responsibility of the Owners Corporation.

Carried by Special Resolution (no dissent noted)

**MINUTES OF THE ANNUAL GENERAL MEETING
FOR THE OWNERS UNITS PLAN No. 4338**

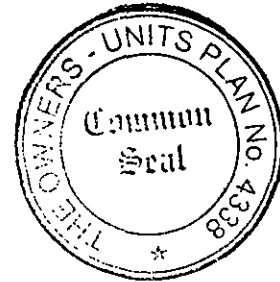
Held Tuesday 19 June 2018

At Meeting Room 2 Belconnen Community Centre, BELCONNEN, ACT

The meeting commenced at 6.00pm.

Present

Mr C He & Ms R Liu	Unit 9
Ms M Blyth (proxy)	Unit 11
Mr J Smith	Unit 12
Ms J Browne	Unit 13
Mr A and Mr J Hansard	Unit 16
Mr T Gavenlock	Unit 22
Mr R Wong	Unit 23
Ms A Winnie	Unit 26
Mr M Alexander	Unit 33
Mr T Hartley	Unit 40
Mr C Dietzel	Unit 41
Mr A Hahn & Ms F Maggioni	Unit 43
Mr V Kakkerla	Unit 63
Ms P Williams	Unit 72
Mr J Sullivan	Unit 74



Daniel Leskovec - A.C.T. Strata Management Services

It was noted that a quorum was not present and the meeting would continue as set out under the Unit Titles Management Act 2011, Schedule 3, Part 3.1 Section 3.9 (2).

Election of Chairperson

Nominations were called for a chairperson. It was resolved that Mr A Hansard be elected chairperson for the meeting. Carried

Proxies

It was resolved that the following proxies be accepted:

Mr N Blyth	Unit 11	F/O	Ms M Blyth
Ms L Olang'o	Unit 53	F/O	The Chairperson
Mr H Li	Unit 58	F/O	The Chairperson
Mr D Flanagan	Unit 73	F/O	The Chairperson

Carried.

Absentee Votes

It was resolved that the following absentee votes be accepted:

Mr H Ehsan	Unit 7	No Dissent Noted
Ms J Kuster	Unit 21	No Dissent Noted

Carried.

Apologies

Mr J Palmani Unit 66

Minutes of the Previous Annual General Meeting

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

Carried.

Matters Arising from the Minutes of the Previous Meeting.

Garage Pedestrian Door: The Manager advised that the lock on the Pedestrian Door of the garage still did not appear to be fixed and that this has been raised with ArtHomes.

Signs for driveway turn: The signs for the driveway turn enabling access to the basement garage and individual garages in the driveway had not yet been installed due to budget constraints and the Manager wishing to confirm what style of sign owners wanted. The Manager will arrange quotes for this work to be provided to the Executive Committee for further consideration and approval.

Amend Balcony Rules: The meeting discussed the rule put in place at the Inaugural Meeting of the Body Corporate prohibiting clothes from being aired on the balconies of the units. It was resolved that this be amended to state that Clotheshorses and small drying frames may be placed on the balcony but no fixed clotheslines are to be installed and articles of clothing are not to be draped over the balcony frame. Carried.

Financial Report

Motion 2: It was resolved that the financial statements for the period 01/06/17 to 31/05/18 be accepted as presented. Carried.

Insurance

The Manager discussed the details of the Body Corporate insurance and provided examples of what events could be covered under the insurance. The manager also advised the meeting of several options with regards to amending the building sum insured at the time of the insurance policy renewal.

Motion 3a: It was resolved that the existing building insurance cover held by the Owners Corporation be renewed as recommended by MGA Insurance Brokers. The building sum insured to be increased by 3% upon renewal. Carried.

The Manager also advised that the standard practice regarding excess payment on claims is that for any insurance claims the excess is to be paid by the unit owner making the claim unless due to a failing of the Common Property or a neighbouring unit. While this is a standard practice it is advisable that the articles of the complex be amended to formalise this arrangement.

Motion 3b – Special Resolution: It was resolved by Special Resolution that the following rule be added to the articles of the Body Corporate: That any excess payable on an Owners Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related, unless due to a failing of the Common Property or a neighbouring Unit. Carried by Special Resolution (All in favour).

Management Agreement

Motion 4: It was resolved that the Owners Corporation reappoint ACT Strata Management Services as per the Management Agreement circulated with the meeting notice. Carried.

Expenditure Budget

The Manager explained that given the previous years expenditure and possible future maintenance of the complex this budget had been developed to resolve the current deficit, cover the expected upcoming costs and complete additional works that may be required. Should all go as planned this will bring the complex into some surplus and this can be used in future towards completing additional tasks and reducing levies where possible.

Motion 5: It was resolved that the proposed Expenditure Budget of \$61 880 for the period 01/06/18 to 31/05/19 be accepted. Carried.

Levies

Motion 6a: It was resolved that the Corporation strike an Administration Fund levy of \$62 000 for the period 01/06/18 to 31/05/19, to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid half yearly in advance. Carried.

Motion 6b: It was resolved that the Corporation strike a Sinking Fund levy of \$3 000 for the period 01/06/18 to 31/05/19, to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid half yearly in advance.

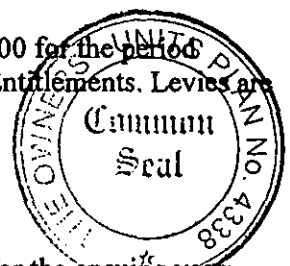
Levy Due Dates 30/06/18 and 15/12/18

Executive Committee

It was resolved that the following members would form the Executive Committee for the ensuing year: Ms E Taber, Mr A Hansard, Mr T Gavenlock, Mr R Wong, Mr M Alexander, Mr A Hahn and Mr J Sullivan. Carried.

General Business

Motion 7 – Amendment to Default Rule 4 – Special Resolution: The Manager raised Default Rule 4 of the Unit Titles (Management) Act 2011 was not amended at the First Annual General Meeting, as a result it still required that a General Meeting be called for any Alterations or Erections request and this would bring additional time and costs to all owners. Given the nature and size of the complex it was suggested that the Executive Committee be empowered to provide approval on these requests.



It was resolved that Default Rule 4 be amended to: A unit owner may erect or alter any structure in or on the unit or common property only in accordance with an ordinary resolution by the Executive Committee. Carried by Special Resolution (All in favour).

Motion 8 – Alterations and Erections Request Unit 63: The Owner of Units 63 submitted a request seeking approval for the installation of a gate in their courtyard wall.

It was resolved that approval be provided subject to the following conditions:

- 1) That the installation is to take place as per the information provided with the notice of the Annual General Meeting. Any changes will require additional approval to be sought before they are installed.
- 2) The installation is to be completed by a suitably qualified tradesperson.
- 3) All costs associated with the installation and future maintenance is to be born by the unit owners.
- 4) All Trade waste is to be removed from the complex by the tradespeople completing the work, it is not to be disposed of in the complex bins.

Carried (No Dissent Noted).

Sinking Fund Report: The Manager discussed the Sinking Fund and the requirement for the complex to have a Sinking Fund Plan and how this plan is to be used. It was resolved that a Sinking Fund report be obtained. Carried.

Smoking: Smoking in the complex was discussed with Mr Hansard advising that smoking by neighbouring units had created issues for his tenants. These concerns were echoed by other owners. Currently Smoking is not permitted on the Common Property however it is allowed within the units and any subsidiaries such as balconies and courtyards. The idea of creating a complex wide ban on smoking was discussed however at present it was agreed that in the event that smoke is causing discomfort to other residents this should be raised via the Body Corporate Manager and care and consideration for other residents be taken. Should the issue continue it will be reconsidered at the next AGM.

It was noted that a number of smokers have either been leaving butts on the ground and in garden beds near their units or throwing/dropping them in other courtyards. The Manager to send a letter to the complex to address this.

Parking: Ms Maggioni and other owners raised concerns regarding the parking on the road of Jumbuck Crescent as vehicles being parked on the road make it difficult to see oncoming traffic when exiting the complex. The Manager advised it would be best if residents log complaints via the Access Canberra – Fix My Street online form as if multiple residents submit requests/complaints it presents a larger issue for rectification to Access Canberra. The Manager to send a letter to residents raising the safety concerns of parking in this area in the hope of resolving the issue until a decision is made by Access Canberra.

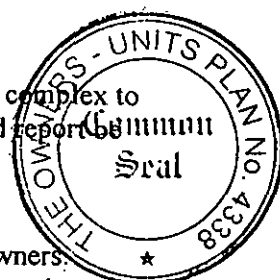
Heating Vents: Owners present at the meeting advised that there appears to be a common issue with the heating vents throughout the units as the heating does not appear to be very effective. One owner advised that on inspection the vents did not appear to be attached properly and was heating the roof space they were located in. Once the vents were properly attached the room heated up nicely. As this issue is affecting the majority of owners present the manager to request that ArtHomes arrange an inspection and fix of the vents and that a letter be sent to owners and residents so that they are aware of the issue and can notify ArtHomes for attendance.

Bin Room Lights: Ms Maggioni asked if a sensor could be installed in the bin rooms so that the lights there are not running 24/7. The Manager to obtain a quote for this work to be forwarded to the Executive Committee for further consideration and approval.

Extra Recycling Bin: Mr Hahn asked if it was possible to request additional recycling bins and collections for the complex to ease the amount of recycling currently being piled in the bins. The Manager advised this is possible and he would submit a request to Access Canberra via ACTNOWaste. There is an additional cost for this which will be advised by ACTNOWaste on receipt of the service request, this will be provided to the Executive Committee for further consideration and approval.

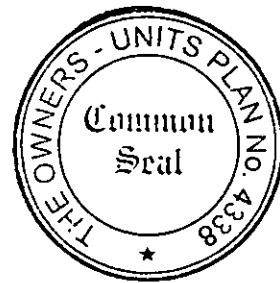
Pets: The Manager sought to clarify the pets policy of the complex as at the First AGM a number of pets were approved but the approval process was unclear. Under the Unit Titles (Management) Act 2011, pets can only be kept with Body Corporate approval and there is a standard pet application form and procedure available.

The Manager advised that the application process does not permit the unreasonable with holding of approvals, but it does provide details on expectations and requirements for pet owners and provides the Body Corporate with the ability to take recourse in the event that an animal creates a nuisance.



It was **resolved** that all future pets will require Body Corporate approval via the Executive Committee in line with the requirements of the Unit Titles (Management) Act 2011. **Carried.**

There being no further business the meeting closed at 7.00pm.



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

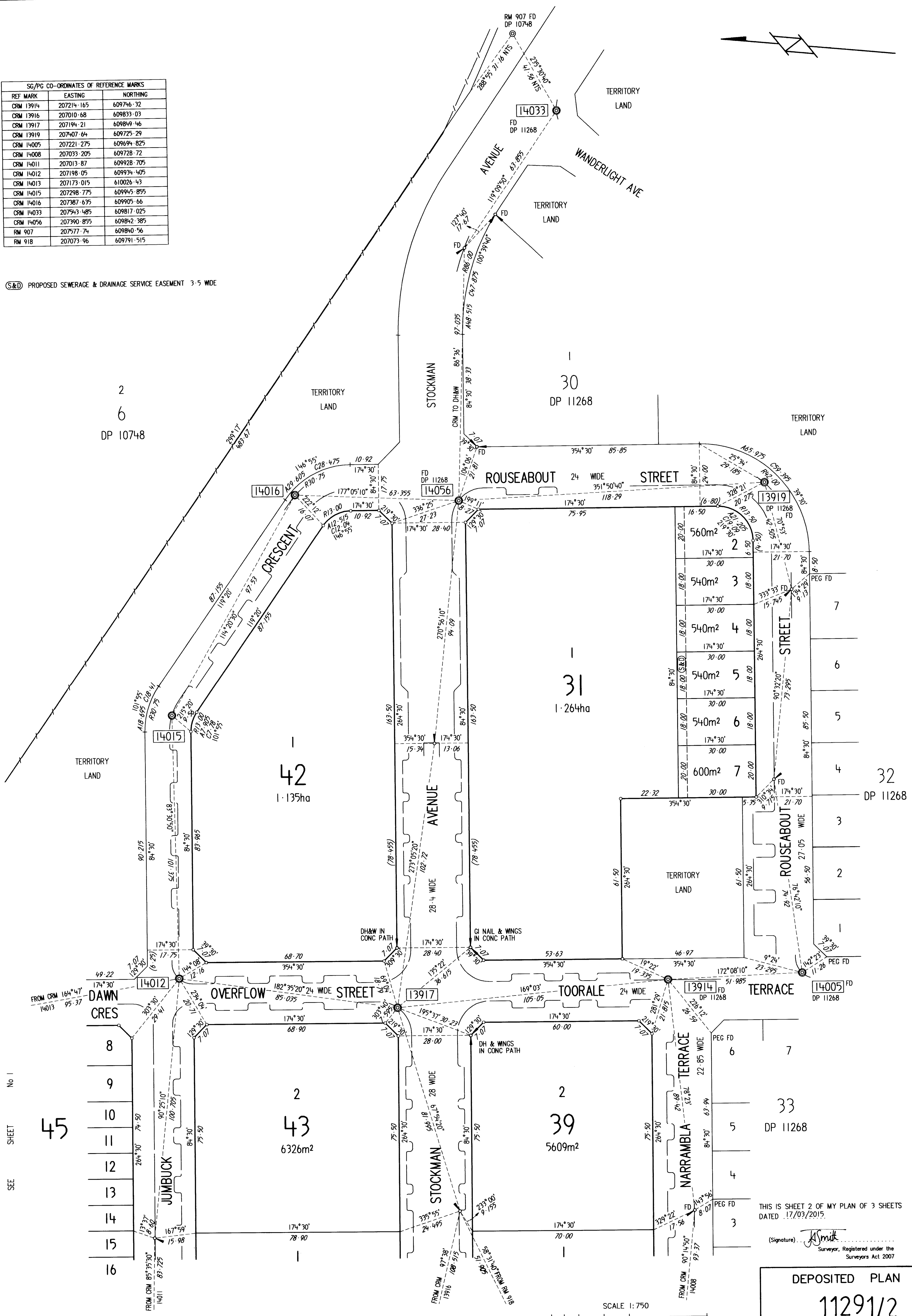
0 5 10 20 30 40 METRES

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

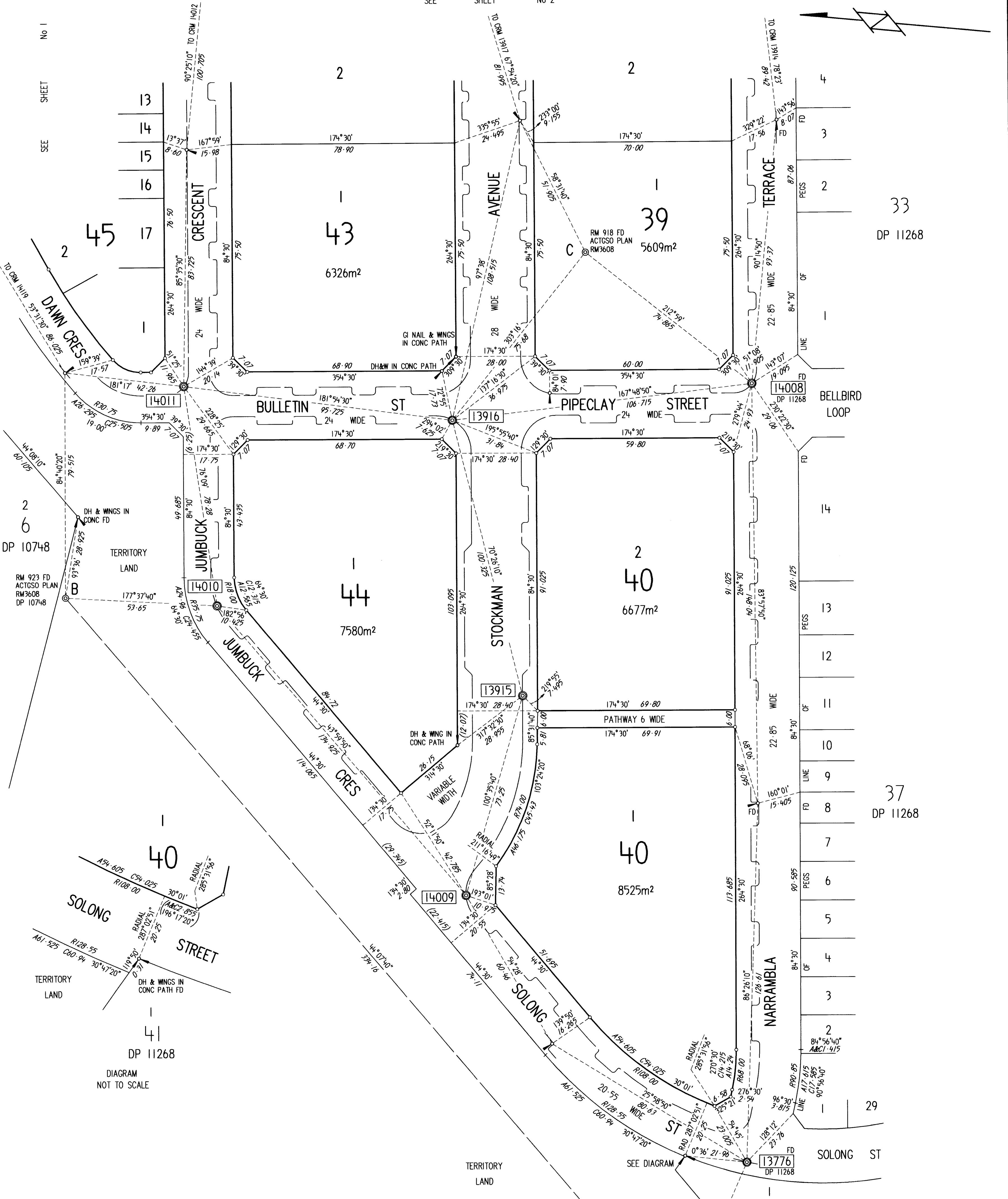
SEE SHEET No 3

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

DIAGRAM
NOT TO SCALE

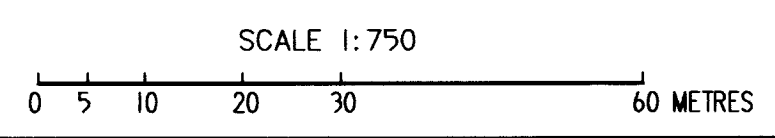
REF MARK	EASTING	NORTHING
CRM 13776	206759.625	609705.285
CRM 13914	207214.165	609746.32
CRM 13915	206916.15	609799.435
CRM 13916	207010.68	609833.03
CRM 13917	207194.21	609849.46
CRM 14008	207033.205	609728.72
CRM 14009	206844.145	609812.905
CRM 14010	206937.865	609909.965
CRM 14011	207013.87	609928.705
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 141°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

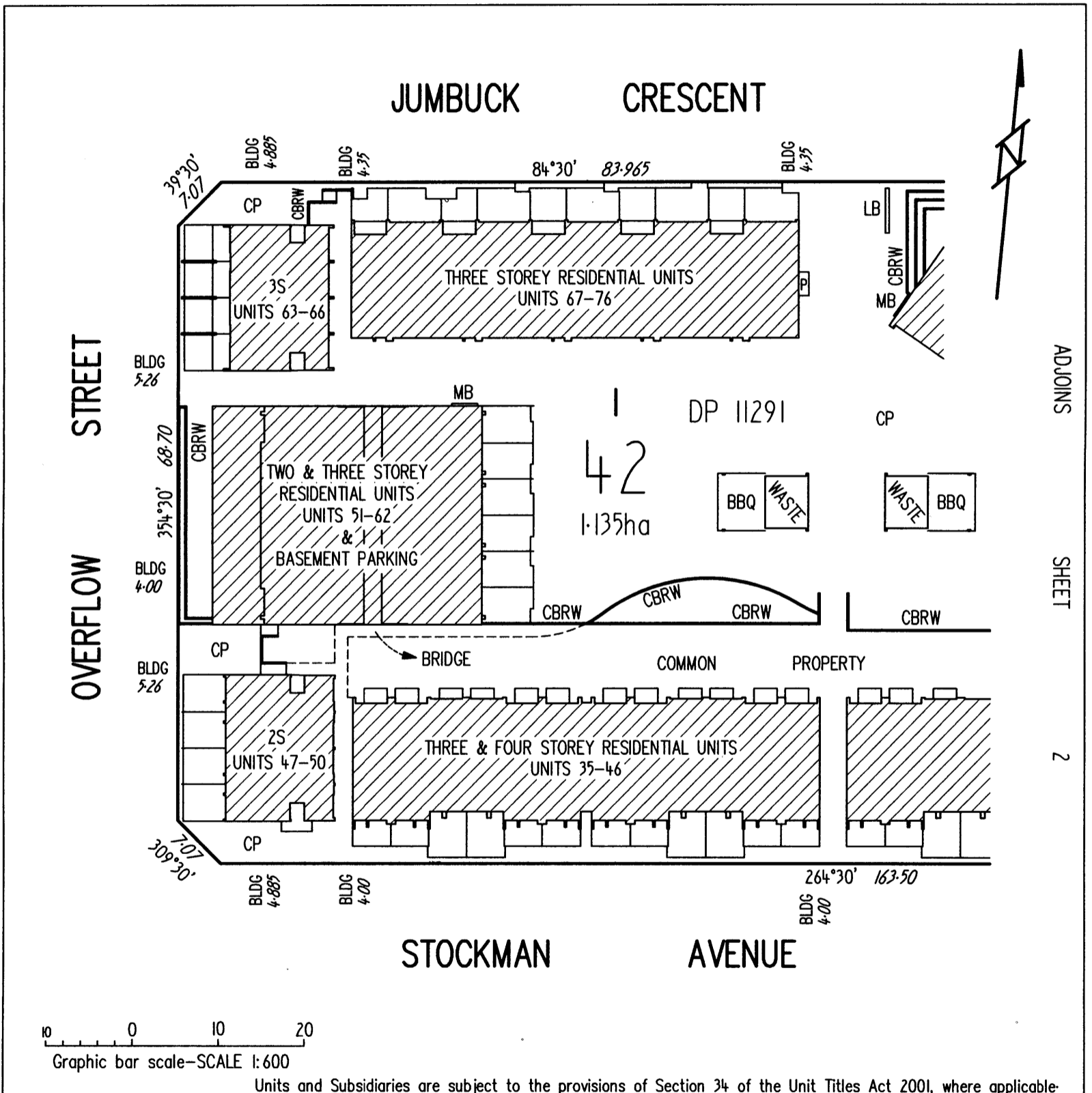
X20768/3

Form 088-SP

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
LAWSON	42	1	A	4338



<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO Registered Proprietor</p>	<p>ROBERT RICHARDS M & M SURVEYS PO Box 851, Mitchell ACT 2911 Ph.02 6241 0012 Email. admin@mmsurveys.com.au <i>Robert Richards</i> 15 May 2017 Registered Surveyor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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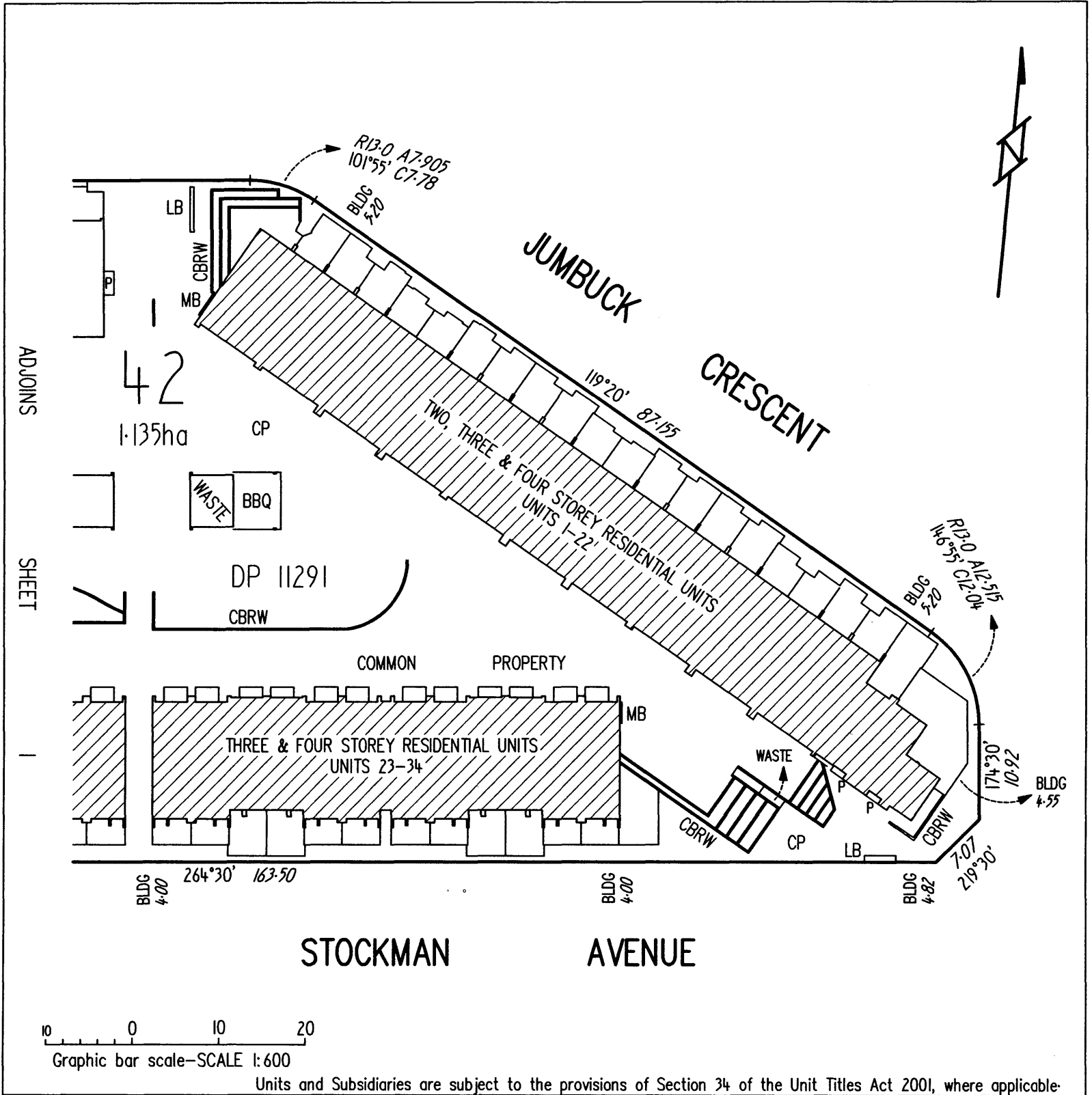
XUP 21208

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	42	I	A	4338



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

<p>Art Projects Five Pty Ltd Art[®] ACN 604053974 Sole Director ELISA ROŠO</p>	<p>ROBERT RICHARDS M & M SURVEYS PO Box 851, Mitchell ACT 2911 Ph.02 6241 0012 Email. admin@mmsurveys.com.au <i>Robert Richards</i> 15 May 2017 Registered Surveyor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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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
2198:21	LAWSON	42	1	11291	4338

NAME OF MANAGER / OWNERS CORPORATION

David Bowditch - ACT Strata Management Services

ADDRESS FOR SERVICE OF NOTICE

PO Box 3208 WESTON ACT 2611

SURVEYOR'S DECLARATION

I, **Robert Richards** of **M & M Surveys Pty Ltd**

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

- 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) – 15 May 2017
- 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.

- 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. |
|-----------------|---|

Robert Richards
Signature of Registered Surveyor 15 May 2017 Dated

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

Lyn Tankey
Lyn Tankey
Delegate of the Authority / Executive 7 June 2017 Dated

OFFICE USE ONLY

LODGED BY		REGISTERED BY	<i>[Signature]</i>
EXAMINED BY		REGISTRATION DATE	15 JUN 2017
DATA ENTERED BY	<i>TS</i>		

SUE

Form 078

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

District/Division	Section	Block
LAWSON	42	1

Unit Plan No
4338

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	138	1	2279	31
2	138	1	2279	32
3	138	1	2279	33
4	138	1	2279	34
5	143	2	2279	35
6	143	2	2279	36
7	138	1	2279	37
8	138	1	2279	38
9	138	1	2279	39
10	138	1	2279	40
11	143	2	2279	41
12	143	2	2279	42
13	138	1	2279	43
14	138	1	2279	44
15	138	1	2279	45
16	138	1	2279	46
17	143	2	2279	47
18	143	2	2279	48
19	138	1	2279	49
20	138	1	2279	50
21	86	3	2279	51
22	128	4	2279	52
23	143	4	2279	53
24	143	3	2279	54
25	132	3	2279	55
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
Executed by Art Projects Five Pty Ltd as Attorney for under Power of Attorney registered number 0139626 Art ACN 604053974			Volume	Folio
Signature of Lessee Sole Director ELISA ROSE			2279	30
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Seventh this day of June 2017 V Vally Lyn Tankey Delegate of the Authority/Executive			 David Snowden Registrar-General	 Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
LAWSON	42	1	4338

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	132	3	2279	56
27	143	3	2279	57
28	145	3	2279	58
29	145	3	2279	59
30	143	3	2279	60
31	132	3	2279	61
32	132	3	2279	62
33	143	3	2279	63
34	143	3	2279	64
35	143	3	2279	65
36	143	3	2279	66
37	132	3	2279	67
38	132	3	2279	68
39	143	3	2279	69
40	145	3	2279	70
41	145	3	2279	71
42	143	3	2279	72
43	132	3	2279	73
44	132	3	2279	74
45	143	3	2279	75
46	143	3	2279	76
47	105	5	2279	77
48	105	4	2279	78
49	105	4	2279	79
50	105	5	2279	80

Aggregate

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

Executed by **Art Projects Five Pty Ltd**
as Attorney for
under Power of Attorney registered number 0139626

Art ACN 604053974

Signature of Lessee

Sole Director ELISA ROSE

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

Dated **Seventh** this day of **June** 2017

Lyn Tankey

Delegate of the Authority/Executive

David Snowden

Registrar-General

Deputy Registrar-General





SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
LAWSON	42	1

Unit Plan No
4338

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	100	3	2279	81
52	100	3	2279	82
53	130	4	2279	83
54	100	3	2279	84
55	130	4	2279	85
56	100	3	2279	86
57	130	4	2279	87
58	100	3	2279	88
59	130	4	2279	89
60	100	3	2279	90
61	100	3	2279	91
62	100	3	2279	92
63	131	6	2279	93
64	131	5	2279	94
65	131	5	2279	95
66	131	6	2279	96
67	131	6	2279	97
68	145	1	2279	98
69	131	6	2279	99
70	145	1	2279	100
71	131	6	2280	1
72	145	1	2280	2
73	131	6	2280	3
74	145	1	2280	4
75	131	6	2280	5

Aggregate

Art Projects Five Pty Ltd

Executed by
as Attorney for
under Power of Attorney registered number 19470

ACN 604053974

Sole Director **ELISA ROSO**

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
2279	30

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

Dated **Seventh** this day of **June** 2017

Lyn Tankey
Lyn Tankey

Delegate of the Authority/Executive

David Snowden

David Snowden
Registrar-General



Deputy Registrar-General

Form 091-FP

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety



FLOOR PLAN

Division	Section	Block
LAWSON	42	1

UNITS PLAN No.
4338

LEGEND & NOTES

LEGEND

B DENOTES BALCONY
 W DENOTES FACE OF WALL IS SUBSIDIARY BOUNDARY
 CP DENOTES COMMON PROPERTY
 CS DENOTES ALLOCATED CAR SPACE 5.4x2.4 WITH AREA OF 12m² UNLESS SHOWN OTHERWISE
 SR DENOTES ALLOCATED STORE ROOM 2.4x1.03 WITH AREA OF 2m² UNLESS SHOWN OTHERWISE
 CY DENOTES COURTYARD
 LB DENOTES BRICK LETTERBOX
 P DENOTES PORCH
 Y DENOTES YARD
 ST DENOTES STAIRS
 LW DENOTES LIGHTWELL
 V DENOTES VOID
 MB DENOTES METER BOX
 2S DENOTES TWO STOREY RESIDENTIAL UNITS
 3S DENOTES THREE STOREY RESIDENTIAL UNITS
 CBRW DENOTES CONCRETE BLOCK RETAINING WALL
 DENOTES METAL FENCE
 DENOTES HIGH BRICK FENCE, WITH METAL PALING INFILL

NOTES

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

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

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

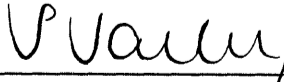
SUBSIDIARY BOUNDARIES & AREAS OF COURTYARDS HAVE BEEN DETERMINED WITH REFERENCE TO
 (i) CENTRELINE OF CONCRETE BLOCK WALLS UNLESS NOTED OTHERWISE
 (ii) METAL FENCING WHERE THERE ARE NO CONCRETE BLOCK WALLS UNLESS NOTED OTHERWISE

ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS & 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

LETTERBOXES, WASTE ENCLOSURES & BBQ AREAS ARE COMMON PROPERTY

Art Projects Five Pty Ltd
 Art ACN 604053974
 Sole Director **ELISA ROSO**
Registered Proprietor


 Lyn Tankey Delegate of the
 ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block
LAWSON	42	1

UNITS PLAN No.
4338

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER			SUBSIDIARIES											SUBSIDIARY TOTAL	
UNIT N°	SHEET N°	ADDRESS	CAR SPACE		STORE ROOM		COURTYARD		BALCONY		PORCH		YARD		
			SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°		SHEET N°
1	14,22,31	1/15 JUMBUCK CRESCENT					1	22							1
2	14,22,31	2/15 JUMBUCK CRESCENT					1	22							1
3	14,22,31	3/15 JUMBUCK CRESCENT					1	22							1
4	14,22,31	4/15 JUMBUCK CRESCENT					1	22							1
5	14,22,31,37	5/15 JUMBUCK CRESCENT					1	22					2	14	2
6	14,22,31,37	6/15 JUMBUCK CRESCENT					1	22					2	14	2
7	14,22,31	7/15 JUMBUCK CRESCENT					1	22							1
8	14,22,31	8/15 JUMBUCK CRESCENT					1	22							1
9	14,23,31	9/15 JUMBUCK CRESCENT					1	23							1
10	14,23,31	10/15 JUMBUCK CRESCENT					1	23							1
11	14,23,31,37	11/15 JUMBUCK CRESCENT					1	23					2	14	2
12	15,23,32,37	12/15 JUMBUCK CRESCENT					1	23					2	15	2
13	15,23,32	13/15 JUMBUCK CRESCENT					1	23							1
14	15,23,32	14/15 JUMBUCK CRESCENT					1	23							1
15	15,23,32	15/15 JUMBUCK CRESCENT					1	23							1
16	15,23,32	16/15 JUMBUCK CRESCENT					1	23							1
17	15,24,32,38	17/15 JUMBUCK CRESCENT					1	24					2	15	2
18	15,24,32,38	18/15 JUMBUCK CRESCENT					1	24					2	15	2
19	15,24,32	19/15 JUMBUCK CRESCENT					1	24							1
20	15,24,32	20/15 JUMBUCK CRESCENT					1	24							1
21	24,32	21/76 STOCKMAN AVENUE	1	15			2	24			3	24			3
22	24,32	22/76 STOCKMAN AVENUE	1,2	15			3	24			4	24			4
23	19,28,36,41	23/76 STOCKMAN AVENUE					1,2	28	3	28			4	19	4
24	19,28,36,41	24/76 STOCKMAN AVENUE					1	28	2	28			3	19	3
25	19,28,36	25/76 STOCKMAN AVENUE					1	28	2	28			3	19	3
26	19,28,36	26/76 STOCKMAN AVENUE					1	28	2	28			3	19	3

Art Projects Five Pty Ltd
Art ACN 604053974
Sole Director **ELISA ROSO**
Registered Proprietor

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

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

UNIT & SUBSIDIARY INDEX

UNIT IDENTIFIER			SUBSIDIARIES												SUBSIDIARY TOTAL
UNIT N°	SHEET N°	ADDRESS	CAR SPACE		STORE ROOM		COURTYARD		BALCONY		PORCH		YARD		
			SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
27	19,28,36,41	27/76 STOCKMAN AVENUE					1	28	2	28			3	19	3
28	19,28,36,41	28/76 STOCKMAN AVENUE					1	28	2	28			3	19	3
29	19,28,36,41	29/76 STOCKMAN AVENUE					1	28	2	28			3	19	3
30	19,28,36,41	30/76 STOCKMAN AVENUE					1	28	2	28			3	19	3
31	19,28,36	31/76 STOCKMAN AVENUE					1	28	2	28			3	19	3
32	18,27,36	32/76 STOCKMAN AVENUE					1	27	2	27			3	18	3
33	18,27,35,40	33/76 STOCKMAN AVENUE					1	27	2	27			3	18	3
34	18,27,35,40	34/76 STOCKMAN AVENUE					1	27	2	27			3	18	3
35	18,27,35,40	35/76 STOCKMAN AVENUE					1	27	2	27			3	18	3
36	18,27,35,40	36/76 STOCKMAN AVENUE					1	27	2	27			3	18	3
37	18,27,35	37/76 STOCKMAN AVENUE					1	27	2	27			3	18	3
38	18,27,35	38/76 STOCKMAN AVENUE					1	27	2	27			3	18	3
39	18,27,35,40	39/76 STOCKMAN AVENUE					1	27	2	27			3	18	3
40	17,27,35,40	40/76 STOCKMAN AVENUE					1	27	2	27			3	17	3
41	17,26,34,39	41/76 STOCKMAN AVENUE					1	26	2	26			3	17	3
42	17,26,34,39	42/76 STOCKMAN AVENUE					1	26	2	26			3	17	3
43	17,26,34	43/76 STOCKMAN AVENUE					1	26	2	26			3	17	3
44	17,26,34	44/76 STOCKMAN AVENUE					1	26	2	26			3	17	3
45	17,26,34,39	45/76 STOCKMAN AVENUE					1	26	2	26			3	17	3
46	17,26,34,39	46/76 STOCKMAN AVENUE					1	26	2	26			3	17	3
47	26,34	47/15 JUMBUCK CRESCENT	1,2	16	3	16	4,5	26							5
48	26,34	48/15 JUMBUCK CRESCENT	1,2	16	3	16	4	26							4
49	26,34	49/15 JUMBUCK CRESCENT	1,2	16	3	16	4	26							4
50	26,34	50/15 JUMBUCK CRESCENT	1,2	16	3	16	4,5	26							5
51	25,33	51/15 JUMBUCK CRESCENT	2	21	1	16	3	25							3
52	25,33	52/15 JUMBUCK CRESCENT	2	21	1	16	3	25							3

<p>Art Projects Five Pty Ltd</p> <p>Art ACN 604053974</p> <p>Sole Director ELISA ROSO <small>Registered Proprietor</small></p>	<p><i>Lyn Tankey</i></p> <p>Lyn Tankey</p> <p>Delegate of the ACT Planning and Land Authority</p>
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OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

UNIT & SUBSIDIARY INDEX


UNIT IDENTIFIER			SUBSIDIARIES											SUBSIDIARY TOTAL	
UNIT N°	SHEET N°	ADDRESS	CAR SPACE		STORE ROOM		COURTYARD		BALCONY		PORCH		YARD		
			SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°		SHEET N°
53	25,33,39	53/15 JUMBUCK CRESCENT	1,2	16	3	16	4	25							4
54	25,33	54/15 JUMBUCK CRESCENT	2	21	1	16	3	25							3
55	25,33,39	55/15 JUMBUCK CRESCENT	1,2	16	3	16	4	25							4
56	25,33	56/15 JUMBUCK CRESCENT	2	21	1	16	3	25							3
57	25,33,39	57/15 JUMBUCK CRESCENT	1,2	16	3	16	4	25							4
58	25,33	58/15 JUMBUCK CRESCENT	2	21	1	16	3	25							3
59	25,33,39	59/15 JUMBUCK CRESCENT	1,2	16	3	16	4	25							4
60	25,33	60/15 JUMBUCK CRESCENT	2	21	1	16	3	25							3
61	25,33	61/15 JUMBUCK CRESCENT	2	21	1	16	3	25							3
62	25,33	62/15 JUMBUCK CRESCENT	2	21	1	16	3	25							3
63	12,20,29	63/15 JUMBUCK CRESCENT	1,2	16	3	16	4,6	12	5	20					6
64	12,20,29	64/15 JUMBUCK CRESCENT	1,2	16	3	16	4	12	5	20					5
65	12,20,29	65/15 JUMBUCK CRESCENT	1,2	16	3	16	4	12	5	20					5
66	12,20,29	66/15 JUMBUCK CRESCENT	1,2	16	3	16	4,6	12	5	20					6
67	12,20,29	67/15 JUMBUCK CRESCENT	1,2	16	3	16	4	12	5	20	6	20			6
68	12,20,29	68/15 JUMBUCK CRESCENT					1	12							1
69	12,20,29	69/15 JUMBUCK CRESCENT	1,2	16	3	16	4	12	5	20	6	20			6
70	13,21,30	70/15 JUMBUCK CRESCENT					1	13							1
71	13,21,30	71/15 JUMBUCK CRESCENT	1,2	16	3	16	4	13	5	21	6	21			6
72	13,21,30	72/15 JUMBUCK CRESCENT					1	13							1
73	13,21,30	73/15 JUMBUCK CRESCENT	1,2	16	3	16	4	13	5	21	6	21			6
74	13,21,30	74/15 JUMBUCK CRESCENT					1	13							1
75	13,21,30	75/15 JUMBUCK CRESCENT	1,2	16	3	16	4	13	5	21	6	21			6
76	13,21,30	76/15 JUMBUCK CRESCENT					1	13			2	21			2
TOTALS			45		25		81		33		8		30		222

Art Projects Five Pty Ltd

Art ACN 604053974

Sole Director ELISA ROSO

Registered Proprietor



Lyn Tankey

Delegate of the
ACT Planning and Land Authority

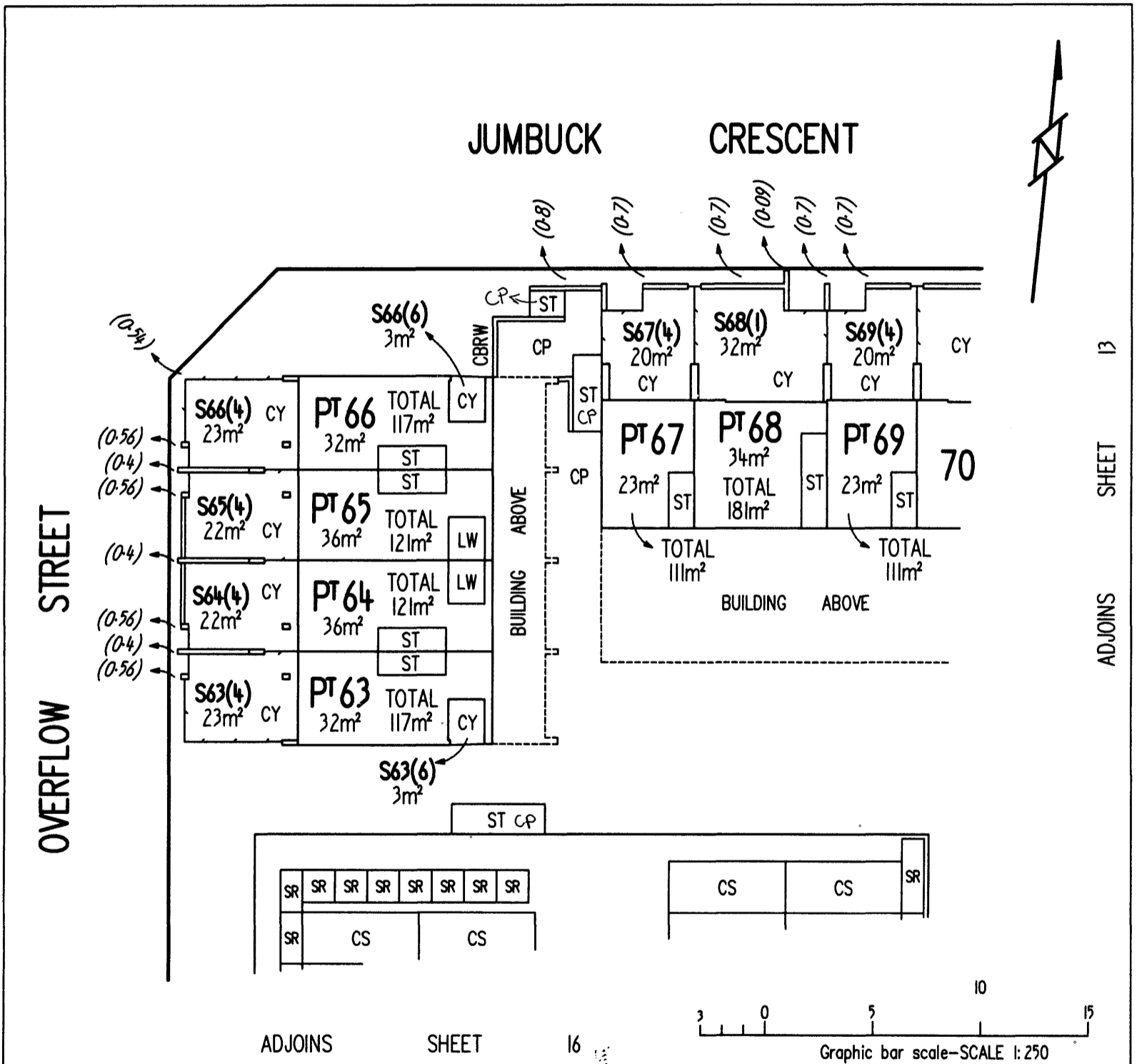
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Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	I	4338

FLOOR NUMBER	LOWER GROUND
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Art Projects Five Pty Ltd
 Art ACN 604053974
 Sole Director **ELISA ROSO**
 Registered Proprietor

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

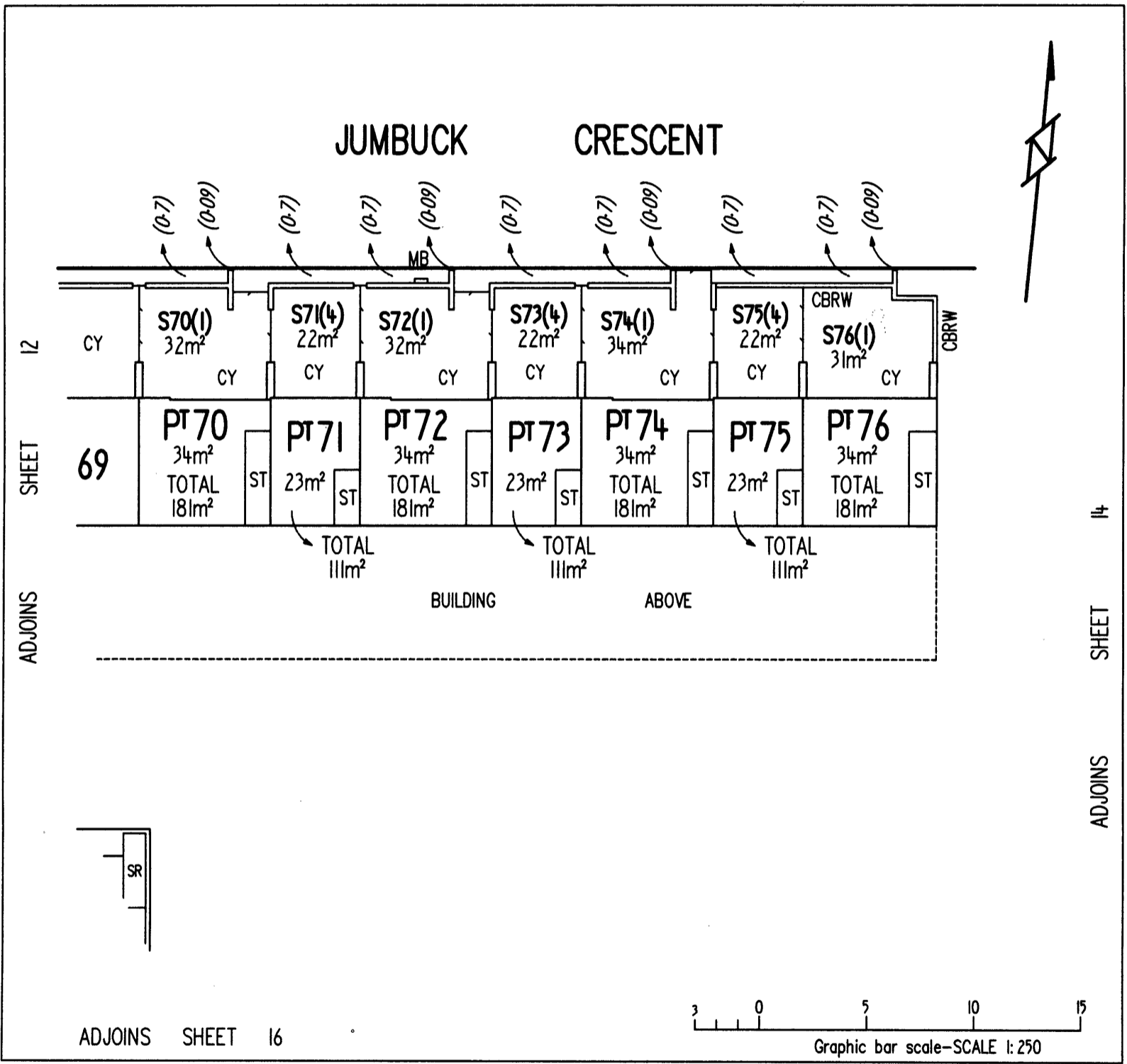
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Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	I	4338

FLOOR NUMBER	LOWER GROUND
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Art Projects Five Pty Ltd
Art ACN 604053974
Sole Director ELISA ROSO
 Registered Proprietor

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

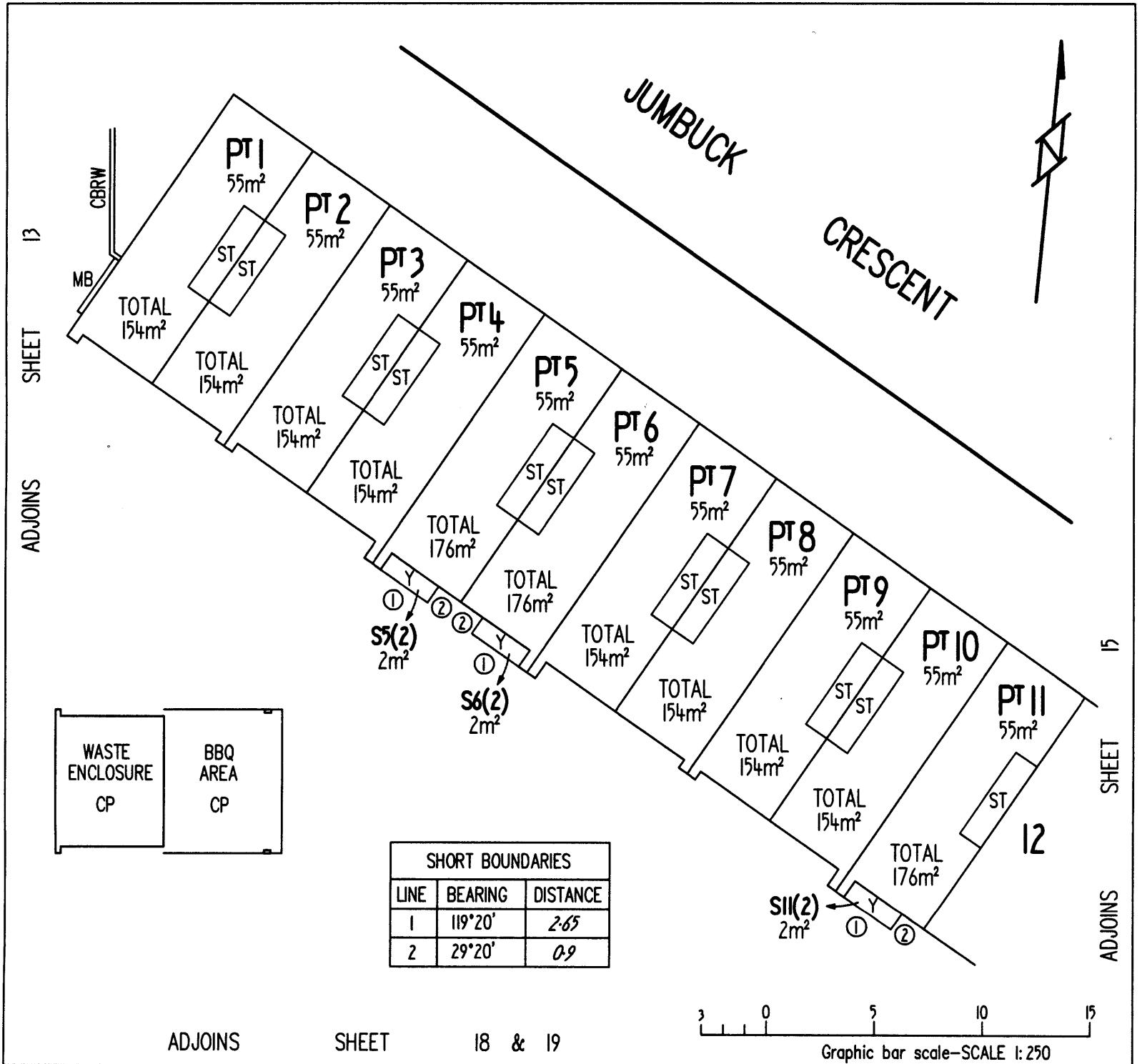
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	LOWER GROUND
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<p>Art Projects Five Pty Ltd</p> <p>Art[®] ACN 604053974</p> <p>Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i></p> <p>Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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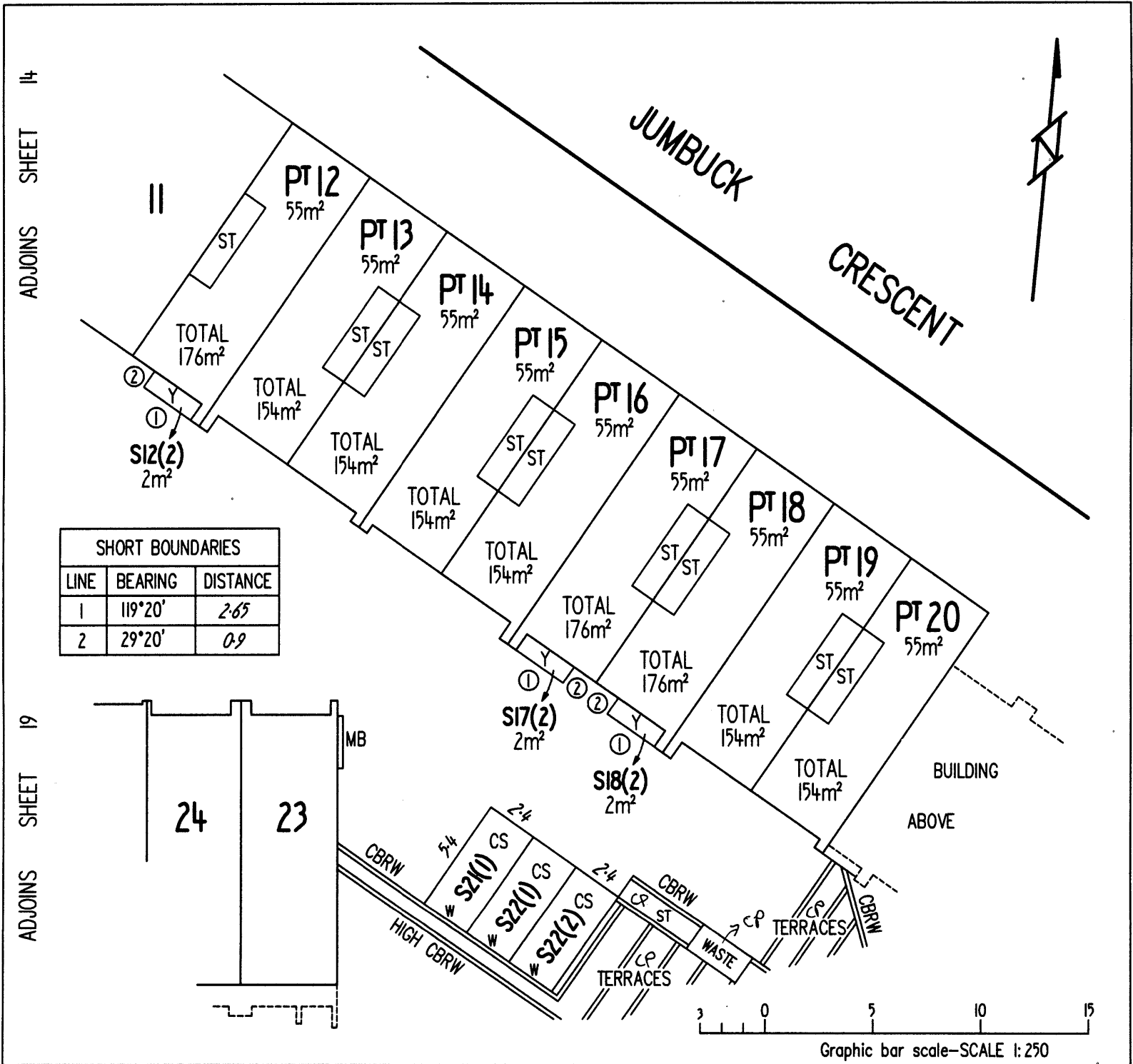
Form 091-FP

FLOOR PLAN

Division	Section	Block
LAWSON	42	1

UNITS PLAN No.
4338

FLOOR NUMBER	LOWER GROUND
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Art Projects Five Pty Ltd
Art ACN 604053974
Sole Director **ELISA ROSO**
Registered Proprietor

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

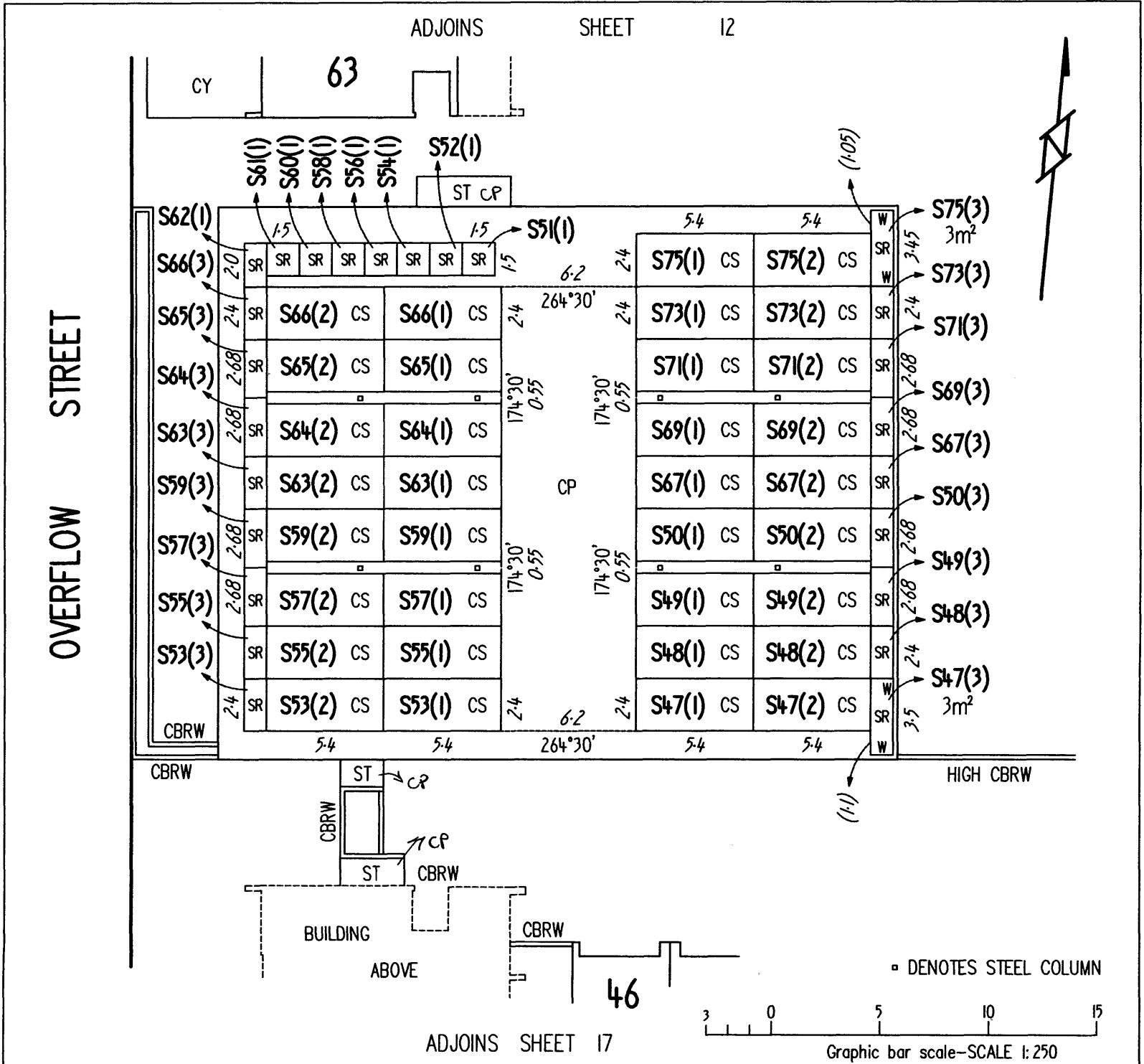
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	BASEMENT
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<p>Art Projects Five Pty Ltd</p>	
<p>Art ACN 604053974</p>	<p>Lyn Tankey</p>
<p>Sole Director ELISA ROSO</p>	<p>Delegate of the ACT Planning and Land Authority</p>

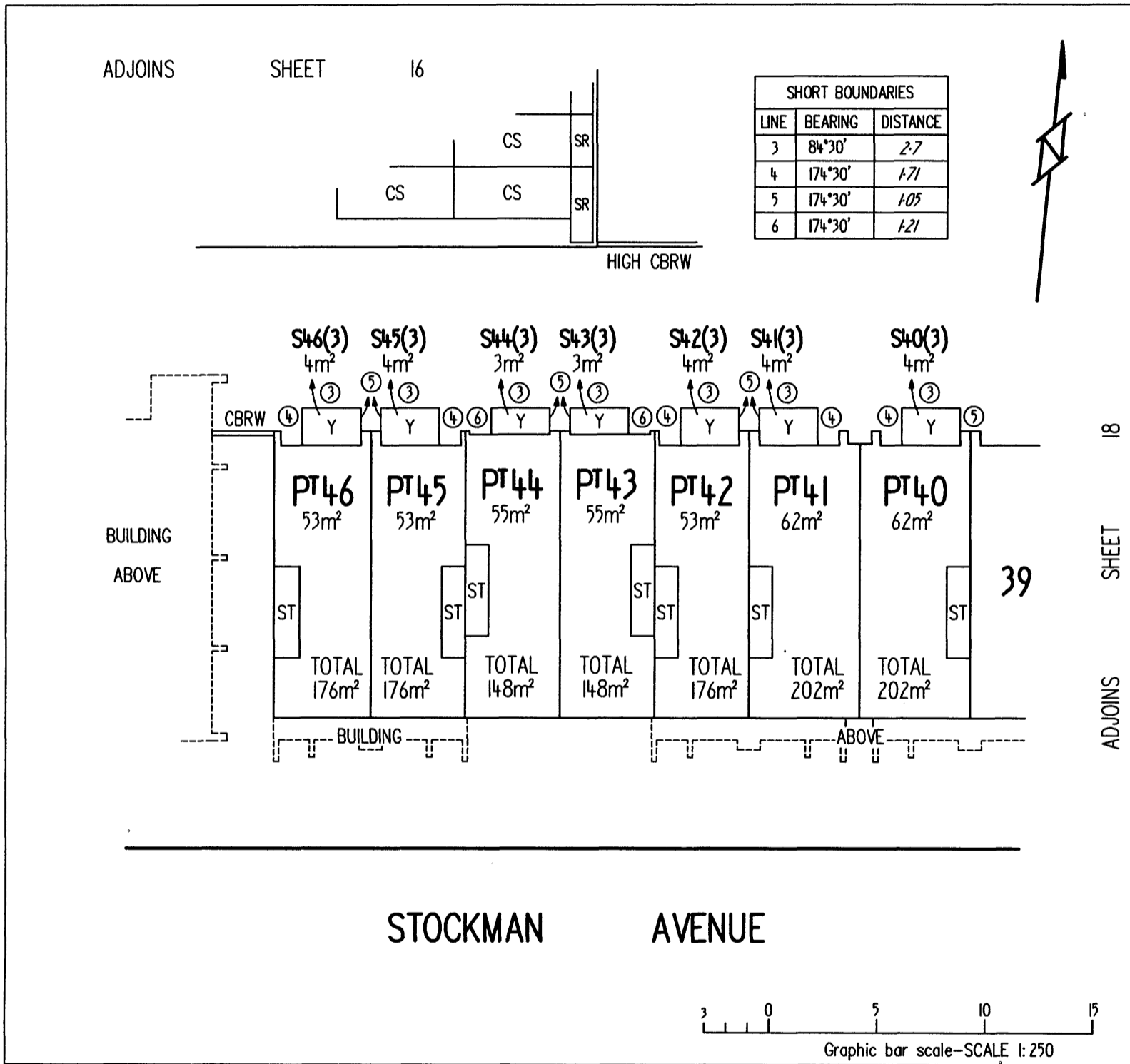
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	LOWER GROUND
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tanky</i> Lyn Tanky Delegate of the ACT Planning and Land Authority</p>
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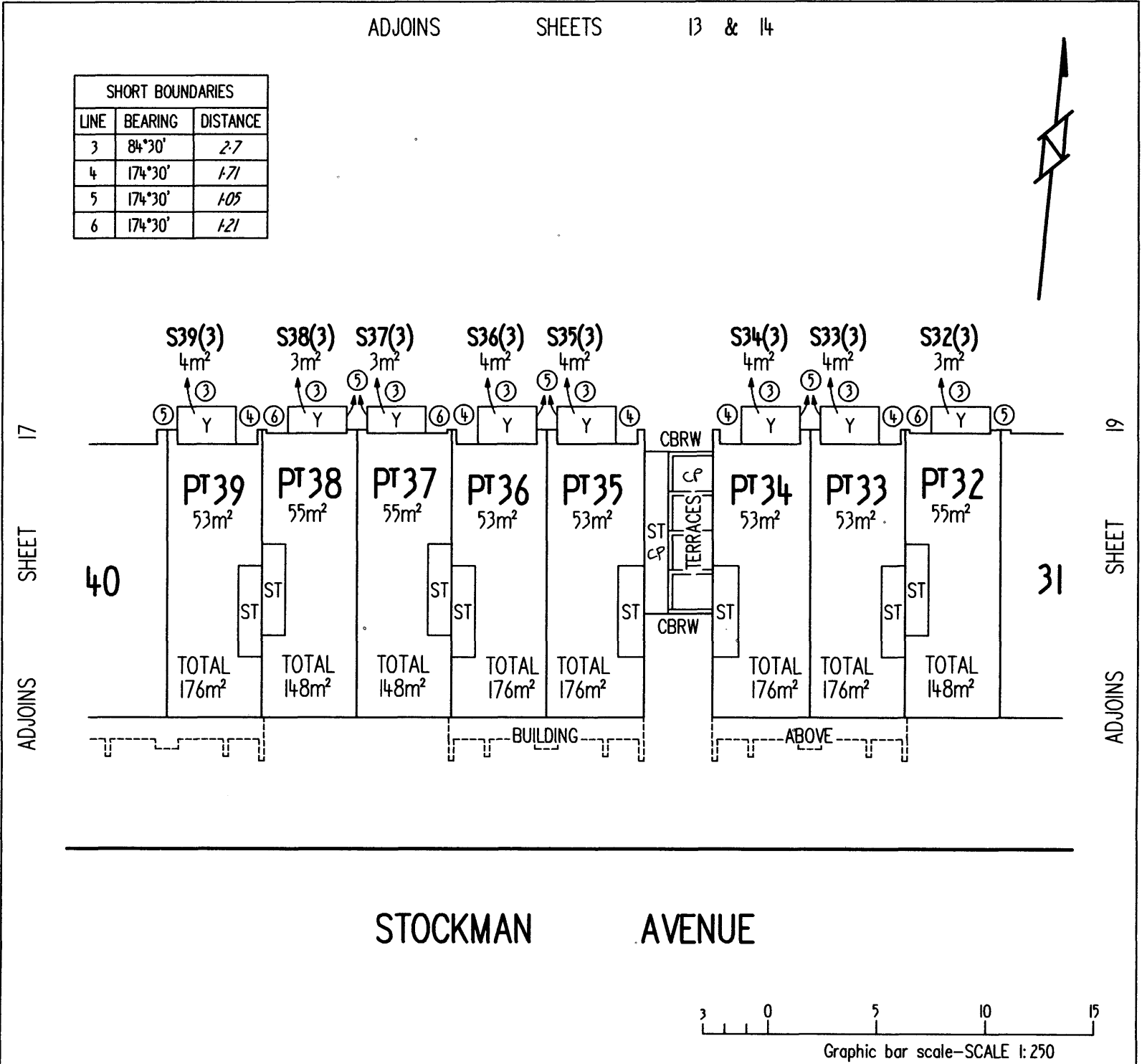
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	LOWER GROUND
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<p>Art Projects Five Pty Ltd</p> <p>Art ACN 604053974</p> <p>Sole Director ELISA ROSO</p> <p>Registered Proprietor</p>	<p><i>Lyn Tankey</i></p> <p>Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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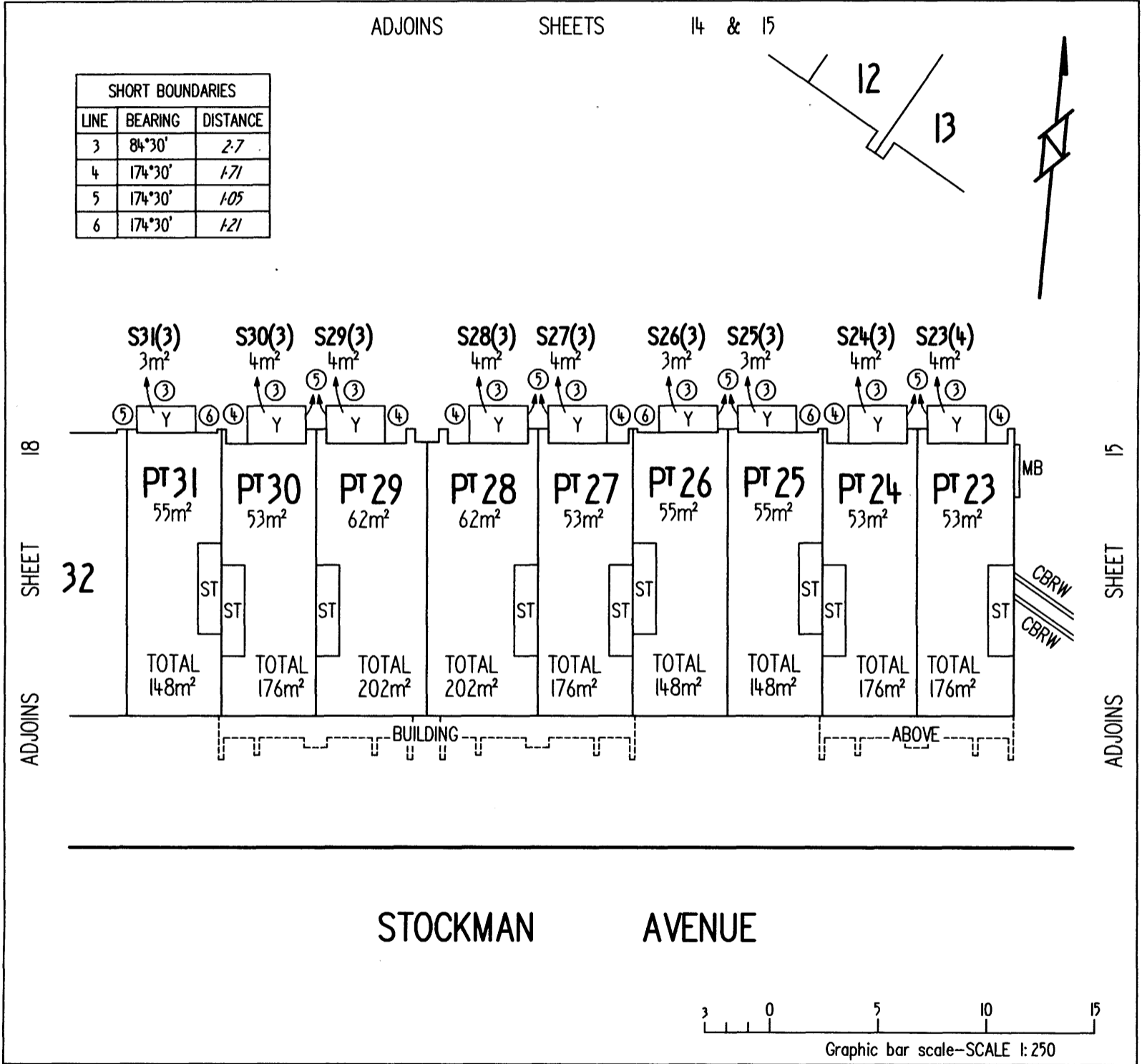
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	LOWER GROUND
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO <small>Registered Proprietor</small></p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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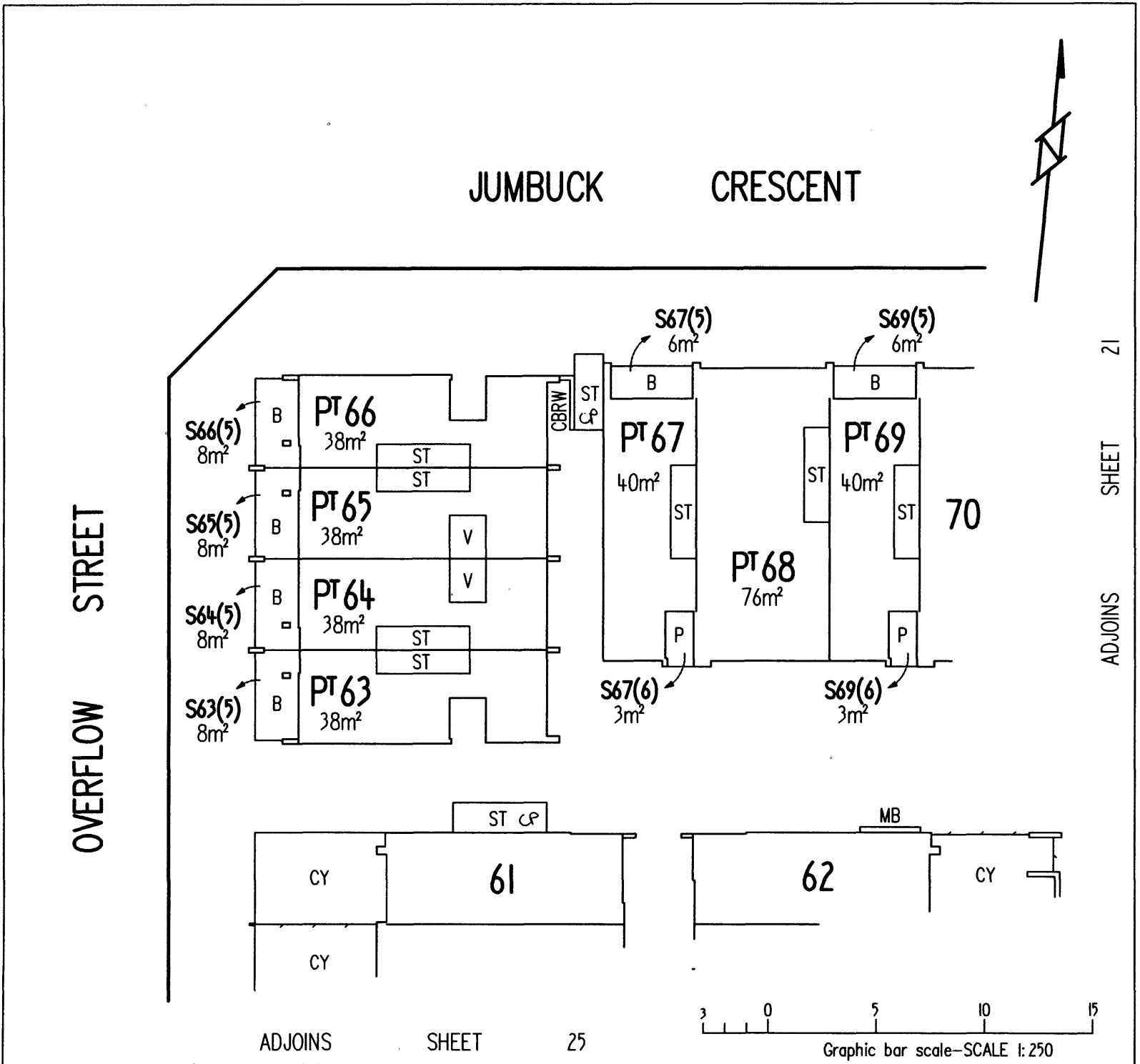
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	I	4338

FLOOR NUMBER	GROUND
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>V Vally</i> Lyn Tankoy Delegate of the ACT Planning and Land Authority</p>
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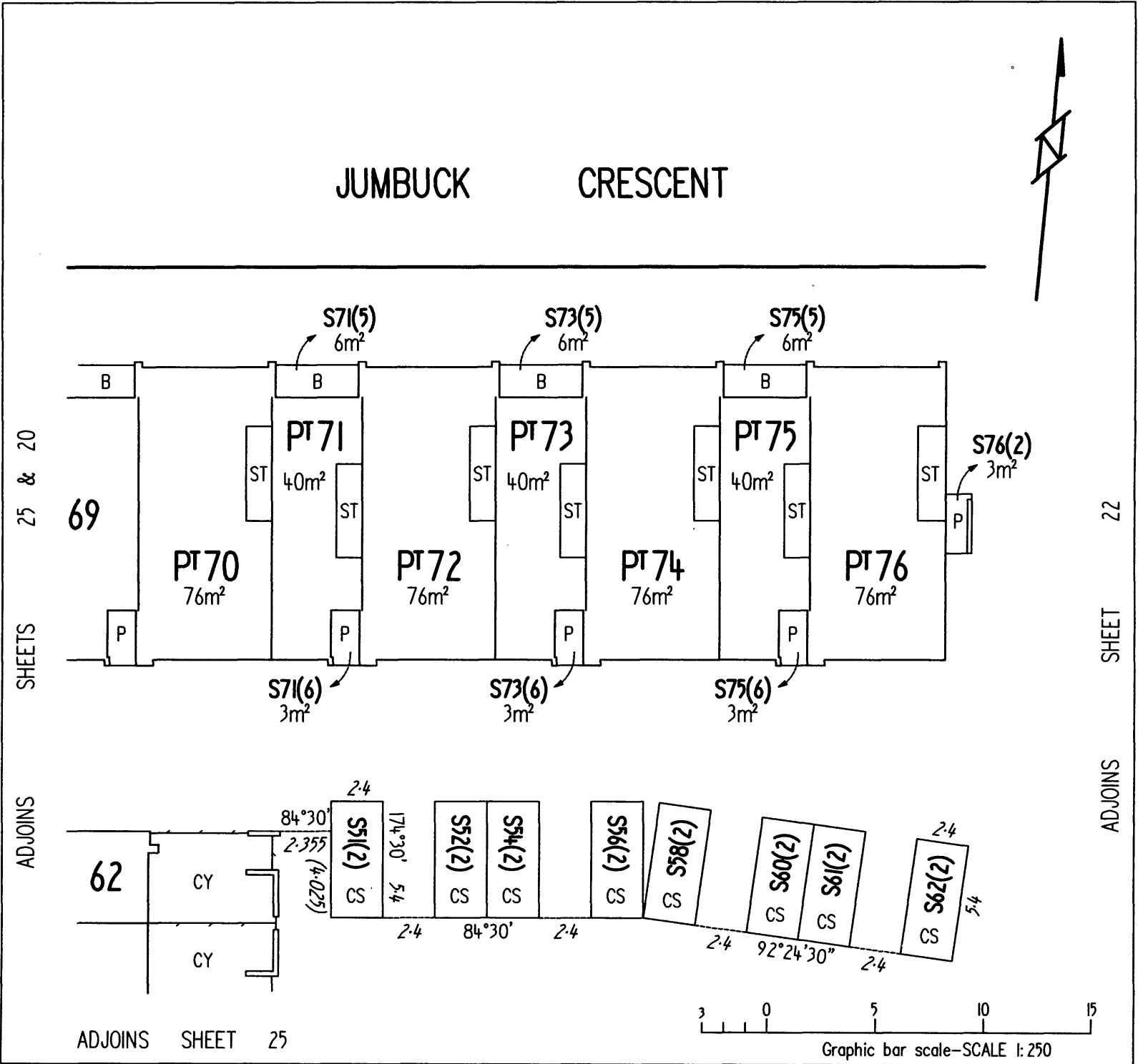
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	GROUND
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Art Projects Five Pty Ltd
Art ACN 604053974
Sole Director **ELISA ROSO** Registered Proprietor

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

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Department of Justice and Community Safety

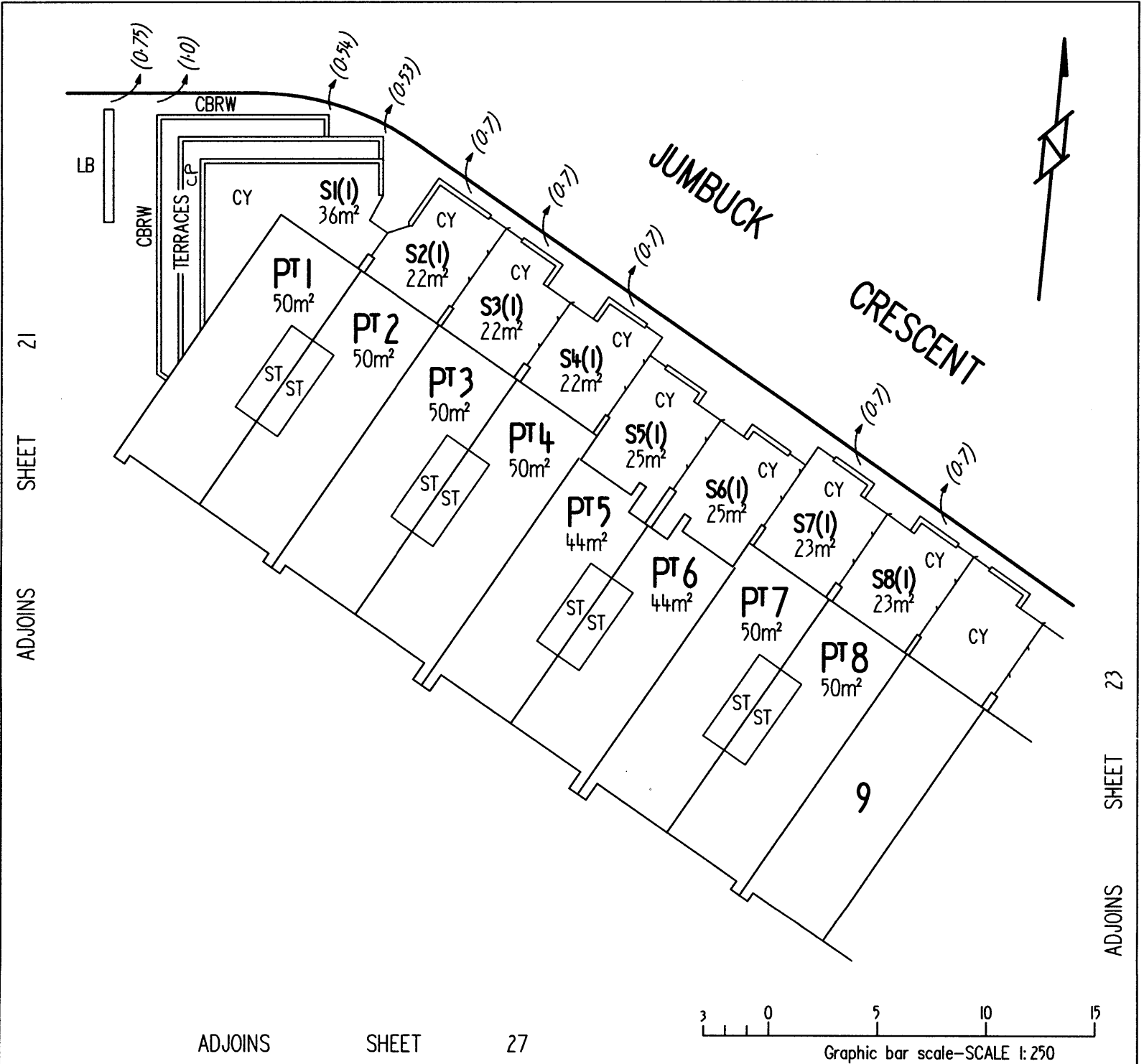
Form 09I-FP

FLOOR PLAN

Division	Section	Block
LAWSON	42	1

UNITS PLAN No.
4338

FLOOR NUMBER	GROUND
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Art Projects Five Pty Ltd
 Art⁵ ACN 604053974
 Sole Director **ELISA ROSO**
 Registered Proprietor

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

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Department of Justice and Community Safety

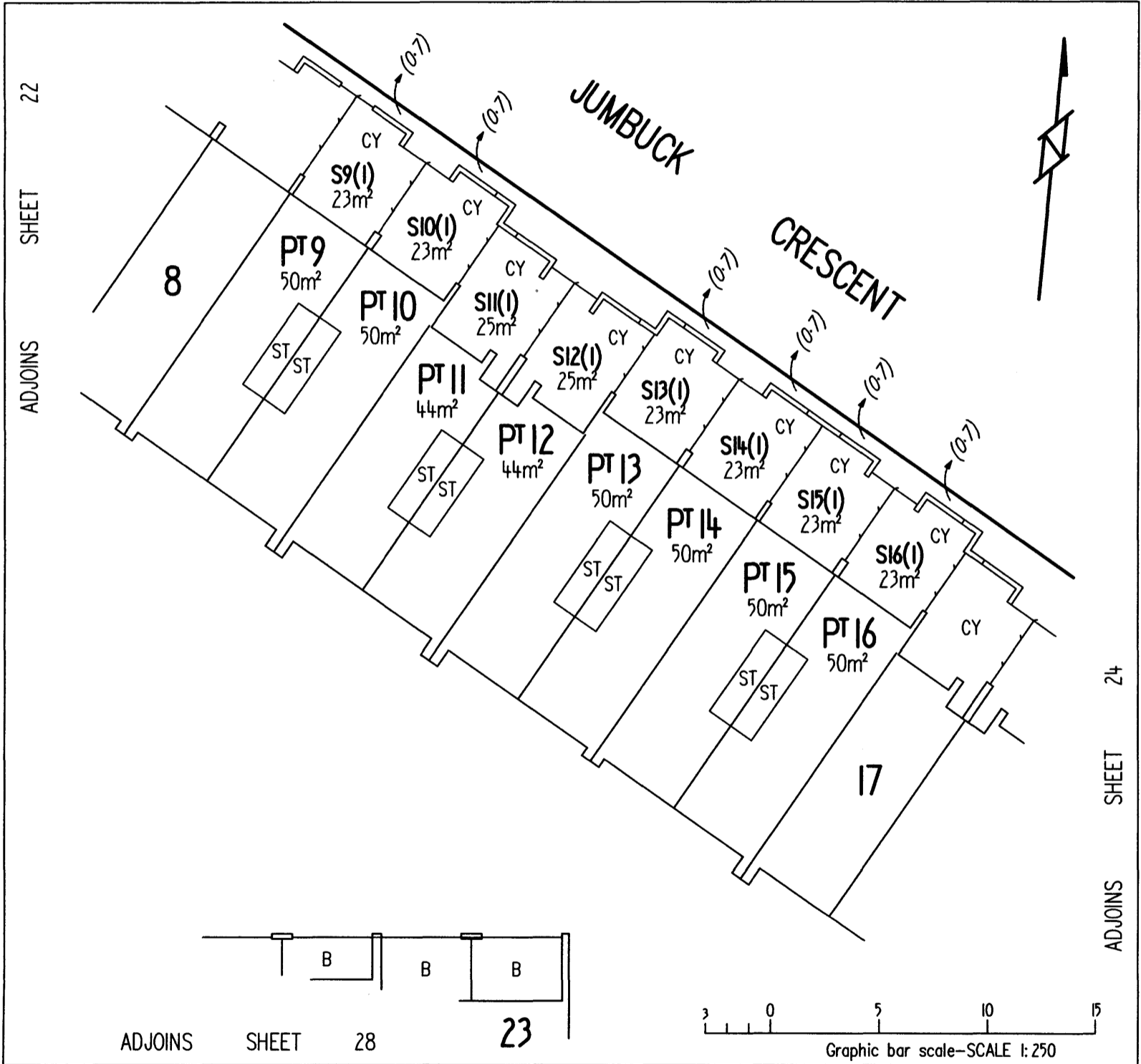
Form 091-FP

FLOOR PLAN

Division	Section	Block
LAWSON	42	1

UNITS PLAN No.
4338

FLOOR NUMBER	GROUND
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Art Projects Five Pty Ltd
Art[®] ACN 604053974
sole Director ELISA ROSO
 Registered Proprietor

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

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Department of Justice and Community Safety

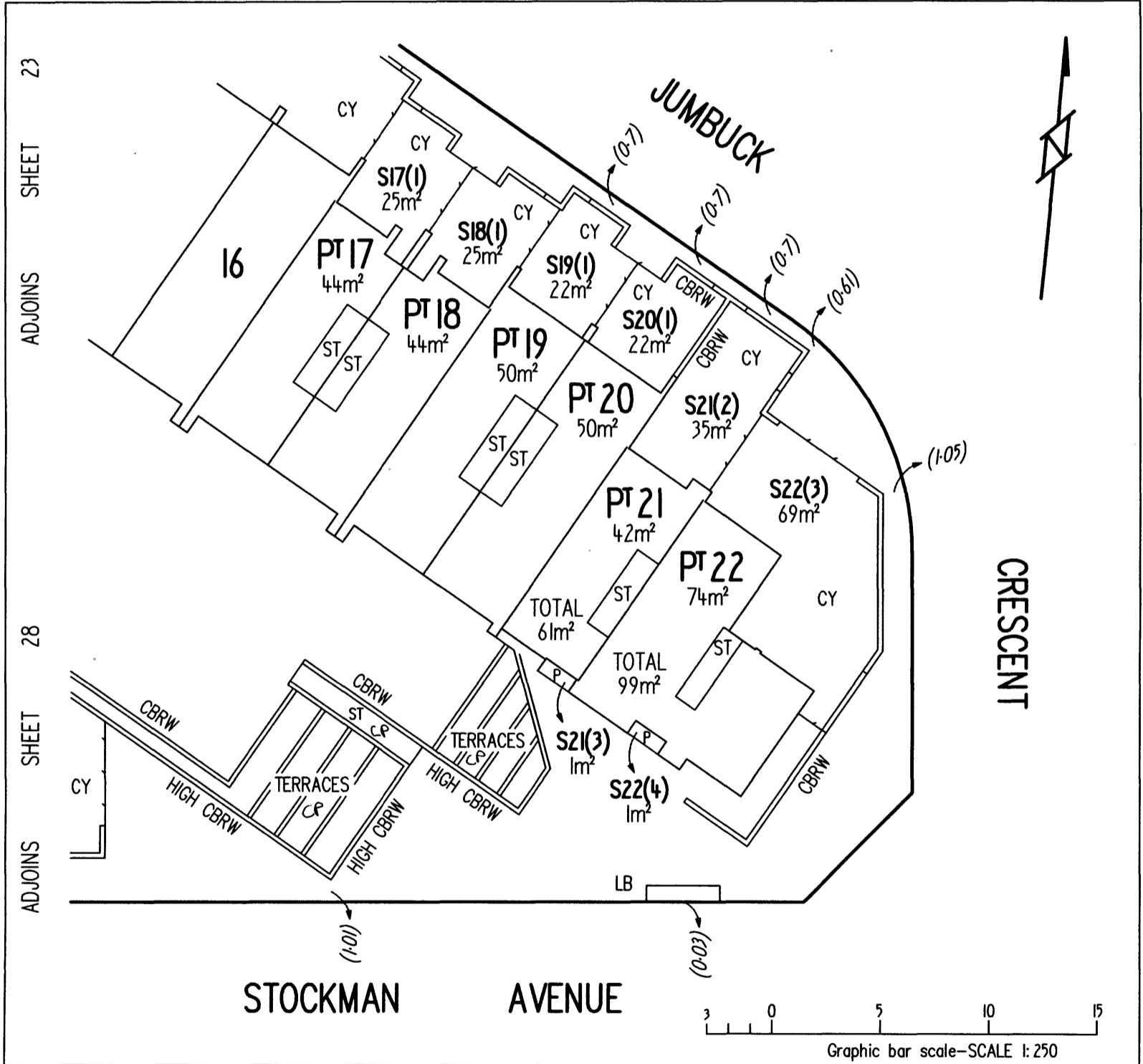
Form 091-FP

FLOOR PLAN

Division	Section	Block
LAWSON	42	I

UNITS PLAN No.
4338

FLOOR NUMBER	GROUND
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Art Projects Five Pty Ltd
 Art[®] ACN 604053974
 Sole Director **ELISA ROSO**
 Registered Proprietor

Lyn Tankey
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 Delegate of the
 ACT Planning and Land Authority

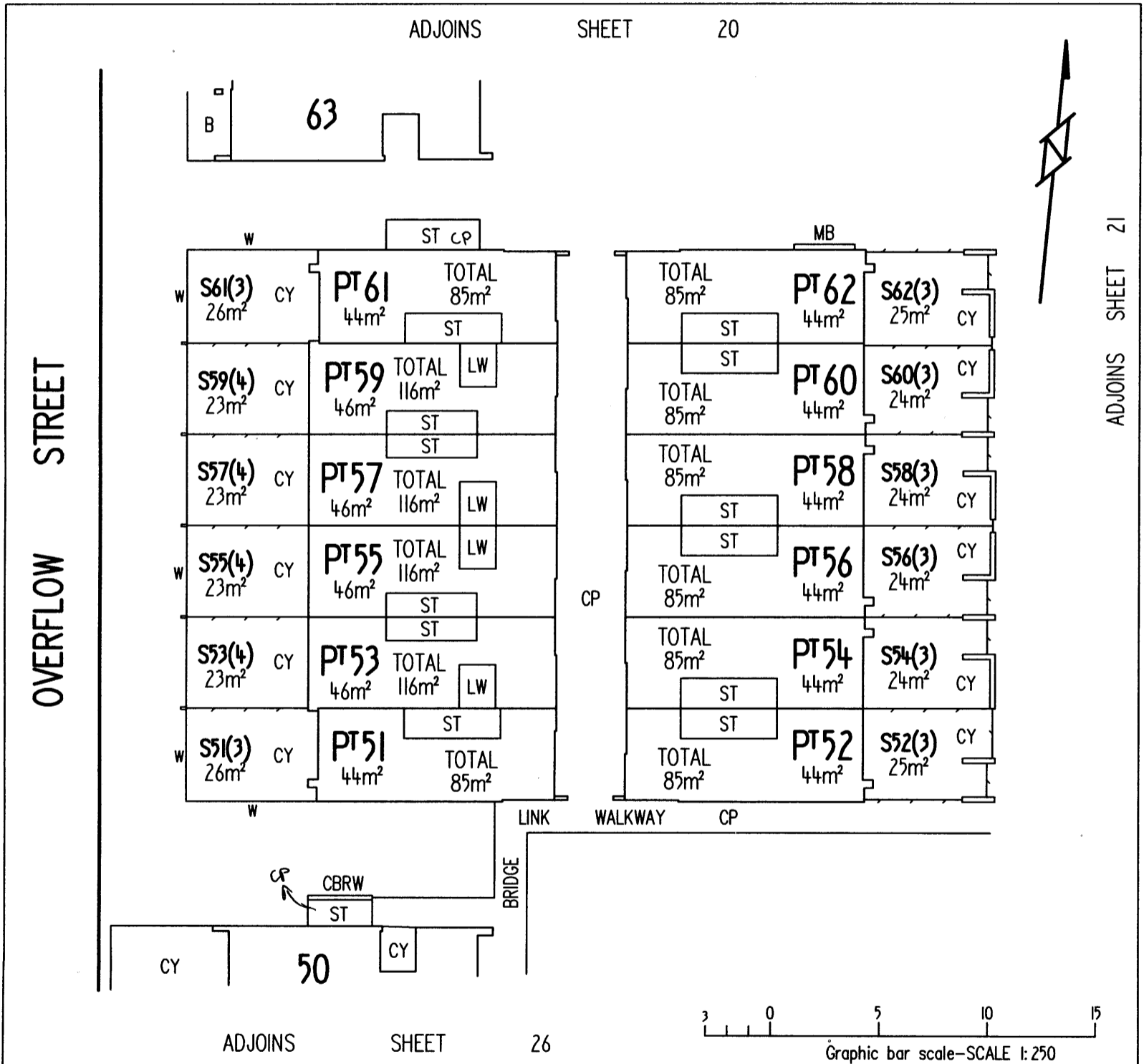
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	I	4338

FLOOR NUMBER	GROUND
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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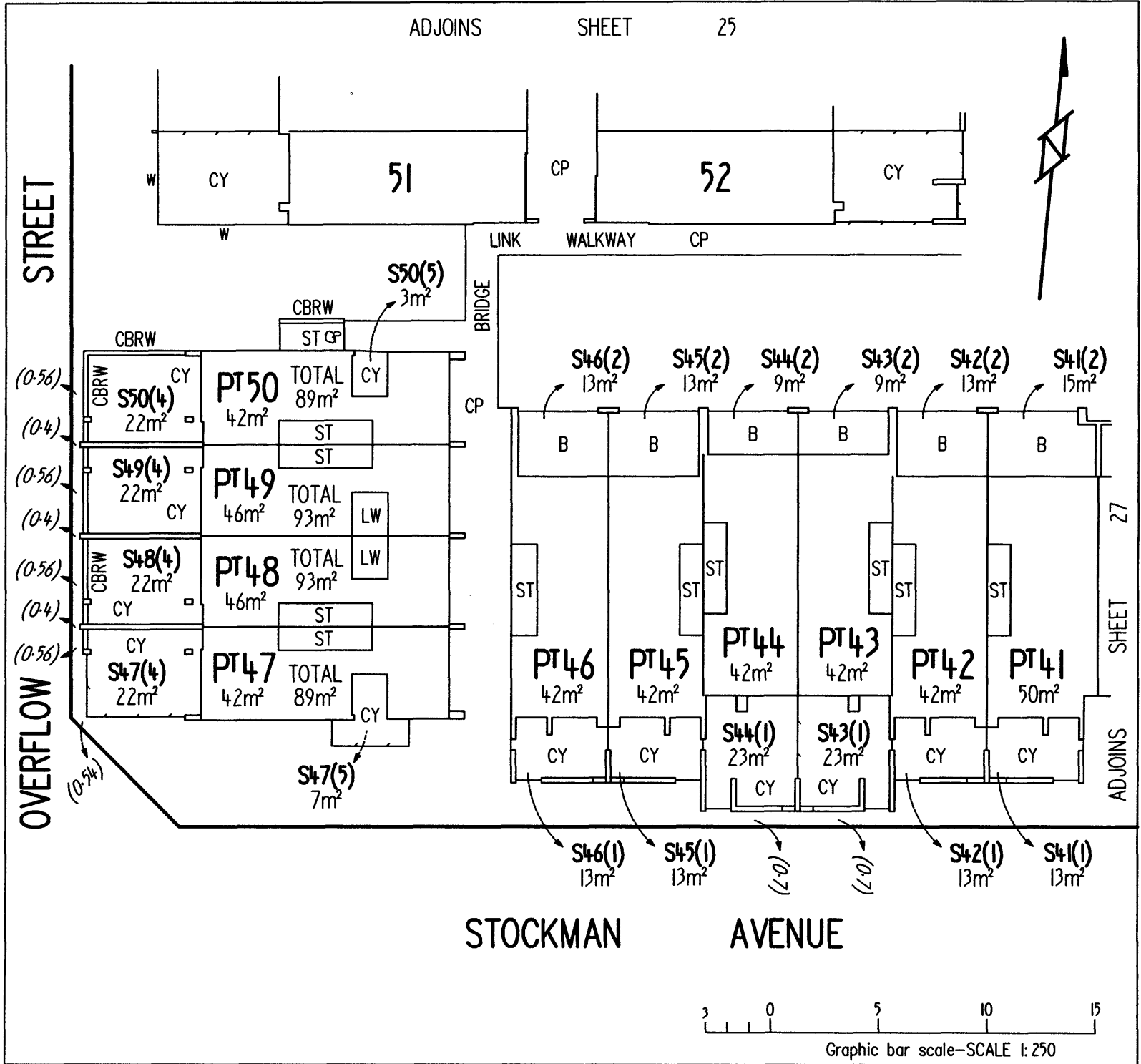
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	I	4338

FLOOR NUMBER	GROUND
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>V Vally</i> Lyn Vally Delegate of the ACT Planning and Land Authority</p>
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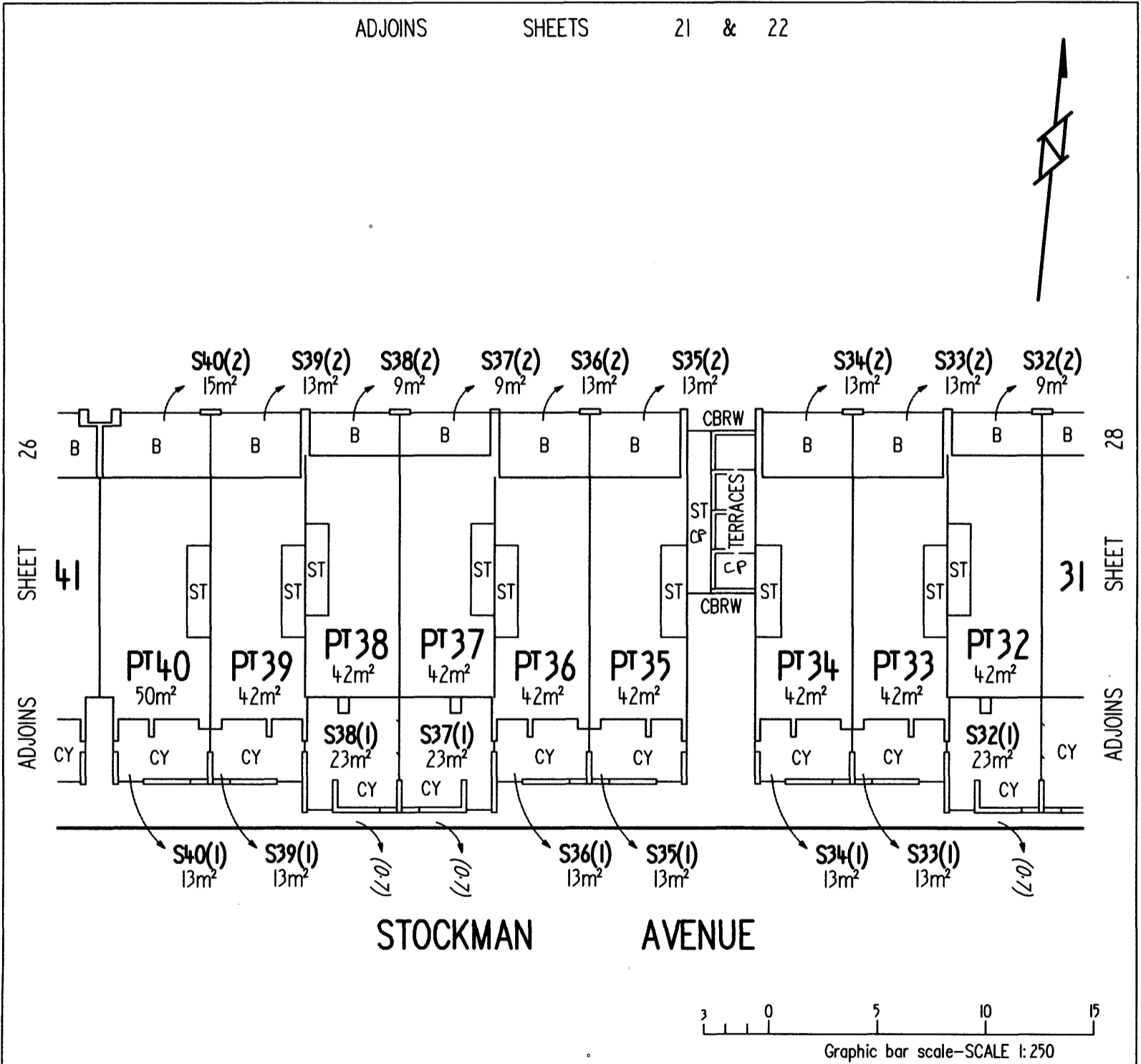
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	GROUND
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<p>Art Projects Five Pty Ltd</p> <p>Art ACN 604053974</p> <p>Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankley</i></p> <p>Lyn Tankley Delegate of the ACT Planning and Land Authority</p>
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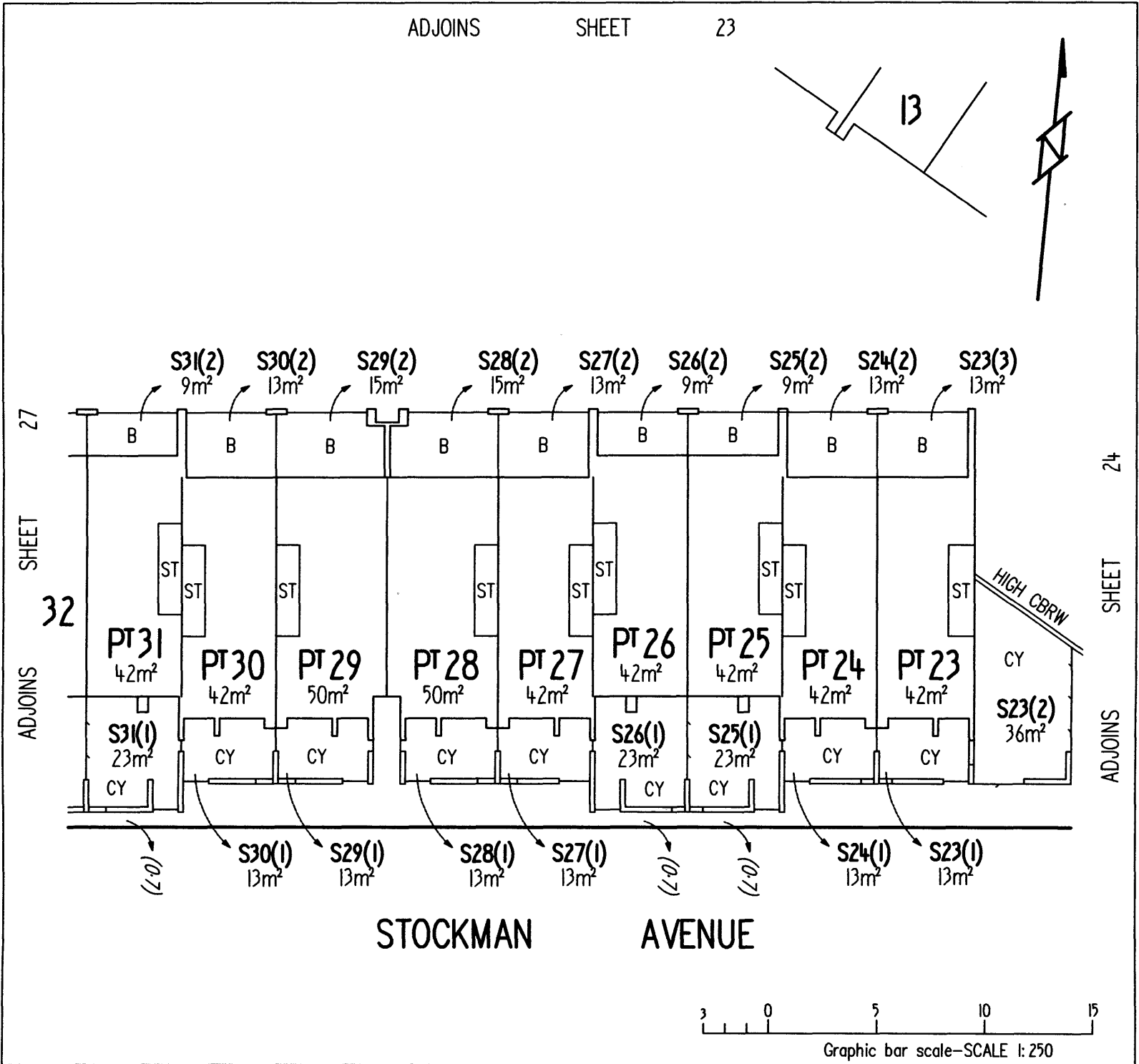
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	GROUND
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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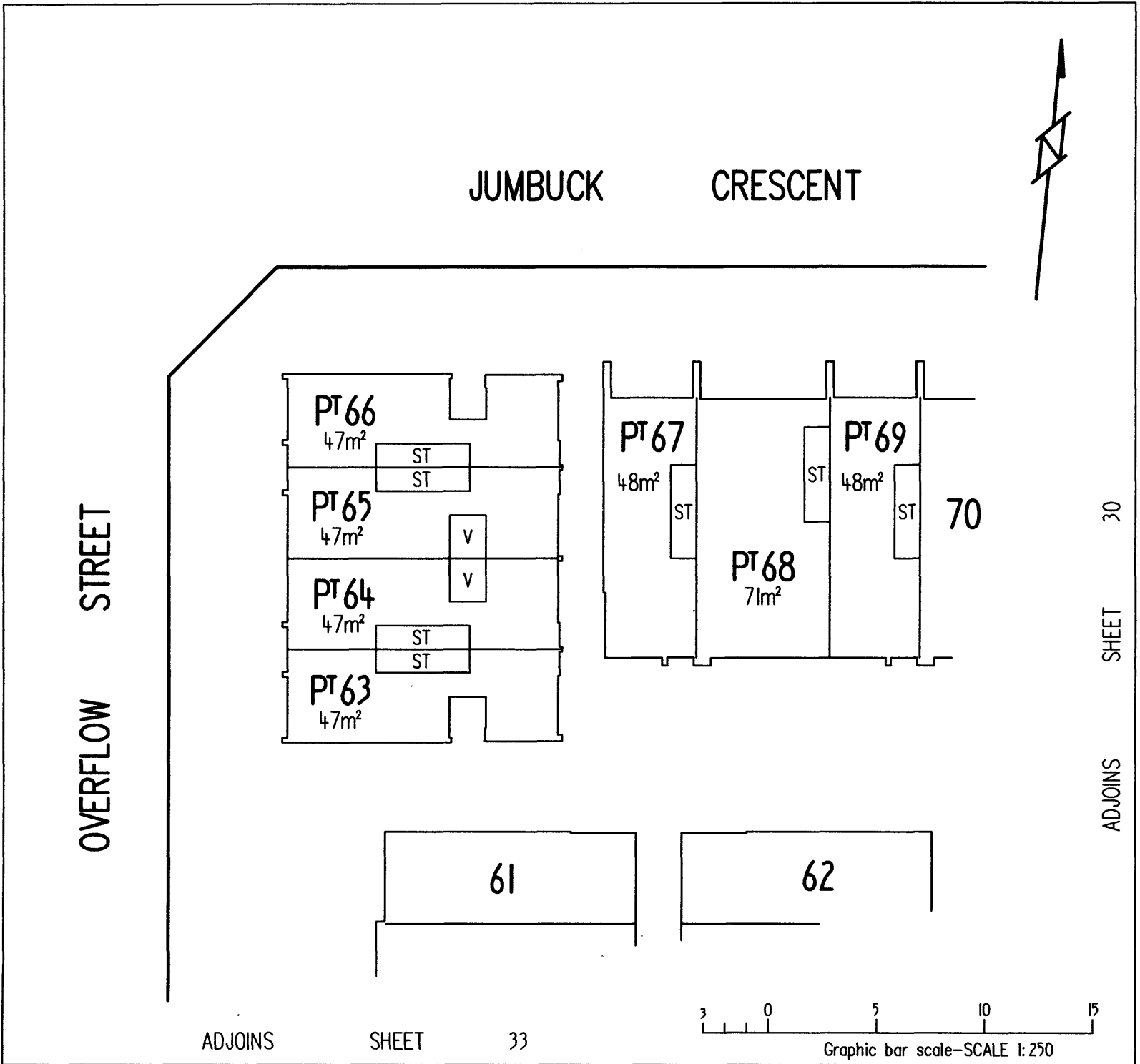
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	FIRST
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<p>Art Projects Five Pty Ltd</p> <p>Art ACN 604053974</p> <p>Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i></p> <p>Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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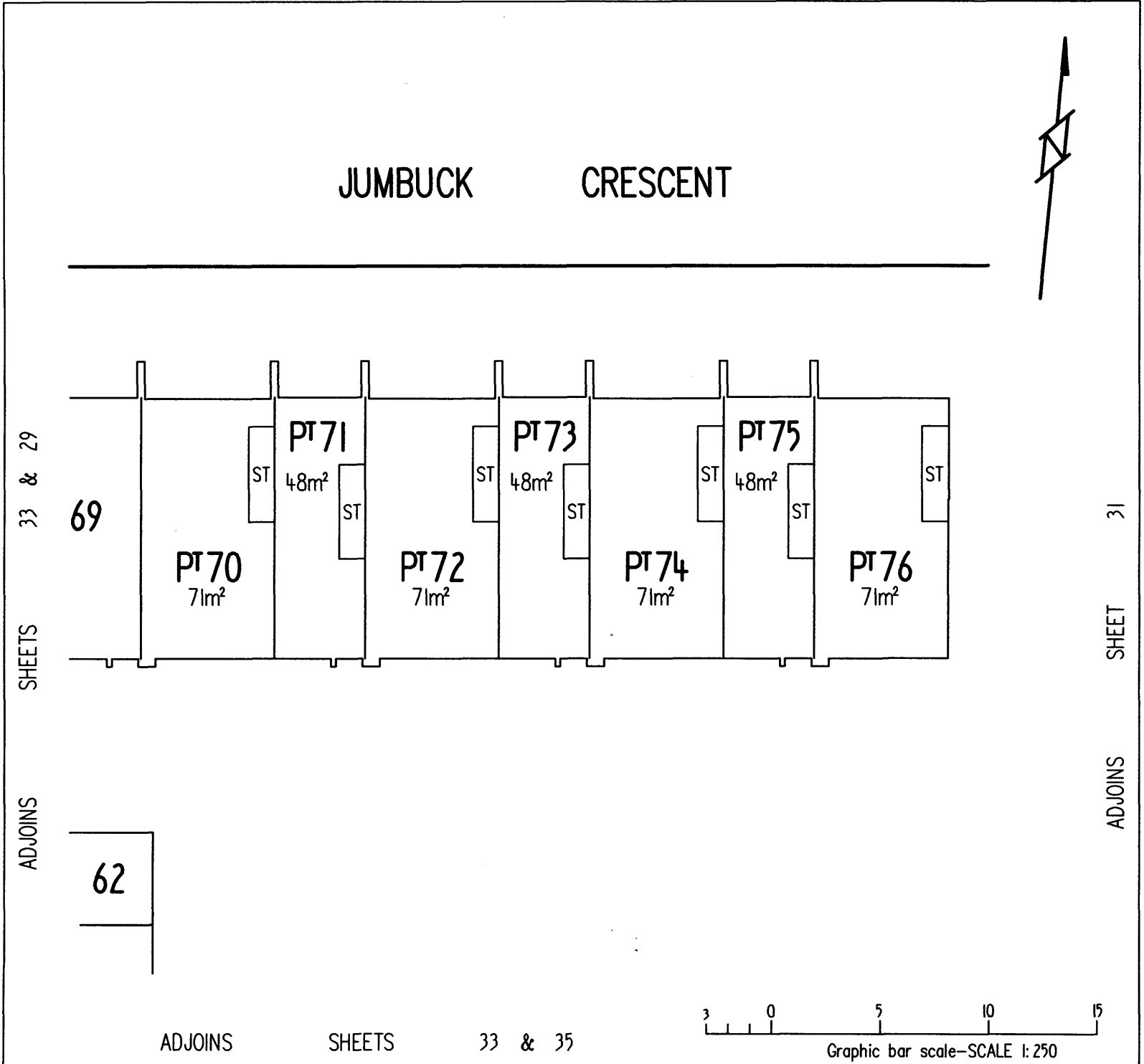
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	FIRST
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<p>Art Projects Five Pty Ltd</p> <p>Art ACN 604053974</p> <p>Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i></p> <p>Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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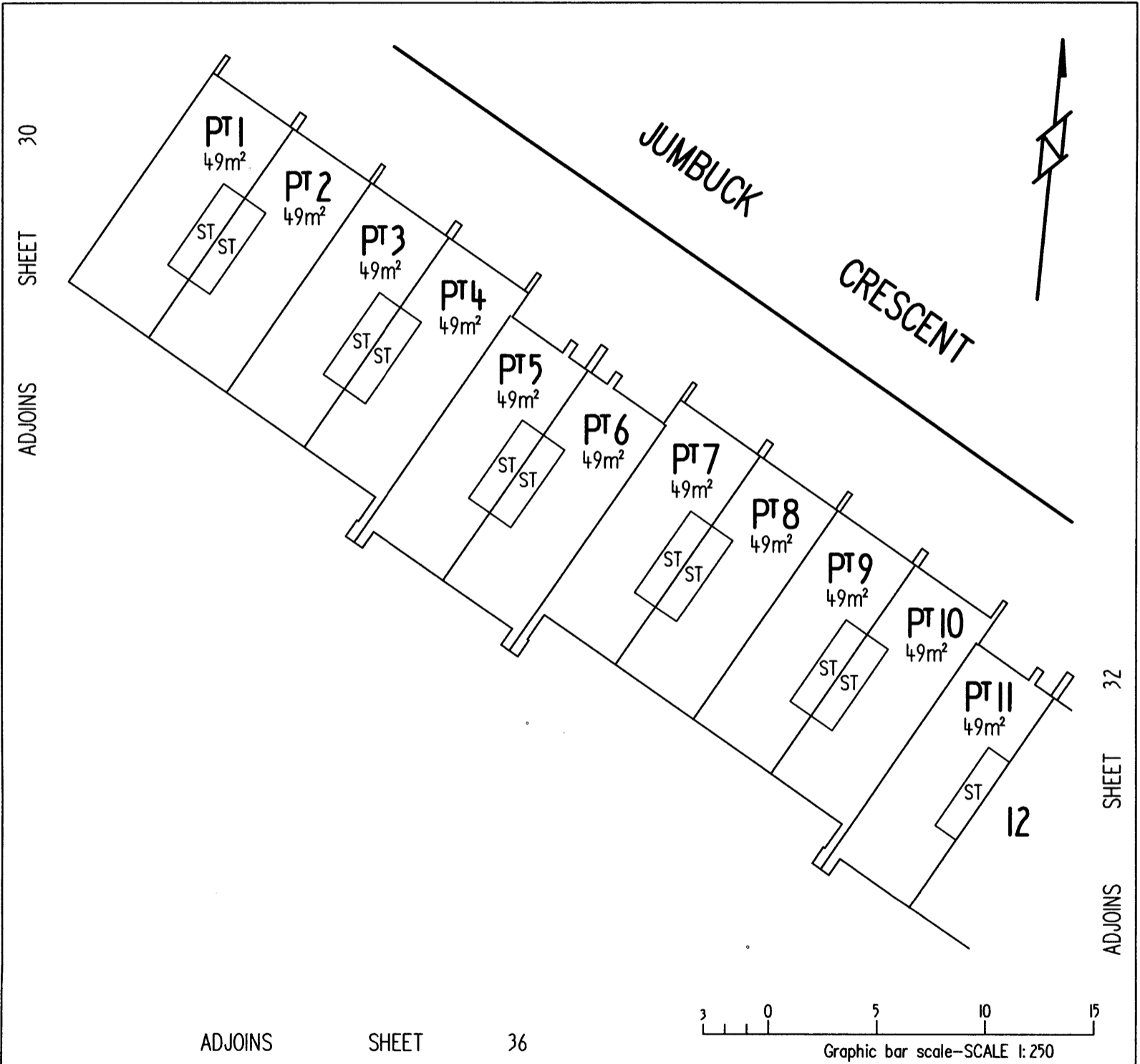
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Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	FIRST
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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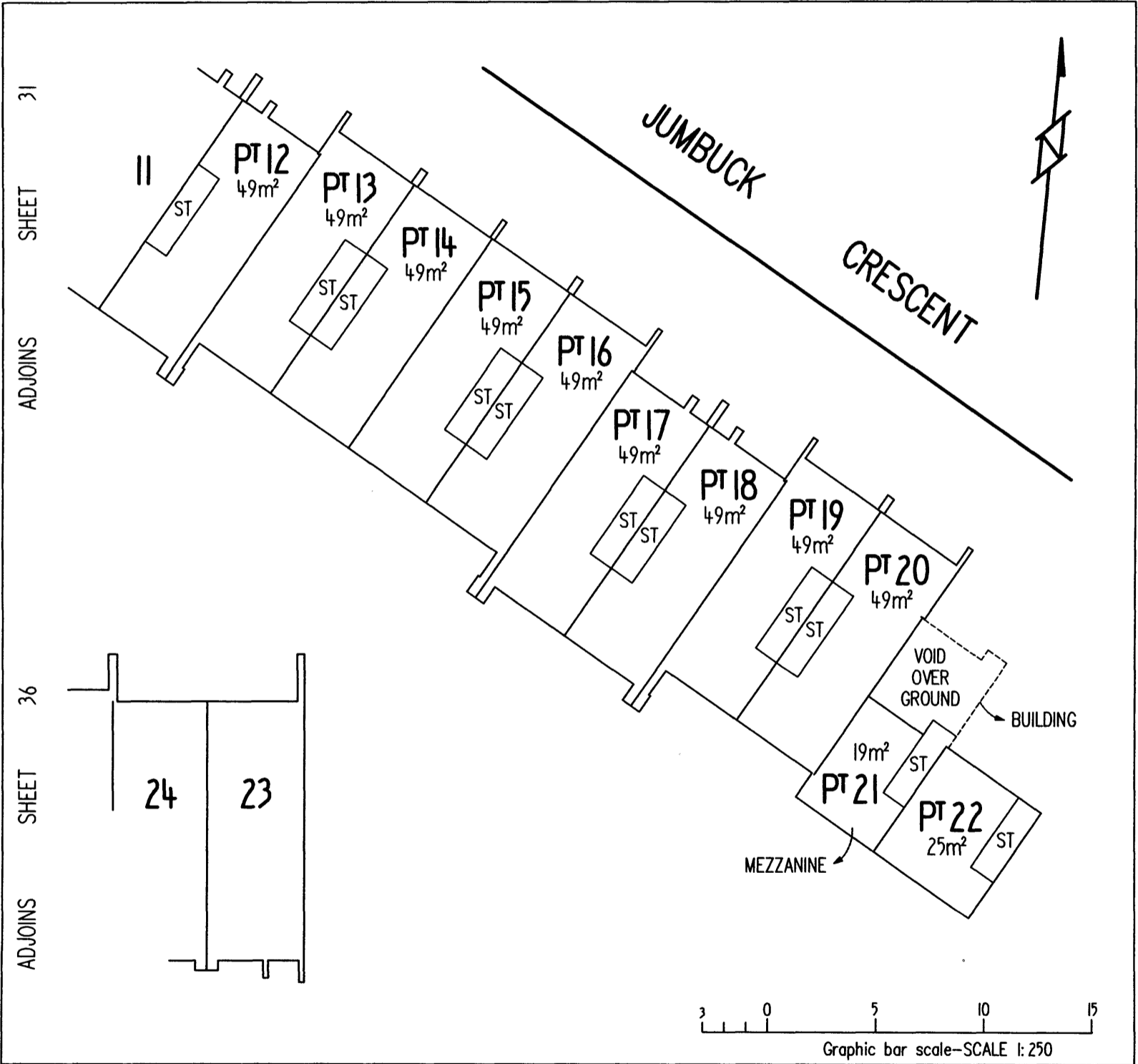
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Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	FIRST & GROUND MEZZANINE
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Art Projects Five Pty Ltd
Art ACN 604053974
 Sole Director **ELISA ROSE** Registered Proprietor

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

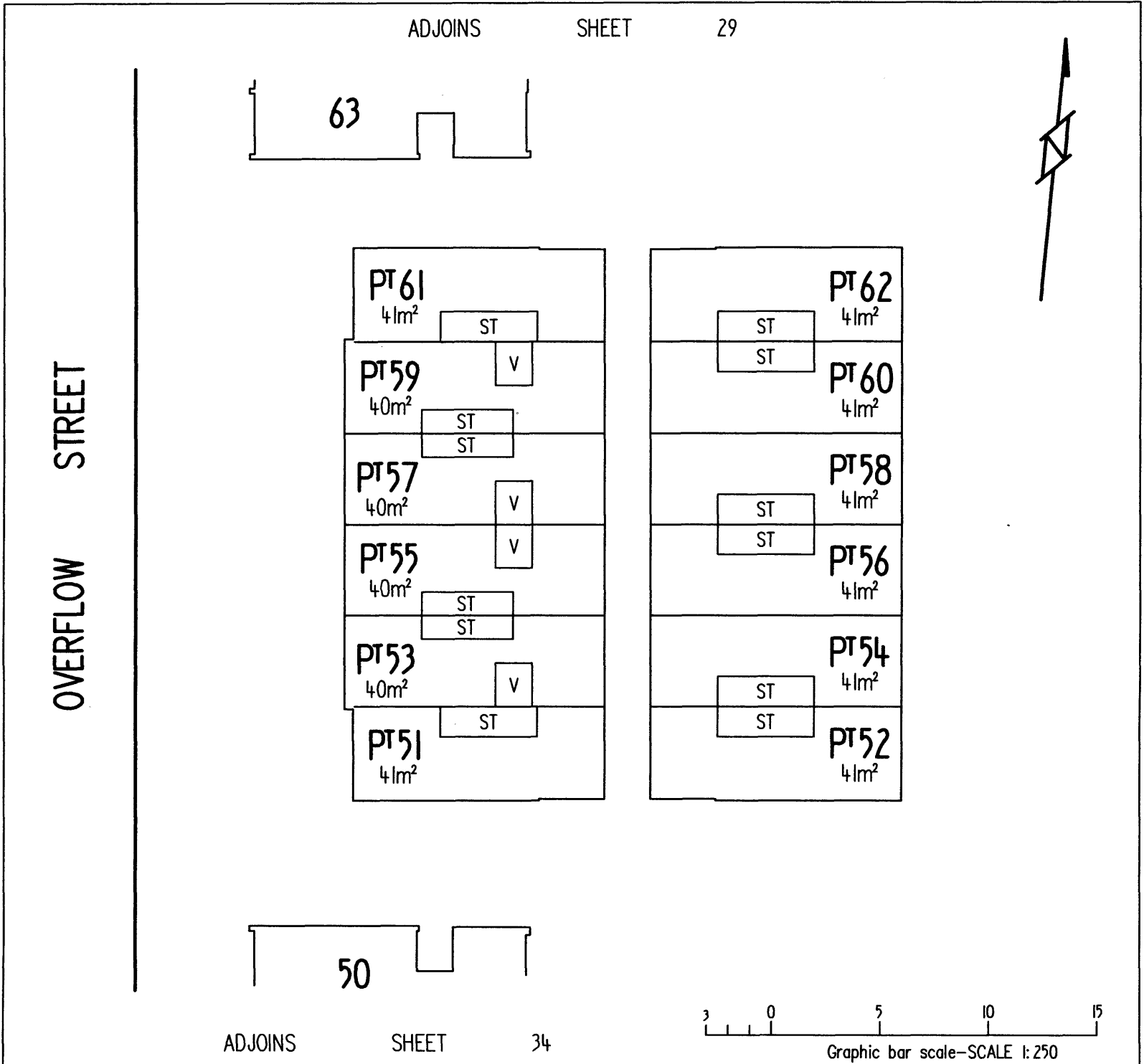
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	FIRST
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Art Projects Five Pty Ltd
 Art[®] ACN 604053974
 Sole Director **ELISA ROSO**
 Registered Proprietor

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

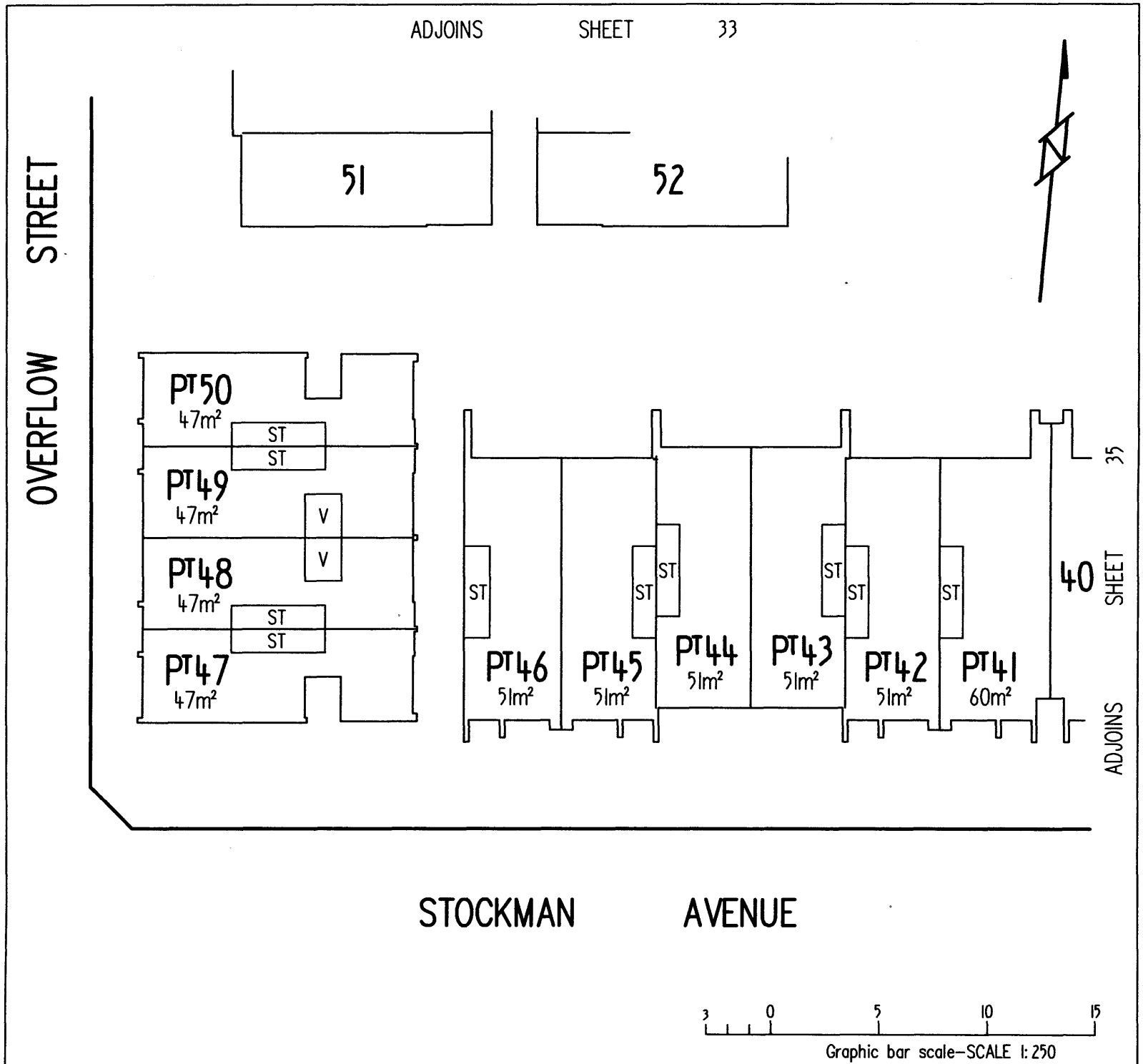
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Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	FIRST
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO <small>Registered Proprietor</small></p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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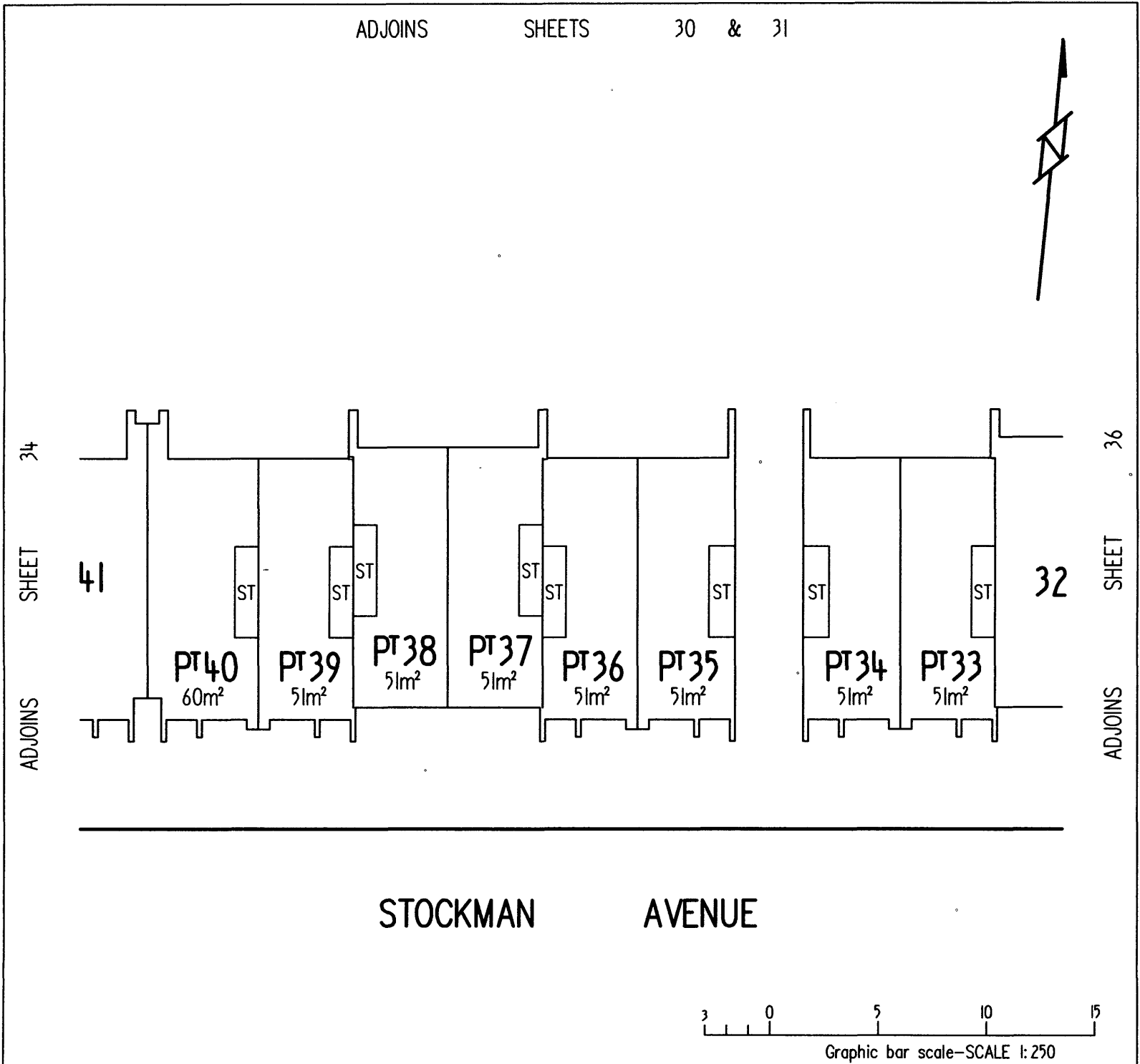
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Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	FIRST
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO <small>Registered Proprietor</small></p>	<p style="text-align: center;"><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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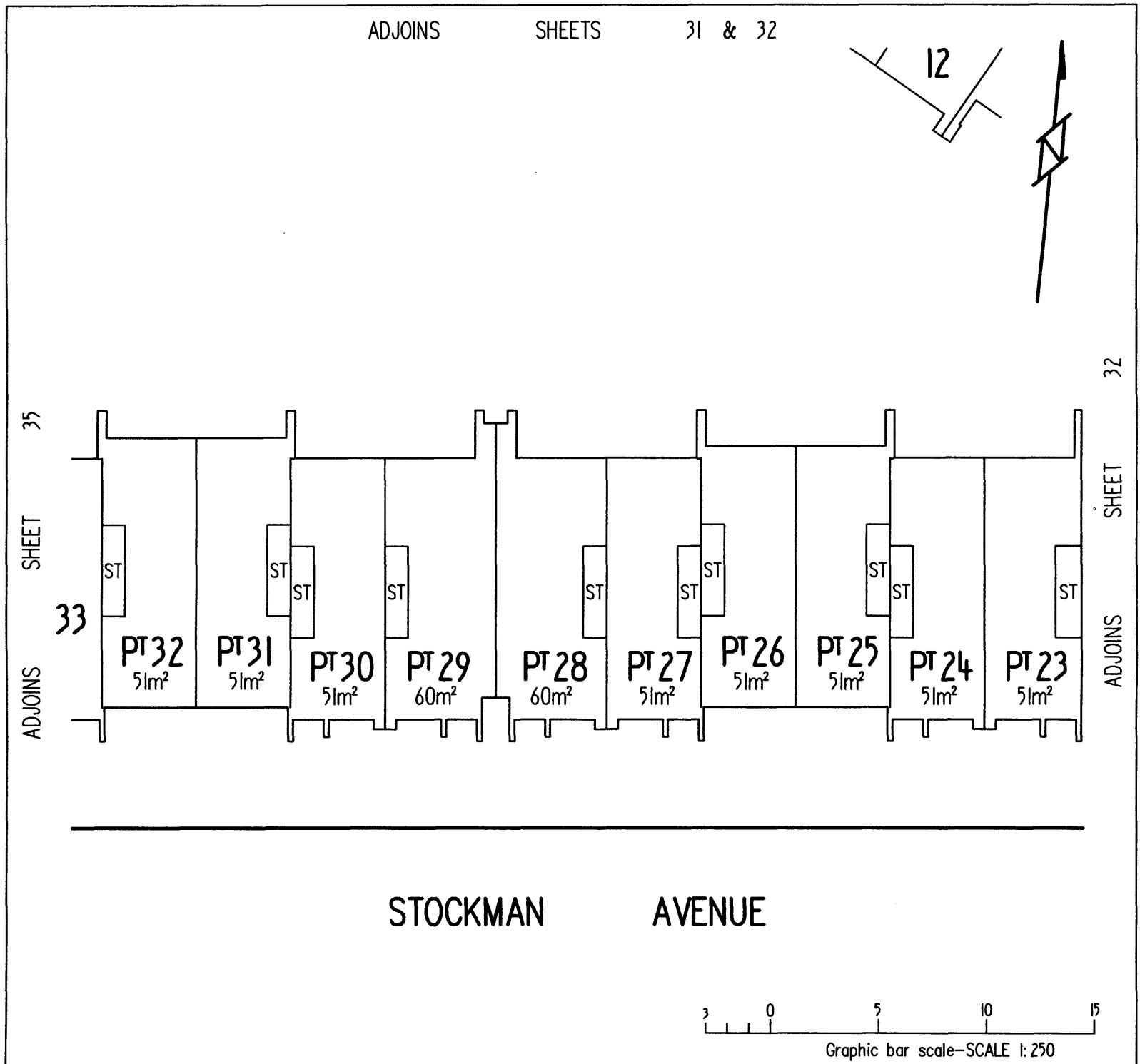
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Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	FIRST
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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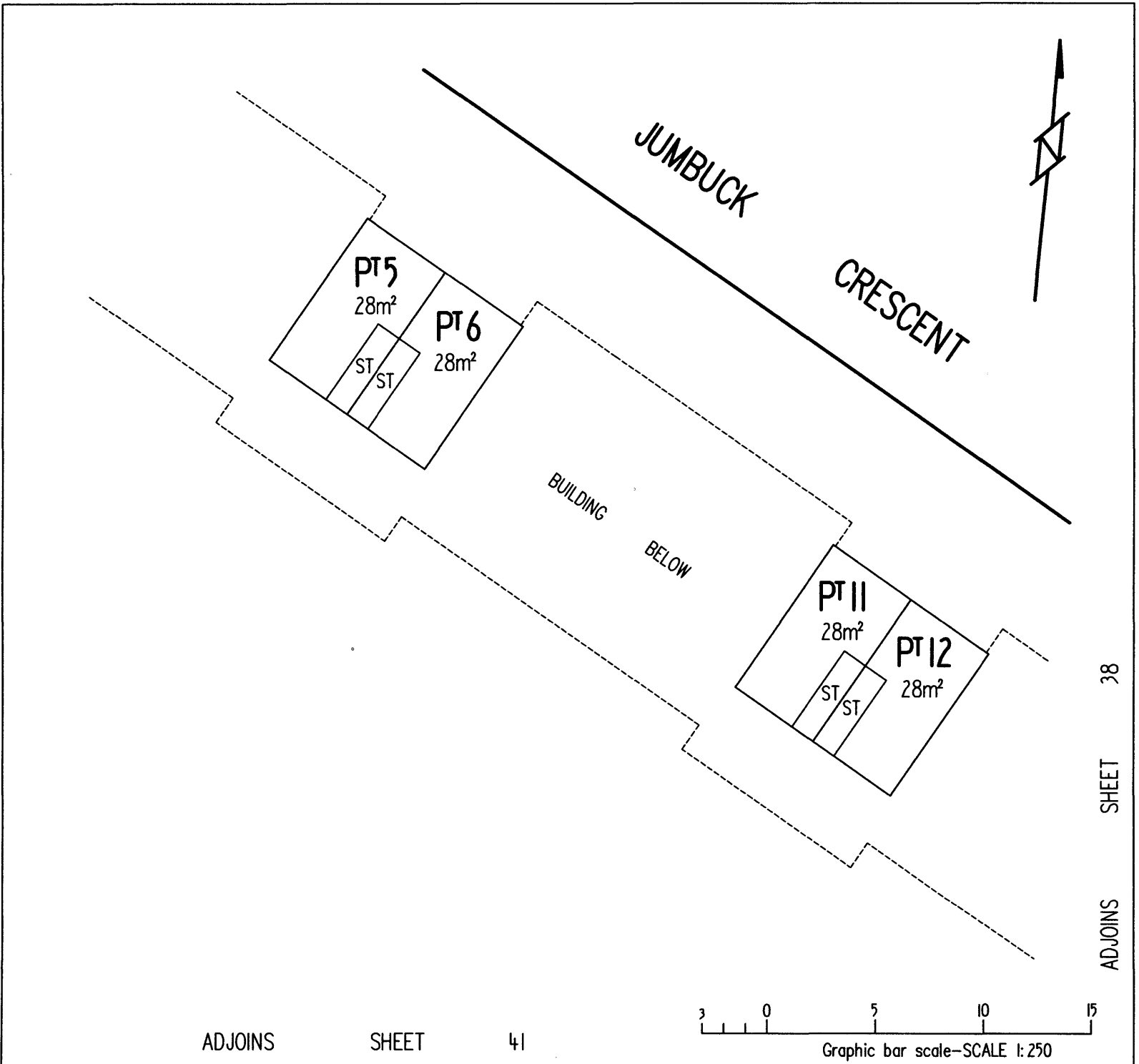
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Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	SECOND
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<p>Art Projects Five Pty Ltd Art ACN 604053974 Sole Director ELISA ROSO 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

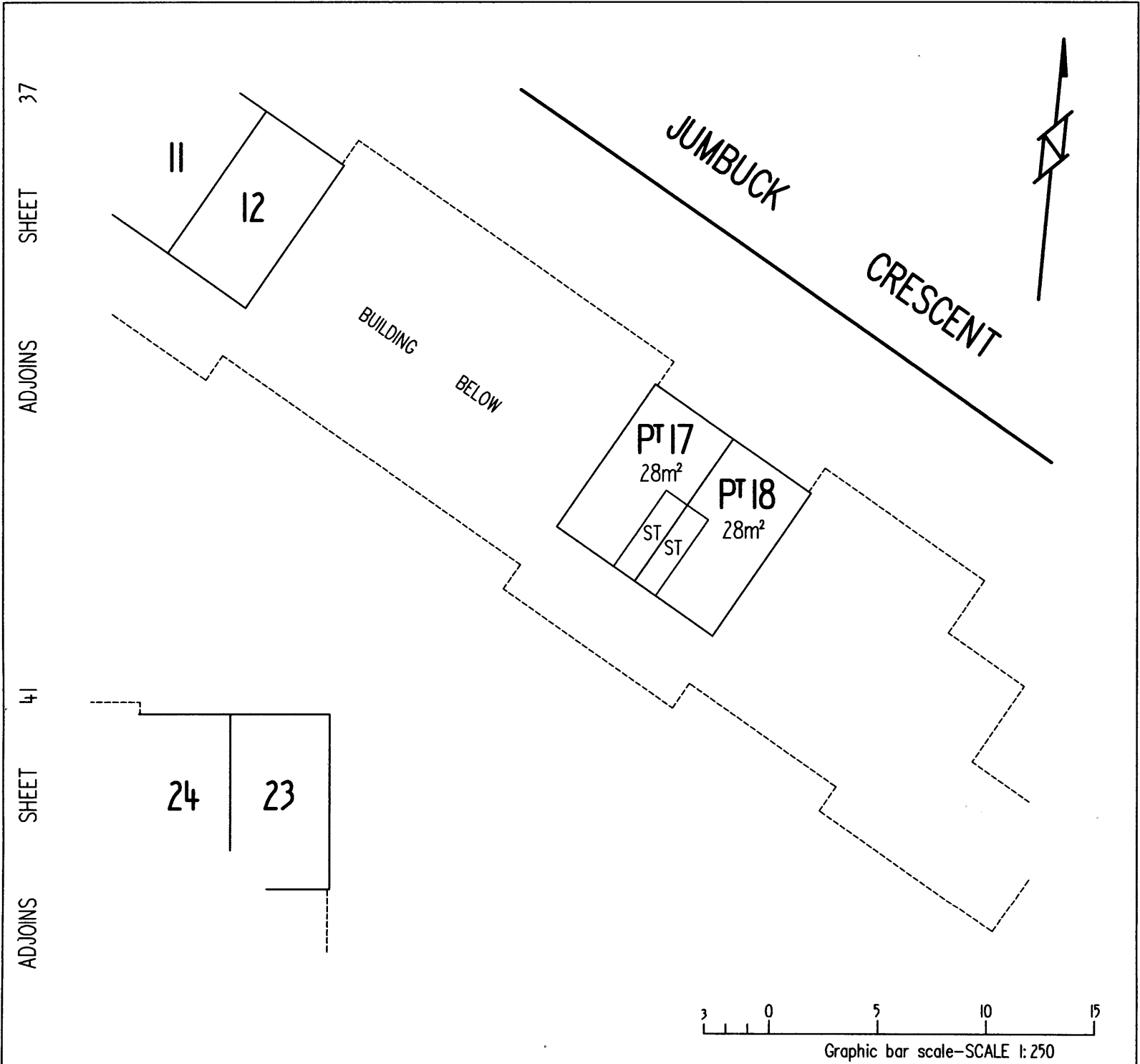
Form 091-FP

FLOOR PLAN

Division	Section	Block
LAWSON	42	1

UNITS PLAN No.
4338

FLOOR NUMBER	SECOND
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<p>Art Projects Five Pty Ltd</p> <p>Art ACN 604053974</p> <p>Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i></p> <p>Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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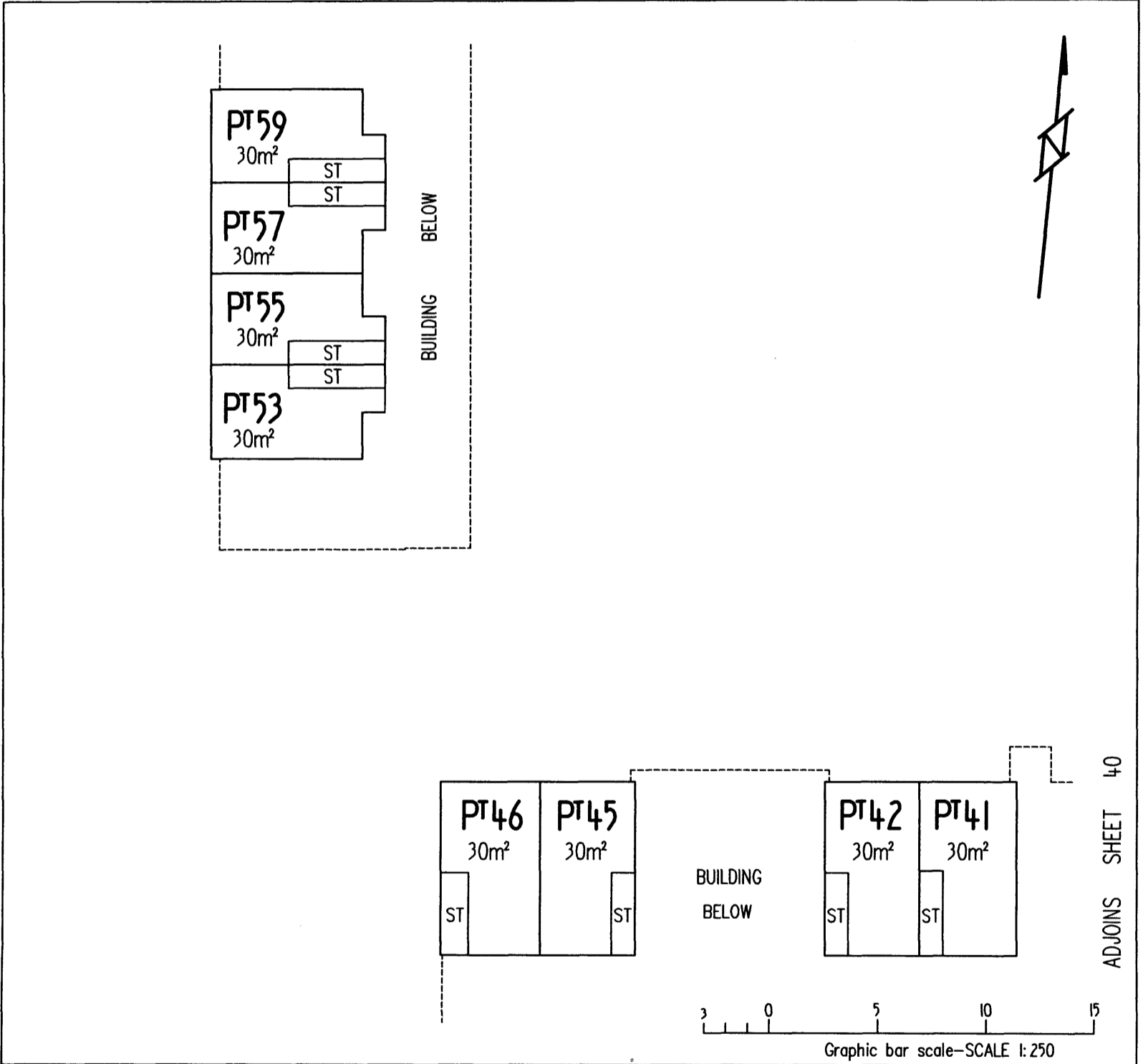
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	SECOND
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Art Projects Five Pty Ltd
Art ACN 604053974
Sole Director ELISA ROSO
 Registered Proprietor

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

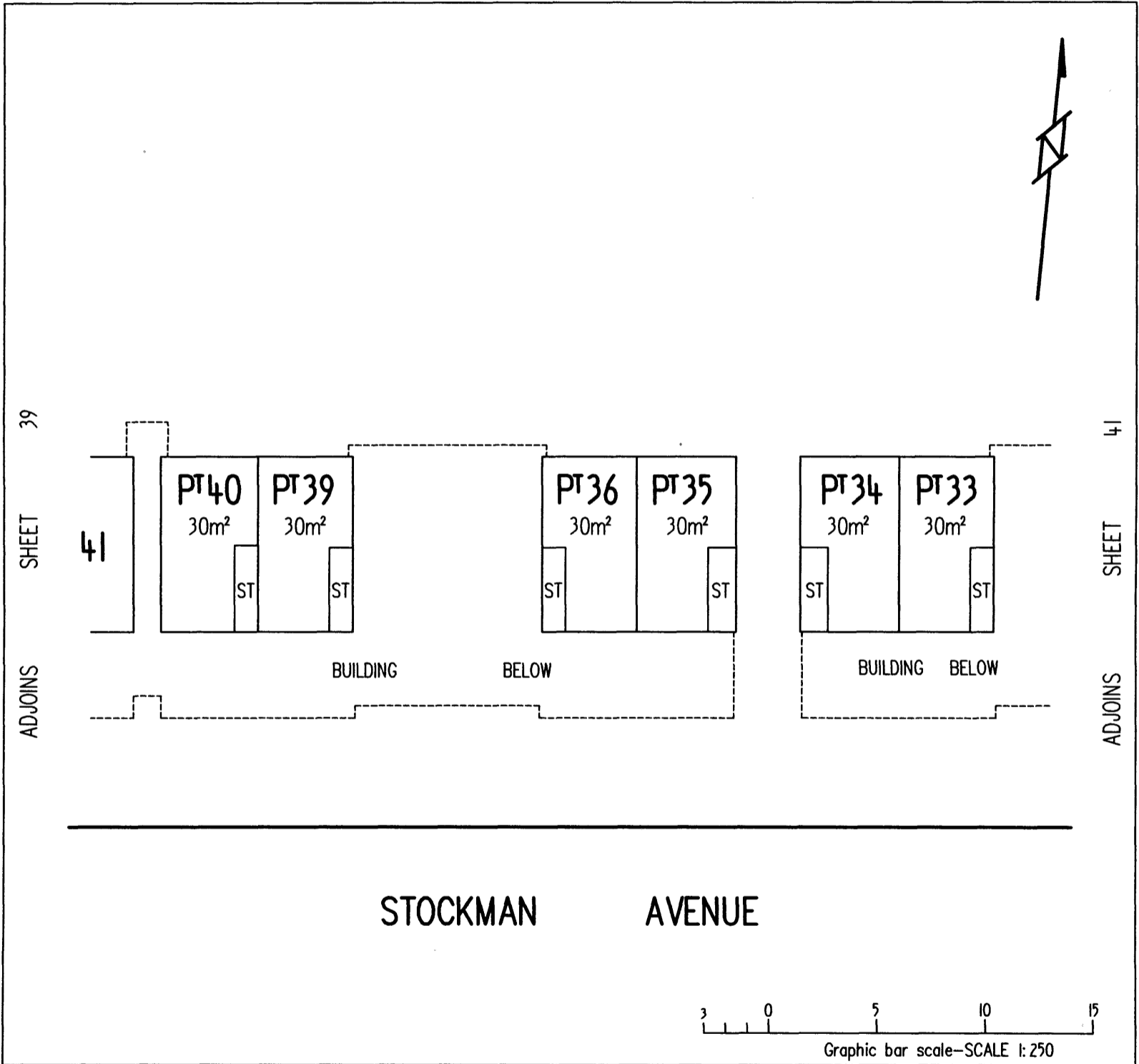
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091-FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
LAWSON	42	1	4338

FLOOR NUMBER	SECOND
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<p>Art Projects Five Pty Ltd</p> <p>Art ACN 604053974</p> <p>Sole Director ELISA ROSO Registered Proprietor</p>	<p><i>Lyn Tankey</i></p> <p>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

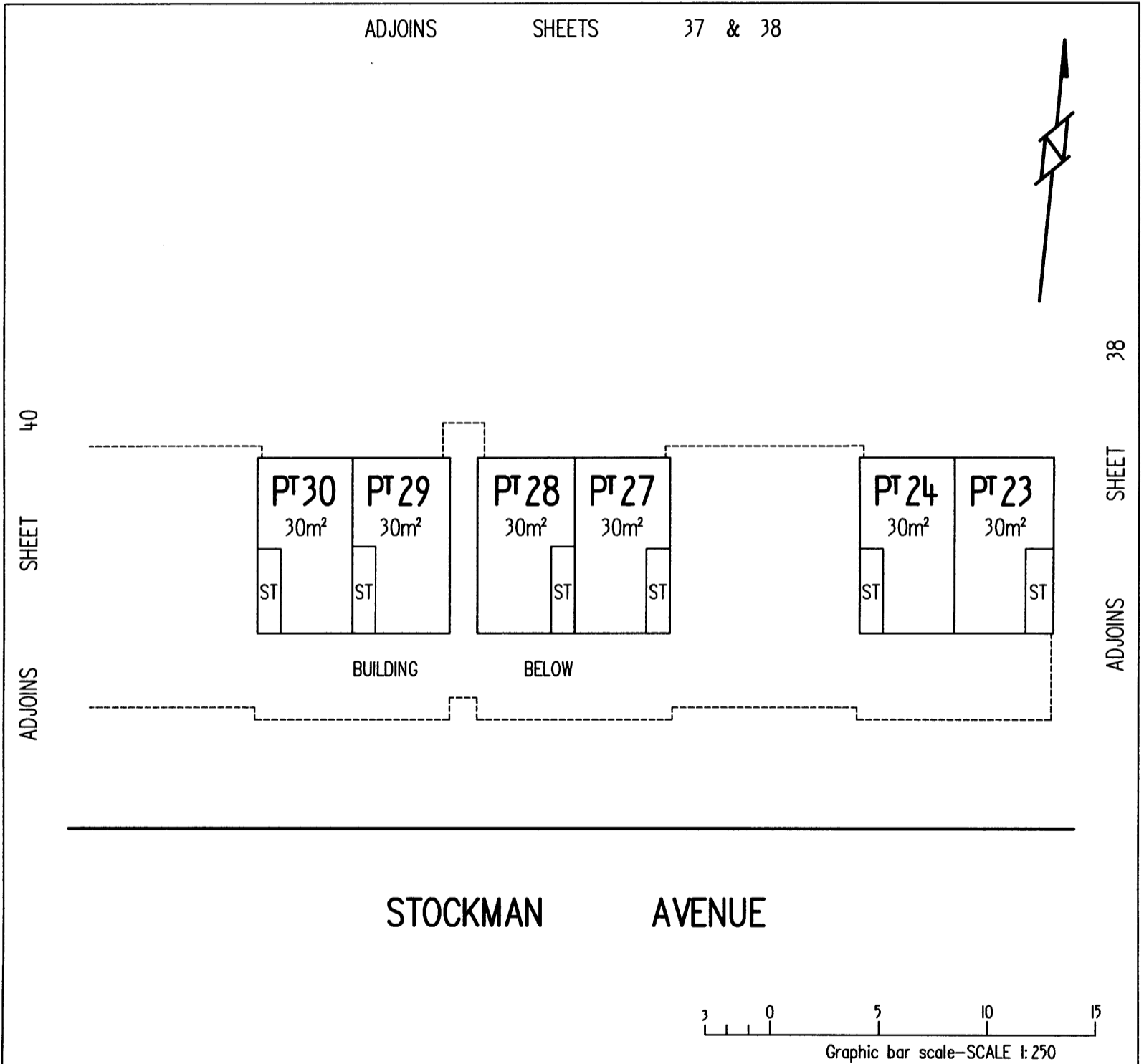
Form 091-FP

FLOOR PLAN

Division	Section	Block
LAWSON	42	1

UNITS PLAN No.
4338

FLOOR NUMBER	SECOND
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Art Projects Five Pty Ltd
Art ACN 604053974
Sole Director ELISA ROSO
 Registered Proprietor

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

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4338

Block 1 Section 42 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 thirty first day of August 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 - 76 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

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

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

Art Projects Five Pty Ltd

Art ACN 604053974

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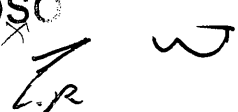


- PURPOSE (c) To use Units 1 to 76 for the purpose of multi-unit housing of not less than forty six (46) dwellings and not more than eighty (80) dwellings AND IN ADDITION the parcel of land may also be used for one or more of the following purposes:
- (i) boarding house;
 - (ii) child care centre;
 - (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

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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:

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




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

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

ACCEPTANCE OF (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;

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- (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;

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- (g) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (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:

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where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

- (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (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

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ELISA ROSO

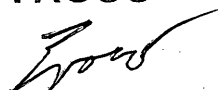
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- (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (r) “special dwelling” means a dwelling used or to be used by a government agency 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. 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;

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- (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..... Seventh day of June2017.

V Valley

Lyn Tankey

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

LESSEE: **Art Projects Five Pty Ltd**
ART PROJECTS FIVE PTY LIMITED A.C.N. 604 053 974

Art ACN 604053974

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ELISA ROSO

Sole Director ELISA ROSO

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4338

Block 1 Section 42 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 thirty first day of August 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. 4338 ("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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Art ACN 604053974

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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 the building; or

Art Projects Five Pty Ltd

Art ACN 604053974 to which the Tree Protection Act 2005, applies;

sole Director ELISA ROSO



- (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. 4338
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;

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- (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.....Seventh..... day of.....June.....2017.



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

LESSEE: **ART PROJECTS FIVE PTY LIMITED ACN 604053974**

Art ACN 604053974

Sole Director ELISA ROSO



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	62	Block	1	Section	42	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: 78885 | | Dated: 05-JUN-17 |
| 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 : 2026/168 - 194472035

Date: 14-MAY-26 11:22:39



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 11:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 12

INFORMATION ABOUT THE PROPERTY

LAWSON Section 42/Block 1/Unit 62

Building Class: A

Area(m2): 11,355.9
Unimproved Value: \$6,574,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

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

Page 2 of 12

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201528262 **Lodged** 11-SEP-15 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-76 UNIT DEVELOPMENT. Proposed construction of 76 residential units to be made up of 1, 2 & 3 bedroom units, basement parking and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Lawson	42	1-1	

-- Involved Parties -----

Role	Name
Lessee	Land Development Agency
Lessee	Tams-Roads Act
Applicant	Dna Architects
Representor	Murray, J

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

**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
-----------------	-----------------	----------------	-----------------	-------------



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

**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



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

**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



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

**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
-----------------	-----------------	----------------	-----------------	-------------



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

**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



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

**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



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

**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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**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

14-MAY-2026 11:22

**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



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

14-MAY-2026 11:22

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

14-MAY-2026 11:22

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 ----



Better communities.
The Whittles way.

Unit 43, 2 King Street
Deakin ACT 2600

02 5131 2600
whittles.com.au

Whittles Canberra Pty Ltd
ABN 39 634 756 031

20/05/26

INFO TRACK
L 8 / 135 KING STREET
SYDNEY, NSW, 2000

Dear Sir/Madam

RE: Units Plan 4338
15 JUMBUCK CRESCENT, LAWSON
Lot: 00062
OWNER: A S & R Bamra

Thank you for your instructions with reference to the above. Please find enclosed Certificate under Section 119 of the Unit Titles (Management) Act 2011 (UTMA) as requested.

Please note that we are unable to provide verbal updates once a certificate has been issued. Any requests for an update on fund balances and levies struck may incur additional costs if outside of the 4-month period specified in the UTMA.

We have attached a Section 115 Notice template to this Certificate. We ask that you please ensure this form is completed upon settlement and returned to our office with the correct address for service of documents for the new proprietor.

Yours faithfully

Rebecca Schenk
Strata Manager
Whittles Canberra

Unit Titles (Management) Certificate Determination 2012

SECTION 119 CERTIFICATE

Unit Titles (Management) Act 2011

Date of Certificate	14/05/2026
Units Plan in respect of which certificate issue:	0000004338
Unit in respect of which certificate issued:	Lot:00062
Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person)	Info Track L 8 / 135 KING STREET, SYDNEY
If authorised person, authorised by: (owner)	A S & R Bamra

The Owners Corporation of Units Plan 4338 certifies the following with respect to the unit the subject of this Certificate:

1. Executive Committee

The Executive Committee's name and addresses are:

Member	R WONG 23/76 STOCKMAN AVENUE LAWSON ACT 2617
Member	C DIETZEL 8 GELANE STREET NGUNNAWAL ACT 2913
Member	A SHCHERBAKOV UNIT 59, 15 JUMBUCK CRESCENT LAWSON ACT 2617
Member	E HUDLESTON UNIT 70, 15 JUMBUCK CRESCENT LAWSON ACT 2617
Member	B BROWN UNIT 74, 15 JUMBUCK CRESCENT LAWSON ACT 2617
Chairperson	A REDFORD 27/76 STOCKMAN AVENUE LAWSON ACT 2617

2. Managing Agent (if any)

Name of Managing Agent (if any) appointed:	Whittles PO Box 3208 Weston ACT 2611
--	--

3. Books and Records

The Owners Corporation's books, records and corporate register can be inspected at:	Unit 43, 2nd Floor, 2 King Street DEAKIN ACT 2600
---	---

4. Insurance

- 4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation) Yes
- 4.2 Copy of Insurance Valuation attached Yes

5. Reports & Contracts

- 5.1 Copy attached of current Sinking Fund Forecast Yes
- 5.2 Current Service Contracts Whittles Canberra Expiry 23/07/26 Yes

6. Contributions

6a. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

Total Annual Contributions	\$2,700.00	Number of instalments/year	4	Period 01/09/25 - 31/08/26
----------------------------	------------	----------------------------	---	----------------------------

Administration Fund	Amount	Due Date	Date Paid
01/09/25 to 30/11/25	\$675.00	15/09/25	01/09/25
01/12/25 to 28/02/26	\$675.00	15/12/25	01/12/25
01/03/26 to 31/05/26	\$675.00	15/03/26	02/03/26
01/06/26 to 31/08/26	\$675.00	15/06/26	-

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

6b. Sinking Fund - contributions payable by periodic instalments or lump sum (as determined under S89)

Total Annual Contributions	\$528.00	Number of instalments/year	4	Period 01/09/25 - 31/08/26
----------------------------	----------	----------------------------	---	----------------------------

Sinking Fund	Amount	Due Date	Date Paid
01/09/25 to 30/11/25	\$132.00	15/09/25	01/09/25
01/12/25 to 28/02/26	\$132.00	15/12/25	01/12/25
01/03/26 to 31/05/26	\$132.00	15/03/26	02/03/26
01/06/26 to 31/08/26	\$132.00	15/06/26	-

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

7. Balance of funds for the owners corporation

Administrative Fund \$186,728.33CR

Sinking Fund \$250,515.59CR

Special Notes

Information to all Lots: - Cladding report attached for UP4338, note they identified 12% EPS

This development is a Class A - Maintenance Guide is attached.

Has the developer control period expired? Yes

Has the Corporation borrowed money (details if applicable) No

Has the Corporation installed any sustainability infrastructure? No

Has the Corporation applied to the Planning Land Authority for an extension of the Crown Lease?

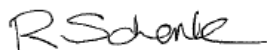
Expires 21/08/2114.

The common seal of the Owners

Units Plan 4338

Was hereunto affixed on 14/05/2026

in the presence of Whittles Canberra



Rebecca Schenk
Strata Manager

PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED

TO: Whittles Canberra
PO Box 3208, Weston, ACT 2611
email to - info.canberra@whittles.com.au

SETTLEMENT DATE: ___/___/___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:	Purchaser 2:
_____	_____
First & Second Names	First & Second Names
_____	_____
Surname	Surname
(All names IN FULL and title required e.g.MS/MISS/MRS/MR)	

TELEPHONE NUMBERS:

HOME: _____ WORK: _____
MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

Solicitor/Agent:
Info Track
L 8 / 135 KING STREET, SYDNEY

Units Plan 4338
15 JUMBUCK CRESCENT, LAWSON
Lot: 00062
OWNER: A S & R Bamra

TAX INVOICE

14/05/2026

Whittles Canberra
ABN 39 634 756 031
PO Box 3208
WESTON ACT 2611

Info Track
L 8 / 135 KING STREET
SYDNEY NSW 2000

DESCRIPTION:

Searching and completing document for provisions of Section 119 of the *Units Plan (Management) Act 2011*, Lot : 00062 at 15 JUMBUCK CRESCENT, LAWSON

Units Plan 4338

FEE: As prescribed \$310.90 PAID
Plus 10% GST \$31.09 PAID

TOTAL: \$342.00 PAID

OWNER: A S & R Bamra

EFT Payment:

Whittles Canberra

BSB - 185 300

A/C - 304517394

EFT Reference: Lot 62 Plan 4338

Email remittance to: info.canberra@whittles.com.au

With Compliments

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 4338

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 23/07/2025

Tick applicable box, or both boxes if applicable:

Regularly Convened Convened after

The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3). **adjournment**
The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
23/07/2025	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.

Date: 23/07/2025



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** is a decision of a general meeting of the owners corporations made while a quorum (a **reduced quorum**) smaller than **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, 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 s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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

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

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date** of effect) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part 3.1, schedule 3)

B3 **How many reduced quorum decisions be disallowed?**

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (3), part 3.1, schedule 3).

The petition must-

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

B4 **How may reduced quorum decisions be confirmed?**

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above)
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

B5 **How may reduced quorum decisions be revoked?**

- A reduced-quorum may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 4338

Meeting Date	Wednesday, 23 July 2025																																																		
Meeting Location	Whittles, Canberra Boardroom and via Microsoft Teams																																																		
Time	05:00 PM	Opened: 05:00 PM	Closed: 06:40 PM																																																
Lots Represented	<table border="0"> <tr><td>00005</td><td>N Duong</td><td>Owner present</td></tr> <tr><td>00016</td><td>A & D Hansard</td><td>Owner present</td></tr> <tr><td>00021</td><td>D Graham</td><td>Owner present</td></tr> <tr><td>00022</td><td>M Bell</td><td>Owner present</td></tr> <tr><td>00025</td><td>M McCallum & D O'Kelly</td><td>Owner present</td></tr> <tr><td>00027</td><td>A Redford</td><td>Owner present</td></tr> <tr><td>00028</td><td>J Doan & A Kohen</td><td>Owner present</td></tr> <tr><td>00040</td><td>T Hartley</td><td>Owner present</td></tr> <tr><td>00041</td><td>C Dietzel</td><td>Owner present</td></tr> <tr><td>00050</td><td>D Low</td><td>Owner present</td></tr> <tr><td>00053</td><td>S O'Connor & E Dodd</td><td>Owner present</td></tr> <tr><td>00059</td><td>A Shcherbakov & O Shcherbakova</td><td>Owner present</td></tr> <tr><td>00066</td><td>J Palmani</td><td>Owner present</td></tr> <tr><td>00070</td><td>D Primrose & E Hudleston</td><td>Owner present</td></tr> <tr><td>00074</td><td>B & F Brown</td><td>Owner present</td></tr> <tr><td>00076</td><td>A & S Ruhani</td><td>Owner present</td></tr> </table>			00005	N Duong	Owner present	00016	A & D Hansard	Owner present	00021	D Graham	Owner present	00022	M Bell	Owner present	00025	M McCallum & D O'Kelly	Owner present	00027	A Redford	Owner present	00028	J Doan & A Kohen	Owner present	00040	T Hartley	Owner present	00041	C Dietzel	Owner present	00050	D Low	Owner present	00053	S O'Connor & E Dodd	Owner present	00059	A Shcherbakov & O Shcherbakova	Owner present	00066	J Palmani	Owner present	00070	D Primrose & E Hudleston	Owner present	00074	B & F Brown	Owner present	00076	A & S Ruhani	Owner present
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00074	B & F Brown	Owner present																																																	
00076	A & S Ruhani	Owner present																																																	
By Proxy	<table border="0"> <tr><td>00003</td><td>D Barr</td><td>Electronic vote</td></tr> <tr><td>00009</td><td>C He</td><td>Electronic vote</td></tr> <tr><td>00011</td><td>N Blyth</td><td>Electronic vote</td></tr> <tr><td>00020</td><td>W Tesfaye</td><td>Electronic vote</td></tr> <tr><td>00023</td><td>R Wong</td><td>Proxy: A & D Hansard</td></tr> <tr><td>00030</td><td>A Miller</td><td>Electronic vote</td></tr> <tr><td>00032</td><td>K Embery</td><td>Electronic vote</td></tr> <tr><td>00055</td><td>J Pitt</td><td>Electronic vote</td></tr> <tr><td>00056</td><td>M Copelin</td><td>Electronic vote</td></tr> <tr><td>00058</td><td>H</td><td>Electronic vote</td></tr> <tr><td>00075</td><td>Z Guan & G Zhang</td><td>Electronic vote</td></tr> </table>			00003	D Barr	Electronic vote	00009	C He	Electronic vote	00011	N Blyth	Electronic vote	00020	W Tesfaye	Electronic vote	00023	R Wong	Proxy: A & D Hansard	00030	A Miller	Electronic vote	00032	K Embery	Electronic vote	00055	J Pitt	Electronic vote	00056	M Copelin	Electronic vote	00058	H	Electronic vote	00075	Z Guan & G Zhang	Electronic vote															
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Chairperson	D Hansard																																																		
Additional Attendees	Giorgia Fiorenza Julian representing Whittles Canberra Pty Ltd																																																		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2				
Confirmation of Minutes	Ordinary Resolution			
That the minutes of the previous Annual General Meeting held on 14/8/24 be confirmed.				
Motion CARRIED.				
VOTES	Yes : 26	No: 0	Abs: 1	Inv: 0

Motion 3				
Financial Statement	Ordinary Resolution			
That the financial statement for the period 1/6/24 to 30/5/25 be adopted.				
Motion CARRIED.				
VOTES	Yes : 25	No: 1	Abs: 1	Inv: 0

Motion 4				
Management Agreement	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation appoint Whittles Canberra Pty Ltd as per the attached Management Agreement. <i>Note: A 12-month agreement was approved.</i>				
Motion CARRIED.				
VOTES	Yes : 25	No: 0	Abs: 2	Inv: 0

Motion 5				
Insurance Renewal & Valuation-AMENDED	Ordinary Resolution			
<p>The Owners Corporation obtain a valuation for insurance purposes and that the sum insured be adjusted in accordance with the valuation increase the sum insured by 5%.</p> <p>That the Owners Corporation confirms the attached Insurance Summary Document and authorises MGA Insurance Brokers to market the insurance policy ahead of the renewal.</p>				
Motion CARRIED.				
VOTES	Yes : 23	No: 0	Abs: 4	Inv: 0

Motion 6				
Fire Safety Review	Ordinary Resolution			
<p>That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.</p>				
Motion CARRIED.				
VOTES	Yes : 26	No: 0	Abs: 1	Inv: 0

Motion 7				
Sinking Fund Forecast Review	Ordinary Resolution			
<p>That the corporation has reviewed the current Sinking Fund plan attached to this notice of meeting and is satisfied that the forecast expenditure for capital works and the forecast contribution levels are adequate to meet the needs of the corporation up to 06/01/2023. It is also noted that the corporation can amend the Sinking Fund Plan at any time via an ordinary resolution at a general meeting.</p>				
Motion CARRIED.				
VOTES	Yes : 24	No: 0	Abs: 3	Inv: 0

Motion 8				
Maintenance Schedule/Plan	Ordinary Resolution			
That the Owners Corporation notes the attached Maintenance Plan, confirms it has been reviewed and discussed, and agrees that appropriate maintenance requirements have been considered and budgeted for accordingly.				
Motion CARRIED.				
VOTES	Yes : 25	No: 0	Abs: 2	Inv: 0

Motion 9				
Administration Fund Expenditure Budget- AMENDED	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$230,500.00-\$245,500.00 be accepted.				
Motion CARRIED.				
VOTES	Yes : 25	No: 0	Abs: 2	Inv: 0

Motion 10				
Sinking Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$5,164.00 be accepted.				
Motion CARRIED.				
VOTES	Yes : 25	No: 0	Abs: 2	Inv: 0

Motion 11				
Administration Fund Levy- AMENDED	Ordinary Resolution			
<p>That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$196,550.00 \$245,500.00 for the period 1/9/25 to 31/8/26 to be contributed by members in accordance with their Unit Entitlements.</p> <p>Levies are to be paid quarterly in advance. This is no change from the previous levies.</p> <p>Levy due dates are 15/09, 15/12, 15/03, 15/06.</p>				
Motion CARRIED.				
VOTES	Yes : 26	No: 0	Abs: 1	Inv: 0

Motion 12				
Sinking Fund Levy	Ordinary Resolution			
<p>That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$47,882.00 for the period 1/9/25 to 31/8/26 to be contributed by members in accordance with their Unit Entitlements.</p> <p>Levies are to be paid quarterly in advance. This is an increase from the previous levies.</p> <p>Levy due dates are 15/09, 15/12, 15/03, 15/06.</p>				
Motion CARRIED.				
VOTES	Yes : 25	No: 1	Abs: 1	Inv: 0

Motion 13				
Debt Recovery	Ordinary Resolution			
<p>In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p>				
Motion CARRIED.				
VOTES	Yes : 26	No: 0	Abs: 1	Inv: 0

Item 14

General Business

Bin Room – Cleaning Equipment

Whittles to arrange for the installation of a wall-mounted dustpan and broom in the bin room to assist with general cleanliness and encourage proper waste management.

Unit 27 – Gutter Maintenance

The gutters associated with Unit 27 are to be included in the maintenance action list. This is to ensure they are inspected and cleared as part of routine gutter cleaning and repairs.

Community Engagement – Facebook Page

A Facebook page has been created for owners and residents of the complex. This platform is intended to improve communication, share updates, and foster a stronger sense of community. Owners and residents are encouraged to join and participate.

Defects – JLG Attendance and Quotation

Following a recent site visit by JLG to inspect reported unit defects, a quotation has been provided for a portion of the required rectification works. The Executive Committee is to review the quotation and provide approval before works proceed.

Garage Wet Walls – Engineering Review

JLG have advised that the persistent moisture issues affecting the garage walls require further investigation. They have recommended that a qualified structural engineer be engaged to assess the issue and provide a scope of works for rectification. Whittles to obtain a quote for this assessment and present it to the Executive Committee for consideration.

Election of Committee

The following owners volunteered to form part of the Executive Committee (EC):

- 00016 D Hansard
- 00027 A Redford
- 00023 R Wong
- 00041 C Dietzel
- 00059 O Shcherbakova
- 00070 E Hudleston
- 00074 B Brown

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

PROPOSED BUDGET

THE OWNERS UNIT PLAN NO 4338
15 JUMBUCK CRESCENT, LAWSON

Year ending May 2026

ADMINISTRATION FUND

	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Annual Total
INCOME					
Contributions	61,375.00	61,375.00	61,375.00	61,375.00	\$245,500.00
Arrears	4,902.86	0.00	0.00	0.00	\$4,902.86
Advances	-547.36	-0.00	-0.00	-0.00	-\$547.36
Total	65,730.50	61,375.00	61,375.00	61,375.00	\$249,855.50
EXPENDITURE					
Cleaning	800.00	800.00	800.00	800.00	\$3,200.00
Common property	2,250.00	2,250.00	2,250.00	2,250.00	\$9,000.00
Common property - Defect repairs	22,500.00	22,500.00	22,500.00	22,500.00	\$90,000.00
Electrical	250.00	250.00	250.00	250.00	\$1,000.00
Fire systems	250.00	250.00	250.00	250.00	\$1,000.00
Garage - Security gate/roller door	250.00	250.00	250.00	250.00	\$1,000.00
Grounds	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Gutters & downpipes - Cleaning	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Insurance - Excess	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Insurance - Renewal	11,750.00	11,750.00	11,750.00	11,750.00	\$47,000.00
Management - Additional services fee	750.00	750.00	750.00	750.00	\$3,000.00
Management - Agreed Services	7,600.00	7,600.00	7,600.00	7,600.00	\$30,400.00
Pest control	625.00	625.00	625.00	625.00	\$2,500.00
Plumbing	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Public Officer Fee	50.00	50.00	50.00	50.00	\$200.00
Rubbish - Additional removal	250.00	250.00	250.00	250.00	\$1,000.00
Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
Utilities - Electricity	1,050.00	1,050.00	1,050.00	1,050.00	\$4,200.00
Utilities - Water	500.00	500.00	500.00	500.00	\$2,000.00
Total	61,375.00	61,375.00	61,375.00	61,375.00	\$245,500.00

SINKING FUND

	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Annual Total
INCOME					
Contributions	11,970.50	11,970.50	11,970.50	11,970.50	\$47,882.00
Arrears	1,504.68	0.00	0.00	0.00	\$1,504.68
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	13,475.18	11,970.50	11,970.50	11,970.50	\$49,386.68
EXPENDITURE					
Common property	1,291.00	1,291.00	1,291.00	1,291.00	\$5,164.00
Total	1,291.00	1,291.00	1,291.00	1,291.00	\$5,164.00

CASH FLOW SUMMARY

	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	107,100.03	111,455.53	111,455.53	111,455.53	\$107,100.03
Add: Contributions	61,375.00	61,375.00	61,375.00	61,375.00	\$245,500.00
Add: Arrears	4,902.86	0.00	0.00	0.00	\$4,902.86
Minus: Advances	547.36	0.00	0.00	0.00	\$547.36
Minus: Expenditures	61,375.00	61,375.00	61,375.00	61,375.00	\$245,500.00
CLOSING BALANCE	111,455.53	111,455.53	111,455.53	111,455.53	\$111,455.53
<u>SINKING FUND</u>					
Opening Balance	218,196.29	230,380.47	241,059.97	251,739.47	\$218,196.29
Add: Contributions	11,970.50	11,970.50	11,970.50	11,970.50	\$47,882.00
Add: Arrears	1,504.68	0.00	0.00	0.00	\$1,504.68
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	1,291.00	1,291.00	1,291.00	1,291.00	\$5,164.00
CLOSING BALANCE	230,380.47	241,059.97	251,739.47	262,418.97	\$262,418.97

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 76

Lot Number	— Effective from 01/09/25 —		— Effective from 01/09/25 —	
	UE ADMIN Fund	ADMIN Fund (incl. GST)	UE SINKING Fund	SINKING Fund (incl. GST)
21	86 527.82	\$581	86 102.94	\$113
51, 52, 54, 56, 58, 60, 61, 62	100 613.75	\$675	100 119.70	\$132
47, 48, 49, 50	105 644.43	\$709	105 125.69	\$138
22	128 785.60	\$864	128 153.22	\$169
53, 55, 57, 59	130 797.87	\$878	130 155.61	\$171
63, 64, 65, 66, 67, 69, 71, 73, 75	131 804.01	\$884	131 156.81	\$173
25, 26, 31, 32, 37, 38, 43, 44	132 810.15	\$891	132 158.01	\$174
1, 2, 3, 4, 7, 8, 9, 10, 13, 14, 15, 16, 19, 20	138 846.97	\$932	138 165.19	\$182
5, 6, 11, 12, 17, 18, 23, 24, 27, 30, 33, 34, 35, 36, 39, 42, 45, 46	143 877.66	\$966	143 171.17	\$188
28, 29, 40, 41, 68, 70, 72, 74, 76	145 889.93	\$979	145 173.57	\$191
QUARTERLY TOTAL	<i>\$61,374.74</i>	<u>\$67,524.00</u>	<i>\$11,970.18</i>	<u>\$13,174.00</u>

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 4338

A2 Annual General Meeting

Date (or dates) of general meeting

at which the reduced quorum

decision or decisions were made 14/8/24

Tick applicable box, or both boxes if applicable:

Regularly Convened Convened after

The general meeting was regularly convened (not following any adjournment under UTMA s3.9(3) or (6) (a), part 3.1, schedule 3). **adjournment**
The general meeting was convened following an adjournment or Adjournments (under UTMA s3.9 (3) or (6) (a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of Decision	Full text of reduced quorum decision
<u>14/8/24</u>	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.

Date: 14/8/24



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

- A **reduced quorum** is a decision of a general meeting of the owners corporations made while a quorum (a **reduced quorum**) smaller than **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s3.9 (2), part 3.1, 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 s3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions-adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date** of effect) (UMTA s3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s3.11(3)-(5), part3.1, schedule 3)

B3 How many reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s3.11 (3), part 3.1, schedule 3).

The petition must-

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

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above)
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s3.11 (5), part 3.1, schedule 3).

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 4338 Unit Plan No 4338

Meeting Date	14 Aug 2024		
Meeting Location	Whittles, Canberra Boardroom and via Microsoft Teams		
Time	05:00 PM	Opened: 05:05 PM	Closed: 06:04 PM
Lots Represented	00008	L Williams	Owner present
	00012	J Smith	Owner present
	00016	A & D Hansard	Owner present
	00023	R Wong	Owner present
	00038	P Jacobs	Owner present
	00039	R & C Keesing	Owner present
	00041	C Dietzel	Owner present
	00043	A Hahn & F Maggioni	Owner present
	00049	P & P Magar	Owner present
	00050	D Low	Owner present
	00053	S O'Connor & E Dodd	Owner present
	00066	J Palmani	Owner present
	00070	D Primrose & E Hudleston	Owner present
	00073	A Kemp & R Bain	Owner present
	00074	B & F Brown	Owner present
	00076	A & S Ruhani	Owner present
By Proxy	00003	D Barr	Electronic vote
	00011	N Blyth	Electronic vote
	00021	D Graham	Electronic vote
	00030	A & B Miller	Electronic vote
	00056	E Higginson	Electronic vote
	00058	H Li	Electronic vote
Chairperson	J Smith		
Additional Attendees	Giorgia Fiorenza Julian- Whittles Strata.		
Apologies	Nil.		

Declaration of Interest (Advice)

All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

Confirmation of Minutes	Ordinary Resolution			
That the minutes of the previous Annual General Meeting held on 24/8/23 be confirmed.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Financial Statement	Ordinary Resolution			
That the financial statement for the period 1/6/23 to 31/5/24 be adopted.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Management Agreement				
The current agreement in place expires 26/7/25. A copy of the agreement is available for viewing at www.whittles.com.au through your owner portal.				

Insurance Renewal	Ordinary Resolution			
That the existing insurance cover held by the Corporation be marketed by MGA Insurance Brokers prior to renewal. The building sum insured be increased by 5% upon renewal.				
Motion CARRIED.				
VOTES	Yes : 21	No: 1	Abs: 0	Inv: 0

Fire Safety Review	Ordinary Resolution			
That the Owners Corporation reviews the compliance of the common property fire safety measures by engaging an appropriately qualified contractor to ensure the common property equipment is maintained in accordance with the relevant standards.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 0	Inv: 0

Maintenance Schedule/Plan	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Owners Corporation reviews the maintenance schedule and will consider the recommended maintenance requirements for the year.				
Motion CARRIED.				
VOTES	Yes : 21	No: 0	Abs: 1	Inv: 0

Administration Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$196,550.00 be accepted.				
Motion CARRIED.				
VOTES	Yes : 21	No: 0	Abs: 1	Inv: 0

Sinking Fund Expenditure Budget	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$1,361.00 be accepted.				
Motion CARRIED.				
VOTES	Yes : 20	No: 0	Abs: 2	Inv: 0

Administration Fund Levy	Ordinary Resolution			
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$196,550.00 for the period 1/6/24 to 31/5/25 to be contributed by members in accordance with their Unit Entitlements.				
Levies are to be paid half yearly in advance. Levy due dates are 15/09/24 & 15/03/25.				
Motion CARRIED.				
VOTES	Yes : 20	No: 0	Abs: 2	Inv: 0

Sinking Fund Levy	Ordinary Resolution			
<p>That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$46,488.00 for the period 1/6/24 to 31/5/25 to be contributed by members in accordance with their Unit Entitlements.</p> <p>Levies are to be paid half yearly in advance. Levy due dates are 15/09/24 & 15/03/25.</p>				
Motion CARRIED.				
VOTES	Yes : 21	No: 0	Abs: 1	Inv: 0

General Information				
<p><u>Defect Repairs and Funding</u> The meeting agreed to progress defect repairs by initiating the below 5-stage approach.</p> <p>Step 1- Pre-Project Consultation- Owners are to advise of any structural defects, Strata Manager to compile list. Step 2- Scoping and Reporting- Contractor to scope the works, confirm responsibility and report Step 3- Contractor Tender- Strata Manager to compile tender documentation, Contractors to quote on works Step 4- Remediation works- Contractor to complete remediation works, repairs will be prioritised based on urgency. Step 5- Defect Liability Period- Owners are to monitor remediation and advise of any failings.</p> <p>Please be advised that all reported defects will be verified by a licensed contractor. Any maintenance-related issues identified during this process will be deemed the responsibility of the unit owner to address and repair. In accordance with the Unit Titles Management Act, unit owners are obligated to ensure their property is maintained in good condition and repair.</p> <p><u>Solar Panels</u> The Corporation agreed to investigating the feasibility of installing common solar power for the complex.</p> <p>In support of this initiative, the ACT Government, in partnership with the Commonwealth Government, is offering a scheme to incentivise the installation of rooftop solar systems in medium-density apartment complexes. Under this program, eligible complexes can receive up to 50% of the installation cost as a grant (non-repayable funds) and the remaining 50% as an interest-free loan over a 10-year period.</p> <p>Whittles Strata has engaged SolarHub to conduct a feasibility study and provide a quote for the proposed installation.</p> <p><u>Gardening Committee</u> A proposal has been put forth to establish a volunteer-led gardening committee, comprised of residents who are willing to contribute their time to enhance the aesthetic appeal of the common areas by undertaking tasks such as planting ground covers and mulching garden beds. This initiative aims to beautify the outdoor spaces, promote a sense of community, and maintain a well-manicured environment for all residents to enjoy whilst keeping levies low for gardening.</p> <p>If you are interested in volunteering your time, please email the Strata Manager at giorgia@whittles.com.au.</p> <p><u>Gardening Contract</u> The meeting agreed that the gardening is not up to par and that the complex should go to tender.</p>				

Election of Committee

The following unit owners volunteered to form part of the Executive Committee (EC):

00016	A & D Hansard
00023	R Wong
00041	C Dietzel
00043	A Hahn & F Maggioni
00049	P & P Magar
00070	D Primrose & E Hudleston
00073	A Kemp & R Bain

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.***

If you have another property that you would like to consider for management by Whittles, please advise your manager so a proposal can be arranged or “request a quote” through the above website.

BUDGET

THE OWNERS UNIT PLAN NO 4338
15 JUMBUCK CRESCENT, LAWSON

Year ending May 2025

ADMINISTRATION FUND

	Jun-Aug 24	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Annual Total
INCOME					
Contributions	49,137.50	49,137.50	49,137.50	49,137.50	\$196,550.00
Arrears	1,047.18	0.00	0.00	0.00	\$1,047.18
Advances	-488.69	-0.00	-0.00	-0.00	-\$488.69
Total	49,695.99	49,137.50	49,137.50	49,137.50	\$197,108.49
EXPENDITURE					
Cleaning	750.00	750.00	750.00	750.00	\$3,000.00
Common property	2,250.00	2,250.00	2,250.00	2,250.00	\$9,000.00
Common property - Defect repairs	12,500.00	12,500.00	12,500.00	12,500.00	\$50,000.00
Electrical	250.00	250.00	250.00	250.00	\$1,000.00
Fire systems	250.00	250.00	250.00	250.00	\$1,000.00
Grounds	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
Gutters & downpipes - Cleaning	2,000.00	2,000.00	2,000.00	2,000.00	\$8,000.00
Insurance - Excess	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Insurance - Renewal	11,750.00	11,750.00	11,750.00	11,750.00	\$47,000.00
Management - Additional services fee	250.00	250.00	250.00	250.00	\$1,000.00
Management - Agreed Services	6,650.00	6,650.00	6,650.00	6,650.00	\$26,600.00
Pest control	500.00	500.00	500.00	500.00	\$2,000.00
Plumbing	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Public Officer Fee	50.00	50.00	50.00	50.00	\$200.00
Rubbish - Additional removal	250.00	250.00	250.00	250.00	\$1,000.00
Taxation - BAS Return	750.00	0.00	0.00	0.00	\$750.00
Utilities - Electricity	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Utilities - Water	500.00	500.00	500.00	500.00	\$2,000.00
Total	49,700.00	48,950.00	48,950.00	48,950.00	\$196,550.00

SINKING FUND

	Jun-Aug 24	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Annual Total
INCOME					
Contributions	11,622.00	11,622.00	11,622.00	11,622.00	\$46,488.00
Arrears	437.40	0.00	0.00	0.00	\$437.40
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	12,059.40	11,622.00	11,622.00	11,622.00	\$46,925.40
EXPENDITURE					
Common property	340.25	340.25	340.25	340.25	\$1,361.00
Total	340.25	340.25	340.25	340.25	\$1,361.00

CASH FLOW SUMMARY

	Jun-Aug 24	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	33,940.98	33,936.97	34,124.47	34,311.97	\$33,940.98
Add: Contributions	49,137.50	49,137.50	49,137.50	49,137.50	\$196,550.00
Add: Arrears	1,047.18	0.00	0.00	0.00	\$1,047.18
Minus: Advances	488.69	0.00	0.00	0.00	\$488.69
Minus: Expenditures	49,700.00	48,950.00	48,950.00	48,950.00	\$196,550.00
CLOSING BALANCE	33,936.97	34,124.47	34,311.97	34,499.47	\$34,499.47
<u>SINKING FUND</u>					
Opening Balance	171,681.55	183,400.70	194,682.45	205,964.20	\$171,681.55
Add: Contributions	11,622.00	11,622.00	11,622.00	11,622.00	\$46,488.00
Add: Arrears	437.40	0.00	0.00	0.00	\$437.40
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	340.25	340.25	340.25	340.25	\$1,361.00
CLOSING BALANCE	183,400.70	194,682.45	205,964.20	217,245.95	\$217,245.95

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 76

Lot Number	— Effective from 01/06/24 —		— Effective from 01/06/24 —	
	UE ADMIN Fund	ADMIN Fund (incl. GST)	UE SINKING Fund	SINKING Fund (incl. GST)
21	86 422.58	\$465	86 99.94	\$110
51, 52, 54, 56, 58, 60, 61, 62	100 491.37	\$541	100 116.22	\$128
47, 48, 49, 50	105 515.94	\$568	105 122.03	\$134
22	128 628.96	\$692	128 148.76	\$164
53, 55, 57, 59	130 638.78	\$703	130 151.08	\$166
63, 64, 65, 66, 67, 69, 71, 73, 75	131 643.70	\$708	131 152.24	\$167
25, 26, 31, 32, 37, 38, 43, 44	132 648.61	\$714	132 153.41	\$169
1, 2, 3, 4, 7, 8, 9, 10, 13, 14, 15, 16, 19, 20	138 678.09	\$746	138 160.38	\$176
5, 6, 11, 12, 17, 18, 23, 24, 27, 30, 33, 34, 35, 36, 39, 42, 45, 46	143 702.66	\$773	143 166.19	\$183
28, 29, 40, 41, 68, 70, 72, 74, 76	145 712.49	\$784	145 168.51	\$185
QUARTERLY TOTAL	<i>\$49,137.11</i>	<u>\$54,067.00</u>	<i>\$11,621.67</i>	<u>\$12,776.00</u>

EXECUTIVE COMMITTEE SUMMARY

The Executive Committee met on 7 May 2026 to review operational matters, progress defect management activities, and ensure ongoing maintenance and compliance across the Sebae complex. The building remains in a stable financial position, with both the Administrative and Sinking Funds tracking well against current commitments.

A key focus of the meeting was the continued coordination of defect rectification works. The EC is proactively managing these through a structured, transparent process, supported by specialist contractors and consultants. Many items are already completed or stabilised, with remaining matters progressing through investigation, quoting, or consolidation into a broader remediation scope to ensure cost-efficiency and consistency. Safety-related issues remain the highest priority.

The EC also reviewed routine maintenance, landscaping, waste management, and compliance servicing to ensure the complex remains safe, functional and well-presented. Hard-waste dumping and common-property use were discussed, with reminder communications to be issued to residents.

The Committee continues to work closely with the Strata Manager and external advisors, including Dowse Projects, to ensure coordinated planning and oversight of upcoming works. The next EC meeting will be held in late June ahead of the AGM.

EXECUTIVE COMMITTEE MEETING MINUTES

Owners Corporation: UP4338 – Sebae

Date: Thursday, 7th of May 2026

Time: 6:00 PM

Meeting Commenced: 6:02 PM

Location: Microsoft Teams

1. Opening & Attendance:

- A Redford, C Dietzel, O Shcherbakova, E Hudleston & B Brown
- R Schenk- Strata Manager- Whittles Canberra
- Chairperson-A Redford
- No Apologies

- It was noted that a **quorum** was reached for the meeting, and the meeting was therefore properly constituted and able to proceed with the items on the agenda.

Disclosure of Interest: Executive Committee members noted their general conflict of interest arising from being lot owners. This is a standard and expected declaration under the Unit Titles (Management) Act, recorded for transparency.

2. Confirmation of Previous Minutes

The Executive Committee reviewed the minutes of the Annual General Meeting held on 23/07/2025 to identify and follow up on any outstanding matters.

1. Bin Room – Cleaning Equipment

It was noted that a dustpan and broom are still required for the bin room. A. Redford advised the meeting that they would purchase the required equipment on behalf of the Owners Corporation and seek reimbursement later.

2. Gutter Maintenance – Unit 27

It was noted that gutter maintenance for Unit 27 was previously identified as an outstanding matter. The gutters have recently been cleaned; however, it was acknowledged that this item may still need to be addressed further as part of the broader defect rectification process if required.

The Executive Committee noted both items and will continue to monitor progress as required.

3. Defects Update

Owners Corporation – Defects Management Update

Unit Plan 4338

Purpose of update

This update is provided to inform owners of the current approach being taken by the Owners Corporation (OC) and Executive Committee (EC) to manage building defects and maintenance issues across the complex

Overview

The OC has an active defects and maintenance register in place to ensure all reported issues are formally recorded, prioritised, monitored and addressed in a systematic and transparent manner.

Defects reported by owners, the EC and the Strata Manager are assessed based on **risk, urgency and impact**, with priority given to safety matters and ongoing water ingress.

Key defect categories

Many defects currently being managed fall into the following categories:

- Water ingress (including skylights, balconies, garages, roofs and retaining walls)
- Cladding and render issues (including loose panels and compliance concerns)
- Concrete and paving defects presenting trip hazards
- Guttering and drainage concerns
- Awnings and external fixtures impacted by water damage

Management approach

The Executive Committee continues to proactively manage defects through a structured and transparent process. Many items are minor, preventative, or already stabilised. Consolidating works is intended to reduce cost and avoid piecemeal repairs

Project Manager Engagement

The Owners Corporation and Executive Committee discussed the need to appoint a Project Manager to assist with the coordination and management of the defect rectification works affecting Sebae.

It was noted that the Strata Manager is currently being supported by Dowse Projects in relation to the defect remediation process. Dowse Projects are in the process of preparing a fee proposal for consideration by the Owners Corporation.

Once the fee proposal has been received, it will be presented to the Executive Committee and/or Owners Corporation for review and consideration regarding the formal appointment of a Project Manager to oversee the works.

Project management and consultants

A number of defects are being consolidated into a broader scope of works under project management review to ensure, engaging a project manager is standard practice for multi-unit complexes and is intended to ensure cost control, coordinated access, and avoidance of duplicated works.

In addition, specialist consultants and inspectors have been engaged where required, including for **cladding and fire compliance matters**.

Current status snapshot

As at the date of this update:

- Several defects have been **completed** and closed
- A number of matters remain **in progress**, either under investigation, awaiting quotes, or subject to access and owner availability
- Some items are **on hold** pending consolidation into the broader scope of works
- Safety-critical defects remain **high priority** and continue to be actively managed

Owner access and cooperation

Owners are reminded that timely access to lots is critical where defects impact common property. Delays in access can affect the ability of the OC to appropriately investigate, make safe or permanently rectify defects.

Ongoing reporting

The Defects and Maintenance Register is reviewed regularly by the EC and Strata Manager. Owners will continue to be updated through meeting notes, AGM papers, and where required, direct correspondence regarding works affecting their lot.

Vortex Cladding Report

The Strata Manager advised that they have received notification that Vortex is in the process of completing a cladding report for the property.

The inspection is precautionary only. No confirmed non-compliant cladding has been identified at this stage. The Strata Manager is currently awaiting confirmation and the updated report from Vortex and will provide further advice to the Executive Committee once the report has been received and reviewed.

Contractor Updates

It was noted that the contractors currently being engaged for make-safe works and initial remediation are Ultimate Innovations and Signature Trades.

These contractors are being utilised to undertake urgent works as required to ensure safety and stabilisation of affected areas.

It was further noted that Dowse Projects are providing advisory support to the Strata Manager and the Owners Corporation in relation to the defect rectification process, including oversight and guidance on contractor engagement and remedial work

Resolution

That the update on defect management be **noted** by owners.

Action Items

- Work Order for unit 59 to Kevin Fourie of Ultimate Innovations
- Work Order to Chris Mahe of Signature Trades for cladding replacement near Unit 49
- Letter sent to Unit 39, Unit 51 & Unit 66 requesting information on their water ingress issues
- Follow up with Kevin of Ultimate Innovations for make safe to Unit 74
- Inspect awning at Unit 59 as there are concerns it may fall
- Pathway and lifting concrete were discussed as a risk and required inspection and make safe.

4. Maintenance Plan/Capital Works Program

The Maintenance Plan was reviewed as part of the meeting.

It was agreed that the basement garage door motor is to be checked and inspected to ensure it is fully operational as part of the scheduled servicing.

The concrete pathway located between the two buildings within the complex located near overflow street was noted as requiring attention and will be incorporated into the defect remediation process, given the need to ensure the area is made safe.

Common area lighting is in good condition and operating satisfactorily.

It was also noted that the fire hose reels are being serviced by a dedicated fire protection contractor as part of the routine compliance servicing program.

The Executive Committee noted that the bulky waste collection is currently in the process of being arranged for residents.

It was discussed that the proposed collection location will likely be near the bin enclosure, if access to the bin enclosure doors is not obstructed. The Strata manager will provide further advice once received from ACT NO Waste.

It was also noted that a letter regarding the placement of items on common property was issued to all owners and residents on 23 April 2026. The Executive Committee agreed that a reminder letter should be circulated, specifically focusing on the storage of bicycles and items in the basement garage, prior to the removal of such items that are assumed as abandoned.

In the interim, Bin There Done That will be engaged to remove all hard waste that has been dumped within the bin enclosure area.

It was further noted that dumping hard rubbish on common property is a breach of the by-laws and default rules. Any residents identified as disposing of items in this manner will have the items removed, with the costs associated with removal charged back to the relevant owner's levy account. This approach ensures fairness to all residents and maintains safety and amenity in shared spaces.

Quotes Received and Pending

It was noted that the damaged bollards within the garden area have been removed and the area made safe with concrete patching.

It was also noted that gutter cleaning works have been completed.

Additionally, Harts Pest Management will be attending site to carry out a general pest treatment. The Executive Committee is currently awaiting confirmation of the scheduled date and time for this service, which will be circulated once provided.

5. Financials & Current Status

The current financial position of the Corporation was noted as follows:

- Administrative Fund Balance: \$193,629.33
- Sinking Fund Balance: \$250,515.59

The meeting noted the current balances for both funds and acknowledged the financial position of the Corporation at this time. The Corporation remains in a stable financial position, and current balances are sufficient to support ongoing maintenance and planned works

Insurance Status & Claims Review

The meeting noted that there is currently an open insurance claim relating to Unit 73. The appointed contractor, BPS, is aware of the matter and is currently awaiting access to further assess the claim and determine the extent of any required works.

It was further noted that the insurer has been provided with the current list of identified defects as part of the Corporation's commitment to transparency, compliance, and ensuring all relevant information has been disclosed during the claims and renewal process. Providing this information is part of standard disclosure obligations and supports the Corporation's compliance and risk-management responsibilities.

6. Other Business

Contractor Engagement Updates

Meeting Note – Landscaping and Common Area Maintenance

It was noted during the meeting that the condition of the common landscaping areas requires further review and improvement. The Committee discussed the need for a more structured and professional approach to the ongoing maintenance and restoration of these areas.

that the Executive Committee suggested it would be appropriate to engage a qualified landscaping contractor, to assess the site and provide a comprehensive recommendation and quotation for the restoration of the common property landscaping.

The Committee agreed that a formal landscaping plan should be developed and presented at the next Annual General Meeting (AGM) for consideration and approval by the owners. This will ensure that owners are provided with sufficient information to make an informed decision regarding the scope of works and associated expenditure.

Further updates will be provided once quotations and recommendations have been obtained from a suitably qualified contractor.

Common Property Works / Approvals

The Committee discussed concerns regarding alterations and works undertaken within the complex that may relate to common property.

It was noted that some works or modifications may have been carried out by individual owners without prior approval from the Owners Corporation, where such approval may be required under the Unit Titles (Management) Act 2011 (ACT) and the relevant by-laws.

The Manager advised that this matter is currently being reviewed to determine the nature of the works undertaken, whether any approvals were obtained, and whether the works relate to common property or unit property boundaries.

The Committee confirmed that all owners are required to obtain the appropriate approvals prior to undertaking any works affecting common property, and that compliance with approval processes is essential to ensure consistency with legislative requirements and the protection of the Owners Corporation's assets. Further information will be gathered and reported back to the Committee for consideration, including any required follow-up actions.

Invoices

The Strata Manager confirmed that there is a formal invoice approval process in place to ensure the Executive Committee/Owners Corporation are aware of works completed and the amounts being expended.

Under this process, invoices are issued to the Chairperson for review and approval prior to payment. This step provides an additional layer of oversight, where external approval is also sought before payment is processed.

7. Next Meeting

The Executive Committee noted that it will look to convene again at the end of June 2026 prior to the Annual general meeting (AGM), to review outstanding matters and ensure all preparatory items are addressed in advance of the AGM.

Meeting Closed: 8:10 PM

Dear Sir/Madam,

RE: Units Plan 4338
AT: 15 JUMBUCK CRESCENT, LAWSON
SUBJECT: **"Sebae" Executive Committee Minutes**

Please find attached copy of the minutes for the recently held Executive Committee Meeting of "Sebae" on Friday, 7 February 2025.

Kind Regards,

Giorgia Fiorenza Julian
Strata Manager



STRATA MANAGEMENT AGREEMENT

THE OWNERS – UNITS PLAN 4338		Owners Corporation Sebae	
ABN 88 451 677 895		Address: 15 Jumbuck Crescent, LAWSON ACT 2617	
NAME OF AGENT: Whittles Canberra Pty Ltd (trading as Whittles)			
ABN: 39634756031		Address Unit 43 / 2 King Street, Deakin ACT 2600	
Telephone: 02 5131 2600			
PARTICULARS:			
Commencement Date	23/07/2025		
Initial Term	12 Months		
Management Fee	\$30,400.00	Ex GST	
Agreed Services	Services set out in Attachment A to this Agreement.		
Additional Services	Services set out in Schedule B to this Agreement.		
Additional Services Fees	Services set out in Schedule C to this Agreement.		
Units Plan	4338		
Payment Method	Monthly in advance.		
Annual Fee Review at Annual General Meeting	By negotiation		
EXECUTED BY:			
Owners Corporation			
The common seal of the Owners Corporation was affixed on:			
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature	DocuSigned by  51BD8F69924C48A	Signature	
Name Debbie Hansard		Name	
Position Chair Sebae EC		Position	
Agent			
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager		Signature Name	
<i>Giorgia Fiorenza Julian</i>		Giorgia Fiorenza Julian	



1 DEFINITIONS

In this Agreement:

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

Additional Services means the services set out in Schedule B to this Agreement.

Agreement means this agreement and includes any annexure or schedule to it.

Common Property means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST has the meaning given to it in the GST Act.

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

Non-Standard Work means any work which is not Standard Work.

Office Hours means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

Standard Work means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,

provided however:

- h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011 to be appointed then the works will be Non-Standard Work; and
- i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

WHS Act means the *Work Health & Safety Act 2011* (ACT).

WHS Regulation means the *Work Health & Safety Regulation 20011* (ACT).

2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003* (ACT) and the licence will be maintained while the Agreement is in force.

3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12-month period, up to a maximum term of three years, unless terminated in accordance with clause 9.

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested).
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person.
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third-party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third-party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third-party contractors.

8 PAYMENT OF FEES

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- b) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

9 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this agreement:

- a) at the end of the Initial Term, by giving notice in writing not less than 1 month prior to the end of the Initial Term to the Agent that does not wish the Agreement to be automatically extended.
- b) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- c) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administration appointed, other than where the appointment is for reconstruction or amalgamation of its business, or
- d) at any time by notice in writing provided a handover period of at least 28 days is allowed.

10 TERMINATION BY THE AGENT

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to clause 6 an:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 14 days: and
 - ii) the Owners Corporation has failed to rectify the breach.
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due.
- c) immediately by notice in writing to the Owners Corporation if the Owners Corporation applies to vary the Crown Lease for the Land pursuant to section 166 of the Act.
- d) immediately by notice in writing to the Owners Corporation if the Owners Corporation applies to cancel the Units Plan pursuant to section 160 of the Act; or
- e) at any time for no reason by giving 28 days notice in writing to the Owners Corporation.

11 DISCLOSURE

The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.

12 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) Both the Agent and the Owners Corporation will take out and maintain public liability insurance policies as required by the Unit Titles (Management) Act 2011.
- c) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan.
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.

- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14 WORK HEALTH & SAFETY

- a) The parties agree that they each have a shared duty, and each must comply with their respective due diligence obligations under the WHS Act 2011 and WHS Regulation 2011 and relevant coded of practice.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011.

15 GST

- a) In this Clause 15, words and expressions which are not defined in this Agreement but which have a defined meaning in the New Tax System (Goods and Services Tax) Act 1999 (Cth) and other similar or related Act, regulations, or rulings have the same meaning as in the Goods and Services Tax Laws (GST).
- b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are inclusive of GST.
- c) If the rate of GST changes, then these fees and charges will increase or decrease accordingly so that the Manager receives the same GST-exclusive payment as it received before the change in the rate of GST.
- d) If a supply made pursuant to this Agreement is a taxable supply, the recipient must pay on demand to the supplier any GST payable on that supply in addition to any other amount that may be payable by the recipient to the supplier for that supply pursuant to this Agreement, provided that the supplier provides to the recipient a valid tax invoice in the form prescribed by the GST Laws.

16 NOTICES

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

17 SERVICE CONTRACTORS

Where the Owners Corporation enters into an Agreement with a Service Contractor nominated by the Agent, the Agent will qualify the Service Contractor to comply with WHS Legislation and codes of practice of the mandatory regulations and be covered by public liability insurance appropriate to the functions carried out by the Service Contractor.

SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services.

ACCOUNTING

- Managing the funds of the Owners Corporation, including:
 - paying invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
 - paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement.
 - establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003* (ACT); and
 - issuing levy notices for standard levies.
- Preparing, and (where applicable) filing, accounts and budgets, including:
 - financial statements for each executive committee meeting.
 - provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report.
 - financial statements and levy status report as and when reasonably required for general meetings.
 - prepare administrative fund budget and arrange for sinking fund budget; and
 - manage administrative fund and sinking fund.

INSURANCE

- Assisting the Owners Corporation in arranging insurance through MGA Insurance Brokers as required under the Management Act, including:
 - arranging, on instructions, valuations for new policies or renewals as required; and
 - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 60 minutes, the claim is not routine and will be an Additional Service.

SECRETARIAL

- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up-to-date correspondence file.
- Recording and retaining notices received by the Owners Corporation under Section 115 of the Management Act.
- Maintaining and administering the use of the common seal.
- Attending to routine communication with the executive committee or unit owners via fax, email, verbal, letter etc.

MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises including after hours' (commenced by 5.00 pm and concluded by 6.00 pm) attendance except where the Units Plan consists of 25 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

RULES

ANSWERING ROUTINE QUERIES ABOUT RIGHTS AND OBLIGATIONS OF THE OWNERS CORPORATION AND INDIVIDUAL UNIT OWNERS.REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

ATTACHMENT – A

The Attachment provides a summary of the Services and whether they are included as Agreed Services (Schedule A).

Preparation of financial statements including profit & loss and balance sheet to year end.	Included
Produce proposed annual budget and send to EC to finalise ahead of AGM	Included
In conjunction with EC prepare agenda for Annual General Meeting	Included
After EC have approved proposed budget and agenda, send Annual General Meeting notice with agenda, budget, and associated forms to all owners.	Included
Attend Annual General Meeting	Included
Take minutes of Annual General meeting if EC secretary does not do so	Included
Distribute minutes to chairman for revisions as required	Included
Distribute minutes to owners	Included
Distribute levy notices	Included
Collect levies	Included
Send reminders to late payers	Included
Arrange insurance reviews	Included
Lodge routine Insurance Claims	Included
Maintain bank accounts	Included
Arrange quotations for services required under the Unit Titles (Management) Act 2011 (e.g. sinking fund reports, building maintenance plans etc.)	Included
Maintain the Corporate Register	Included
Arrange routine repairs and maintenance	Included
Make routine payments to contractors	Included
Arrange routine repairs and maintenance	Included
Make routine payments to contractors upon approval by the EC	Included
Instigate collection procedures against non-payers	Included
Register and upload Body Corporate information onto Whittles operating system	Included
Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive	Included

SCHEDULE B – ADDITIONAL SERVICES

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings.
- Preparing and distributing minutes of executive committee meetings.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

- Preparing and distributing notices of additional general meetings.
- Attending additional general meetings.
- Preparing and distributing minutes of additional general meetings.

REPAIRS AND MAINTENANCE

- Arranging building inspections and reports for non-routine maintenance and Non-Standard Work.
- Arranging (including, as directed, obtaining quotes, liaising with contractors or executing contracts) for appropriately qualified and insured contractors to undertake non-routine repairs and maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- Attending to out of hours call outs.

INSURANCE

- Preparing and lodging non-routine insurance claims (in excess of 60 mins per claim).
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Preparing and lodging insurance claims and other related activities with Insurance Brokers other than MGA Insurance Brokers Pty Ltd.

RULES

- Issuing and serving notice to comply with the rules.

ACCOUNTING

- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

UNIT TITLE CERTIFICATES

- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

GENERAL

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.
- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

SCHEDULE C – ADDITIONAL SERVICES RATES

Additional Service Rates - Professional & Administration Fees*

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$121.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$200.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$250.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$121.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$121.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$200.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours	\$250.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$121.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$200.00	Per hour Minimum charge of 1 hour
10	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$250.00	Per hour Minimum charge of 1 hour
11	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$250.00	Per hour charged in 15 min intervals
12	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$200.00	Per hour charged in 15 min intervals
13	Additional financial reports or reports prepared to specific requirements	\$200.00	Per hour charged in 15 min intervals
14	Assist auditor in providing accounts and records for audit	\$185.00	Per hour charged in 15 min intervals
15	Public Officer Compliance	\$165.00	GST Registered groups only
16	Issue levy notice – non-standard ie: special levy notice	\$10.00	Per owner
17	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$200.00	Per hour charged in 15 min intervals
18	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$250.00	Per hour charged in 15 min intervals
19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$185.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of rules, notice of breach of by-laws etc	\$121.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$275.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$275.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$250	Per hour or part thereof

24	After hours call out	\$330.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit – External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$342.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$170.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$130.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 st Infringement Notice Per letter – Any Subsequent/Final Notices
35	Assistance with management of building defects	\$250.00	Per hour charged in 15 min intervals
36	Major project coordination, including any tendering process (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$250.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)
38	Strata Manager to perform any other duty not listed in schedule A	\$250.00	Per hour or part thereof
39	Travel time for any out office meetings	\$121.00	Per hour charged in 15 min intervals

These fees have been negotiated between the parties to agreement the **owner's unit plan no: ==**
Date:==

SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Agent will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Agent and the nature of the relationship.
 - (a) Name of Company:
MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
Relationship: Various Common Shareholders
 - (b) Name of Company:
Millennium Underwriting Agencies Pty Ltd
ABN 38 079 194 095
Relationship: Various Common Shareholders
 - (c) Name of Company
Swiftaccess Pty Ltd
ABN 19 165 827 565
Relationship: Various Common Shareholders
 - (d) Name of Company
Swift Collect Pty Ltd
ABN 29 603 339 304
Relationship: Various Common Shareholders
 - (e) Name of Company
Strata Utility Networks Australia Pty Ltd
ABN 91 624 286 620
Relationship: Various Common Shareholders



Certificate of Insurance

ABN 29 008 096 277

Units Plan 4338
C/- Whittles
PO Box 3208
WESTON NSW 2611

Date: 14.05.2025
Invoice No: I4780868

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer CHU Underwriting Agencies Pty Ltd
PO Box 507
MILSONS POINT NSW 1565

Period 15.05.2025 to 15.05.2026

Policy No. HU0032999

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 4338
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Units Plan 4338

SITUATION:

15 Jumbuck Crescent, LAWSON ACT 2617

INTEREST INSURED:

Building Sum Insured	\$	29,708,913
Common Contents Sum Insured	\$	297,089
Loss of Rent/Temporary Accommodation	\$	4,456,336
Catastrophe/Emergency Cover		Not Insured
Flood		Insured
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	250,000
Office Bearers Liability	\$	5,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	25,000
Appeal expenses - common property health and safety breaches	\$	100,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	250,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured
EXCESS:		
Standard Excess	\$	2,000

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 4338
Residential Strata/Community Corporation

Water Damage	\$	5,000
Exploratory Costs - Burst Pipes	\$	5,000
Flood Excess	\$	2,000
Fire Excess	\$	5,000
Storm Surge Excess	\$	5,000
Glass	\$	2,500
Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess		Not Applicable
Government Audit Excess	\$	1,000
Appeal Expenses Excess	\$	1,000
Legal Defence Expenses Excess	\$	1,000
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built 2017
Primary Wall Construction Brick
Secondary Wall Construction Concrete
Roof Construction Colourbond
Floor Construction Concrete
Other Primary external cladding material - 12% Rendered expanded polystyrene (EPS) or bonded laminate or composite panels with a core comprised of EPS or similar material

Aluminium Composite Panels No
Heritage Listed No

Fire Protection
Sprinkler systems in the complex basement/carpark? Yes
Sprinkler systems in the complex units? No
Fire hose reels located throughout the complex? Yes

Number of Units 76
Number of Levels 3
Number of Basements 1
Number of Lifts 0
Number of Pools/Spas 0
Number of Gyms 0
Number of Playgrounds 1
Number of Water Features 0

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 4338
Residential Strata/Community Corporation

Number of Jetties/Wharfs	0
Number of Separate Buildings	12
% of EPS	0 %
% Commercial Tenants	0 %



Certificate of Insurance

ABN 29 008 096 277

Units Plan 4338
C/- Whittles
PO Box 3208
WESTON NSW 2611

Date: 09.05.2025
Invoice No: I4778130

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Workers Compensation - EDI

Insurer Insurance Aust Limited (t/as CGU)
GPO Box 1574
CANBERRA CITY ACT 2601

Period 15.05.2025 to 15.05.2026

Policy No. O/24-6283

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
Unit 43, 2 King Street
DEAKIN
ACT 2600

Phone: 02 6132 4400
PO Box 9160
DEAKIN ACT 2600

COVERAGE SUMMARY

Units Plan 4338
Workers Compensation - EDI

EMPLOYERS' INDEMNITY INSURANCE

INSURED: Units Plan 4338
TRADING AS: Units Plan 4338
LOCATION: SEBAE 15 Jumbuck Crescent LAWSON ACT 2617
REGISTERED FOR GST: NO

DETAILS FOR: Units Plan 4338
RATE: 1.02

ANZSIC BUSINESS ITEM	DESCRIPTION	CATEGORY OF WORKERS	EST WAGES
67110	Residential Property	Contractors	1
			=====
TOTAL			1
			=====

Please check your Policy document for full details of the cover provided and the payment schedule.

NB: Premium includes any applicable levies.

Insurance Valuation Report

For

"Sebae"

15 Jumbuck Crescent, Lawson

Scheme Number: UP4338



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 168265

1 October 2021

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

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 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 at a rate substantially in excess of 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:

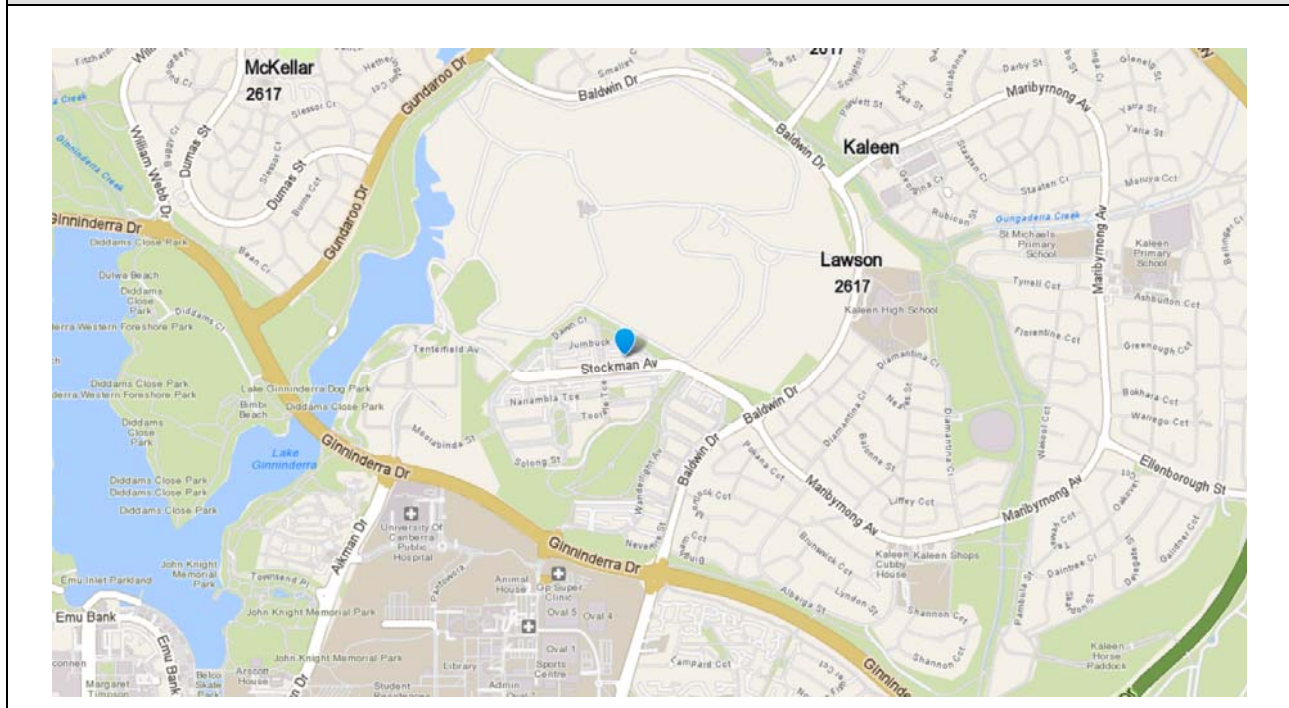
- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fitout;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged 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:	\$19,750,000
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 3% per annum over the period	\$1,475,000
Progressive Subtotal:	\$21,225,000
Professional Fees:	\$2,000,000
Progressive Subtotal:	\$23,225,000
Demolition and Removal of Debris:	\$1,000,000
Progressive Subtotal:	\$24,225,000
Cost Escalation for Insurance Policy Lapse Period:	\$1,175,000
Progressive Subtotal:	\$25,400,000
Reinstatement Cost Assessment Value: (Inc GST)	\$25,400,000

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground and timber/steel framed upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Combination of masonry and timber/steel framing.

EXTERNAL WALL FINISHES: Combination of face brick, rendered & painted and profiled steel sheeting

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framed pitched.

ROOFING: Profiled steel sheet coverings.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect';
- 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

Sebae

15 Jumbuck Crescent, Lawson, ACT 2617

Scheme Number: 4338



COMPILED BY VON HARAMINA

**On 7 December 2021 for the
Period Commencing 1 January 2022
QIA Job Reference Number: 168266**

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

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

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QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

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

INTRODUCTION

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

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

PROPERTY LOCATION

15 Jumbuck Crescent, Lawson, ACT 2617

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on September 2021

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)

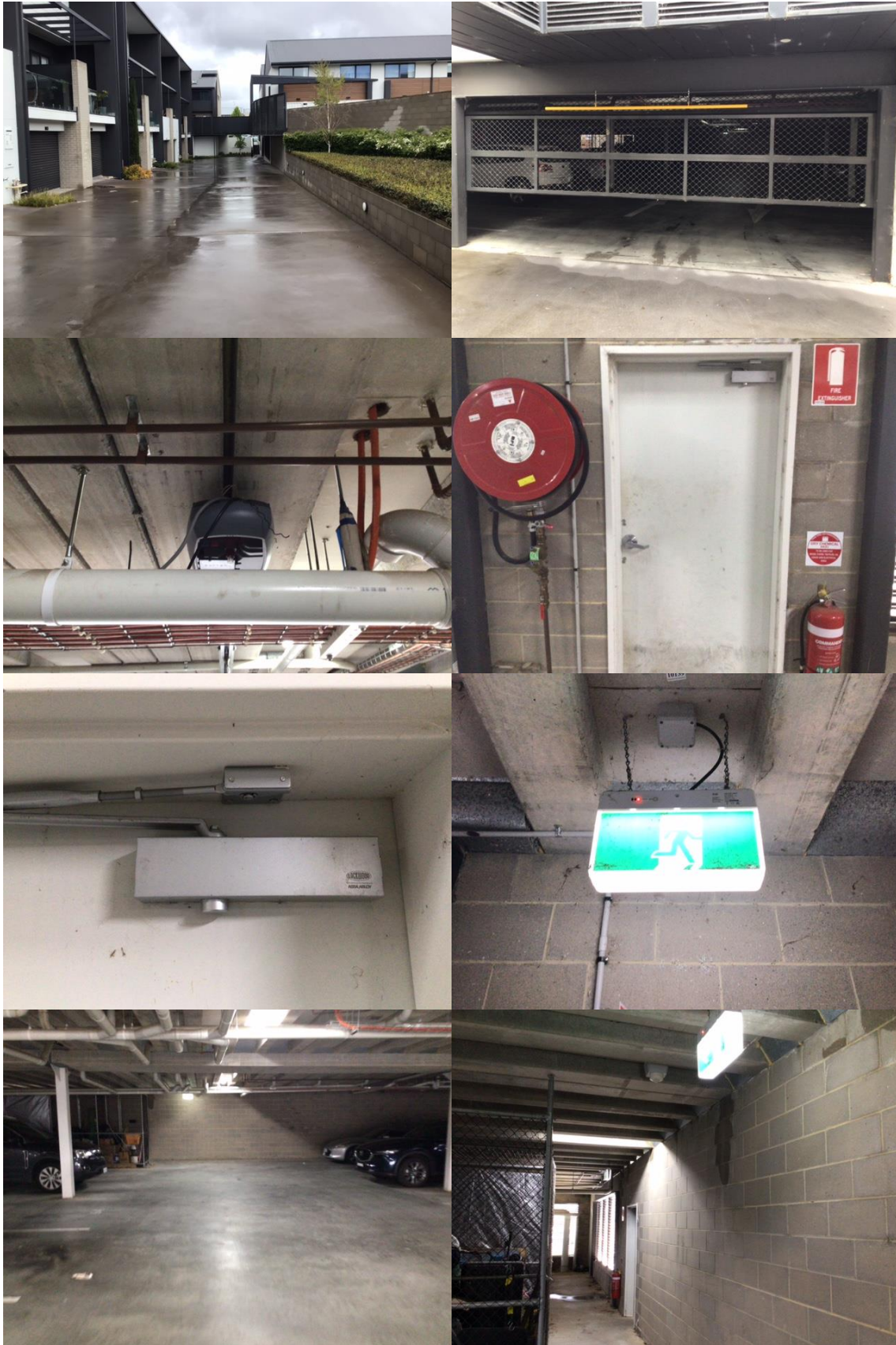
- Part or parts of the common property building interior that were not readily accessible.
- Part or parts of the building exterior were not readily accessible.
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because 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

Sebae - Plan No 4338 (Class A)

15 Jumbuck Crescent, Lawson, ACT 2617

Date of preparation of Initial Maintenance Plan - 7 December 2021



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																																									
<small>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)</small>						<small>Manufacturer name, model or Capacity where known</small>						<small>Serial number or ID where known</small>						<small>Where known or assumed</small>						<small>Presat, installation, or ongoing - inspect only or inspect & maintain</small>						<small>Applicable Australian Standard, Regulation or Code where applicable</small>						<small>Required, likely, or anticipated frequency of inspection or maintenance</small>						<small>Date which last inspection, testing or repair was carried out</small>						<small>Company or person responsible for inspection, testing or maintenance</small>						<small>Based on manufacturer recommendations or anticipated/expected life (where applicable)</small>						<small>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</small>					
FURNITURE & FITTINGS																																																																	
Repair/replace signage				Routine		Annually		OC	15																																																								
Provision to replace mail boxes				Routine		Annually		OC	25																																																								
Provision to replace emergency & exit lights	WBS 24m			Compliance	AS2293.2-1995	Annually		Licensed Contractor	10			X							X																																														
Ongoing replacement of common area lighting	SAL			Routine/Safety		Annually		OC	15			X							X																																														
Maintain/replace door closers				Routine		Annually		OC	20											X																																													
Inspect/Maintain Electrical Switchboard & RCDs				Compliance	AS/NZS 3000:2018	Biannually		Licensed Electrician	30																																																								
LANDSCAPING																																																																	
Replace/refurbish garden mulch				Routine		Annually		OC	As required																																																								
FIRE PROTECTION SYSTEMS & EVACUATION																																																																	
Maintain fire hose reels	BFI			Compliance	AS1851-2012	6 monthly		Licensed Contractor	20					X											X																																								
Maintain/replace portable fire extinguishers		ABE Powder		Compliance	AS1851-2012	6 monthly	Jul-21	Licensed Contractor	5				X							X					X																																								
Review travel paths and exits				Compliance	AS1851-2012	3 monthly		OC																																																									
ROOF																																																																	
Repair/replace skylights				Inspect/Service		Annually		Licensed Contractor	15																	X																																							
Maintain/replace guttering				Routine		Annually		OC	35																	X																																							
Maintain/replace downpipes				Routine		Annually		OC	30																	X																																							
Maintain metal roof fixings/flashings				Routine		5 yearly		Licensed Contractor	50											X						X																																							
RECREATION AREA																																																																	
Maintain/repair recreation area's				Routine/Safety		Annually		OC	40			X														X																																							
Maintain/replace outdoor furniture				Routine/Safety		Annually		OC	10			X														X																																							
Maintain/replace BBQ's		Christie		Routine		Annually		OC	8											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																																																																	

Multi-unit residential

Building maintenance guide

September 2018



This document has been developed in collaboration between Access Canberra, the Owners Corporation Network of the ACT (OCN), Housing Industry Association and Master Builders ACT.

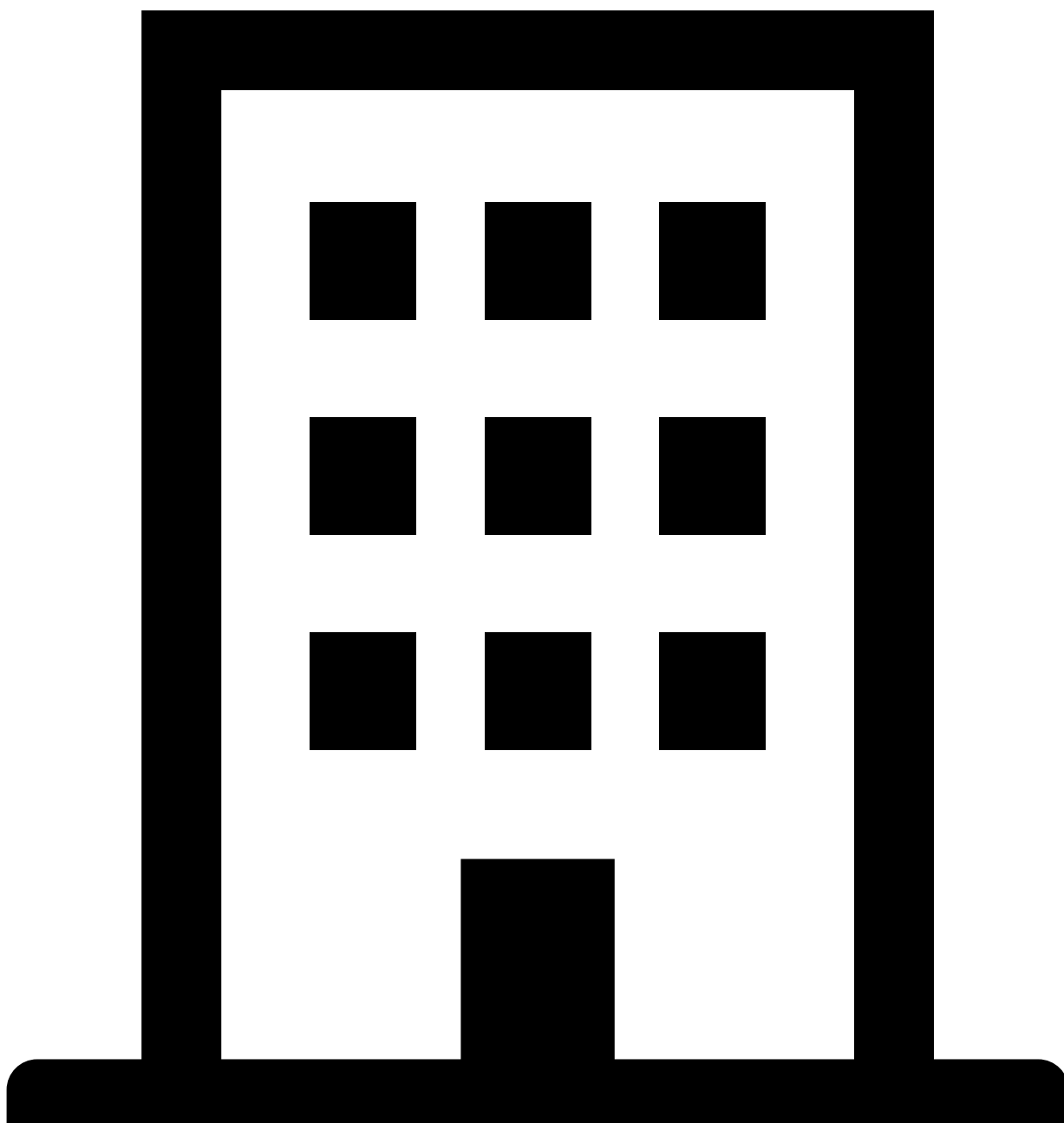
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Contents

Introduction	5
Why Read this Guide?	5
1. Who is Responsible for Repairs and Maintenance?	7
Unit Owners	7
Owners Corporations	9
Builders	10
Construction Complaints	11
Examples of Complaints	11
2. Show Me the Money – Financial Management	12
Differences in Class A and B Subdivision Expenses	12
General Fund (sometimes known as the Administrative Fund)	12
Sinking Fund	13
3. Maintenance Program	14
Cleaning	14
Preventative Maintenance	14
Fire Safety Measures	14
Corrective Maintenance	14
Emergency Corrective Maintenance	15
Rehabilitation or Replacement	15
Specialist Help	15
4. Unit Owners Maintenance Requirements	
– Builder to Complete	16
Routine Maintenance	16
Internal Plasterboard	16
Joinery	16
Internal Flooring	16
Plumbing & Draining	17
Electrical	17
Gas Appliances	17
Painting	17
Heating, Ventilation & Air Conditioning	17
Balconies and Terraces	17
Parking	17
Owners Corporation Maintenance Requirements	
– Builder to Complete	18
Routine Maintenance	18
Foundation Footings & Slab	18

Timber Construction	18
External Surfaces	18
Structural Steel & Metal Work	18
Glazing	18
Roofing	19
Internal Flooring (main foyer and hallways)	19
Plumbing & Draining	19
Intelligent Building Systems & Controls	19
Waterproofing Systems	19
Electrical	19
Painting	19
Heating, Ventilation & Air Conditioning	19
Security Systems	20
Lifts	20
Pools, Spas and Gymnasiums	20
Parking	20
Landscaping & External Works	20
5. Essential Services Maintained by the Owners Corporation	21
Building Fire Systems	21
Access, Exits and Lifts	22
Signage	22
Lighting	22
Air Handling and Ventilation Systems	23
6. Useful Information	24
External and Interior Surfaces Colours and Types	24
Common Areas	24
Units	24
Important Telephone Numbers	25
Useful Links	25
Additional Requirements	26

Introduction

Why Read this Guide?

Unit living is a great way to be close to city centres and suits a wide range of buyers – from those looking to break into the market, to upsize (or downsize), and those seeking to enjoy the benefits of common facilities.

Buying or living in a Units Plan can, however, be very different to that of a stand-alone property and often there is confusion if something breaks, degrades or is found faulty. It is important to be aware of who is responsible for unit repairs or other maintenance so disputes can be avoided.

Simple and timely maintenance can prevent longer term issues. This guide will assist in furthering understanding on where responsibility for maintenance sits as well as where to get further advice or assistance.

Who should read this guide?

The Building Maintenance Guide is a useful resource for unit owners, owners corporations and unit managers to understand their maintenance obligations. It does not replace independent legal advice and should be used as a guide only.

It is also a useful resource for architects, designers and builders to use when completing design and construction projects in unit plans.

For unit owners and owners corporations, the guide should be read in conjunction with the *Unit Titles Management in the ACT* guide which provides additional information on unit living.

How to use this guide – which section covers what?

Section 1 outlines maintenance responsibilities of unit owners, owners corporations and builders, including Access Canberra's role in investigating complaints and enforcing compliance.

Section 2 explains financial management, particularly the general fund (sometimes known as the administrative fund) and sinking fund.

Section 3 explains how to plan your maintenance program.

Section 4 provides maintenance requirements. It is intended that architects and designers will fill out this section at the design phase incorporating building specifications, and that builders will update and complete during construction.

Section 5 provides useful information to assist unit owners and owners corporations.

Building Types – knowing your A's from your B's

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.



Did you know?

In other states 'unit title' may be known as 'strata title'. Unit title will be used in this guide.

When a parcel of land is subdivided, it is divided into lots and common property. 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 of 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.

Below is an indicative snapshot of which types of properties fall into which category. However, you can double check which class yours is by checking the title of the unit on the ‘Certificate of Title’, or by asking your agent or conveyance solicitor, or for those already purchased, your Contract for Sale.

Type	Style	Typical subdivision	General responsibilities
Villa, Townhouses, Semi Detached and Detached Houses	One to two storeys with multiple dwellings on the same parcel of land or around central amenities such as pools or courtyards.	Usually part of a plan of sub division called “Class B”, in which the individual owner owns the entire dwelling inside and out.	The individual owner in a Class B will be responsible for the maintenance of their lot and the buildings upon it.
Low rise	Two to three storey ‘walk ups’ comprising of small blocks of units.	Usually form part of a plan of sub division called “Class A”.	Items that are the sole use/benefit of one owner (this includes own water and sewerage pipes) is the responsibility of individual owners not OC.
Medium rise	Four to eight storey developments, often comprising a mix of dwelling sizes. Can be ‘walk up’ or vertically integrated with lift access.		
High rise	Nine or more storeys of vertically integrated accommodation, with lift access.		



TOP TIPS

Still unsure if your Unit Plan is an A or B? You can do a title search through Access Canberra for a small fee. More information is available at <https://actlis.act.gov.au>

1. Who is Responsible for Repairs and Maintenance?

Unit Owners

In 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.

Owners in a Class A plan can elect to have either the owners corporation or the owner maintain certain parts of the complex by agreement at a general meeting of owners. In doing so, the sinking fund can be impacted.

An example of key items may look like:

Class A Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
<i>Inside unit:</i>			
Flooring	X		
Windows and fly screens	X		Can be a shared responsibility with OC, usually 50/50 split depending on maintenance required e.g. locks are often responsibility of owners, but flyscreens OC. Some OCs will split maintenance with owners if window replacement is required.
Ceiling lining and cornices	X		
Walls lining/painting	X		
Doors	X		
Heating and cooling	X		Individual heating cooling units are the responsibility of owners, unless it is a shared system in which in would be OC or a 50/50 split.
Balconies	X	X	Unit owner's responsibility is to ensure it's kept clean. The OC may only have responsibility for repairs and structural maintenance.
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
<i>Common property:</i>			
Pool/gym/sauna		X	
Gardens, landscaping		X	
Paths and driveways		X	

Class A Maintenance Responsibility*

Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
Doors/windows outside unit		X	
Intercoms/ security systems		X	
Parking/garage areas		X	
Roof		X	
Other:			
Pest control of complex		X	
Lifts/stairwells/corridors		X	
Fire control and safety of common areas		X	

*Indicative only

Insurance matters can be complicated depending on the complex. It's best to check with the broker, insurance or strata manager before making arrangements.

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

Owners in a Class B complex can also elect to have the owners corporation maintain certain parts of their lot, such as the roof or painted surfaces, via a General Meeting of Owners.

Class B Maintenance Responsibility*

Building element	Unit owner	Owners Corporation	Other
Inside unit:			
Flooring	X		
Windows and fly screens	X		
Ceiling lining and cornices	X		
Walls lining	X		
Doors	X		
Heating and cooling	X		
Balconies	X		
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
Common property:			
Pool/gym/sauna		X	
Gardens, landscaping		X	Common property gardening and landscaping is responsibility of OC. Owners are responsible only for that within their own property.

Class B Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation	Other
Paths and driveways		X	If they are on common property. Note some driveways or paths may be a part of a unit in which the owner would be responsible.
Doors/windows outside unit		X	If in common areas
Intercoms/ security systems	X		Generally, intercoms/security systems are the unit owners responsibility but there are secure complexes where OC may have responsibility to maintain parts of the security system.
Parking areas		X	OC has responsibility for common parking areas (eg visitor) but not personal garages.
Roof	X		
Other:			
Pest control of common areas of complex	X	X	OC responsible for pest control in common areas and unit owners responsible for pest control in their unit. Stairwells within units and fire alarms within units are the unit owners responsibility. External stairwells are OC responsibility. Note: Some Class Bs may have pest control undertaken collectively by the OC for everyone's benefit.
Lifts/stairwells		X	
Fire control and safety of common areas		X	

Owners Corporations

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.

For mixed use strata complexes (residential and commercial) the owners corporation should consider many additional issues such as responsibility for facilities such as public toilets, waste removal and areas used, ventilation for restaurants, parking and freezer room locations.

Owners corporations are established to manage and maintain the common or shared property created when properties are unit-titled or subdivided.

All unit owners automatically become a member of the owners OC corporation. An Executive Committee is also established when the owners corporation is established. Until the first annual general meeting of the owners corporation, the Executive Committee comprises all the members of the owners corporation, that is, each unit owner.

The owners corporation manages the common property on behalf of all the unit owners and is responsible for the control, maintenance, management and administration of the common property.

Key obligations of an owners corporation are:

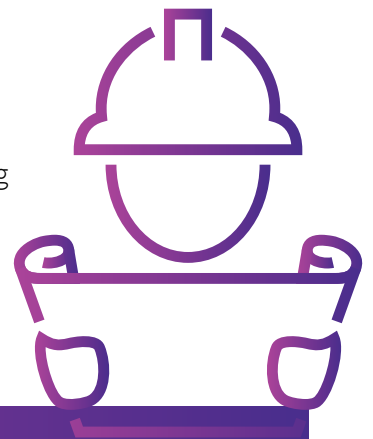
- establishing funds for property management and maintenance, including a rolling 10 year sinking fund plan for future repairs and replacements
- setting owners corporation levies each year
- engaging qualified, licensed and insured service contractors to carry out work, maintenance or repairs on the building(s) and common property

- adding to, amending and enforcing the articles or rules of the owners corporation
- taking out building insurance against defined events (such as storms and fire) and taking out other insurances required by law, for instance public liability insurance for the common property
- maintaining the common property in Class A complexes
- holding annual general or special meetings of owners
- keeping minutes of meetings
- paying bills and reconciling owners corporation expenditure and income
- preparing financial statements of accounts
- recording details of the ownership and occupancy of units in a corporate register
- keeping records of maintenance for essential items of plant and equipment – such as firefighting appliances and lifts
- providing information to owners and mortgagees about the unit scheme, including issuing a unit title certificate (also referred to as Section 119 Certificate) to unit owners who wish to sell their property
- the engagement of a units manager (if agreed)
- if necessary, commencing legal proceedings to recover damages for any harm caused to the building(s) or common property.

Builders

In the ACT, the first three months after completion of a property is generally regarded as the ‘minor defects liability period’ or ‘maintenance period’. During this time the builder should remedy and/or reinstate any items that become defective due to building movement or settling in, taking into account any warranties by manufacturers.

Important: builders are not required to rectify damage caused by the owner’s actions or those of other people engaged by the owner.



TOP TIPS

Details of defect liability periods are contained in individual building contracts – ensure you read these carefully, seek independent legal advice and ask questions to ensure you understand.

A good idea is to mark the liability period for your unit on your calendar and thoroughly check your property for any defects in this period.

If you identify an issue with the work of the builder, seek to resolve the issues directly with your builder in the first instance. Defects typically can relate to incomplete work, faulty fixtures or appliances, or issues of general workmanship. When considering workmanship, it is important that any issues are viewed in conjunction with one of the range of guides to standards and workmanship, which are produced by both industry and governments. These provide limits as to what is a defect and what is otherwise acceptable.

If you have a written contract with the developer, you should be aware of your contractual rights.

There are also limited timeframes associated with responsibility. The *Building Act 2004* provides a statutory warranty period of six years for structural elements of a building and two years for non-structural elements for all residential buildings. All buildings (including those greater than three storeys) are also covered by insurance for this purpose.

Important: for the purpose of statutory warranty a building does not generally include paving or a structure that is a fence, retaining wall, outdoor swimming pool, outdoor ornamental pond, mast, antenna, aerial, advertising device, notice or sign.

Construction Complaints

Sometimes things go wrong and cannot be resolved between the parties.

Access Canberra is responsible for investigating complaints about breaches of the *Construction Occupations (Licensing) Act 2004* (COLA) and associated operational acts including the *Building Act 2004*. Access Canberra's power to take action in relation to building disputes or complaints are generally limited to these acts.

The *Building Act 2004* and the *Building Regulation 2008* define and govern the performance of building work in the ACT.

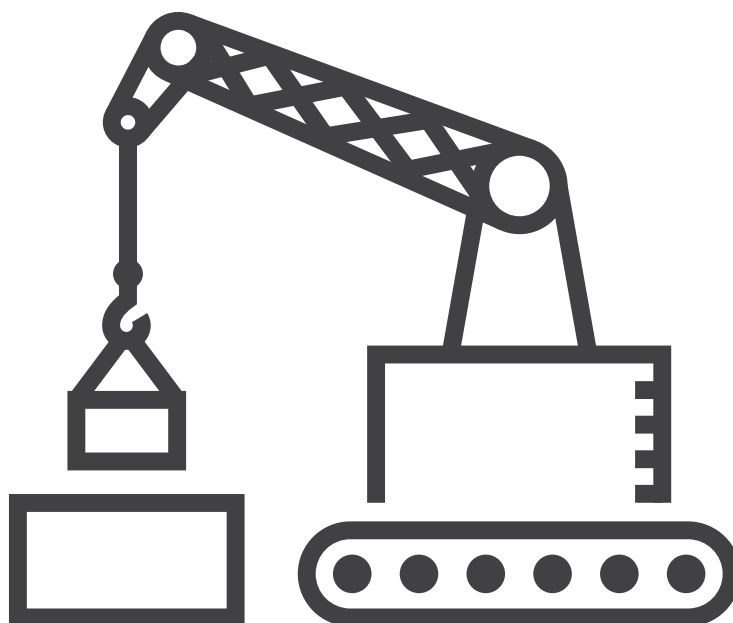
Complaints can be made to Access Canberra. You should provide any information that is relevant to the alleged breach.

Examples of Complaints

Examples of complaints that can be investigated by the Registrar include:

Did you know?

COLA is the principal legislation that governs the responsibilities of construction occupations licences including builders, plumbers, electricians and building certifiers.



- failing to comply with the Building Code of Australia
- whether building work has been carried out using appropriate materials and in a proper and skilful manner
- unacceptable standards of building work (refer to the Victorian Building Commission's Guide to Standards & Tolerances 2007) http://www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Some examples of issues the Registrar will not be able to investigate:

- contractual disputes – as this is a legal matter
- fit and finish issues – unless they are required for building code compliance.



TOP TIPS

Always seek to resolve issues firstly with the builder and seek independent legal advice if you have questions, concerns or issues.

2. Show Me the Money – Financial Management

Differences in Class A and B Subdivision Expenses

Generally, an owners corporation will organise a far greater range of maintenance activities in Class A plan of subdivision than in Class B. This is because in a Class A complex, the owners corporation will need to do such things as repaint the buildings, maintain the roof, gutters, downpipes, clean the stairwells, replace fences and maintain the common areas and facilities.

In a Class B complex, owners generally need to maintain a limited number of common facilities, which often consist only of driveways, letterboxes and common area lighting. Therefore the level of expenditure individual owners will be required to budget for will be generally higher in a Class A as opposed to a Class B.

General Fund (sometimes known as the Administrative Fund)

The owners corporation must establish an administrative fund for general administration purposes, and may also establish funds for special purposes by special resolution at a general meeting. At each annual general meeting the owners corporation must approve a general fund budget by ordinary resolution for the administrative fund and any special purpose funds. For the financial year the annual general meeting is being held, the general fund budget must detail:

- an estimate of the total contributions (sometimes referred to as body corporate fees or levies) to be paid into the general fund by the owners corporation members
- any estimate of any other amounts to be paid into the general fund such as proceeds of the sale of owners corporation property or 'fees to inspect' records
- an estimate of payments to be made out of the general fund such as insurance premiums, any recurrent expenses, utility costs for common property water, electricity and gas or day to day maintenance of the common property (for example, common area cleaning, lawn mowing and minor common property repairs or maintenance)
- fees for the Strata Manager (if engaged).



Did you know?

Examples of day to day maintenance expenses for the common property: common area cleaning, lawn mowing and minor common property repairs or maintenance.

Sinking Fund

If there are four or more units in a Units Plan, the owners corporation must establish and maintain an adequately funded sinking fund to provide for the future maintenance and upkeep of the common property and any other property the owners corporation holds. Unit Plans with less than four units may opt not to have a sinking fund but must still maintain the common property.

The sinking fund must be separate and distinguishable from all other money and funds of the owners corporation.

An inadequate sinking fund may lead to maintenance not being carried out which, in turn, can lead to problems with the amenity of the property and potentially more serious issues, such as those that might impact on the structural integrity of the building.

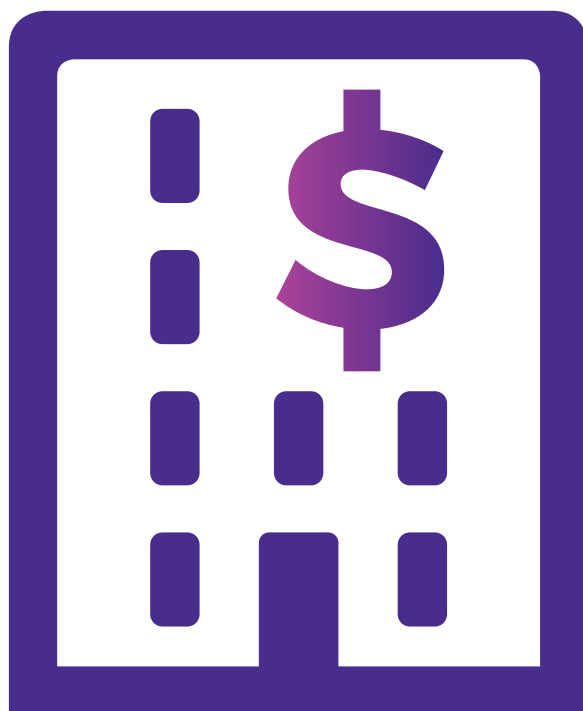
The owners corporation must approve a sinking fund plan by ordinary resolution within 12 months of the first annual general meeting for a ten year period beginning on the first day of the financial year following approval.

The plan must include:

- the expected sinking fund expenditure for at least the ten year period of the plan
- each financial year's total contributions required from members to meet the expected sinking fund expenditure for the financial year
- reserve an amount necessary to be accumulated to meet the expected expenditure over at least the remaining years of the plan.

Major expenditure to manage maintenance risks needs to be included in the plan. Major expenditure is generally on major assets which can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating, and car parking areas. The adoption of the correct maintenance regime will ensure that financial expenditure is planned for within the sinking fund budget.

A sinking fund plan should also take into consideration eventual replacement of items beyond the ten year timeframe to ensure all costs are equitably distributed. An owners corporation may require the assistance of a professional to help create a comprehensive sinking fund plan. This advice may include the expected life of each of the components of the common property including components to provide water, sewerage and electricity and the potential refurbishment and replacement costs for each component. It may also include advice as to whether items of plant and equipment should be replaced or overhauled.



Did you know?

The sinking fund plan must be reviewed within four years of the plan being initially approved and then no later than every five years after each review. The owners corporation must approve, by ordinary resolution, a plan for the sinking fund (a sinking fund plan) for the 10 year period beginning on the first day of the financial year following the approval.

3. Maintenance Program

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. This means:

- the property is managed systematically
- building services can be monitored to assist their efficient use and reduce costs
- the standard and presentation of the property can be maintained.

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.

The following categories of maintenance will assist owners in planning and undertaking maintenance programs.

Cleaning

Cleaning is the simplest and often cheapest form of maintenance. Besides giving a bright appearance, cleaning can prevent build-up of moulds, overgrown plants or weeds and can prevent the build up of moisture becoming trapped, which can cause rust or rot.

Preventative Maintenance

Regular maintenance activities - such as repainting timber, sealing joints and keeping vents and pipes clear - can prevent damage occurring and often extends the life of the items.



TOP TIPS

An often neglected routine preventative maintenance is the cleaning of gutters which will help prevent blockages and internal water damage to dwellings and help prevent damage to gutters and downpipes.

Fire Safety Measures

Fire safety measures such as fire extinguishers and fire rated apartment or unit doors should, with some required by law, undergo routine maintenance to ensure that they operate correctly in the event of an emergency.

Corrective Maintenance

Repairing any faulty items can prevent more serious damage. For example, a noisy fan or basement garage door may be an indicator that a minor part needs to be replaced – if this is not done the fan or garage door motor may quickly fail and need to be replaced at far greater expense. Lifts are commonly maintained under a comprehensive lift maintenance agreement which limits the costs of lift related maintenance expenditure to a fixed price per annum and ensures prompt and efficient service in the event of a breakdown. Some unit titled complexes are locked into maintenance agreements by the developer. Unit purchasers need to check what agreements and contracts are in place for their building.

Emergency Corrective Maintenance

In some instances, unscheduled repairs will be required immediately for health, safety, security reasons. For example, roof repairs after storm damage, graffiti removal or replacing broken glass.

Rehabilitation or Replacement

When an item has reached the end of its useable or economic lifespan, it must be replaced. This covers items such as light bulbs, filters, pumps, door closers and termite protection. Within multi-unit properties there are critical building elements that require scheduled maintenance to ensure the safety, comfort and continued smooth operation of facilities for residents. Identifying the key common property assets, plant, equipment and facilities will allow for the owners to understand what needs to be maintained, to what standard and what type of maintenance regime is best suited to these common property components.

Specialist Help

For some issues, specialist help is useful. For example, if there are concerns about the structural integrity of a part of a building, it would be prudent to engage a structural engineer to identify the issue, its cause and its remedy to facilitate an acceptable outcome. Significant issues such as these may also require engagement of a legal professional to ensure that the correct documentation and legal determination of the relevant remedy is provided within the required timeframe.



Did you know?

Access Canberra can also assist with any questions about fair trading and building standards. Visit www.act.gov.au/accessCBR or phone 13 22 81.



4. Unit Owners Maintenance Requirements – Builder to Complete

To assist unit owners, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owner:

Unit No:

Building Name:

Location/Address:

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
<i>Routine Maintenance</i>					
Appliances and fittings					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Glazing					
<i>Internal Plasterboard</i>					
Wall & ceiling linings					
Cornices					
<i>Joinery</i>					
Windows					
Doors					
Door handles, hinges, locks and latches					
Fly screens					
Shower screens					
Benches, wall cabinets & vanities					
<i>Internal Flooring</i>					
Ceramic tiles					
Timber floorboards					
Carpet					

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
<i>Plumbing & Draining</i>					
Tapware					
Pipes, drains and traps					
Balcony floor wastes					
Toilet Cistern					
Shower trays					
<i>Electrical</i>					
Interior lighting					
Smoke alarms					
Oven and stove tops					
Hot water service					
<i>Gas Appliances</i>					
Hot water service					
Heating					
<i>Painting</i>					
General					
Door-frames					
Balustrades					
<i>Heating, Ventilation & Air Conditioning</i>					
Air conditioning units					
Air vents, exhaust fans					
<i>Balconies and Terraces</i>					
Tiling and grouting					
Paving	(E.g. Removal of weeds and plant material and ensuring drains are not blocked)				
<i>Parking</i>					
Garage doors					
Door openers					

Note: The unit owner is responsible for the maintenance of any additional structural alterations or additions to the unit approved by the owners corporation e.g. installing of external air conditioning units or pergolas.

For additional maintenance requirements not contained in the table above, use the blank form at the back of this document.

Owners Corporation Maintenance Requirements – Builder to Complete

To assist the owners corporation, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owners Corporation:

Unit Plan No:

Building Name:

Location/Address:

Building element	Maintenance Requirements <small>(include type of professional to undertake required maintenance)</small>	Product and Manufacturer <small>(including Alternative Building Solutions)</small>	Frequency	Warranty details	Tick if required for this building
<i>Routine Maintenance</i>					
Pest control					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
<i>Foundation Footings & Slab</i>					
Footings & foundations					
Slab					
<i>Timber Construction</i>					
Eaves					
Decks					
Balustrades					
<i>External Surfaces</i>					
Render					
Brickwork					
Mouldings					
<i>Structural Steel & Metal Work</i>					
Protective coating					
<i>Glazing</i>					
Windows and doors					
Glass balustrades					

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
Roofing					
Iron/battens					
Flashing					
Roofing					
Bird-proofing					
Internal Flooring (main foyer and hallways)					
Ceramic tiles					
Carpet					
Plumbing & Draining					
External taps					
Pipes, drains and traps					
Membranes on balconies					
Gutters (including box gutters)					
Downpipes					
Rain water tanks					
Stormwater					
Basement inspection outlets					
Plumbing under roads, paths, tiles					
Intelligent Building Systems & Controls					
Waterproofing Systems					
Electrical					
External lighting					
Switchboard & meter box					
Solar panels					
Painting					
Common areas					
External walls on balconies					
Balustrades on balconies					
Heating, Ventilation & Air Conditioning					
Boilers and heater controllers					
Cooling water towers					

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
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Security Systems

Intercoms					
Surveillance cameras					
Security doors, gates & controllers					

Lifts

Lift cars					
Lift motors					
Lift controllers					

Pools, Spas and Gymnasiums

Pool fence					
Pool or sauna heater					
Thermostats, heating and ventilation control devices					
Water pumps and filters					

Parking

Garage doors					
Door openers					
Bike storage facilities					

Landscaping & External Works

Timber fence					
Steel fence					
Concrete					
Paving					
Plants					
Trees					



5. Essential Services Maintained by the Owners Corporation

The table below details the Schedule of Essential Safety Measures in accordance with the Australian Standards required for multi-unit residential properties. If defects or faults are observed they should be immediately inspected by a suitably qualified industry professional. The timeframes are recommendations only and may vary depending on products used.

Building Fire Systems

Essential safety measure <i>(including Alternative Building Solutions)</i>	Nature and/or frequency of test or inspection	Tick if required for this building
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	As per AS 1851 - Section 2 if sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability	
Fire doors (including sliding fire doors and their associated warning systems), fire-rated apartment doors and associated self-closing, automatic closing and latching mechanisms	Every three to 12 months as per AS 1851 - Section 17 check operation of handles closers and electronic strikes	
Fire windows (including windows that are automatic or permanently fixed in the closed position)	Every three months as per AS 1851 - Section 17 for damage, deterioration or unauthorised alteration, BCA	
Fire wall penetrations (including fire dampers and fire stopping of service penetrations)		
Solid core doors and associated self-closing and latching mechanisms	Annual inspection for damage, deterioration and check operation of closers, handles and electronic strikes	
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Every three months as per AS 1851 - Check operation of closers, handles and electronic strikes	
Building occupant warning system	Monthly as prescribed AS 1851 Section 9	
Fire hydrant system (including on-site pump set and fire service booster connection)	Weekly to AS 1851 Section 4 where pumps are installed or six monthly to AS1851 Section 4. Annual inspection to ensure compliance of construction and contents with BCA	
Fire hose reel system	Every six months to AS 1851 Section 14	
Sprinkler system	Weekly to AS 1851 Section 21	
Portable fire extinguishers	Every six months to AS 1851 Section 15.4	
Fire control centres (or rooms) including location coding	Annual inspection to ensure compliance of construction and contents with BCA	

Access, Exits and Lifts

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Paths of travel to exits	Inspection every three months to ensure there are no obstructions and no alterations	
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire isolated passageways)	Inspection every three months to ensure there are no obstructions and alterations	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware	

Signage

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Exit signs (including direction signs)	Every 6 months to AS 2293.2	
Signs warning against the use of lifts in the event of fire	Annual inspection to ensure the warning sign is in place and legible	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Signs alerting persons that the operation of doors must not be impaired	Annual inspection to ensure the warning sign is in place and legible	

Lighting

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Emergency lighting	Every 6 months to AS/NZS 2293.2	

Air Handling and Ventilation Systems

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Smoke hazard management systems: <ul style="list-style-type: none"> • automatic air pressurisation systems for fire-isolated exits • zone smoke control system automatic • smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums) • air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke • miscellaneous air handling systems covered by Section 5 and 11 of AS/NZS 1668.1 	Quarterly and as prescribed in AS 1851 Section 18. Documentation covering maintenance records required to implement the maintenance program shall be provided by the builder and retained by the units manager to record the maintenance carried out in accordance with 18.2.4.1 and 18.2.4.2.	
Carpark mechanical ventilation system	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 Section 18	

6. Useful Information

External and Interior Surfaces Colours and Types

The tables below details the products, including types and colours for external and internal surfaces, used throughout the construction of your unit and the common property. This is intended to assist with colour matching paint, tiles and roof tiles etc.

Common Areas

Surface	Manufacturer	Type	Colour
Brick			
Roof tiles/sheeting			
Pavers			
Floor Tiles			
Wall Tiles			
Carpet			
Glazing			

Paint

Internal			
Architraves			
Doors			
Ceilings			
External			

Units

Surface	Manufacturer	Type	Colour
Floor Tiles			
Wall Tiles			
Carpet			

Paint

Internal			
Architraves			
Doors			
Ceilings			

Important Telephone Numbers

Contact	Name	Phone number
Emergency Services		000
Builder		
Units Manager		
Executive Committee		
Plumber		
Electrician		
Pest Control		
Gas (faults & emergencies)		
Electricity (faults & emergencies)		
Water (faults & emergencies)		
Maintenance Person		
Access Canberra		13 22 81

Useful Links

Building Technology Files (BTF) for Home-owners and Professionals

www.publish.csiro.au/books/series/42

Guide to Standards & Tolerances 2007

www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Guide to the Obligations of Owners Corporation Managers

www.act.gov.au/accessCBR

Unit Titles Dispute Resolution Guide

www.act.gov.au/accessCBR

Unit Titles (Management) Act 2011

www.legislation.act.gov.au/a/2011-41

Owners Corporation Network of the ACT (OCN)

www.ocnact.org.au



18/0726

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Sinking Fund Plan

Sebae

15 Jumbuck Crescent, Lawson, ACT 2617

Scheme Number: 4338



COMPILED BY STEVE VILJOEN

**On 8 August 2018 for the
15 Years Commencing: 6 January 2018
QIA Job Reference Number: 132475**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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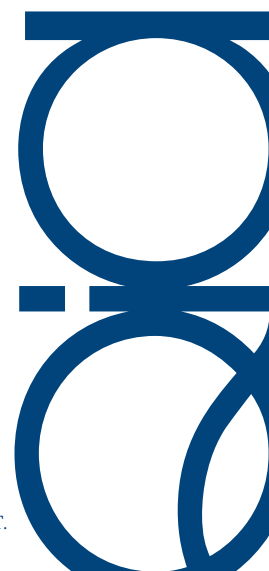
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REPORT TABLE OF CONTENTS

INTRODUCTION.....	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
FINANCIAL SUMMARY.....	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 16 -
ITEMISED ACCRUALS BY YEAR.....	- 19 -
REPORT INFORMATION.....	- 22 -
AREAS NOT INSPECTED	- 22 -

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

15 Jumbuck Crescent, 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:	\$0.30
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$3,000.00
The proposed Sinking Fund Levy per entitlement is:	\$4.01

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.

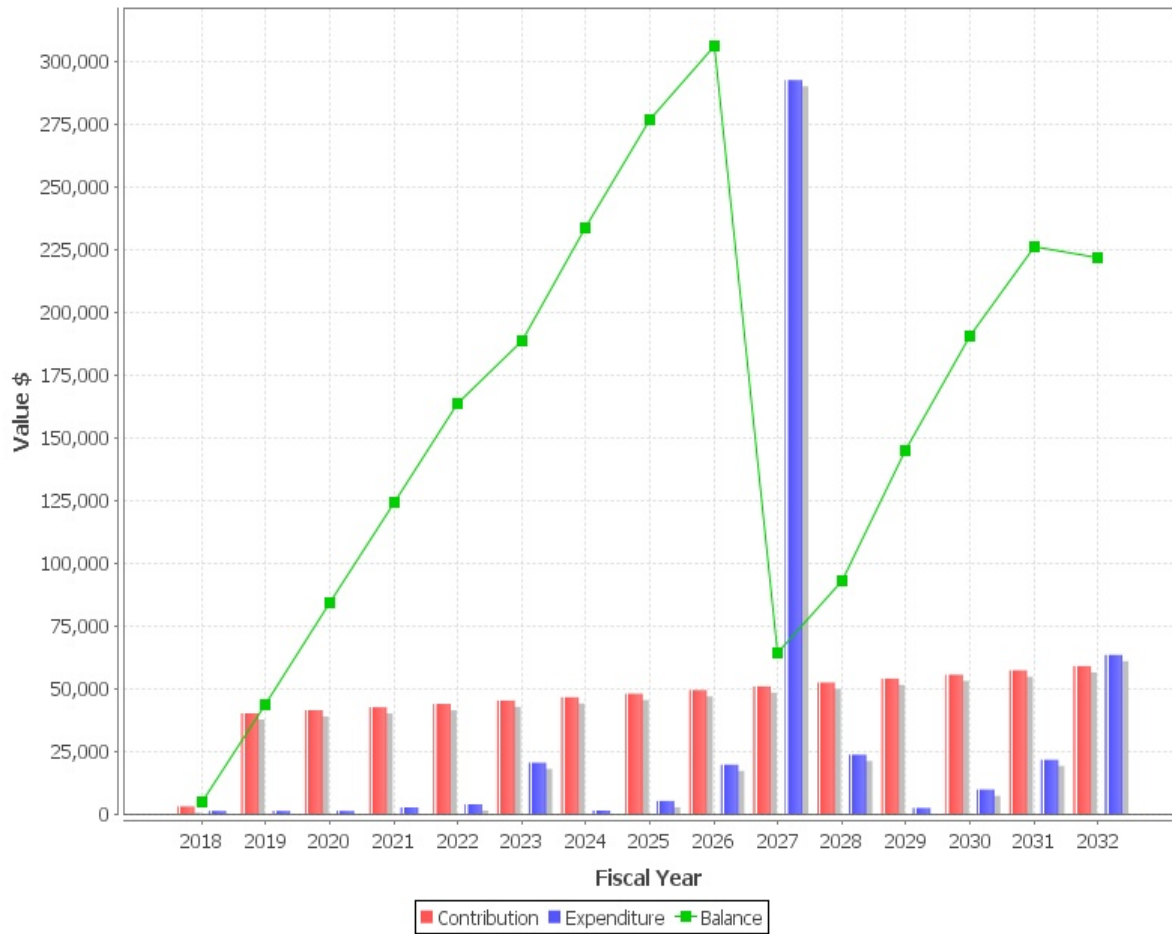
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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.

FINANCIAL SUMMARY

Report Year	Year	Fiscal From	Opening Balance	Income		Expenses		Closing Balance (End of Year)
				Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)		
1		06/01/2018	\$3,000	\$3,000	\$0.30	\$1,140	\$4,860	
2		06/01/2019	\$4,860	\$40,101	\$4.01	\$1,174	\$43,787	
3		06/01/2020	\$43,787	\$41,304	\$4.13	\$1,209	\$83,881	
4		06/01/2021	\$83,881	\$42,543	\$4.25	\$2,558	\$123,866	
5		06/01/2022	\$123,866	\$43,819	\$4.38	\$3,859	\$163,826	
6		06/01/2023	\$163,826	\$45,134	\$4.51	\$20,412	\$188,548	
7		06/01/2024	\$188,548	\$46,488	\$4.65	\$1,361	\$233,675	
8		06/01/2025	\$233,675	\$47,882	\$4.79	\$5,164	\$276,393	
9		06/01/2026	\$276,393	\$49,319	\$4.93	\$19,625	\$306,086	
10		06/01/2027	\$306,086	\$50,798	\$5.08	\$292,491	\$64,394	
11		06/01/2028	\$64,394	\$52,322	\$5.23	\$23,595	\$93,121	
12		06/01/2029	\$93,121	\$53,892	\$5.39	\$2,362	\$144,651	
13		06/01/2030	\$144,651	\$55,509	\$5.55	\$9,694	\$190,465	
14		06/01/2031	\$190,465	\$57,174	\$5.72	\$21,606	\$226,034	
15		06/01/2032	\$226,034	\$58,889	\$5.89	\$63,368	\$221,554	

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2018	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,140
<u>Total Forecast Expenditure for year - January 2018 (Inc GST):</u>	<u>\$1,140</u>
Includes GST amount of :	\$104
January 2019	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,174
<u>Total Forecast Expenditure for year - January 2019 (Inc GST):</u>	<u>\$1,174</u>
Includes GST amount of :	\$107
January 2020	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,209
<u>Total Forecast Expenditure for year - January 2020 (Inc GST):</u>	<u>\$1,209</u>
Includes GST amount of :	\$110
January 2021	Expense Inc GST
SUPERSTRUCTURE	
- Provision to maintain/replace aluminum louvers/awnings/pergolas	\$619
- Capital Replacement - General	\$1,246
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$693
<u>Total Forecast Expenditure for year - January 2021 (Inc GST):</u>	<u>\$2,558</u>
Includes GST amount of :	\$233

January 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,283
BASEMENT		
- Replace garage door motor		\$1,683
RECREATION AREA		
- Maintain recreation area's		\$893
<u>Total Forecast Expenditure for year - January 2022 (Inc GST):</u>		<u>\$3,859</u>
Includes GST amount of :		\$351
January 2023		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$2,379
- Provision to maintain/replace aluminium louvers/awnings/ pergolas		\$657
- Capital Replacement - General		\$1,322
BASEMENT		
- Maintain/repair main garage door running gear		\$1,307
EXTERNAL WORKS		
- Maintain common pipework 3%		\$6,561
FURNITURE & FITTINGS		
- Install/Replace sensors/exits/emergency lighting 50%		\$427
- Ongoing partial replacement of exterior lighting		\$5,790
RECREATION AREA		
- Provision to replace outdoor furniture		\$1,970
<u>Total Forecast Expenditure for year - January 2023 (Inc GST):</u>		<u>\$20,412</u>
Includes GST amount of :		\$1,856

January 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,361
<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>		<u>\$1,361</u>
Includes GST amount of :		\$124
January 2025		Expense Inc GST
SUPERSTRUCTURE		
- Provision to maintain/replace aluminium louvers/awnings/pergolas		\$697
- Capital Replacement - General		\$1,402
ROOF		
- Provision to maintain roof fixtures and flashings		\$2,090
RECREATION AREA		
- Maintain recreation area's		\$975
<u>Total Forecast Expenditure for year - January 2025 (Inc GST):</u>		<u>\$5,164</u>
Includes GST amount of :		\$469

January 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,444
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain driveway 3%	\$13,143
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	\$646
- Provision to replace portable fire extinguishers	\$804
RECREATION AREA	
- Provision to replace BBQ'S	\$3,588
<u>Total Forecast Expenditure for year - January 2026 (Inc GST):</u>	<u>\$19,625</u>
Includes GST amount of :	\$1,784

January 2027	Expense Inc GST
SUPERSTRUCTURE	
- Repaint building	\$195,571
- Repaint soffits	\$15,983
- Scaffold/access equip allowance	\$45,125
- Repaint/re-varnish door face	\$10,112
- Provision to maintain/replace aluminium louvers/awnings/pergolas	\$739
- Repaint handrails	\$1,159
- Repaint gables	\$5,629
- Capital Replacement - General	\$1,487
BASEMENT	
- Repaint line marking	\$1,730
- Repaint door face	\$532
FENCING	
- Repaint boundary wall/fencing	\$14,422
<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>	<u>\$292,491</u>
Includes GST amount of :	\$26,590

January 2028	Expense Inc GST
---------------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,532
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DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10%	\$15,935
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FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting 50%	\$495
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ROOF

- Provision to maintain roof fixtures and flashings	\$2,284
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RECREATION AREA

- Maintain recreation area's	\$1,066
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- Provision to replace outdoor furniture	\$2,284
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<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>	<u>\$23,595</u>
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Includes GST amount of :	\$2,145
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January 2029	Expense Inc GST
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SUPERSTRUCTURE

- Provision to maintain/replace aluminium louvers/awnings/pergolas	\$784
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- Capital Replacement - General	\$1,578
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<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>	<u>\$2,362</u>
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Includes GST amount of :	\$215
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January 2030		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,625
EXTERNAL WORKS		
- Maintain common pipework 3%		\$8,069
<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>		<u>\$9,694</u>
Includes GST amount of :		\$881
January 2031		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade fixings		\$3,014
- Provision to maintain/replace aluminum louvers/awnings/pergolas		\$832
- Capital Replacement - General		\$1,674
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$7,334
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$932
ROOF		
- Provision to maintain roof fixtures and flashings		\$2,496
RECREATION AREA		
- Maintain recreation area's		\$1,165
- Provision to replace BBQ'S		\$4,160
<u>Total Forecast Expenditure for year - January 2031 (Inc GST):</u>		<u>\$21,606</u>
Includes GST amount of :		\$1,964

January 2032	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace single garage doors	\$18,097
- Provision to replace double garage doors	\$7,352
- Capital Replacement - General	\$1,724
BASEMENT	
- Replace garage door motor	\$2,262
ROOF	
- Replace skylights	\$33,933
<u>Total Forecast Expenditure for year - January 2032 (Inc GST):</u>	<u>\$63,368</u>
Includes GST amount of :	\$5,761

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
SUPERSTRUCTURE																		
- Repair building	\$132,294	2027	10										195571					
- Repair soffits	\$10,812	2027	10										15983					
- Scaffold/access equip allowance	\$30,525	2027	10										45125					
- Repair/re-varnish door face	\$6,840	2027	10										10112					
- Provision to replace balustrade fixings	\$1,811	2023	8						2379								3014	
- Provision to maintain/replace aluminium louvers/awnings/pergolas	\$500	2021	2				619		657		697		739				832	
- Repair handrails	\$784	2027	10										1159					
- Repair gables	\$3,808	2027	10										5629					
- Provision to replace single garage doors	\$10,560	2032	1														18097	
- Provision to replace double garage doors	\$4,290	2032	1														7352	
- Capital Replacement - General	\$1,006	2018	1	1140	1174	1209	1246	1283	1322	1361	1402	1444	1487	1532	1578	1625	1674	1724
BASEMENT																		
- Repair line marking	\$1,170	2027	10										1730					
- Repair door face	\$360	2027	10										532					
- Maintain/repair main garage door running gear	\$995	2023	12						1307									

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
BASEMENT																		
- Replace garage door motor	\$1,320	2022	10					1683										2262
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10%	\$10,465	2028	11											15935				
- Maintain driveway 3%	\$9,158	2026	12									13143						
EXTERNAL WORKS																		
- Maintain common pipework 3%	\$4,995	2023	7						6561							8069		
FENCING																		
- Repair boundary wall/fencing	\$9,756	2027	10										14422					
FURNITURE & FITTINGS																		
- Install/Replace sensors/exits/emergency lighting 50%	\$325	2023	5						427					495				
- Ongoing partial replacement of exterior lighting	\$4,408	2023	8						5790									7334
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$450	2026	12														646	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$560	2021	5				693					804					932	
ROOF																		
- Replace skylights	\$19,800	2032	1															33933
- Provision to maintain roof fixtures and flashings	\$1,500	2025	3								2090			2284			2496	
RECREATION AREA																		
- Maintain recreation area's	\$700	2022	3					893			975			1066			1165	
- Provision to replace outdoor furniture	\$1,500	2023	5						1970					2284				
- Provision to replace BBQ'S	\$2,500	2026	5									3588					4160	
Total				1140	1174	1209	2538	3859	20412	1361	5164	19625	292491	23595	2362	9694	21606	63368
Includes GST amount of				104	107	110	233	351	1856	124	469	1784	26590	2145	215	881	1964	5761

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
SUPERSTRUCTURE																		
- Repair building	\$132,294	2027	10	17060	34631	52730	71372	90573	110350	130720	151701	173312	195571	22441	45555	69363	93885	119143
- Repair soffits	\$10,812	2027	10	1394	2830	4309	5833	7402	9018	10683	12398	14164	15983	1834	3723	5669	7673	9737
- Scaffold/access equip allowance	\$30,525	2027	10	3936	7991	12167	16468	20898	25461	30162	35003	39989	45125	5178	10511	16004	21662	27490
- Repair/re-varnish door face	\$6,840	2027	10	882	1791	2726	3690	4683	5706	6759	7844	8961	10112	1160	2355	3586	4854	6160
- Provision to replace balustrade fixings	\$1,811	2023	8	368	747	1137	1539	1953	2379	339	688	1048	1418	1799	2192	2597	3014	544
- Provision to maintain/replace aluminium louvers/awnings/pergolas	\$500	2021	2	148	300	457	619	324	657	343	697	364	739	386	784	410	832	
- Repair handrails	\$784	2027	10	101	205	312	423	537	654	775	899	1027	1159	133	270	411	556	706
- Repair gables	\$3,808	2027	10	491	997	1518	2054	2607	3176	3762	4366	4988	5629	646	1311	1996	2702	3429
- Provision to replace single garage doors	\$10,560	2032	1	973	1975	3007	4071	5166	6294	7456	8652	9885	11155	12462	13809	15196	16625	18097
- Provision to replace double garage doors	\$4,290	2032	1	395	802	1222	1654	2099	2557	3029	3515	4016	4532	5063	5610	6174	6754	7352
- Capital Replacement - General	\$1,006	2018	1	1140	1174	1209	1246	1283	1322	1361	1402	1444	1487	1532	1578	1625	1674	1724
BASEMENT																		
- Repair line marking	\$1,170	2027	10	151	306	466	631	801	976	1156	1342	1533	1730	199	403	614	831	1054
- Repair door face	\$360	2027	10	46	94	143	194	246	300	356	413	471	532	61	124	189	255	324
- Maintain/repair main garage door running gear	\$995	2023	12	202	410	625	845	1073	1307	130	263	401	543	689	839	994	1154	1318

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
BASEMENT																		
- Replace garage door motor	\$1,320	2022	10	317	644	980	1326	1683	197	401	610	825	1048	1276	1512	1755	2005	2262
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10%	\$10,465	2028	11	1244	2526	3846	5205	6605	8048	9533	11064	12640	14263	15935	2003	4065	6190	8378
- Maintain driveway 3%	\$9,158	2026	12	1294	2626	3999	5412	6869	8368	9913	11504	13143	1391	2824	4299	5819	7385	8997
EXTERNAL WORKS																		
- Maintain common pipework 3%	\$4,995	2023	7	1014	2059	3135	4244	5385	6561	1053	2138	3255	4406	5591	6812	8069	1267	2571
FENCING																		
- Provision to replace colorbond slat fencing & gates in 35 years	\$1,580		1	104	212	322	436	553	674	799	927	1059	1195	1335	1480	1628	1781	1939
- Repaint boundary wall/fencing	\$9,756	2027	10	1258	2554	3888	5263	6679	8138	9640	11187	12781	14422	1655	3359	5115	6923	8786
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,521		1	100	204	310	420	533	650	770	893	1020	1151	1286	1425	1569	1716	1868
- Install/Replace sensors/exits/emergency lighting 50%	\$325	2023	5	66	134	204	276	350	427	93	189	288	390	495	108	218	332	450
- Ongoing partial replacement of exterior lighting	\$4,408	2023	8	895	1817	2767	3745	4752	5790	825	1674	2549	3450	4379	5335	6320	7344	1323

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	\$450	2026	12	64	129	197	266	338	411	487	565	646	68	139	211	286	363	442
- Provision to replace portable fire extinguishers	\$560	2021	5	166	336	512	693	151	307	468	634	804	176	356	543	734	932	200
ROOF																		
- Replace skylights	\$19,800	2032	1	1824	3704	5639	7633	9686	11801	13980	16224	18535	20915	23367	25893	28494	31173	33933
- Provision to replace guttering in 35 years	\$3,484		1	230	467	711	963	1221	1488	1763	2046	2337	2637	2947	3265	3593	3931	4279
- Provision to replace down pipes in 30 years	\$2,538		1	168	340	518	701	890	1084	1284	1490	1703	1921	2146	2378	2617	2864	3117
- Provision to maintain roof fixtures and flashings	\$1,500	2025	3	235	477	726	983	1248	1520	1801	2090	739	1500	2284	808	1639	2496	
RECREATION AREA																		
- Maintain recreation areas	\$700	2022	3	168	341	520	704	893	315	640	975	345	700	1066	377	765	1165	
- Provision to replace outdoor furniture	\$1,500	2023	5	305	618	941	1274	1617	1970	430	873	1330	1800	2284	2422	3278	4160	
- Provision to replace BBQ'S	\$2,500	2026	5	353	717	1092	1478	1875	2285	2706	3141	3588	784	1591				
TOTAL ACCRUALS				35952	72984	111126	149103	187114	209778	252256	292243	319565	75443	100943	148932	191098	222881	212255

* 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.







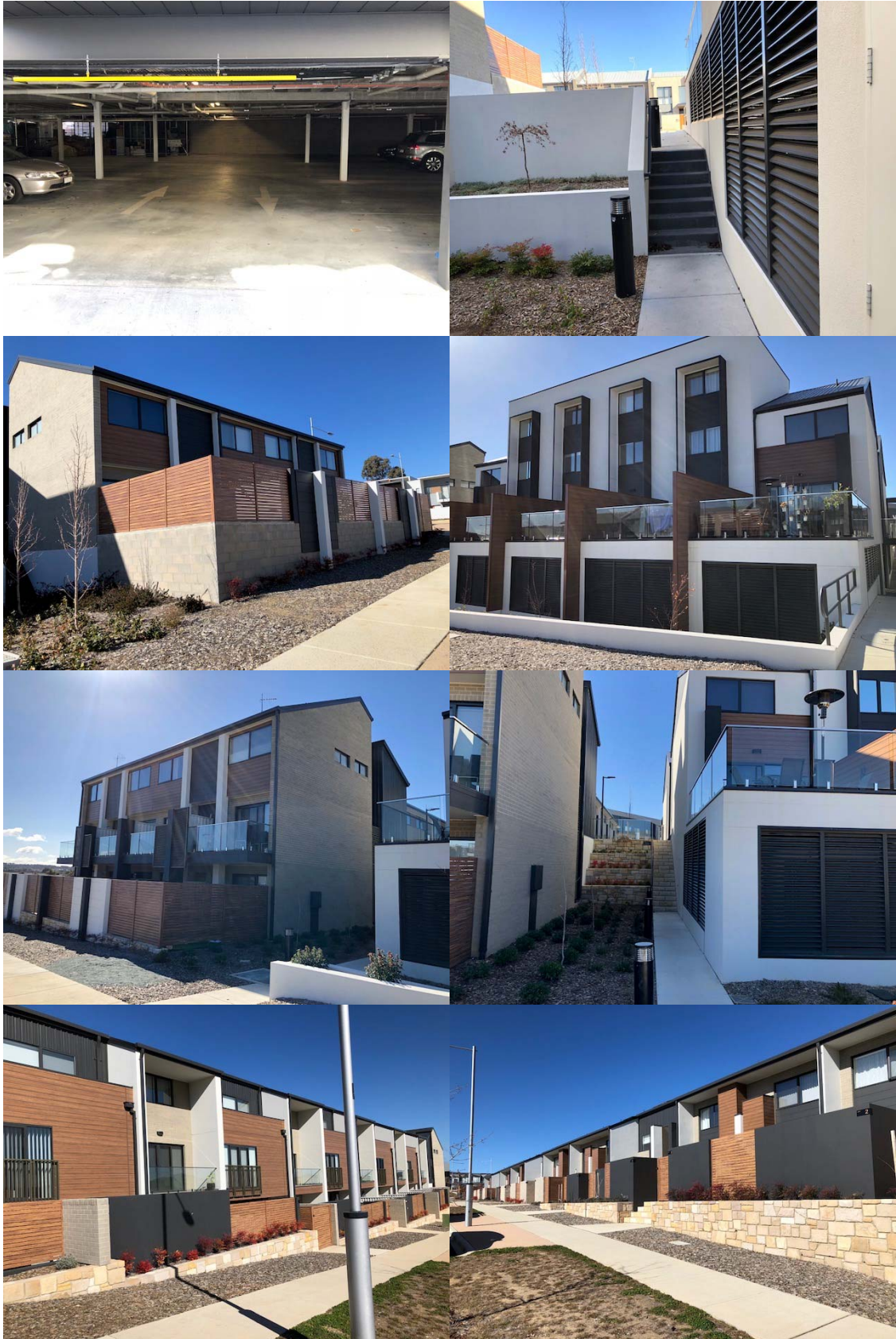












Energy Efficiency Report



FirstRate Report

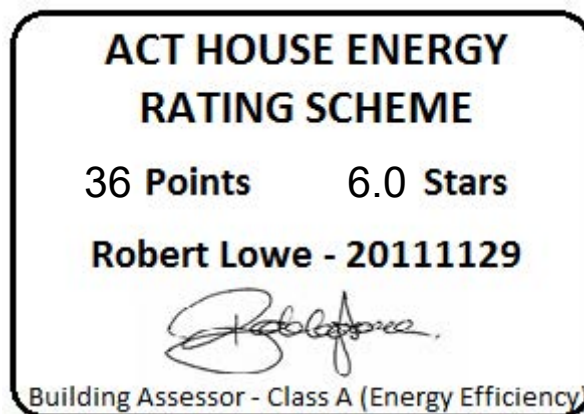


YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 36 POINTS**

Name: Bamra **Ref No:** 70290

House Title: Unit 62 Block 1 Section 42 LAWSON **Date:** 25-05-2026

Address: 62/15 Jumbuck Crescent, 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.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	36											
Potential	41											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmets

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	36	★★★★★★
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Largest windows in the dwelling;

Direction : East

Area : 8 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. East	35	★★★★★★
2. South East	36	★★★★★★
3. South	38	★★★★★★
4. South West	36	★★★★★★
5. West	35	★★★★★★
6. North West	40	★★★★★★
7. North	43	★★★★★★
8. North East	41	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 62 Block 1 Section 42 LAWSON, 62/15 Jumbuck Crescent, Lawson ACT 2617

Assessor's Name:

Net Conditioned Floor Area: 85.5 m²

			Points			
Feature			Winter	Summer	Total	
CEILING			12	0	12	
Surface Area:	5	Insulation:	9			
WALL			-1	-3	-3	
Surface Area:	-5	Insulation:	6	Mass:	-5	
FLOOR			11	1	12	
Surface Area:	4	Insulation:	-2	Mass:	10	
AIR LEAKAGE (Percentage of score shown for each element)			6	0	6	
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	43 %			
Exhaust Fans	26 %	Doors	15 %			
Down Lights	0 %	Gaps (around frames)	17 %			
DESIGN FEATURES			0	0	0	
Cross Ventilation	0					
ROOF GLAZING			0	0	0	
Winter Gain	0	Winter Loss	0			
WINDOWS			-3	-7	-10	
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
E	8	10%	-12	10	-5	-6
W	3	4%	-5	4	-3	-4
Total	12	14%	-18	14	-7	-10

* 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 0 points	Winter	Summer	Total
RATING ★★☆☆☆☆	25	-9	36*

* includes 19 points from Area Adjustment

Detailed House Data

House Details

ClientName Bamra
HouseTitle Unit 62 Block 1 Section 42 LAWSON
StreetAddress 62/15 Jumbuck Crescent, Lawson ACT 2617
FileCreated 25-05-2026

Climate Details

Canberra
2600
State 24
Town
Postcode
Zone

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	Timber	NA	Yes	No	No	Carp	R0.0	39.1m ²
2	Timber	NA	Yes	No	No	Tiles	R0.0	5.9m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	31.6m ²
4	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	11.7m ²
5	Timber	Open	No	No	No	Carp	R4.0	2.0m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
3	Framed: Metal Clad	No	R2.0	3.8m	2.6m
3	Framed: FC Sheet Clad	Yes	R2.0	10.8m	2.6m
4	Weatherboard	No	R4.0	11.0m	2.6m
5	Framed: FC Sheet Clad	No	R2.0	5.4m	2.6m
6	Framed: FC Sheet Clad	Yes	R2.0	8.4m	2.4m
7	Framed: FC Sheet Clad	Yes	R2.0	3.0m	3.4m
8	Framed: FC Sheet Clad	No	R2.0	3.9m	2.7m
9	Framed: FC Sheet Clad	No	R2.0	3.1m	3.4m
10	Framed: FC Sheet Clad	No	R4.0	12.7m	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	47.0m 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	E	2.1m	2.6m	No	DG	ALIMPR	HD	No	0.0m	0.0m	0.0m
2	W	0.6m	0.9m	No	DGT	ALIMPR	NC	No	0.0m	0.0m	0.0m
3	W	1.2m	2.4m	No	DG	ALIMPR	CW	No	0.0m	0.0m	0.0m
4	E	1.2m	2.4m	No	DG	ALIMPR	CW	No	0.6m	0.6m	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>
1	E	2.1m	2.6m	0.0m	0.0m	0.0m	0.0m	3.5m	0.3m	0.0m	0.0m
2	W	0.6m	0.9m	7.0m	3.4m	12.4m	-11.0m	0.0m	0.0m	6.0m	8.0m
3	W	1.2m	2.4m	3.0m	3.4m	14.0m	-11.0m	0.0m	0.0m	0.0m	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	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	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

Arwinder Bamra and Ravinder Bamra
62/15 Jumbuck Cres
LAWSON ACT 2617
AUSTRALIA

Invoice Date
22 May 2026

Invoice Number
INV-70290

Reference
62/15 Jumbuck Cres, Lawson
ACT 2617, Australia

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 1 Jun 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

Arwinder Bamra and Ravinder Bamra
62/15 Jumbuck Cres
LAWSON ACT 2617
AUSTRALIA

Payment Date
22 May 2026

Sent Date
25 May 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
22 May 2026	INV-70290	Payment - INV-70290 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00
