

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 48	UP No. 14264	Block 19	Section 29	Division/District Braddon
	and known as 702/16 Lonsdale Street, Canberra ACT 2601					
<b>Seller</b>	Full name	Mark Andrew William Slavin				
	ACN/ABN					
	Address	GPO Box 2500, Canberra, ACT 2600				
<b>Seller Solicitor</b>	Firm	Jamonts Legal Advisory				
	Email	janukshi@jamontslegal.com.au				
	Phone	0450 153 007	Ref JJ:EL:20262438			
	DX/Address	Unit 5 /18 Bentham Street, Yarralumla ACT 2600				
<b>Stakeholder</b>	Name	Hive Property (ACT) Pty Ltd Trust Account				
<b>Seller Agent</b>	Firm	Hive Property				
	Email	hello@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Wiggins			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
<b>Restriction on Transfer</b>	<i>Mark as applicable</i>	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
<b>Land Rent</b>	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
<b>Occupancy</b>	<i>Mark one</i>	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
<b>Breach of covenant or unit articles</b>	Description <i>(Insert other breaches)</i>	As disclosed in the Required Documents				
<b>Goods</b>	Description	Fixed floor coverings, window treatments and light fittings as inspected				
<b>Date for Registration of Units Plan</b>	Not applicable					
<b>Date for Completion</b>	On or before 28 days from the Date of this Contract					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
<b>Residential Withholding Tax</b>	New residential premises?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Potential residential land?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes (insert details on p.3)	
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No			<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	

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

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

<b>Co-Ownership</b>	<i>Mark one (show shares)</i>	<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.

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

## Seller Disclosure Documents

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

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

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

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550	(GST inclusive)

### Tenancy Summary

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

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

Name		Phone	
Address			

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

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

## 2. Terms of payment

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

### 3. Title to the Lease

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

### 4. Restrictions on transfer

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

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

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

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### 17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

## 18. Notice to Complete and Default Notice

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

## 19. Termination — Buyer default

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

\* Alter as necessary

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

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

## 20. Termination – Seller default

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

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

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

## 21. Rescission

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

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

## 22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

## 23. Foreign Buyer

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

- 23.2 This clause is an essential term.

## 24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
  - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
  - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
  - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
 

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
  - 26.2.3 serve it on that party's solicitor in any of the above ways; or
  - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
  - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 34. Damage or destruction before Completion

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

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

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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

## 37. Unregistered Units Plan

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

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

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

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

## 38. Rescission of Contract

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

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

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

## 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

## 40. Community title

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

## 41. Definitions and interpretation

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

## 42. Buyer rights limited

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

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

## 43. Adjustment of contribution

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

## 44. Inspection of property

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

## 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

#### **46. Incomplete development of Community Title Scheme**

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

#### **47. Incomplete development of Lot**

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

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

#### **48. Required first or top sheet**

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

#### **49. Notice to Community Title Body Corporate**

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

#### **50. Section 56 Certificate**

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

## 53. Residential Withholding Tax

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

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

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

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

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

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

\* Alter as necessary

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

Unit 48 UP No. 14264  
Block 19 Section 29 Braddon  
702/16 Lonsdale Street, Braddon ACT  
2600

## **SPECIAL CONDITIONS**

### **54. DEFINITIONS**

In this contract:

- (a) **Bond** means an unconditional bond or bank guarantee issued by a reputable bond provider based in Australia on terms that are satisfactory to the Seller (in the Seller's absolute discretion);
- (b) **Contract** means this Contract including the General Conditions, these Special Conditions and any Schedule, Appendix or Annexure;
- (c) **FATA** means *Foreign Acquisitions and Takeovers Act 1975* (Cth)
- (d) **Foreign Person** means:
  - i. a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
  - ii. a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (e) **General Conditions** General Conditions means the ACT Law Society Contract for Sale CS09-2021 or as updated by the Law Society from time to time.
- (f) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding.
- (g) **Raise Issue** means any of (and any combination of) the following:
  - i. make any claim (for damages or otherwise);
  - ii. make any requisition;
  - iii. object;
  - iv. deduct, or seek to deduct, from any monies otherwise payable to the Seller;
  - v. retain, or seek to retain, any monies otherwise payable to the Seller;
  - vi. rescind this Contract;
  - vii. terminate this Contract;
  - viii. require works to be undertaken to the Building or Land;
  - ix. require any documents, certificates, approvals or similar; or
  - x. delay Completion.

### **55. GENERAL**

- (a) This Contract cannot be varied, except in in writing, which must be agreed to and executed by all parties.

- (b) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.
- (c) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.
- (d) The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory and any courts competent to hear appeals from those courts.
- (e) If a clause or part of a clause is unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- (f) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.
- (g) This Contract is properly executed if each party executes either this document or an identical document. In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.
- (h) To the extent that General Conditions are inconsistent with these special conditions, these special conditions override the General Conditions.

**56. GENERAL CONDITION AMENDMENTS**

To the extent as permitted by law the General Conditions are amended as follows:

- (a) clause 22.1.2 is amended by replacing the words "7 days" with the words "2 days";
- (b) clause 26.2 is deleted and replaced with the following:
  - i. 26.2 To serve a notice a party must:
    - 1. 26.2.1 leave it at; or
    - 2. 26.2.2 send it by a method of post requiring acknowledgement of receipt by the addressee; or
    - 3. 26.2.3 send it by facsimile or electronic mail; or

4. 26.2.4 by delivering to an appropriate place in the facilities of a document exchange system,

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 to that party's solicitor.

- (c) insert additional clause 26.4 as follows:

- i. 26.4 A notice is given:
  1. 26.4.1 if hand delivered, on the date of delivery;
  2. 26.4.2 if sent by facsimile transmission, on the date that the sender's facsimile machine records that the facsimile has been successfully transmitted in its entirety;
  3. 26.4.3 if sent by electronic mail, on the date the sender's electronic mail delivery system records that the electronic mail has been successfully transmitted in its entirety;
  4. 26.4.4 sent by prepaid ordinary mail within Australia, on the date being 2 Business Days after the date of posting; or
  5. 26.4.5 sent by prepaid express post International airmail between countries, on the date that is 7 Business Days after the date of posting.

## **57. CONDITION OF PROPERTY**

- (a) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property at the Date of this Contract including any legal and physical defects (latent or patent), infestations and dilapidation.
- (b) The Buyer acknowledges that the Seller has disclosed any Unapproved Structures on the Land and that, unless otherwise provided in this Contract. The Buyer must not Raise Issue or require the Seller to obtain the relevant approvals for the Unapproved Structures.
- (c) The Buyer acknowledges that the Seller makes no warranty as to the status of any contamination that may or may not be present on the Property including the soil, ground water or substrata. The Buyer relies on its own enquiries with regard to any contamination on the Property. The Buyer must not Raise Issue with regard to any contamination which may or may not be present on the Property.
- (d) The Buyer must not Raise Issue due to any matter in relation to the Seller or the Property which was disclosed to the Buyer, or was reasonably capable of being found or discovered by the Buyer had the Buyer undertaken the usual enquiries, investigations and searches about the Property as would reasonably be expected of a prudent Buyer, in a proper and diligent manner.

- (e) Notwithstanding any matter in clause 57(d) the Buyer may not Raise Issue in relation to any of the following matters:
- i. any encroachment by or on the Property;
  - ii. any dispute regarding any dividing fence;
  - iii. requirements of an authority in relation to the Property;
  - iv. non-compliance of the Property with any law;
  - v. the existence or non-existence of any services or utilities to or through the Property.

**58. KEYS**

The Seller will provide the Buyer with keys necessary to gain access to the dwelling on the Land, as well as any other keys in possession of the Seller on Completion. The Buyer must not Raise Issue regarding any keys provided, or not provided, by the Seller on Completion.

**59. ADJUSTMENTS**

- (a) If Completion does not occur on the Date for Completion due to the default of the Buyer, the Buyer acknowledges that Land Charges under General Condition 8.1 will be adjusted from the Date for Completion.
- (b) The Buyer acknowledges that notwithstanding clause 59(a), the Seller will remain entitled to the Income up to the date of Completion.

**60. SELLER AGENT**

- (a) The Buyer warrants that it was not introduced directly or indirectly to the Seller, or the Property, by any person other than the Seller Agent, or in circumstances that would give rise to any claim for commission or remuneration with respect to the sale of the Property by any other person.
- (b) The Buyer indemnifies the Seller against any Loss arising from a breach of the warranty in clause 60(a).

**61. ENTIRE AGREEMENT**

The Buyer agrees that this Contract sets out the entire understanding between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract or other agreement in relation to the subject matter of this Contract.

**62. RELIANCE AND REPRESENTATIONS**

The Buyer warrants to the Seller that it has entered into this Contract entirely on its own investigations and enquiries and does not rely on any representation by the Seller, Seller Solicitor or Seller Agent in relation to any matter in relation to the Property or this Contract.

**63. FIRB APPROVAL**

- (a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property

("FIRB Approval") and that the Treasurer cannot make an order under Part II of the FATA regarding the acquisition of the Property by the Buyer.

- (b) The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this clause 63.

**64. DIRECTOR GUARANTEE AND INDEMNITY**

If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), the Buyer acknowledges and confirms the following:

- (a) each director of the Buyer must and will provide a signed personal guarantee in the form of the Guarantee and Indemnity attached as Annexure A on the Date of this Contract ('Guarantee'); and
- (b) that each director of the Buyer has, on the Date of this Contract, properly executed the Guarantee attached to this Contract and agree to guarantee that corporation's performance of its obligations under this Contract.
- (c) The Buyer acknowledges and agrees that this Clause 64 is an essential term of this Contract.

**65. INSOLVENCY AND INCAPACITY**

- (a) If the Buyer is a corporation and:
  - i. petition is presented for the winding up of the Buyer and is not stayed, withdrawn or discharged within 21 days or a resolution is passed by the Buyer for its winding up;
  - ii. an administrator or controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) is appointed over the whole or any part of the assets or undertakings of the Buyer;
  - iii. a liquidator is appointed in respect of the undertakings of the Buyer;
  - iv. becomes insolvent (as defined in section 9 of the *Corporations Act 2001* (Cth));
  - v. the Buyer enters any arrangement with its creditors in relation to the affairs of the Buyer,

then the Buyer will be deemed to be in default of this Contract and the Seller may terminate this Contract and General Condition 19 will apply.

- (b) A notice of termination under this clause 65 will not take effect during any stay period, as the term is defined in Section 451(E)(2) of the *Corporations Act 2001* (Cth)
- (c) If the Buyer is an individual and:
  - i. dies; or
  - ii. becomes incapable to manage their affairs due to unsoundness of mind,

then either party may rescind this Contract and General Condition 21 will apply.

**66. ELECTRONIC SIGNATURE CONDITION**

- (a) The Buyer and the Seller consents to:
  - i. The electronic exchange of this Contract; and
  - ii. Notices being served or received under this Contract electronically, including by email.
- (b) Each party agrees to accept:
  - i. Electronic signatures;
  - ii. A wet-ink signature; or
  - iii. A copy of a wet signature.
- (c) The parties warrant that this is sufficient evidence of:
  - i. The parties' intention to enter into and be bound by the Contract;
  - ii. The parties' consent to conducting this Contract electronically; and
  - iii. The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

**67. DEPOSIT BOND**

- (a) If the Seller agrees to accept the Deposit by way of Bond, the Bond must be for the full Deposit amount and clause 52 does not apply.
- (b) Subject to this clause 67, the delivery of the Bond on the Date of this Contract to the Stakeholder or the Seller Solicitor will be deemed to be payment of the Deposit in accordance with the terms of this Contract.
- (c) The Buyer must pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque on Completion.
- (d) If:
  - i. the Seller serves a written notice on the Buyer claiming forfeiture of the Deposit to the Seller;
  - ii. the Bond expires, or is due to expire, prior to the Date for Completion, and is not replaced by another Bond or cash deposit no less than 30 days prior to the expiry date of the Bond; or
  - iii. in the Seller's reasonable opinion, the Bond provider is, or will be, unable to pay the amount stipulated in the Bond, when required by the Seller.
- (e) If the Seller serves on the Buyer a written notice claiming to forfeit the Deposit, then to the extent that the amount has not already

been paid by the bond provider who issued the Bond, the Buyer must immediately pay the Deposit or so much of the Deposit as has not been paid to the Stakeholder or the Seller Solicitor.

- (f) If the bond provider who issued the Bond goes into administration, liquidation or has a receiver appointed for any reason, the Buyer must within 24 hours either:
  - i. pay the Deposit due and payable under the terms of this Contract by way of electronic funds transfer or unendorsed bank cheque to the Stakeholder; or
  - ii. provide another Bond to the Seller.
  
- (g) The parties agree and acknowledge that this clause 67 is an essential condition of this Contract.

**ANNEXURE A: GUARANTEE AND INDEMNITY**

In this Guarantee & Indemnity:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Guarantee & Indemnity which are not defined have the corresponding meaning given to them in the Contract which this Guarantee & Indemnity forms an Annexure to.
- (c) In consideration of the Seller entering the Contract with the Buyer at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under the Contract and the performance of all other obligations imposed on the Buyer under the Contract.
- (d) Each Guarantor indemnifies the Seller against any Loss incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under the Contract.
- (e) Each Guarantor must pay on demand any money due to the Seller under the Guarantee & Indemnity.
- (f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under the Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under the Contract.
- (g) Each and every guarantee and indemnity provided under the terms of this Guarantee & Indemnity are continuing and binds each Guarantor despite:
  - i. the death, bankruptcy or liquidation of any Guarantor;
  - ii. the resignation of any Guarantor as a director of the Buyer;
  - iii. any waiver or extension of time granted from the Seller to the Buyer;
  - iv. the Contract being held invalid or incomplete for any reason;
  - v. Completion of the Contract; or
  - vi. improper execution by the Buyer to the Contract.
- (h) Each Guarantor warrants that:
  - i. their obligations under this Guarantee & Indemnity are valid and binding;
  - ii. they are entering this Guarantee & Indemnity as an adult above the age of 18;
  - iii. are not acting in any capacity as a trustee; and
  - iv. have been given an opportunity to seek independent legal and financial advice before entering this Guarantee & Indemnity.

**Executed** by in the presence of:

.....  
Signature

.....  
Signature of Witness

.....  
Name of Guarantor  
(Please print)

.....  
Name of Witness  
(Please print)

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

**LAND**

Braddon Section 29 Block 19 on Deposited Plan 302 with 54 units on Unit Plan 14264

Unit 48 (Class A) entitlement 31 of 1000, 3 subsidiaries

Lease commenced on 21/05/2021, terminating on 04/06/2097

**Proprietor**

MARK ANDREW WILLIAM SLAVIN

56 PRITCHETT STREET, YASS NSW 3582

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

**Easements**

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
30/07/2021	3090049	Mortgage to Australia and New Zealand Banking Group Limited (ACN: 005 357 522)

***End of interests***

**ADMINISTRATIVE INTERESTS**

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201731532	Development Application	30/05/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	01/12/2017

**Description**

PROPOSAL FOR 7 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT ; demolition of the existing structures, removal of trees, construction of mixed use development comprising commercial tenancies, 50 dwellings, basement car parking, signage, off site works, landscaping, and associated works. LEASE VARIATION - to vary the Crown lease by replacing the existing uses with craft workshop, drink establishment, indoor entertainment



<b>Product</b>	Title Details
<b>Date/Time</b>	09/04/2026 09:35AM
<b>Customer Reference</b>	20262438
<b>Order ID</b>	20260409000275
<b>Cost</b>	\$35.00

facility, indoor recreation facility, non retail commercial use, produce market, residential use, restaurant, shop , and store.

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

<b>Reference Number</b>	<b>Type</b>	<b>Lodgement Date</b>	<b>Assessment Track</b>	<b>Status</b>	<b>Status Date</b>
201120304	Development Application	24/06/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/03/2012

**Description**

LEASE VARIATION. Please see the application form for full details of the lease variation.

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

**LAND**

Braddon Section 29 Block 19 on Deposited Plan 302 with 54 units on Unit Plan 14264

Lease commenced on 21/05/2021, terminating on 04/06/2097

**COMMON PROPERTY**

**Proprietor**

The Owners - Units Plan No 14,264

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

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

**Easements**

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
28/09/2022	3195617	Application to Note Special Resolution - Refer Instrument

***End of interests***

**ADMINISTRATIVE INTERESTS**

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201731532	Development Application	30/05/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	01/12/2017

**Description**

PROPOSAL FOR 7 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT & demolition of the existing structures, removal of trees, construction of mixed use development comprising commercial tenancies, 50 dwellings, basement car parking, signage, off site works, landscaping, and associated works. LEASE VARIATION - to vary the Crown lease by replacing the existing uses with craft workshop, drink establishment, indoor entertainment facility, indoor recreation facility, non retail commercial use, produce market, residential use, restaurant, shop, and



<b>Product</b>	Title Details
<b>Date/Time</b>	09/04/2026 10:09AM
<b>Customer Reference</b>	20262438
<b>Order ID</b>	20260409000373
<b>Cost</b>	\$35.00

store.

**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
201120304	Development Application	24/06/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/03/2012

**Description**

LEASE VARIATION. Please see the application form for full details of the lease variation.



SR\$3195617

20/09/2022 09:40:23 Call S

**PLUTION  
ORATION**

**3195617**


*Titles Act 1925*



SR
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<b>LODGING PARTY DETAILS</b>		<b>CRN: UP 14264</b>
<b>Name</b>	<b>Email Address</b>	<b>Contact Telephone Number</b>
LJ Hooker Strata ACT Pty Ltd	<a href="mailto:infoact@ljhookerstrata.com.au">infoact@ljhookerstrata.com.au</a>	1800 383 333

<b>TITLE AND LAND DETAILS</b>				<b>UNITS PLAN NUMBER</b>
<b>Volume &amp; Folio</b>	<b>District/Division</b>	<b>Section</b>	<b>Block</b>	
3006 : 492	BRADDON	29	19	14264

<b>DETAILS OF ARTICLE/S BEING AMENDED</b> (Insert article number/s)
Default Rules - Amend Rule 1.4 & Rule 1.5, Add Rules 1.13 & 1.18

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

<b>CERTIFICATION</b> *Delete the inapplicable	
<b>Applicant</b>	
*The Certifier has retained the evidence to support this Registry Instrument or Document. *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.	
Signed By:   Dorothy Dib Administration Manager, LJ Hooker Strata ACT Authorised Representative	Witness:   Pascal Deschanel General Manager LJ Hooker Strata ACT Pty Ltd
on behalf of the Registered Proprietor/Managing Agent	

<b>OFFICE USE ONLY</b>			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input checked="" type="checkbox"/>
Registered by	jm	Registration Date	28/09/2022

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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

- A *reduced quorum decision* is a decision of a general meeting of the owners corporation made while a quorum (a *reduced quorum*) smaller than a *standard quorum* was present.
- A *standard quorum* is those people entitled to vote (on the motion) in relation to not less than  $\frac{1}{2}$  the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, a *standard quorum* for the motion (see above) is not present a reduced quorum decision may be made if a *reduced quorum* (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a *reduced quorum* means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions—adjournment following quorum trouble*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a *standard quorum* for the motion (see above) nor a *reduced quorum* (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a *standard quorum* for the motion is not present, a reduced quorum decision may be made if there is a *reduced quorum* made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also *reduced quorum decisions* (UTA s 3.9 (6) (a), part 3.1, schedule 3).



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

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

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

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

The petition must—

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

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

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

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

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



**MINUTES OF**

**ANNUAL GENERAL  
MEETING**

**Units Plan No. 14264 – Branx  
16 Lonsdale Street, Braddon ACT.**

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**DATE** Thursday 18 August 2022

**TIME** 5:30 pm

**LOCATION** Via Zoom

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# MINUTES OF ANNUAL GENERAL MEETING

## Units Plan No. 14264

**DATE & TIME** Thursday 18 August 2022, at 5:30 PM

**LOCATION** Via Zoom



<b>In Attendance</b>	
<b>Name</b>	<b>Lot</b>
J Bojanic	Lot 6
D Conolan	Lot 8
Q Li	Lot 15
J Chow	Lot 19
S Gillies & A Brown	Lot 26
B McKendry	Lot 29
M Murphy	Lot 32
P Zhang & V Zalakos	Lot 33
M Sheehan & S Ramsey	Lot 38
C Tee	Lot 41
M Freeman & C Freeman	Lot 45
C Antonopoulos	Lot 53
R Hartas	LJ Hooker Strata
P Deschanel	LJ Hooker Strata

<b>Absentee Votes</b>	
<b>Name</b>	<b>Lot</b>
E Marshall	Lot 24
Y Sun	Lot 27

<b>Chairperson</b>	
<b>Name</b>	<b>Lot</b>
J Bojanic	Lot 6



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## QUORUM

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

The meeting proceeded under a reduced quorum at 6:00 PM.

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## 1. MINUTES OF THE PREVIOUS GENERAL MEETING

**Motion 1:** That the minutes of the previous General Meeting held 28 October 2021 are confirmed.

It was Noted that

**Secretarial Note:** *The minutes from the previous meeting to be amended to reflect that both A Brown and S Gillies were present for lot 26.*

CARRIED

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## 2. FINANCIAL REPORT

**Motion 2:** That the financial statements be accepted as presented for the period to 31 May 2022.

CARRIED

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## 3. INSURANCE

**Motion 3:** That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

CARRIED

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## 4. SINKING FUND

**Motion 4 (amended):** That the Corporation determine a levy equal to the proposed Sinking Fund Budget of \$21,000 **plus GST** for the period 21 May **2022** to 31 May **2023** and to be contributed in accordance with unit entitlements. Payment to be made over 3 periods paid on 1 September 2022, 1 November 2022, & 1 March 2023.

**Secretarial Note:** *It was noted that the dates noted on the agenda were incorrect. The motion was amended to reflect the correct dates of 21 May 2022 to May 31 2023.*

CARRIED

---

**5. ADMINISTRATIVE FUND**

**Motion 5 (amended):** That the Corporation determine a levy equal to the proposed Administrative Fund budget of \$227,961 **plus GST** for the period 21 May **2022** to 31 May **2023** and to be contributed in accordance with unit entitlements. Payment to be made over 4 periods paid on 2 May 2022, 1 September 2022, 1 November 2022, & 1 March 2023.

**Secretarial Note:** It was noted that the dates noted on the agenda were incorrect. The motion was amended to reflect the correct dates of 21 May 2022 to May 31 2023.

It is further noted that the first levy of 2 May 2022 had been issued on that date, in accordance with the budget amount from the previous financial year. The remaining three levies will be adjusted in accordance with the accepted budget for 2022 – 2023.

**CARRIED**

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**6. EXECUTIVE COMMITTEE**

**Motion 6:** That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

**CARRIED**

The following Owners were elected to form the Executive Committee until the next Annual General Meeting:

<b>Name</b>	<b>Lot No.</b>
J Bojanic	6
M Sheehan	38
P Zhang	33
B Mckendry	29
M Murphy	32
D Conolan	8
Q Li	15

---

**7. ELECTRONIC VOTING**

**Motion 7:**

Units Plan No. 14264 – Annual General Meeting Minutes – 18 August 2022



"That the Owners Corporation understand the below information regarding Electronic Voting and that meetings can now be held via these means".

CARRIED

---

**8. FIRE SAFETY REVIEW**

**Motion 8:** The Owners Corporation undertakes a Fire Safety Audit within this financial year.

CARRIED

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**9. ADEQUACY OF AUTHORISATIONS, DELEGATION & APPOINTMENTS**

**Motion 9:** That the Executive Committee review the current authorities, delegations and appointments and report back to owners no later than the next Annual General Meeting on their adequacy or otherwise.

CARRIED

---

**10. RULES FOR COMPLEX**

**Motion 10: (Special Resolution)** That the Owners Corporation adopt the existing default rules (from the UTMA legislation) with alternative rules added (all changes are detailed in red type, in the attachment to this agenda) as the Rules for Branx.

CARRIED

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**11. AUDITS**

**Motion 11:** Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, or the levies equate to more than \$250,000. As UP14264 does meet the criteria, the Owners Corporation is required to undertake an Audit.

CARRIED

**Secretarial Note:** An amendment was requested to Motion 11 that: The incoming Executive Committee is to write to the ACT Government advising that the threshold of \$250,000 is too low for requiring an audit. It was **not** agreed by those present to proceed with the requested amendment.



(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld:

- (a) safety considerations
- (b) structural considerations

Example—permission unreasonably withheld:

- (a) external appearance of a unit or the units plan

(4) A unit owner may temporarily erect a structure in or on the unit or common property with permission from the executive committee.

Examples:

- A cat net
- A shade cloth



### 1.5 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
- (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
- (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
- (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
- (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

(2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

(3) Unit owners with animals that continually fail to comply with 1.5.1 will receive penalties including cleaning fees, costs of rectifying damage to common areas of the building or cancellation of electronic building access subject to approval by the executive committee.

(4) The Domestic Animals Act 2000 covers animal nuisance. Tenants are encouraged to contact the ACT Government directly with relation to animal welfare:  
<https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/animal-nuisance>

### **1.6 Assistance animals**

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

### **1.7 Use of common property**

(1) A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

### **1.8 Hazardous use of unit**

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

### **1.9 Use of unit—nuisance or annoyance**

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

### **1.10 Noise**

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

### **1.11 Illegal use of unit**

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



### 1.12 What may an executive committee representative do?

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

### 1.13 Payment of levies by unit owners

- (1) A unit owner must pay all levies payable for the unit.
- (2) The strata manager is entitled to undertake debt collection for outstanding levies from unit owners and charge interest and debt recovery costs to the unit owner.

### 1.14 Car parking

- (1) A unit owner must not park a vehicle on common property. For example:
  - (a) the driveway.
  - (b) outside the waste and service rooms.
  - (c) where there is a No Parking sign.
  - (d) the thoroughfare on each parking floor.
  - (e) any other common property.
- (2) The executive committee may approve the strata manager to rectify a breach of subsection (1), by:
  - (a) issuing a breach notice
  - (b) taking action to remove a vehicle parked in breach of subsection (1) at the vehicle



owner's expense

(c) escalate the matter to the ACT Civil and Administrative Tribunal (ACAT) to enforce a breach, issue a penalty or for cost recovery.

(i) For example, the owners corporation may seek cost recovery where an incorrectly parked vehicle has blocked waste services and subsequently the owners corporation was charged a fee to clean up or pick up excess waste.

(3) Allocated car parking spaces are private property of the unit owner allocated to that space.

(a) Private property: A unit owner has exclusive use of their allocated car parking space and each car parking space is considered private property.

(b) Illegal parking: A unit owner must not park in another unit owner's car space.

(c) Rectification: The owner of the car space is permitted to take any action to remove an illegally parked vehicle or other property from their allocated space.

(d) Repeat: vehicle owners that are reported to the Strata Manager will be addressed via penalty to the unit owner.

(4) A unit owner may install a BParking Automatic Remote Control bollard to their allocated car parking space without requiring approval according to the specifications:

(a) Product Code: BParking-Remote

(b) Width: 450mm

(c) Height: 400mm

(d) Clearance: 75mm when folded down

(e) Base plate: 200mmx200mm. 4 mounting holes, 12mm diameter

(f) Remote range: 20 – 50 metres

(g) Weight: 8kg

(h) Finish: Powder-coated safety yellow.

(5) A unit holder must seek approval from the executive committee to install any other bollard.

(6) A common property car parking space is located on Level G next to the basement entrance.

(a) Reasonable use: This car parking space is to be used by visitors of unit occupiers (such as guests, contractors, visitors) for short term parking not more than one day (24 hours)).

(b) Parking in the common parking car parking space mentioned in subsection (6) for longer than one day (24 hours) will be a breach of subrule (1) and rectified by subrule (2).

(7) A parking space must not be used for storage of household items that cause the vehicle to protrude from the parking space beyond the painted white lines.



### 1.15 Unit Noise

- (1) Substantial noise from within a unit would include sustained vibration, building/construction noises and other airborne noises sustained for more than 15 minutes at a time.
- (2) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier or another lot. This could include the placement of rugs/soft floor coverings to absorb sound vibration and transmission to floors below.
- (3) This may include building repairs, rectification works, that are requested to ensure notification is provided to affected unit holders within a reasonable period of time.
- (4) Repeat: If there is substantial evidence that tenants have sought remediation from ACT Government and they have not received a response or resolution, this may be escalated to the executive committee for address via 1.12.1.

### 1.16 Odours

- (1) A unit owner must not make, or permit to be made, such an odour within the unit or common areas as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This includes leaving the front door ajar for cooking smells to escape into the common hallway, smoke that transfers to possessions of other units.
- (2) Unit owners may be liable for replacement/repairs to remediate damage caused by odour.
- (3) Matters should be referred to the strata manager in the first instance. If the unit owner has not received a response or resolution, this may be escalated to the executive committee for address via 1.12.1.

### 1.17 Executive Committee Decisions

The executive committee may make decisions to manage the finances of the corporation, for example raise a continuous levy, enter a loan (this loan application would also require the Owners Corporation to vote at a General Meeting), modify the budget or refund excess levies.

### 1.18 Storage

Units are allocated a storage locker and owners are responsible for providing their own padlock to secure the locker.

Items stored inside the locker should not exceed the height of the door and no items should be stored on top of the storage locker - as these actions may impede the fire sprinkler system.



## Units Plan 14264 – BRANX 16 Lonsdale Street, BRADDON ACT 2612

### Rules

#### 1.1 Definitions—default rules

- (1) In these rules:

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

- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

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

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

#### 1.3 Repairs and maintenance

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

#### 1.4 Erections and alterations

- (1) A unit owner may permanently erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the owners corporation by special resolution; and
- (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

Example:

- a permanent alteration to the façade of the building
- a modification to the approved unit plan
- removal or construction of internal walls
- changes to a unit's plot ratio
- alterations that require a development approval



- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

**Examples—permission not unreasonably withheld**

- safety considerations
- structural considerations

**Example—permission unreasonably withheld**

- external appearance of a unit or the units plan

- (4) A unit owner may temporarily erect a structure in or on the unit or common property with permission from the executive committee.

**Examples:**

- a cat net
- a shade cloth

**1.5 Pets in units**

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
  - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
  - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
  - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.
- (3) Unit owners with animals that continually fail to comply with 1.5.1 will receive penalties including cleaning fees, costs of rectifying damage to common areas of the building or cancellation of electronic building access subject to approval by the executive committee.
- (4) The Domestic Animals Act 2000 covers animal nuisance. Tenants are encouraged to contact the ACT Government directly with relation to animal welfare: [https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/animal-nuisance](https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/animal-<u>nuisance</u>)



**1.6 Assistance animals**

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

**1.7 Use of common property**

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

**1.8 Hazardous use of unit**

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

**1.9 Use of unit—nuisance or annoyance**

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

**1.10 Noise**

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

**1.11 Illegal use of unit**

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

**1.12 What may an executive committee representative do?**

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:



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

***executive committee representative*** means a person authorised, in writing, by the executive committee.

### **1.13 Payment of levies by unit owners**

- (1) A unit owner must pay all levies payable for the unit.
- (2) The strata manager is entitled to undertake debt collection for outstanding levies from unit owners and charge interest and debt recovery costs to the unit owner.

### **1.14 Car parking**

- (1) A unit owner must not park a vehicle on common property. For example:
  - (a) the driveway
  - (b) outside the waste and service rooms
  - (c) where there is a “No Parking” sign
  - (d) the thoroughfare on each parking floor
  - (e) any other common property
- (2) The executive committee may approve the strata manager to rectify a breach of subsection (1), by:



- (a) issuing a breach notice
  - (b) taking action to remove a vehicle parked in breach of subsection (1) at the vehicle owner's expense
  - (c) escalate the matter to the ACT Civil and Administrative Tribunal (ACAT) to enforce a breach, issue a penalty or for cost recovery
    - (i) For example, the owners corporation may seek cost recovery where an incorrectly parked vehicle has blocked waste services and subsequently the owners corporation was charged a fee to clean up or pick up excess waste
- (3) Allocated car parking spaces are private property of the unit owner allocated to that space.
- (a) Private property: A unit owner has exclusive use of their allocated car parking space and each car parking space is considered private property.
  - (b) Illegal parking: A unit owner must not park in another unit owner's car space.
  - (c) Rectification: The owner of the car space is permitted to take any action to remove an illegally parked vehicle or other property from their allocated space.
  - (d) Repeat: vehicle owners that are reported to the Strata Manager will be addressed via penalty to the unit owner.
- (4) A unit owner may install a BParking Automatic Remote Control bollard to their allocated car parking space without requiring approval according to the specifications:
- (a) Product Code: BParking-Remote
  - (b) Width: 450mm
  - (c) Height: 400mm
  - (d) Clearance: 75mm when folded down
  - (e) Base plate: 200mm x 200mm. 4 mounting holes, 12mm diameter
  - (f) Remote range: 20 - 50 metres
  - (g) Weight: 8kg
  - (h) Finish: Powder-coated safety yellow
- (5) A unit holder must seek approval from the executive committee to install any other bollard.



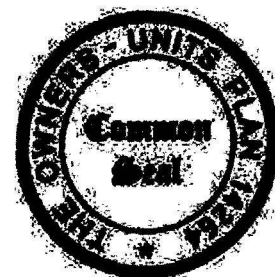
- (6) A common property car parking space is located on Level G next to the basement entrance.
  - (a) Reasonable use: This car parking space is to be used by visitors of unit occupiers (such as guests, contractors, visitors) for short term parking not more than one day (24 hours)).
  - (b) Parking in the common parking car parking space mentioned in subsection (6) for longer than one day (24 Hours) will be a breach of subrule (1) and rectified by subrule (2).
- (7) A parking space must not be used for storage of household items that cause the vehicle to protrude from the parking space beyond the painted white lines.

#### **1.15 Unit Noise**

- (1) Substantial noise from within a unit would include sustained vibration, building/construction noises and other airborne noises sustained for more than 15 minutes at a time.
- (2) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier or another lot. This could include the placement of rugs/soft floor coverings to absorb sound vibration and transmission to floors below.
- (3) This may include building repairs;  
  
rectification works, that are requested to ensure notification is provided to affected unit holders within a reasonable period of time.
- (4) Repeat: If there is substantial evidence that tenants have sought remediation from ACT Government and they have not received a response or resolution, this may be escalated to the executive committee for address via 1.12.1.

#### **1.16 Odours**

- (1) A unit owner must not make, or permit to be made, such an odour within the unit or common areas as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit. This includes leaving the front door ajar for cooking smells to escape into the common hallway, smoke that transfers to possessions of other units.



- (2) Unit owners may be liable for replacement/repairs to remediate damage caused by odour.
- (3) Matters should be referred to the strata manager in the first instance if the unit owner has not received a response or resolution, this may be escalated to the executive committee for address via 1.12.1.

### 1.17 Executive Committee Decisions

The executive committee may make decisions to manage the finances of the corporation, for example raise a continuous levy, enter a loan (this loan application would also require the Owners Corporation to vote at a General Meeting), modify the budget or refund excess levies.

### 1.18 Storage

Units are allocated a storage locker and owners are responsible for providing their own padlock to secure the locker.

Items stored inside the locker should not exceed the height of the door and no items should be stored on top of the storage locker – as these actions may impede the fire sprinkler system.

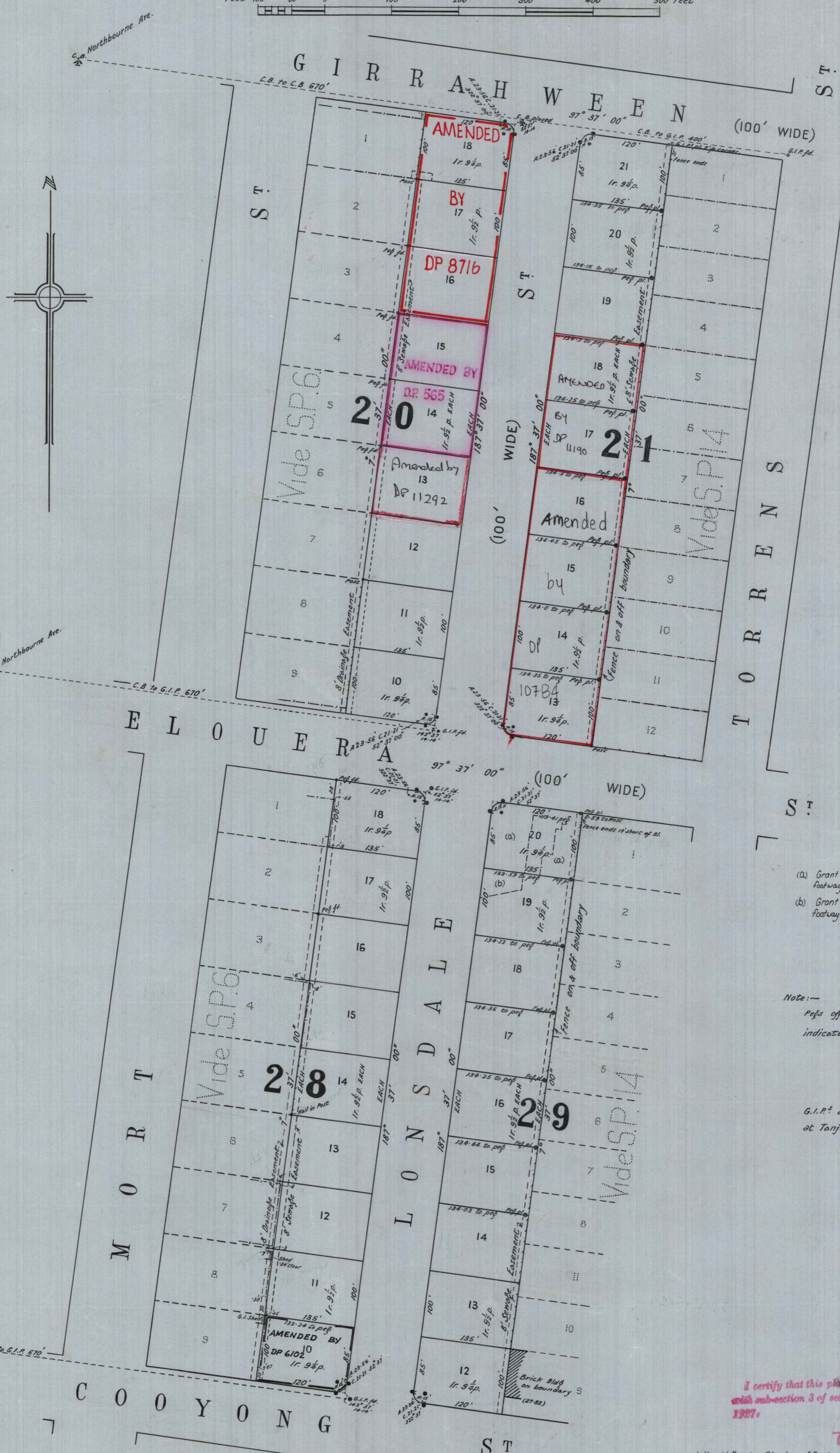
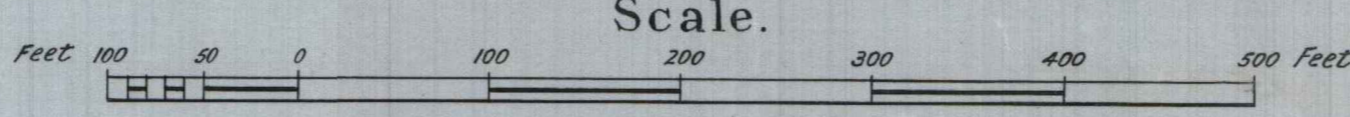
Strata Manager:  
LJ Hooker Strata ACT  
Level 1, 182-200 City Walk, Canberra City ACT 2600  
Phone: 1800 383 333  
Email: [infoact@ljhookerstrata.com.au](mailto:infoact@ljhookerstrata.com.au)



**DEPOSITED PLAN No. S.P. 302**

**PLAN OF**  
**Amendment of Sections 20, 21, 28 & 29.**  
**DIVISION OF BRADDON**  
**CANBERRA CITY DISTRICT**  
**AUSTRALIAN CAPITAL TERRITORY**

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon Approved *J. R. Burton* Registrar of Titles



**AMENDED**  
 SEE D.P. No. 565.  
**AMENDED**  
 BY D.P. No. 6102  
 ON 10-1-1984  
**AMENDED**  
 BY D.P. No. 8716  
 ON 18-1-1985  
**AMENDED**  
 BY D.P. No. 10784  
 ON 1st April 2011  
**AMENDED**  
 BY D.P. No. 11190  
 ON 14th March 2014

- (a) Grant of Easement of Carriageway and Easement of Footway appurtenant to Block 19 by Transfer No 44758
- (b) Grant of Easement of Carriageway and Easement of Footway appurtenant to Block 20 by Transfer No 44754

Note:—  
 Pegs off Eastern Boundary of Subdivision of Sec 21 & 29 indicate fence line only.

G.I.P.s are 2'0 from Building Line at Tangents & Centre of Curves.

**AMENDED**  
 BY D.P. No. 11292  
 ON 27th March 2015



I certify that this plan is the plan prepared in accordance with sub-section 3 of section nine of the Districts Ordinance 1987.

*J. Boyle*  
 Commonwealth Surveyor General

I, Harold Preston-Stanley of Canberra in the Territory for the Seat of Government of the Commonwealth of Australia, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made by me and completed on the 20th day of June, 1950 and the reference marks have been placed as shown hereon.  
 And I make this solemn declaration by virtue of the Statutory Declarations Act, 1912 conscientiously believing the statements contained herein to be true in every particular.

*Harold Preston-Stanley*  
 Licensed Surveyor

Declared at Canberra the 21st day of July, 1950, before me

*J. Donohue*  
 Commissioner for Declarations under the Statutory Declarations Act, 1911-1922

Drawn by: A.H.S. Date: 14th July 1950  
 Examined by: H.P.S. Date: 21st July 1950  
 Date of Survey: 20th June, 1950  
 Strom Meridian  
 Field Book: S 2238







**SUE**

Form 078

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

District/Division	Section	Block	Unit Plan No
BRADDON	29	19	14284

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	21	5	3 0 0 6	493
2	16	3	3 0 0 6	494
3	20	6	3 0 0 6	495
4	21	4	3 0 0 6	496
5	20	4	3 0 0 6	497
6	20	4	3 0 0 6	498
7	16	3	3 0 0 6	499
8	16	3	3 0 0 6	500
9	14	3	3 0 0 6	501
10	14	3	3 0 0 6	502
11	14	3	3 0 0 6	503
12	16	3	3 0 0 6	504
13	16	3	3 0 0 6	505
14	20	5	3 0 0 6	506
15	20	5	3 0 0 6	507
16	16	3	3 0 0 6	508
17	16	3	3 0 0 6	509
18	14	3	3 0 0 6	510
19	14	3	3 0 0 6	511
20	14	3	3 0 0 6	512
21	16	3	3 0 0 6	513
22	16	3	3 0 0 6	514
23	20	5	3 0 0 6	515
24	20	5	3 0 0 6	516
25	16	3	3 0 0 6	517
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:	
SOLE DIRECTOR NIKOLA BOLUM  Signature of Lessee			Volume	Folio
			3 0 0 6	492
Column 1 above is the schedule of unit entitlement approved for the subdivision.  Dated Twelfth this day of May 20 21  <b>Sharon Harmer</b> Delegate of the Authority/Executive			 <b>David Pryce</b> Registrar-General  Deputy Registrar-General	

**SUE**





Form 078

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

District/Division	Section	Block
<b>BRADDON</b>	<b>29</b>	<b>19</b>

Unit Plan No
14264

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	21	5	3006	518
27	14	3	3006	519
28	14	3	3006	520
29	21	5	3006	521
30	16	3	3006	522
31	20	5	3006	523
32	20	5	3006	524
33	16	3	3006	525
34	16	3	3006	526
35	14	3	3006	527
36	14	3	3006	528
37	14	3	3006	529
38	16	3	3006	530
39	16	3	3006	531
40	20	5	3006	532
41	20	5	3006	533
42	16	3	3006	534
43	17	3	3006	535
44	21	4	3006	536
45	21	4	3006	537
46	17	3	3006	538
47	31	3	3006	539
48	31	3	3006	540
49	31	4	3006	541
50	37	4	3006	542
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:	
SOLE DIRECTOR NIKOLA BOLOM			Volume	Folio
 Signature of Lessee			3006	492
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Pryce Registrar-General	
Dated Twelfth this day of May 2021			 Deputy Registrar-General	
 Sharon Harmer Delegate of the Authority/Executive				



FLOOR PLAN

Block  
19

Section  
29

Division  
BRADDON

FLOOR NUMBER  
LEGEND & NOTES

LEGEND

- BLA DENOTES BUILDING LINE ABOVE
- CP DENOTES COMMON PROPERTY
- Cs DENOTES CAR SPACE
- Cy DENOTES COURTYARD
- EI DENOTES ELECTRICAL ROOM
- F DENOTES CARSPACE BOUNDARY IS FACE OF PIER
- La DENOTES LANDING AT STREET LEVEL-COMMON PROPERTY
- Lb DENOTES LETTERBOX
- M DENOTES ELECTRICAL METER
- Msb DENOTES MAIN SWITCH BOARD
- N/A DENOTES PART OF BALCONY/TERRACE NOT ACCESSIBLE/ARCHITECTURAL FEATURE
- P DENOTES PORCH
- Pm DENOTES PRESSED METAL SHEETING-BALCONY WALLS
- Te DENOTES TERRACE
- █ DENOTES CONCRETE COLUMN 0.8x0.3
- St DENOTES STAIRS
- FBV DENOTES FIRE BOOSTER VALVE

NOTES

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

UNIT BOUNDARIES & AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINE OF EXTERNAL WALLS & INTERNAL COMMON WALLS, UNLESS STATED OTHERWISE

BALCONY BOUNDARIES & AREAS HAVE BEEN DETERMINED BY THE OUTER FACE OF EXTERNAL UNIT WALLS, GLASS BALUSTRADES & THE CENTRELINE OF MASONARY WALLS, UNLESS STATED OTHERWISE

TERRACE BOUNDARIES & AREAS ON SHEET 11(2nd FLOOR) HAVE BEEN DETERMINED BY THE OUTER FACE OF EXTERNAL WALLS, SMOKEY GLASS PANELS, GLASS & GLASS BALUSTRADES & INNER FACE OF CONCRETE GARDEN WALL, UNLESS STATED OTHERWISE

COURTYARD BOUNDARIES & AREAS ON SHEET 16(7th FLOOR) HAVE BEEN DETERMINED BY THE OUTER FACE OF EXTERNAL WALLS, UNLESS STATED OTHERWISE

CARSPACES ON SHEETS 7, 8 & 9 HAVE BEEN DETERMINED BY PAINTED LINES ON CONCRETE FLOOR CARSPACES ARE 5.4 LONG BY 2.4 WIDE WITH AN AREA OF 12m<sup>2</sup> UNLESS STATED OTHERWISE

STORAGE ROOMS ON SHEETS 7, 8 & 10 ARE CONSTRUCTED OF METAL SHEETING, THEIR SIZE & AREA, DETERMINED BY THEIR WALLS, ARE AS SHOWN

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

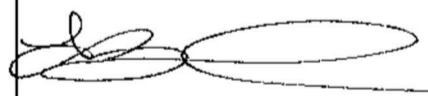
AREAS ARE FOR THE PURPOSES OF UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE

UNITS 1-48 ARE RESIDENTIAL, 2ND FLOOR-7TH FLOOR

UNITS 49-54 ARE COMMERCIAL, GROUND FLOOR-1ST FLOOR

SERVICES, FOYER'S, LIFT & STAIRS ARE COMMON PROPERTY

Sole  
Director  
Nikola Bulum  
19/29 BT/PT4 LTD  
ACN 167268751



Signature of Lessee

  
.....Sharon Harmer.....  
Delegate of the  
ACT Planning and Land Authority

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

FLOOR PLAN

Block  
19

Section  
29

Division  
BRADDON

FLOOR NUMBER  
UNIT IDENTIFIER

RESIDENTIAL

UNIT IDENTIFIER					SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	DOOR No	SHEET No	FLOOR	ADDRESS	BALCONY		CARSPACE		STORE		GARAGE		
					SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
1	201	11	SECOND	16 LONSDALE STREET	1Te	11	2,3	7	4,5	7			5
2	203	11	SECOND	16 LONSDALE STREET	1Te	11	2	9	3	9			3
3	205	11	SECOND	16 LONSDALE STREET	1Te,2	11	3,4	7	5,6	7			6
4	207	11	SECOND	16 LONSDALE STREET	1Te	11	2,3	7	4	7			4
5	206	11	SECOND	16 LONSDALE STREET	1Te	11	2,3	7	4	7			4
6	204	11	SECOND	16 LONSDALE STREET	1Te	11	2,3	7	4	7			4
7	202	11	SECOND	16 LONSDALE STREET	1Te	11	2	9	3	10			3
8	301	12	THIRD	16 LONSDALE STREET	1	12	2	9	3	10			3
9	303	12	THIRD	16 LONSDALE STREET	1	12	2	9	3	10			3
10	305	12	THIRD	16 LONSDALE STREET	1	12	2	9	3	10			3
11	307	12	THIRD	16 LONSDALE STREET	1	12	2	8	3	10			3
12	309	12	THIRD	16 LONSDALE STREET	1	12	2	7	3	7			3
13	308	12	THIRD	16 LONSDALE STREET	1	12	2	8	3	10			3
14	306	12	THIRD	16 LONSDALE STREET	1,2	12	3,4	7	5	7			5
15	304	12	THIRD	16 LONSDALE STREET	1,2	12	3,4	8	5	10			5
16	302	12	THIRD	16 LONSDALE STREET	1	12	2	8	3	8			3
17	401	13	FOURTH	16 LONSDALE STREET	1	13	2	8	3	8			3
18	403	13	FOURTH	16 LONSDALE STREET	1	13	2	8	3	10			3
19	405	13	FOURTH	16 LONSDALE STREET	1	13	2	8	3	10			3
20	407	13	FOURTH	16 LONSDALE STREET	1	13	2	8	3	10			3
21	409	13	FOURTH	16 LONSDALE STREET	1	13	2	8	3	8			3
22	408	13	FOURTH	16 LONSDALE STREET	1	13	2	8	3	10			3
23	406	13	FOURTH	16 LONSDALE STREET	1,2	13	3,4	8	5	10			5
24	404	13	FOURTH	16 LONSDALE STREET	1,2	13	3,4	7	5	7			5
25	402	13	FOURTH	16 LONSDALE STREET	1	13	2	8	3	8			3
26	501	14	FIFTH	16 LONSDALE STREET	1,2	14	3,4	7	5	7			5
27	503	14	FIFTH	16 LONSDALE STREET	1	14	2	8	3	8			3
28	505	14	FIFTH	16 LONSDALE STREET	1	14	2	8	3	8			3
29	507	14	FIFTH	16 LONSDALE STREET	1,2	14	3,4	7	5	7			5
30	508	14	FIFTH	16 LONSDALE STREET	1	14	2	8	3	8			3
SUB TOTAL					37	41	32						110

RESIDENTIAL

UNIT IDENTIFIER					SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	DOOR No	SHEET No	FLOOR	ADDRESS	BALCONY		CARSPACE		STORE		GARAGE		
					SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
31	506	14	FIFTH	16 LONSDALE STREET	1,2	14	3,4	8	5	8			5
32	504	14	FIFTH	16 LONSDALE STREET	1,2	14	3,4	7	5	10			5
33	502	14	FIFTH	16 LONSDALE STREET	1	14	2	8	3	8			3
34	601	15	SIXTH	16 LONSDALE STREET	1	15	2	8	3	8			3
35	603	15	SIXTH	16 LONSDALE STREET	1	15	2	8	3	8			3
36	605	15	SIXTH	16 LONSDALE STREET	1	15	2	8	3	10			3
37	607	15	SIXTH	16 LONSDALE STREET	1	15	2	8	3	10			3
38	609	15	SIXTH	16 LONSDALE STREET	1	15	2	7	3	7			3
39	608	15	SIXTH	16 LONSDALE STREET	1	15	2	7	3	7			3
40	606	15	SIXTH	16 LONSDALE STREET	1,2	15	3,4	8	5	8			5
41	604	15	SIXTH	16 LONSDALE STREET	1,2	15	3,4	8	5	8			5
42	602	15	SIXTH	16 LONSDALE STREET	1	15	2	7	3	7			3
43	701	16	SEVENTH	16 LONSDALE STREET	1cy	16	2	7	3	7			3
44	703	16	SEVENTH	16 LONSDALE STREET	1	16	2,3	7	4	7			4
45	705	16	SEVENTH	16 LONSDALE STREET	1	16	2,3	7	4	7			4
46	706	16	SEVENTH	16 LONSDALE STREET	1cy	16	2	7	3	7			3
47	704	16	SEVENTH	16 LONSDALE STREET	1cy,2	16					3	8	3
48	702	16	SEVENTH	16 LONSDALE STREET	1cy,2	16					3	7	3
SUB TOTAL					24	22	16				2		64
TOTAL					61	63	48				2		174

COMMERCIAL

UNIT IDENTIFIER					SUBSIDIARIES								SUBSIDIARY TOTAL
UNIT No	DOOR No	SHEET No	FLOOR	ADDRESS	COURTYARD		CARSPACE		STAIRS		GARAGE		
					SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
49	601	9	GROUND	16 LONSDALE STREET	1	9	2,3	9	4	9			4
50	101	10	FIRST	16 LONSDALE STREET			1,2,3	9	4	10			4
51	102	10	FIRST	16 LONSDALE STREET			1,2	9	3	10			3
52	103	10	FIRST	16 LONSDALE STREET			1,2	9	3	10			3
53	104	10	FIRST	16 LONSDALE STREET	3	10	1,2	9					3
54	105	10	FIRST	16 LONSDALE STREET	3	10	1,2	9					3
TOTAL					3	13	4						20

NOTES:  
cy DENOTES COURTYARD  
Te DENOTES TERRACE

Sole Director:  
Nikola Bulum  
19/29 BT PTY LTD  
ACN 167 268 751

*[Signature]*  
Signature of Lessee

*[Signature]*  
Sharon Harmer  
Delegate of the  
ACT Planning and Land Authority

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

**FLOOR PLAN**

Block  
19

Section  
29

Division  
BRADDON

FLOOR NUMBER  
LOWER BASEMENT

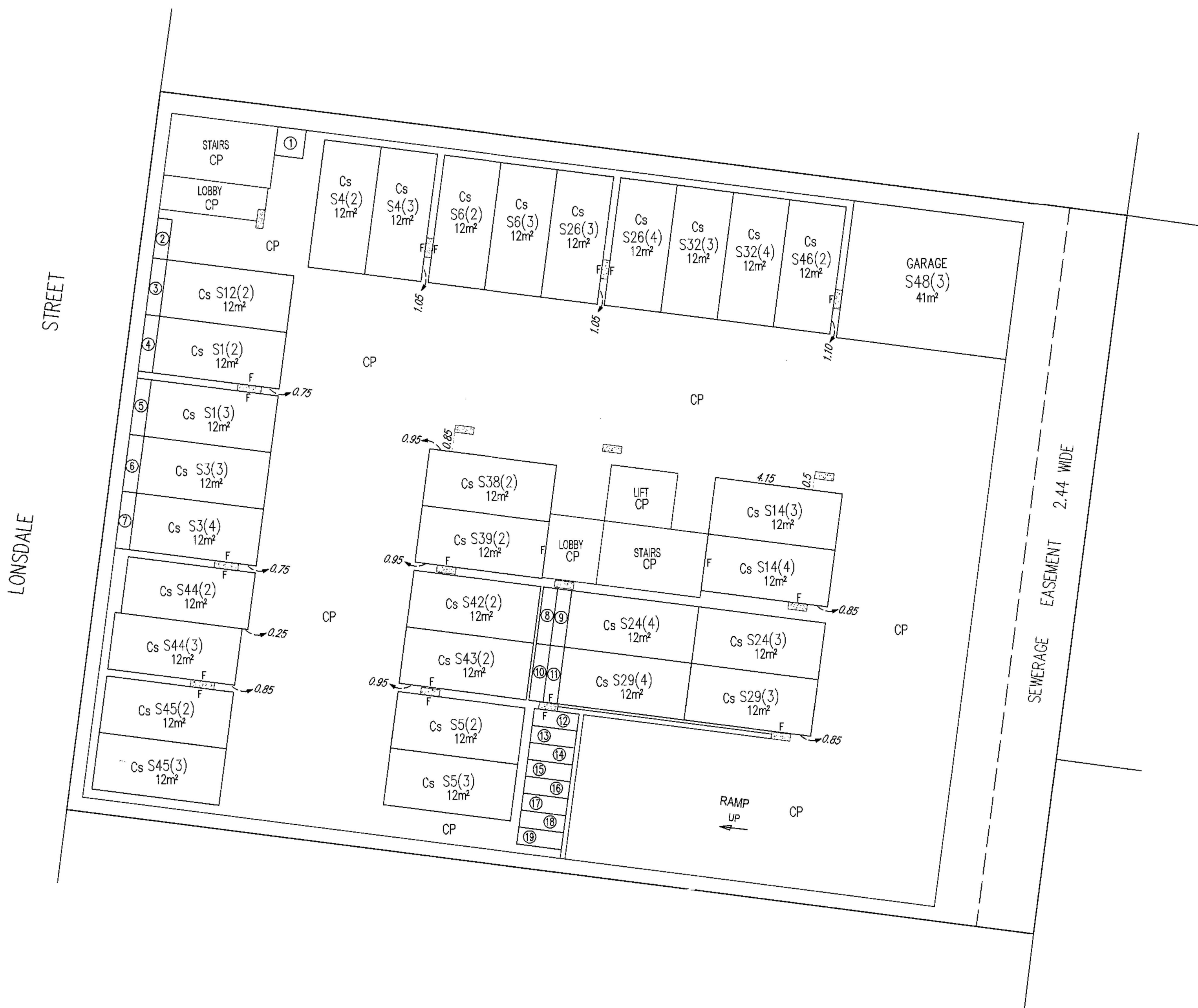
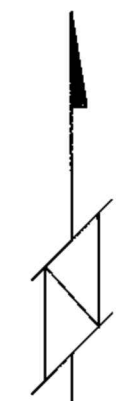
Sole  
Director:  
 Nikola Bilum  
 19/29 BT PTY LTD  
 ACN 167 268 751

Signature of Lessee

*Sharon Harmer*  
**Sharon Harmer**  
 Delegate of the  
 ACT Planning and Land Authority

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

**UNITS PLAN No.**  
 14264



STORAGE SUBSIDIARIES			
No	DOOR No	SUBSIDIARY	AREA
1	207	S4(4)	1m <sup>2</sup>
2	706	S46(3)	1m <sup>2</sup>
3	309	S12(3)	1m <sup>2</sup>
4	201	S1(4)	1m <sup>2</sup>
5	201	S1(5)	1m <sup>2</sup>
6	205	S3(5)	1m <sup>2</sup>
7	205	S3(6)	1m <sup>2</sup>
8	602	S42(3)	1m <sup>2</sup>
9	404	S24(5)	1m <sup>2</sup>
10	701	S43(3)	1m <sup>2</sup>
11	507	S29(5)	1m <sup>2</sup>
12	206	S5(4)	1m <sup>2</sup>
13	501	S26(5)	1m <sup>2</sup>
14	306	S14(5)	1m <sup>2</sup>
15	608	S39(3)	1m <sup>2</sup>
16	609	S38(3)	1m <sup>2</sup>
17	703	S44(4)	1m <sup>2</sup>
18	705	S45(4)	1m <sup>2</sup>
19	204	S6(4)	1m <sup>2</sup>

**LAND TITLES**

ACCESS CANBERRA  
Chief Minister, Treasury and  
Economic Development Directorate

Sheet No. 8 of 32

**FLOOR PLAN**

Block

19

Section

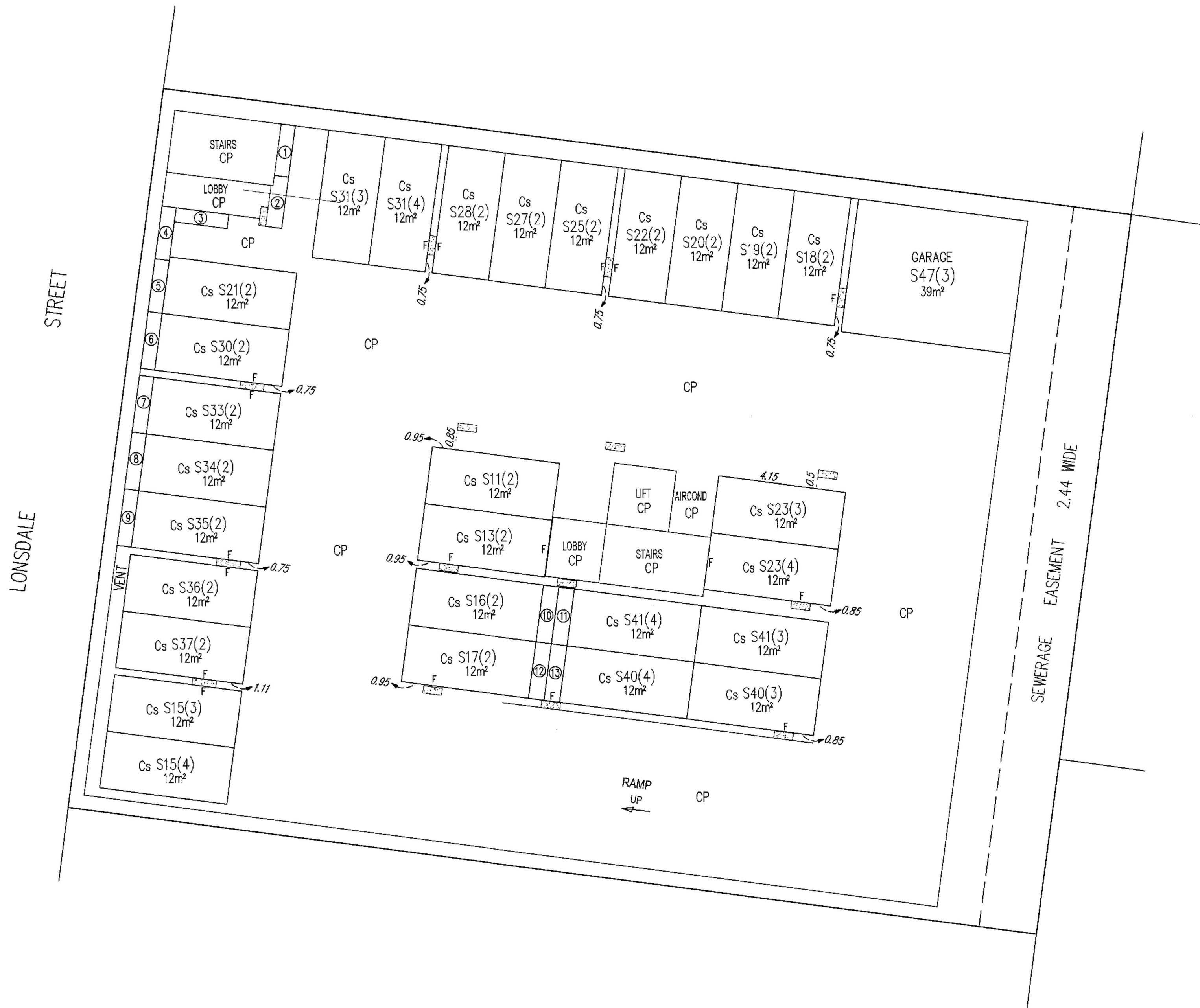
29

Division

BRADDON

FLOOR NUMBER

UPPER BASEMENT



STORAGE SUBSIDIARIES			
No	DOOR No	SUBSIDIARY	AREA
1	506	S31(5)	1m <sup>2</sup>
2	505	S28(3)	1m <sup>2</sup>
3	503	S27(3)	1m <sup>2</sup>
4	402	S25(3)	1m <sup>2</sup>
5	409	S21(3)	1m <sup>2</sup>
6	508	S30(3)	1m <sup>2</sup>
7	502	S33(3)	1m <sup>2</sup>
8	601	S34(3)	1m <sup>2</sup>
9	603	S35(3)	1m <sup>2</sup>
10	302	S16(3)	1m <sup>2</sup>
11	604	S41(5)	1m <sup>2</sup>
12	401	S17(3)	1m <sup>2</sup>
13	606	S40(5)	1m <sup>2</sup>

Sole Director:  
Nikola Blum  
19/29 BT PTY LTD  
ACN 167268751

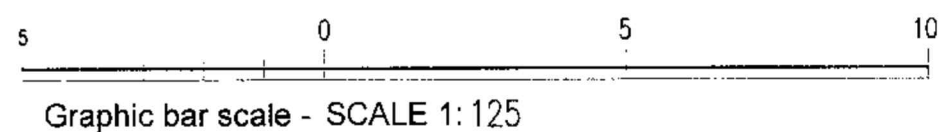
*[Signature]*  
Signature of Lessee

*[Signature]*  
**Sharon Harmer**  
Delegate of the  
ACT Planning and Land Authority

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

UNITS PLAN No.

14264



FLOOR PLAN

Block  
19  
Section  
29  
Division  
BRADDON  
FLOOR NUMBER  
GROUND FLOOR

Sole Director:  
Nikola Bulum  
19/29 BT PT4 410  
AON 167 268 751

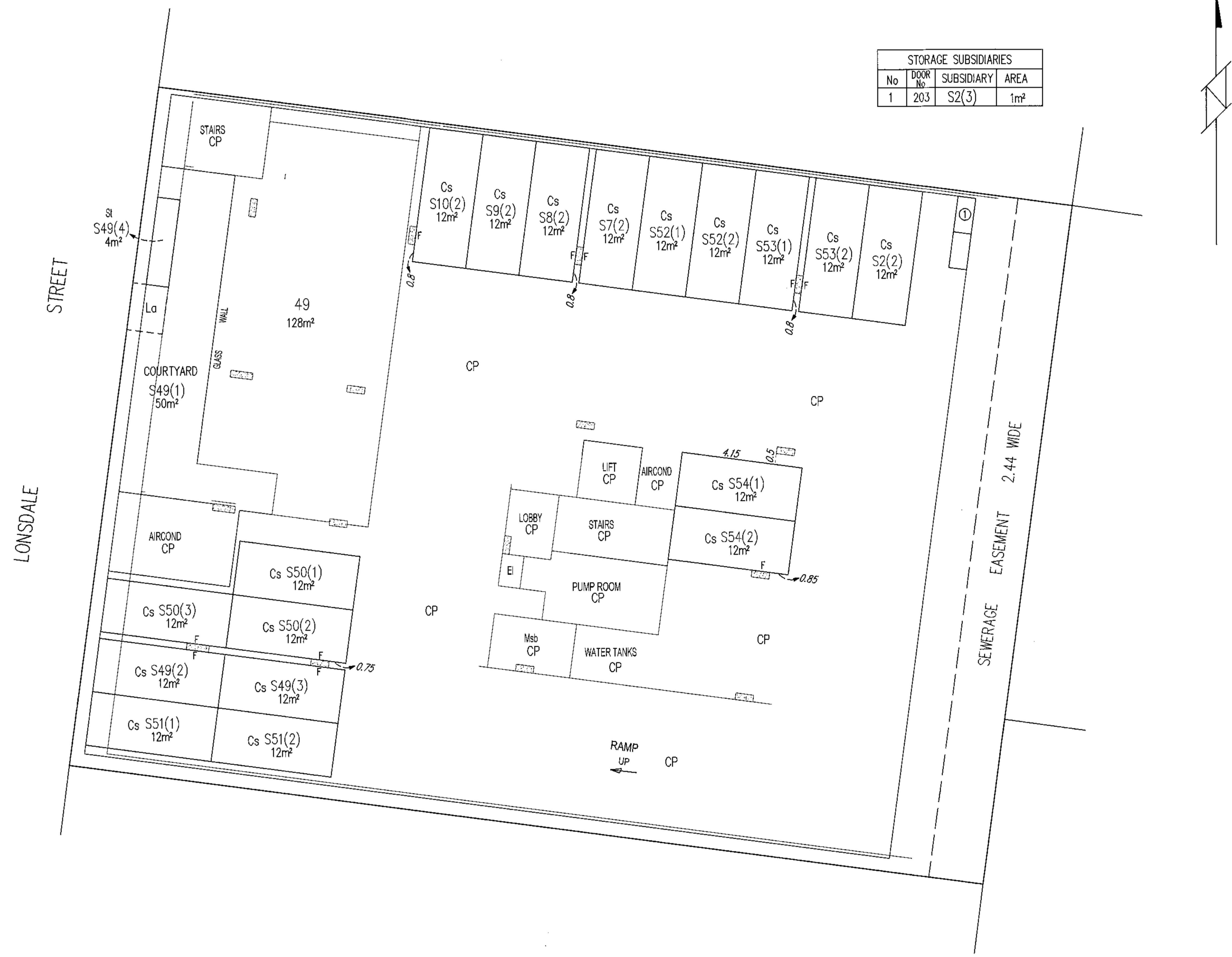
*[Signature]*  
Signature of Lessee

*[Signature]*  
Sharon Harmer  
Delegate of the  
ACT Planning and Land Authority

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

UNITS PLAN No.  
14264

STORAGE SUBSIDIARIES			
No	DOOR No	SUBSIDIARY	AREA
1	203	S2(3)	1m <sup>2</sup>



FLOOR PLAN

Block

19

Section

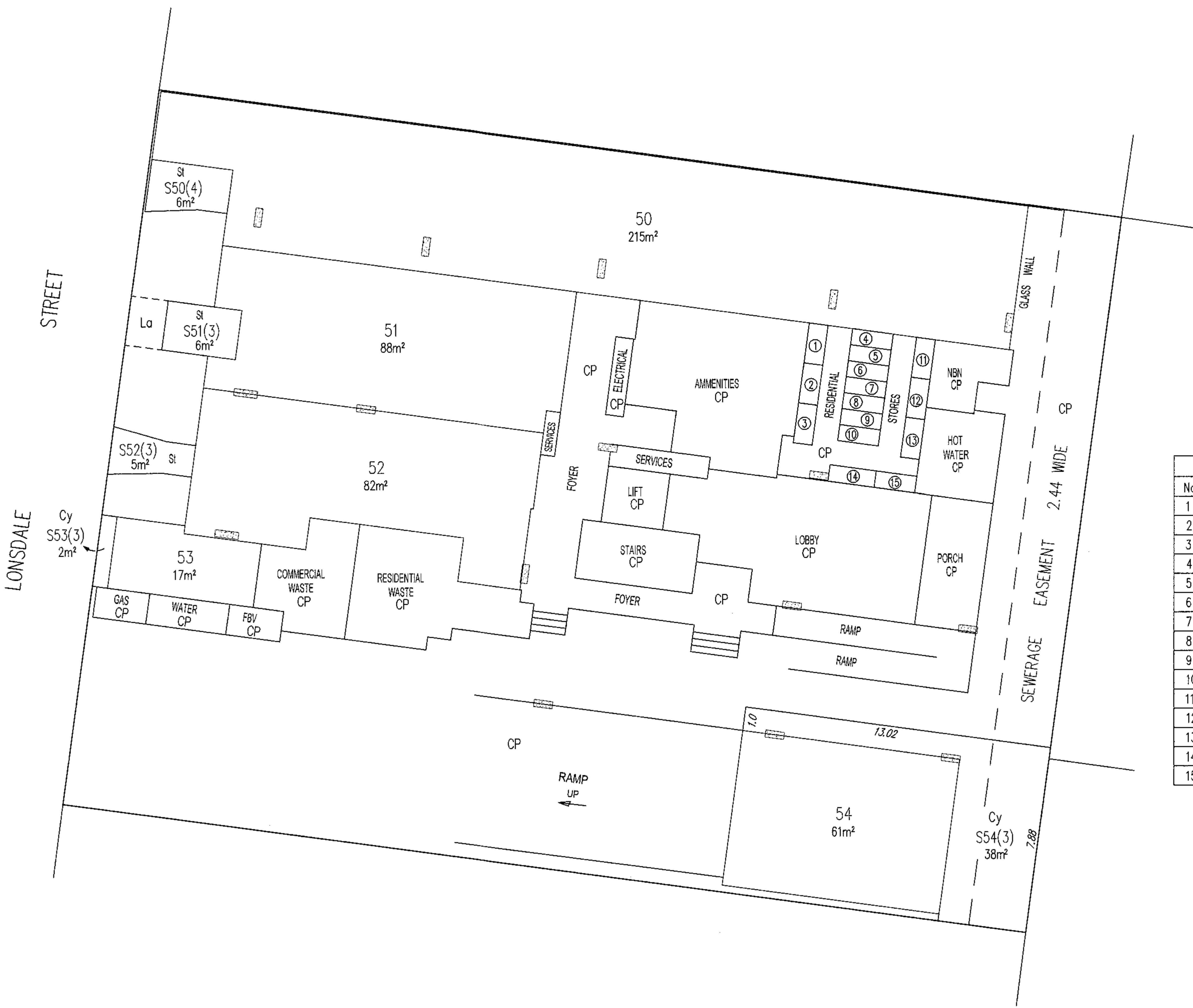
29

Division

BRADDON

FLOOR NUMBER

FIRST FLOOR



STORAGE SUBSIDIARIES			
No	DOOR No	SUBSIDIARY	AREA
1	408	S22(3)	1m²
2	407	S20(3)	1m²
3	405	S19(3)	1m²
4	504	S32(3) 5	1m²
5	301	S8(3)	1m²
6	303	S9(3)	1m²
7	304	S15(3) 5	1m²
8	305	S10(3)	1m²
9	308	S13(3)	1m²
10	202	S7(3)	1m²
11	406	S23(5)	1m²
12	607	S37(3)	1m²
13	605	S36(3)	1m²
14	403	S18(3)	1m²
15	307	S11(3)	1m²

RR  
RR

Sole Director:  
Nikola Blum  
19/29 BT PTY LTD  
ACN 167268751

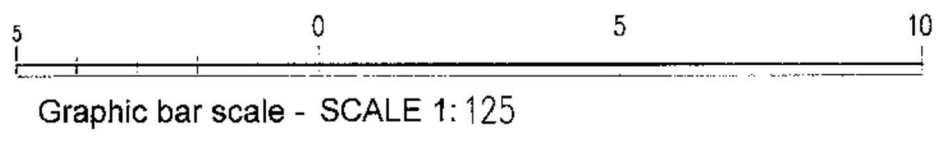
*[Signature]*  
Signature of Lessee

*[Signature]*  
Sharon Harmer  
Delegate of the  
ACT Planning and Land Authority

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

UNITS PLAN No.

14264



FLOOR PLAN

Block	19
Section	29
Division	BRADDON
FLOOR NUMBER	SECOND FLOOR



N/A DENOTES PART OF TERRACE NOT ACCESSIBLE/ARCHITECTURAL FEATURE

Sole  
Director:  
Nikola Blum  
19/29 BT PT4 LTD  
AGN 167268751

*[Signature]*  
Signature of Lessee

*[Signature]*  
Sharon Harmer  
Delegate of the  
ACT Planning and Land Authority

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

UNITS PLAN No.  
14264

FLOOR PLAN

Block	19
Section	29
Division	BRADDON
FLOOR NUMBER	THIRD FLOOR



N/A DENOTES PART OF BALCONY NOT ACCESSIBLE/ARCHITECTURAL FEATURE

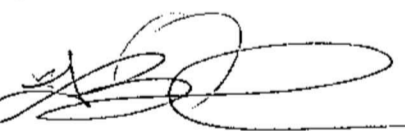
sole  
Director:  
Nikola Bulum  
19/29 BT PTY LTD  
ACN 167268751

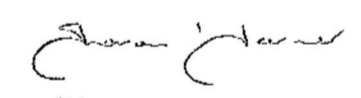
*[Signature]*  
Signature of Lessee

*[Signature]*  
Sharon Harmer  
Delegate of the  
ACT Planning and Land Authority

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

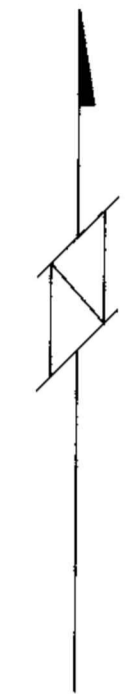
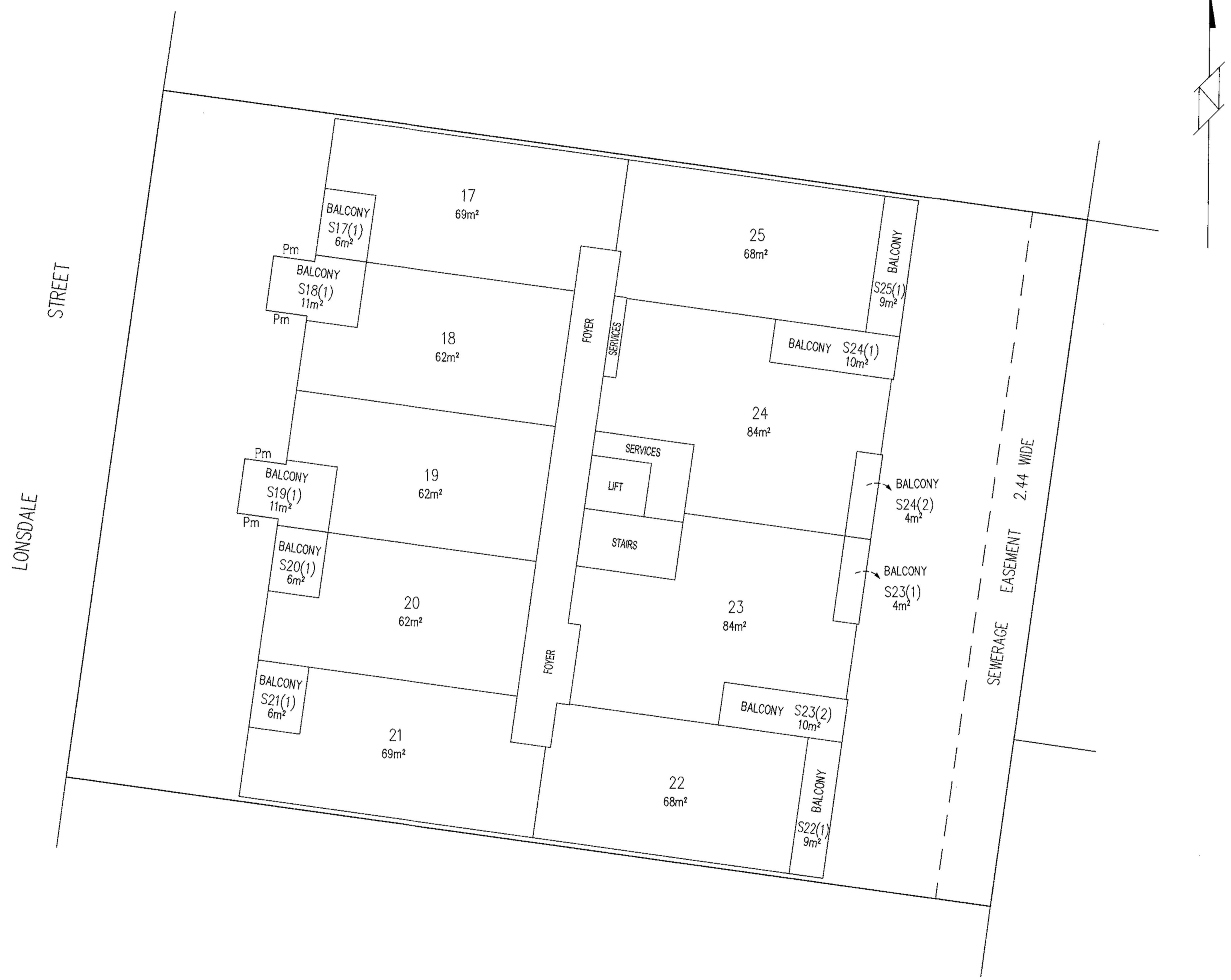
UNITS PLAN No.  
14264

Sole Director:  
 Nikola Bulum  
 19/29 BT PTY LTD  
 ACN 16726875  
  
 Signature of Lessee

  
 Sharon Harmer  
 Delegate of the  
 ACT Planning and Land Authority

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

**UNITS PLAN No.**  
 14264



FLOOR PLAN

Block

19

Section

29

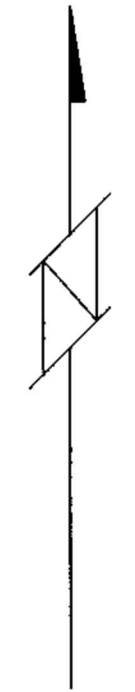
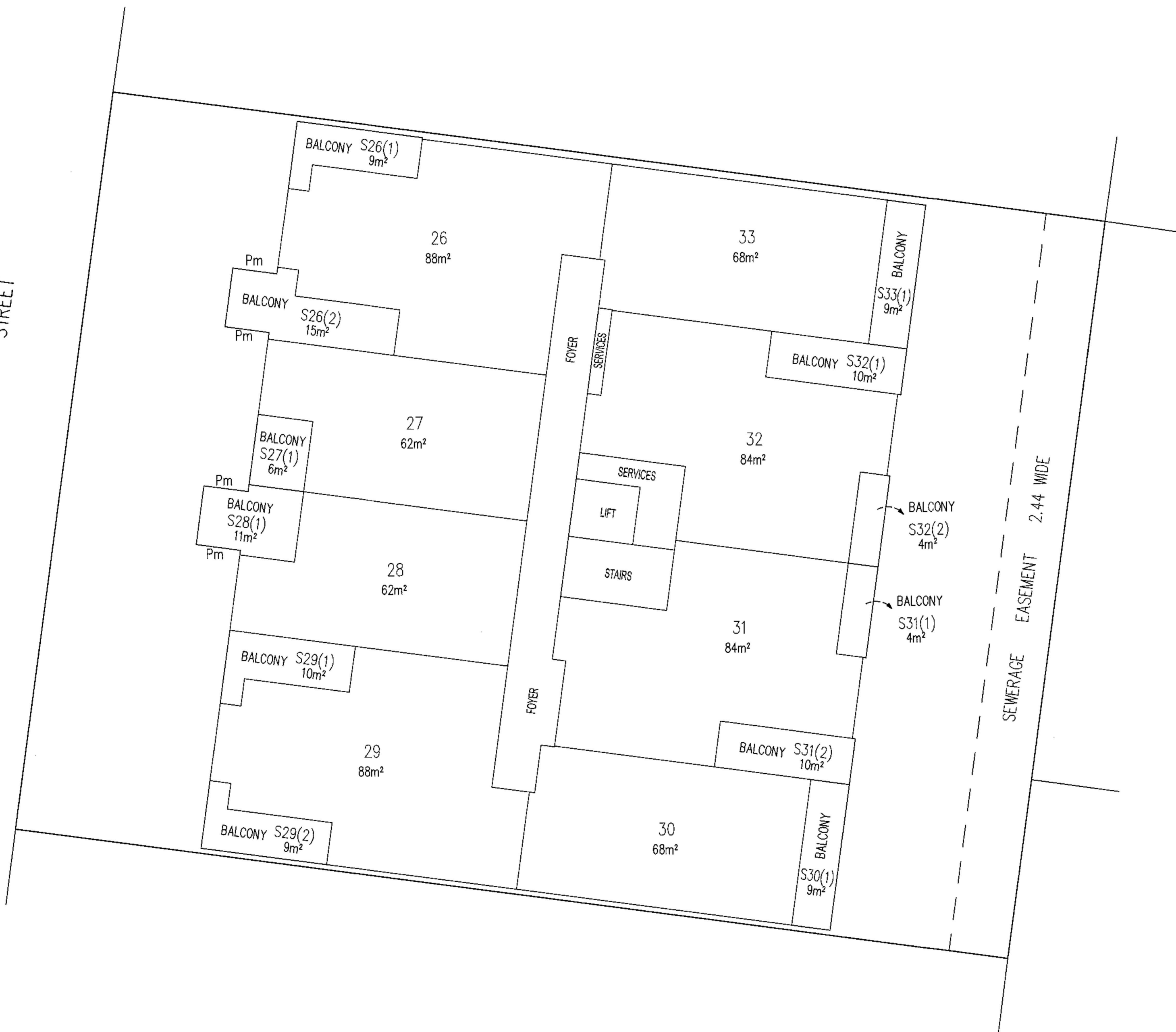
Division

BRADDON

FLOOR NUMBER

FIFTH FLOOR

LONSDALE STREET



Sole Director:  
Nikola Blum  
19/29 BT PTY LTD  
ACN 167268751

Signature of Lessee

*Sharon Harmer*  
Sharon Harmer  
Delegate of the  
ACT Planning and Land Authority

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

UNITS PLAN No.  
14264

LAND TITLES

ACCESS CANBERRA  
Chief Minister, Treasury and  
Economic Development Directorate

Sheet No. 15 of 32

FLOOR PLAN

Block

19

Section

29

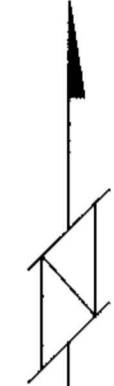
Division

BRADDON

FLOOR NUMBER

SIXTH FLOOR

STREET  
LONSDALE



Sole Director:  
Nikola Blum  
19/29 BT PTY LTD  
ACN 167 268 751

*[Signature]*  
Signature of Lessee

*[Signature]*  
Sharon Harmer  
Delegate of the  
ACT Planning and Land Authority

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

UNITS PLAN No.  
14264

LAND TITLES

ACCESS CANBERRA  
Chief Minister, Treasury and  
Economic Development Directorate

Sheet No. ....16.....of 32.....

FLOOR PLAN

Block

19

Section

29

Division

BRADDON

FLOOR NUMBER

SEVENTH FLOOR

LONSDALE STREET



Sole Director:  
Nikola Blum  
19/29 BT PTY LTD  
ACN 167 268 751

*[Signature]*

Signature of Lessee

*[Signature]*

Sharon Harmer...  
Delegate of the  
ACT Planning and Land Authority

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

UNITS PLAN No.  
14264

# Form 4

Land Titles (Units Titles) Act 1970


UNITS PLAN NO . 14264

Block 19 Section 29 Division of BRADDON

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

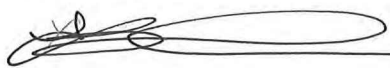
- TERM 1. The term of the lease of each of the units expires on the fourth day of June Two thousand and ninety seven.
- RENT 2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
- EASEMENT FOR SERVICES 3. That:
- (a) the Authority, on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

Sole Director : Nikola Bulum 19/29 BT PTY LTD.

 ACN : 167 268 751


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

4. Each Lessee of each of the Units Nos 1 – 54 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:


Sole Director : Niketa Bhum 19/29 BT PLYUD  
 ACN : 167 268 751

21

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
  - (b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- PURPOSE
- (c) To use the parcel of land for one or more of the following purposes:
    - (i) craft workshop
    - (ii) drink establishment;
    - (iii) indoor entertainment facility;
    - (iv) indoor recreation facility;
    - (v) non retail commercial use;
    - (vi) produce market;
    - (vii) residential use EXCLUDED from ground floor and first floor;
    - (viii) restaurant;
    - (ix) shop PROVIDED that the maximum gross floor area for shop selling food is 200 square metres; and
    - (x) store;
- NOISE MANAGEMENT PLAN
- (d) That the Lessee must, prior to the use of the premises for club, drink establishment, emergency services facility, hotel, indoor entertainment facility, indoor recreation facility, outdoor recreation facility, and restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority, or its successor;
- UNIT SUBSIDIARY
- (e) Not to use any unit subsidiary to that unit as a habitation;

Sole Director: Nicola Blum 19/29 BTPMCTD.  
 ACN: 167 268 751

- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (f) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- SERVICE AREAS (g) 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 (h) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (i) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- RIGHT OF INSPECTION (k) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

Sole Director : Nikola Blum 19/29 BT PTY LTD.  
  
 ACN : 167268751

21

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

PRESERVATION OF TREES (m) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:  
(i) that has been identified in a development approval for retention during the period allowed for construction of the building;  
(ii) to which the Tree Protection Act 2005, applies;

MINERALS AND WATER (n) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

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

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

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

TERMINATION (a) That if:  
(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or  
(ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or  
(iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

Sole Director : Nikda Blum 19/29 BT PTY LTD  
~~\_\_\_\_\_~~ ACN: 167 268 751


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

7. In this schedule unless the contrary intention appears:


- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

Sole Director: Nikola Baum 19/29 BTPT4CTD  
 ACN 167 268 751

- (c) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
- (i) a large area for handling, storage or display; and/or
  - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (d) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (e) "craft workshop" means the use of the parcel of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (f) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china; glassware and domestic hardware;
- (g) "drink establishment" means the use of the parcel of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;
- (h) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (i) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;

Sole Director : Winda Bulan 19/29 BTPT440  
 ACN : 167268751

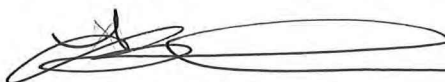
- (j) "indoor entertainment facility" means the use of the parcel of land for entertainment where such use is primarily indoors;
- (k) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (k) "Lessee" shall:
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (i) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (l) "non retail commercial use" means business agency, financial establishment, office and public agency;
- (m) "office" means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (n) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (o) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (p) "produce market" means the use of the parcel of land for the sale from market buildings or stalls of fruit and vegetables and other primary produce and may include the sale of other products, which complement this primary purpose;

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 ACN 167268751

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- (q) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (r) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;
- (s) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (t) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (u) "store" means the use of the parcel of land for the storage, whether permanent or temporary, of goods (not including obsolete motor vehicles or obsolete machinery) within or upon which no trade (whether retail or wholesale) or industry is carried on;
- (v) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self service basis;
- (w) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (x) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (iii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

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 ACN : 167 268 751

- (y) "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;
- (z) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (aa) words in the singular include the plural and vice versa;
- (bb) words importing one gender include the other genders;
- (cc) 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.

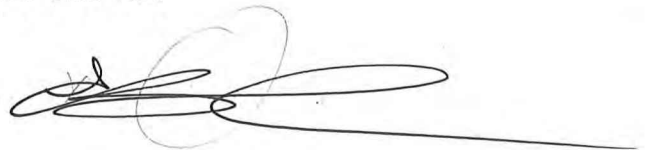
Dated this.....Twelfth..... day of .....May.....2021.



**Sharon Harmer**

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

LESSEE: **19/29 BT PTY LIMITED A.C.N. 167 268 751**



# Form 5


Land Titles (Unit Titles) Act 1970

UNITS PLAN NO . 14264

Block 19 Section 29 Division of BRADDON


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

Sole Director : Nirzola Bulum 19/29 BTP4UD  
 ACN: 167 268 75 1


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- (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
  - (d) Clause 3(c)(ii), does not require the service provider to restore:
    - (i) the parcel of land to a condition that would result in:
      - (A) an interference with:
        - (1) any service on or through the parcel of land; or
        - (2) access to any service on or through the parcel of land; or
      - (B) a contravention of a law of the Territory; or
    - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
  - (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
  - (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
  - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. The Owners - Units Plan No. 14264 ("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;

Sole Director: Nikda Bulum 19/29 BTPT4CTD  
 ACN: 167268751

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- (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) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (e) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (f) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings carparking landscaping and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (g) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (h) 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;

Sole Director Nikola Bulum 19/29 BT PTY LTD  
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- (i) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
  - (j) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
    - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
    - (ii) to which the Tree Protection Act 2005, applies;
  - (k) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth 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.
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;

Sole Director Niveda Bhum 19/29 BT PTY LTD

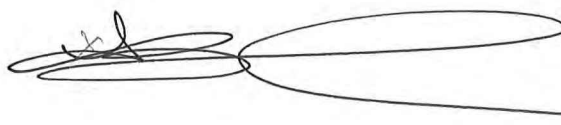


ACN: 167 268 751



- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. ';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;

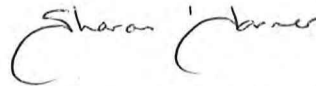
Sole Director Nikola Blum 19/29 BT PTY LTD

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- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

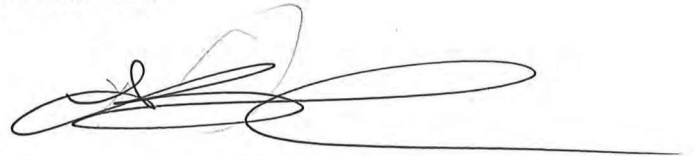
Dated this.....*Twelfth*..... day of.....*May*.....2021.



**Sharon Harmer**

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

LESSEE: **19/29 BT PTY LIMITED A.C.N. 167 268 751**





## LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

**LAND:** Please provide details of the land you are enquiring about.

<b>Unit</b>	<b>48</b>	<b>Block</b>	<b>19</b>	<b>Section</b>	<b>29</b>	<b>Suburb</b>	<b>BRADDON</b>
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

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

**Please Note: There are no development covenants within the latest Unit Plans, therefore a Compliance Certificate is not applicable.**

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

Applicant's Name : Info Track  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : 20262438 - 191140692

Date: 10-APR-26 11:44:14



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

10-APR-2026 11:44

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

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**INFORMATION ABOUT THE PROPERTY**

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**BRADDON Section 29/Block 19/Unit 48**

**Building Class: A**

**Area(m2):** 1,254.2

**Unimproved Value:** \$4,390,000

**Year:** 2025

**Subdivision Status:** Application received under the Unit Titles Act.

**Heritage Status:** Nil.

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



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 LEASE CONVEYANCING ENQUIRY REPORT**

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

**Application** DA201731532      **Lodged** 30-MAY-17      **Type** See Subclass

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

**Description**

AMENDMENT TO APPROVED DA201731532. Amendment to the development application for PROPOSAL FOR 7 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - the amendments are changes to bike and car parking layouts, storage lockers relocated, internal and external alterations, courtyards removed, green wall extent revised, verge and materials altered and associated works.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	29	19-19	

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

Role	Name
Lessee	1929 Pty Ltd
Lessee	19/29 Pty Ltd
Applicant	Judd Studio Pty Ltd
Representor	Executive Committee Units Plan
Representor	Braddon Dental Surgery
Representor	Dey, Peter
Representor	Davidson, Geoff & Susan

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

Activity Name	Status
Merit Track	Approval Conditional

**Application** DA201120304      **Lodged** 24-JUN-11      **Type** See Subclass

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

**Description**

LEASE VARIATION. Please see the application form for full details of the lease variation.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	29	19-19	

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

Role	Name
Lessee	City Hill Pty Ltd
Applicant	Cb Richard Ellis

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

Activity Name	Status
Aat - Appeal	Active
Merit Track	Approval Conditional



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

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**Application** DA200913948      **Lodged** 05-MAR-09      **Type** See Subclass

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

**Description**

LEASE VARIATION - To vary the lease purpose clause to add residential use.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	29	19-19	

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

Role	Name
Applicant	City Hill Pty Ltd
Lessee	City Hill Pty Ltd
Lessee	Angelo Cataldo
Representor	G. Sullivan

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

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

**Application** DA200500327      **Lodged** 09-FEB-05      **Type** Lease Variation

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

**Description**

This application seeks to vary the Crown Lease purpose clause by: To use the said land for one or more of the following purposes: (i) industry (other than noxious trade); (ii) Bulky goods retailing; (iii) Office; (iv) Personal services; (v) Public agency; (vi) Restaurant; (vii) Shop PROVIDED ALWAYS THAT the combined maximum gross floor area used for supermarket or other shop selling food shall not exceed 200 square metres per lease. And for any purpose subsidiary thereto such as a residence or shop provided that not more than one residence shall be erected on the land.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	29	19-19	

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

Role	Name
Applicant	Mccann Property And Planning

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

Activity Name	Status
Da - Public Notification	Approval Conditional



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

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**Application** DA980990      **Lodged** 17-MAR-98      **Type** Non-residential

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

**Description**

UPGRADE SHOPFRONT GLAZING. INTERNAL MODIFICATIONS

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

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	29	19-19	

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

Role	Name
Contact	Pelle
Applicant	Ozta Architects P/L
Lessee	City Hill Pty Ltd

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

Activity Name	Status
Da - With Dap. (Level 2)	Approved

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
28	16	202443240	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT AND LEASE VARIATION - Internal extension to existing commercial development, lease variation to increase the permitted gross floor area to 1608m2.	Approval Conditional	14-NOV-24
28	18	202544385	PLANNING ACT 2023 - PROPOSAL FOR 12 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH LEASE VARIATION - demolition of the existing building and surfaces and the construction of a 12 storey mixed-used development across blocks 17 and 18,	Active	



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

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28	18		comprising of 64 residential units, 11 commercial units, and hotel components with 3 levels of basement parking, driveway/verge crossing, landscaping and associated works. LEASE VARIATION - to delete the current purpose clause and add a range of uses as listed on Page 4 of the APP form and Page 6/7 of the DEVOUTCOMEREP.		
28	17	202544385	PLANNING ACT 2023 - PROPOSAL FOR 12 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH LEASE VARIATION - demolition of the existing building and surfaces and the construction of a 12 storey mixed-used development across blocks 17 and 18, comprising of 64 residential units, 11 commercial units, and hotel components with 3 levels of basement parking, driveway/verge crossing, landscaping and associated works. LEASE VARIATION - to delete the current purpose clause and add a range of uses as listed on Page 4 of the APP form and Page 6/7 of the DEVOUTCOMEREP.	Active	
29	4	202442975	PLANNING ACT 2023 - PROPOSAL FOR 6 STOREY MULTI-DWELLING DEVELOPMENT - demolition of the existing structures, construction of a six-storey multi-unit residential development for 29 dwellings, two levels of basement car parking, earthworks, landscaping and associated works. LEASE VARIATION - lease variation to remove gross floor area, storeys and carparking limitation and specify the maximum number of permitted units as 29 and associated works	Approval Conditional	27-FEB-25
29	2	202443713	PLANNING ACT 2023 - STAGE 2 NOTIFICATION OF DA202443713-S179C - PROPOSAL FOR MULTI-UNIT DEVELOPMENT AND LEASE VARIATION. Second stage of public notification for significant development for demolition of the existing building and the construction of a 15 multi-unit residential development with three level basement carparking, landscaping, driveway works and associated works. Lease Variation to permit multi-unit housing LIMITED TO a maximum of 15 dwellings, delete GFA and building	Approval Conditional	18-NOV-25



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10-APR-2026 11:44

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

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29            2            height clause and amend the parking clause which is still under consideration - the amendment is for changes to design of louvre, and addition of storage rooms and bicycle parking.

**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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: <https://www.accesscanberra.act.gov.au/city-services/contaminated-sites> . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

**ASBESTOS SEARCH**

ACT Government records indicate that a form of asbestos is or has been present on this land. For further information please refer to the Building Conveyancing Report, or contact a licensed Asbestos Assessor for an independent report in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos).

**CAT CONTAINMENT AREAS**

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

**URBAN FOREST ACT 2023**

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

---- END OF REPORT ----

14 April 2026

Units Plan No. 14264  
Registered for GST

ABN 77 561 710 077

## Tax Invoice

Mark Andrew William Slavin

Ref

Re Lot 48 Units Plan No. 14264

Fee 342.00 Paid

Above Fee includes GST

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

**The Owners - Units Plan No. 14264**

**Unit No: 702      Lot No: 48**

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

### Entitlements

Unit Entitlement: **31**  
Total Building Entitlements: **1,000**

### Managing Agent

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

Contact Phone Number: **1800 383 333**

### Corporation's records can be inspected at

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

Contact Phone Number: **1800 383 333**

### Members of Corporation's executive committee

Office	Name	Address
Chairperson	<b>Cara Lea Grady</b>	204/16 Lonsdale Street BRADDON ACT 2612
Secretary		
Treasurer		

Committee	<b>Christopher Nicolas Antonopoulos</b>	12 Hotham Crescent DEAKIN ACT 2600
	<b>Lauren Ascah</b>	205/16 Lonsdale Street BRADDON ACT 2612
	<b>Edna Marshall</b>	404/16 Lonsdale Street Braddon ACT 2612
	<b>Sarah Louise Hayton</b>	504/16 Lonsdale Street Braddon ACT 2612
	<b>A Webb</b>	508/16 Lonsdale Street BRADDON ACT 2612

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 14264 - Unit 702

#### Funds Details

##### Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$8,699.80**

Number of instalments payable **4**

##### Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/06/25 to 31/08/25	2,174.95	30/09/25		0.00	30/09/25
01/09/25 to 30/11/25	2,174.95	30/11/25		0.00	30/11/25
01/12/25 to 28/02/26	2,174.95	28/02/26		0.00	28/02/26
01/03/26 to 31/05/26	2,174.95	31/05/26		0.00	31/05/26

Amount (if any) outstanding (credit shown with -) **\$6,524.85**

Paid to **31/05/25**

##### Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

##### Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,050.80**

Number of instalments payable **4**

##### Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/06/25 to 31/08/25	262.70	30/09/25		0.00	30/09/25
01/09/25 to 30/11/25	262.70	30/11/25		0.00	30/11/25
01/12/25 to 28/02/26	262.70	28/02/26		0.00	28/02/26
01/03/26 to 31/05/26	262.70	31/05/26		0.00	31/05/26

Amount (if any) outstanding (credit shown with -) **\$788.10**

Paid to **31/05/25**

##### Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

##### Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By

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

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 14264 - Unit 702

Other amounts owing

Rate of interest payable	<b>10.00</b>	per cent	Interest Owing	<b>\$225.07</b>
Purpose		Fund	Due Date	Amount Due
Other		Other		825.00
			Amount	
			825.00	

Amount (if any) outstanding (credit shown with -) **\$825.00**

Total amount due and payable as at the date of this Certificate (credit shown with -): **\$8,363.02**

#### Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU Underwriting Agencies	HU0006062964	28,603,100.00	08/04/26	08/04/25	52,825.20
<i>LOSS OF RENT</i> CHU Underwriting Agencies	HU0006062964	4,290,465.00	08/04/26	08/04/25	Included
<i>CATASTROPHE</i> CHU Underwriting Agencies	HU0006062964	4,290,465.00	08/04/26	08/04/25	Included
<i>PUBLIC LIABILITY</i> CHU Underwriting Agencies	HU0006062964	30,000,000.00	08/04/26	08/04/25	Included
<i>FIDELITY GUARANTEE</i> CHU Underwriting Agencies	HU0006062964	250,000.00	08/04/26	08/04/25	Included
<i>OFFICE BEARERS</i> CHU Underwriting Agencies	HU0006062964	1,000,000.00	08/04/26	08/04/25	Included
<i>VOLUNTARY WORKERS</i> CHU Underwriting Agencies	HU0006062964	\$200,000/\$2,000	08/04/26	08/04/25	Included
<i>GOVT AUDIT COSTS</i> CHU Underwriting Agencies	HU0006062964	25,000.00	08/04/26	08/04/25	Included
<i>LEGAL EXPENSES</i> CHU Underwriting Agencies	HU0006062964	50,000.00	08/04/26	08/04/25	Included
<i>WORKPLACE H&amp;S</i> CHU Underwriting Agencies	HU0006062964	100,000.00	08/04/26	08/04/25	Included
<i>LOT OWNERS IMPROVE</i> CHU Underwriting Agencies	HU0006062964	250,000.00	08/04/26	08/04/25	Included
<i>FLOOD</i> CHU Underwriting Agencies	HU0006062964	Included	08/04/26	08/04/25	Included
<i>COMMON CONTENTS</i> CHU Underwriting Agencies	HU0006062964	28,603.00	08/04/26	08/04/25	Included

#### Fund Balances

Balances as at: 14 April 2026

Administrative Fund	114,355.00
Sinking Fund	58,388.07

# **UNIT TITLE SALE CERTIFICATE**

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

**Units Plan No. 14264 - Unit 702**

## **Developer Control Period**

Developer Control Period Expiry Date:

## **Borrowed Money**

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

N/A to this building.

## **Sustainability Infrastructure**

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

N/A to this building.

## **Crown Lease Extension Application**

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

N/A to this building.

## **Ongoing Development Approval**

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

No Longer Required from 8 June 2021.

# UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 14264 - Unit 702

## Embedded Network

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

(i) Which utility service the embedded network applies to  
Electricity & Internet

(ii) The name of the embedded network provider  
Origin Energy & Lightning Broadband



Dated at Canberra the **14 April 2026**



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006062964</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	08/04/2026 to 08/04/2027 at 4:00pm
<b>The Insured</b>	THE OWNERS - UNITS PLAN NO.14264
<b>Situation</b>	16 LONSDALE STREET BRADDON ACT 2612

---

## Sections

### Section 1 – Insured Property

Building: \$28,603,100

Common Area Contents: \$28,603

Loss of Rent & Temporary Accommodation (total payable): \$4,290,465

Lot Owners' Fixtures and Improvements (per lot): \$250,000

#### Optional Extensions:

Catastrophe Insurance Sum Insured: \$4,290,465

Extended Cover - Loss of Rent & Temporary Accommodation: \$643,569

Escalation in Cost of Temporary Accommodation: \$214,523

Cost of Removal, Storage and Evacuation: \$214,523

Machinery Breakdown: Not Selected

Lot Owners' Contents inclusion (per lot): Not Selected

### Section 2 – Liability to Others

Sum Insured: \$30,000,000

### Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

### Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

### Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

### Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



**Flood Cover is included.**

Date Printed

24/03/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# Insurance Valuation Report

For

**Branx**

**16 Lonsdale Street, Braddon ACT 2612**

**Scheme Number: 14264**



***COMPILED BY: QIA GROUP PTY LTD***

**Job Reference Number: 180251**

**11 October 2022**

**Professional Indemnity Insurance Policy Number 1411189338PLP**

PO Box 1280,  
Beenleigh QLD 4207

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

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

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

QJA Group Pty Ltd

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## SECTION 1 – INSURANCE VALUATION SUMMARY

### 1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **16 Lonsdale Street, Braddon ACT 2612**.

### 1.2 Property Address

The property is situated at **16 Lonsdale Street, Braddon ACT 2612**.

### 1.3 Description of Building

The property comprises total fifty-four lots in a single eight storey building complex with two three levels of basement parking space. Access to upper floor is by internal stairs and passenger lifts. Common property includes stairwell, lobbies, communal area, and driveways. In accordance with the plans provided the date of registration is 2021.

### 1.4 Client

**The Proprietors Branx.**

### 1.5 Replacement Value

**Recommended Insured Value: \$27,770,000 (Inc GST)**

### 1.6 Inspector Details

**Inspector Number**

**101**



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

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Recommended Insured Value**

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

### **2.2 Loss of Revenue**

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

### **2.3 Current Trends**

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

### **2.4 Periodic Reviews**

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

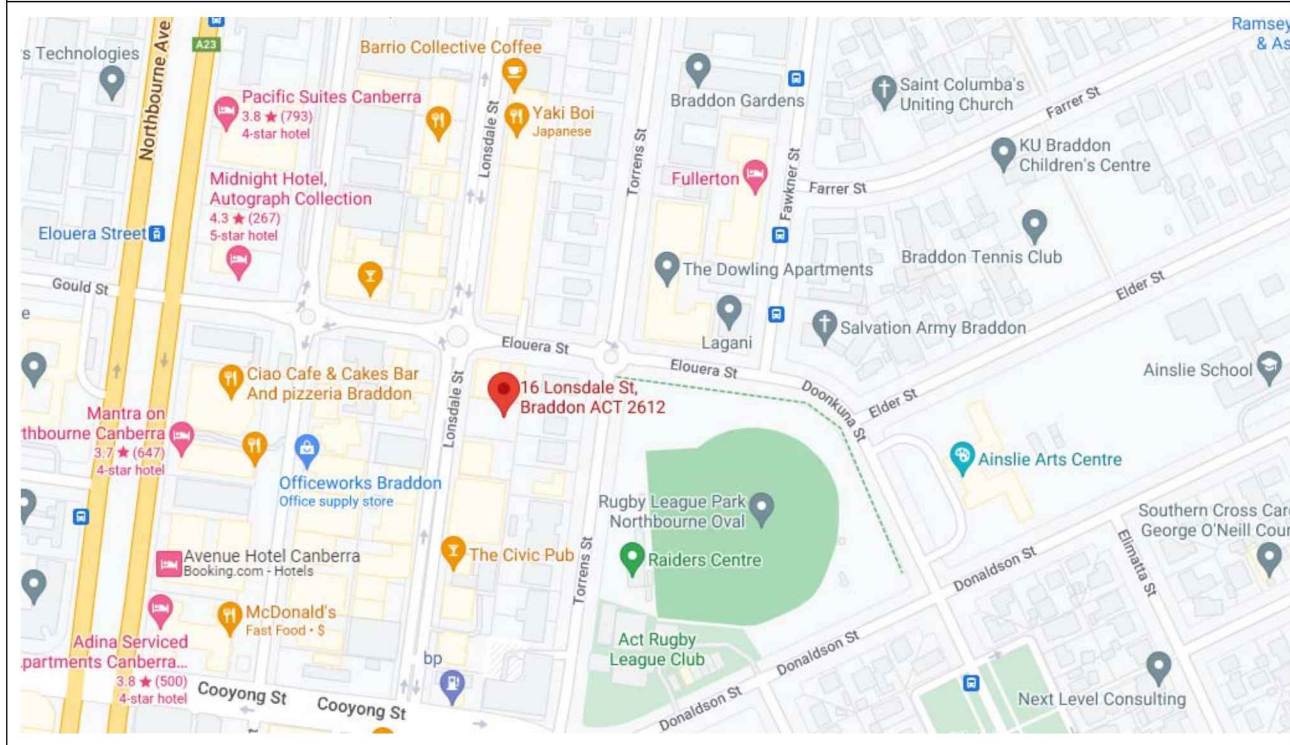
### **2.5 Elements used in the Calculated Value of the Building Replacement**

The calculated value of the building comprises of several elements:

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

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	<b>\$20,840,000</b>
Allowance for Cost Escalation:	
Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% over the period	\$1,875,000
<b>Progressive Subtotal:</b>	<b>\$22,715,000</b>
Professional Fees:	\$2,500,00
<b>Progressive Subtotal:</b>	<b>\$25,215,000</b>
Removal of Debris:	\$1,045,000
<b>Progressive Subtotal:</b>	<b>\$26,260,000</b>
Cost Escalation:	\$1,510,000
<b>Progressive Subtotal:</b>	<b>\$27,770,000</b>
<b>Recommended Insured Value:</b>	<b>\$27,770,000 (Inc GST)</b>

**2.7 Site Location Map**



## SECTION 3 – REPORTING PROCESS AND CONTENT

### 3.1 *SITE FACTORS*

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

### 3.2 *ADDITIONS & IMPROVEMENTS*

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

### 3.3 *MAINTENANCE*

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

### 3.4 *SUMMARY OF CONSTRUCTION*

#### 3.4.1 **Primary Method of Construction**

##### 3.4.1.1 **FLOOR STRUCTURE**

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

##### 3.4.1.2 **WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Double brick.

EXTERNAL WALL FINISHES: Face brick.

##### 3.4.1.3 **ROOF STRUCTURE**

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

ROOFING: Cliplock.

##### 3.4.1.4 **DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Concrete.

### 3.5 *AREAS NOT INSPECTED - TYPICAL*

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

### 3.6 *SCOPE*

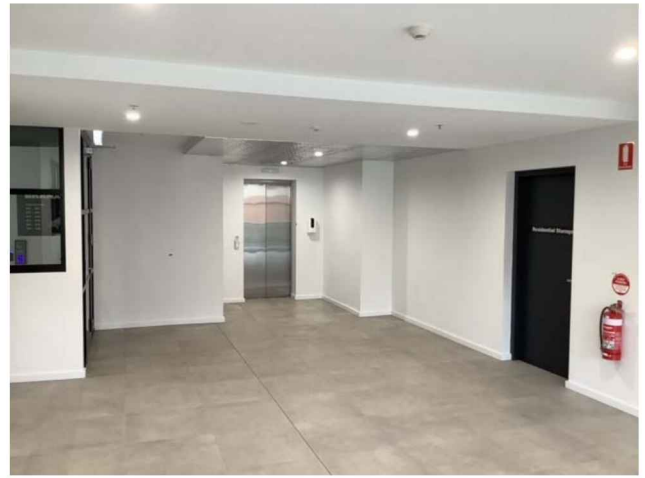
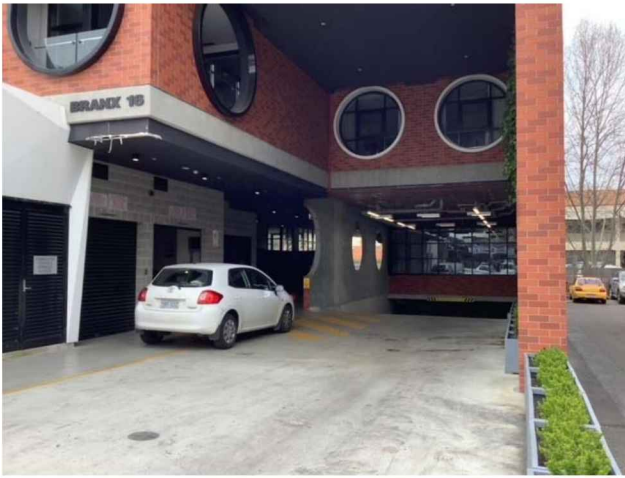
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible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

**3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

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

## SECTION 4 – SITE PHOTOGRAPHS



# ACT Maintenance Plan

**Branx**

**16 Lonsdale Street, Braddon, ACT 2612**

**Scheme Number: 14264**



***COMPILED BY VON HARAMINA***

**On 7 October 2022 for the  
Period Commencing 1 January 2022  
QIA Job Reference Number: 179254**

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

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

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

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

QIA Group Pty Ltd  
ABN 27 116 106 453

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QIA Group Pty Ltd

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## 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

16 Lonsdale Street, Braddon, ACT 2612

## INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on September 2022

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

- Not applicable

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

- Not applicable

## BACKGROUND

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

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

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

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

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

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

## REPORT INFORMATION

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

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

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

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

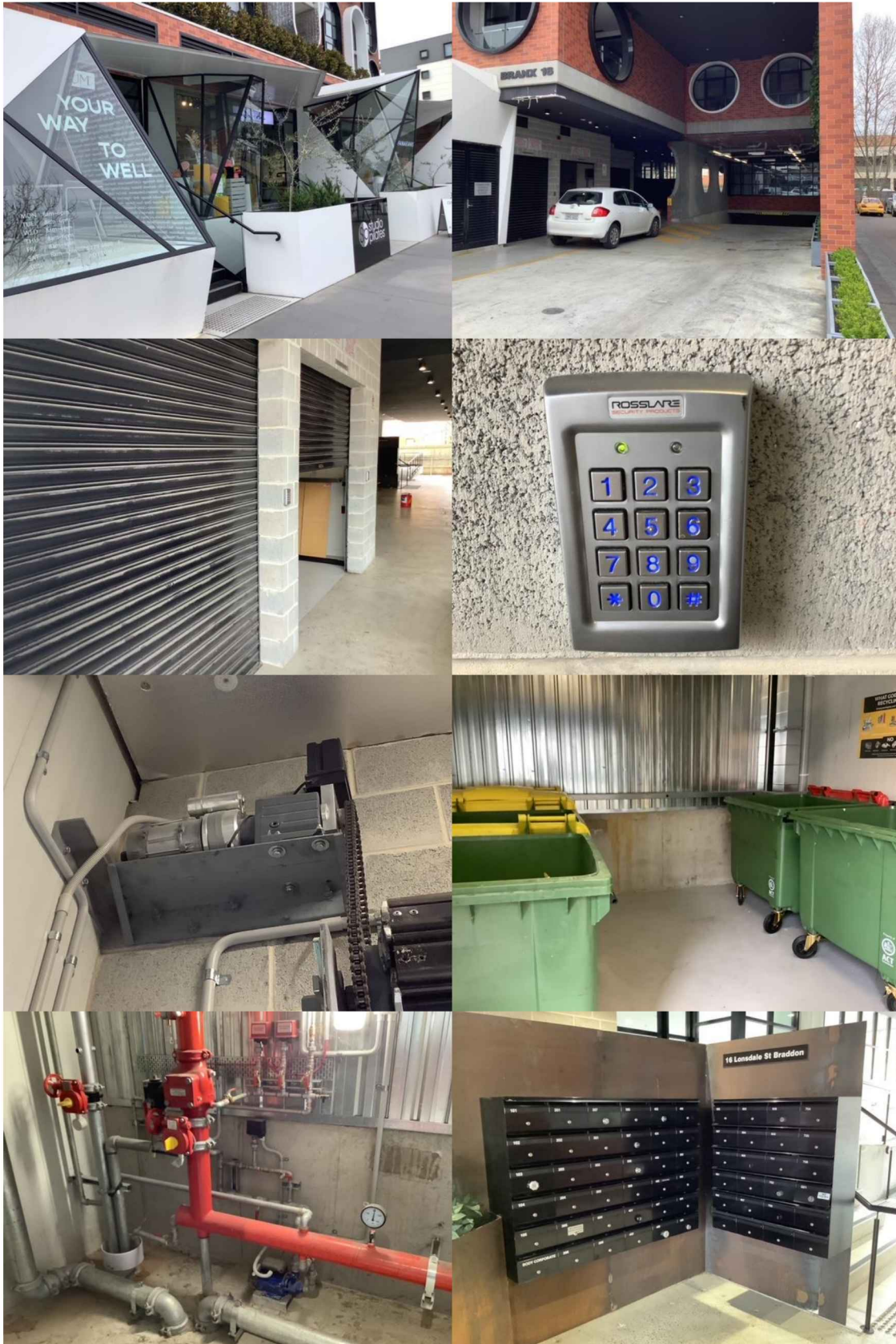
The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings, security concerns, detection and identification of illegal building work, and the durability of exposed finishes.

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

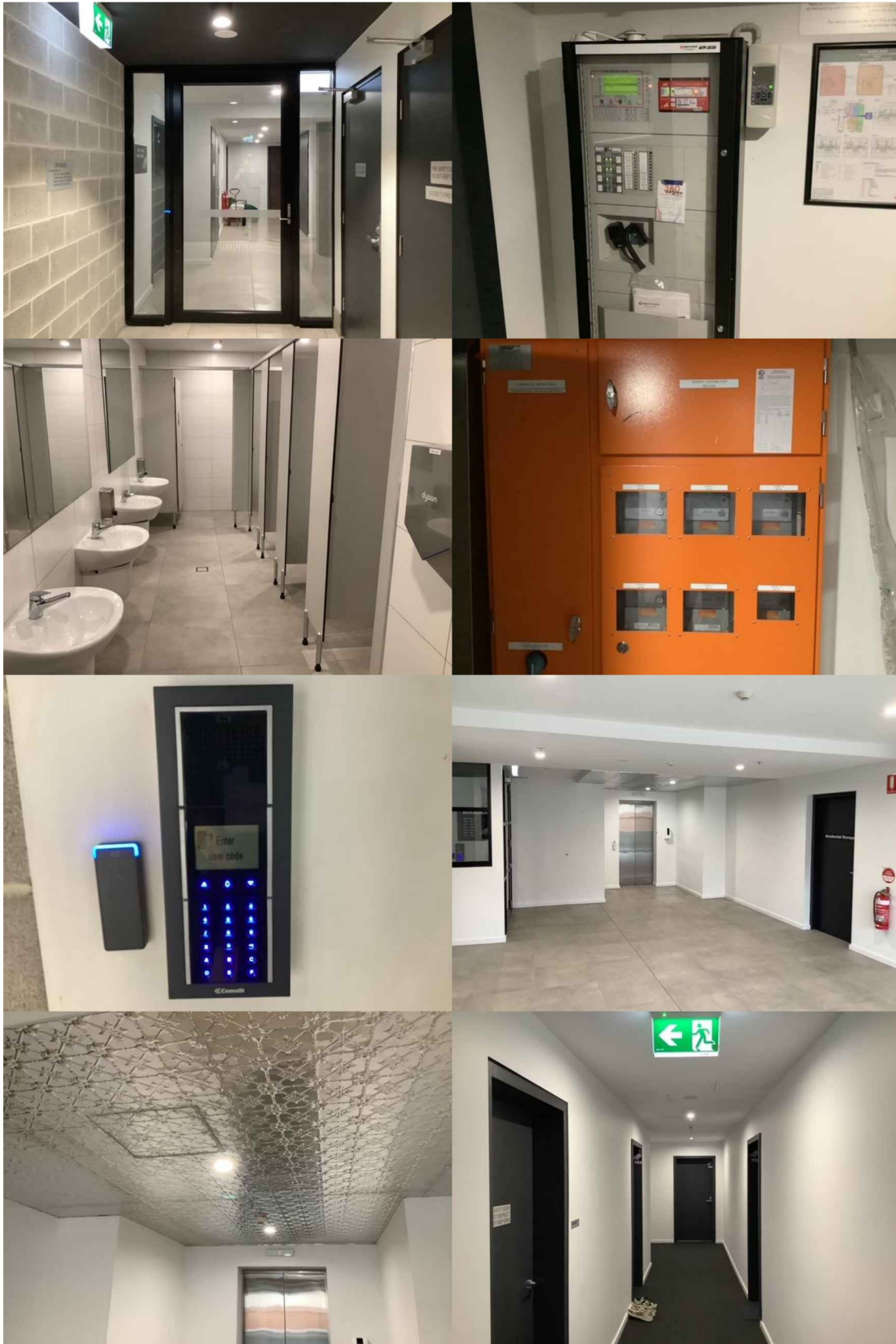
Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

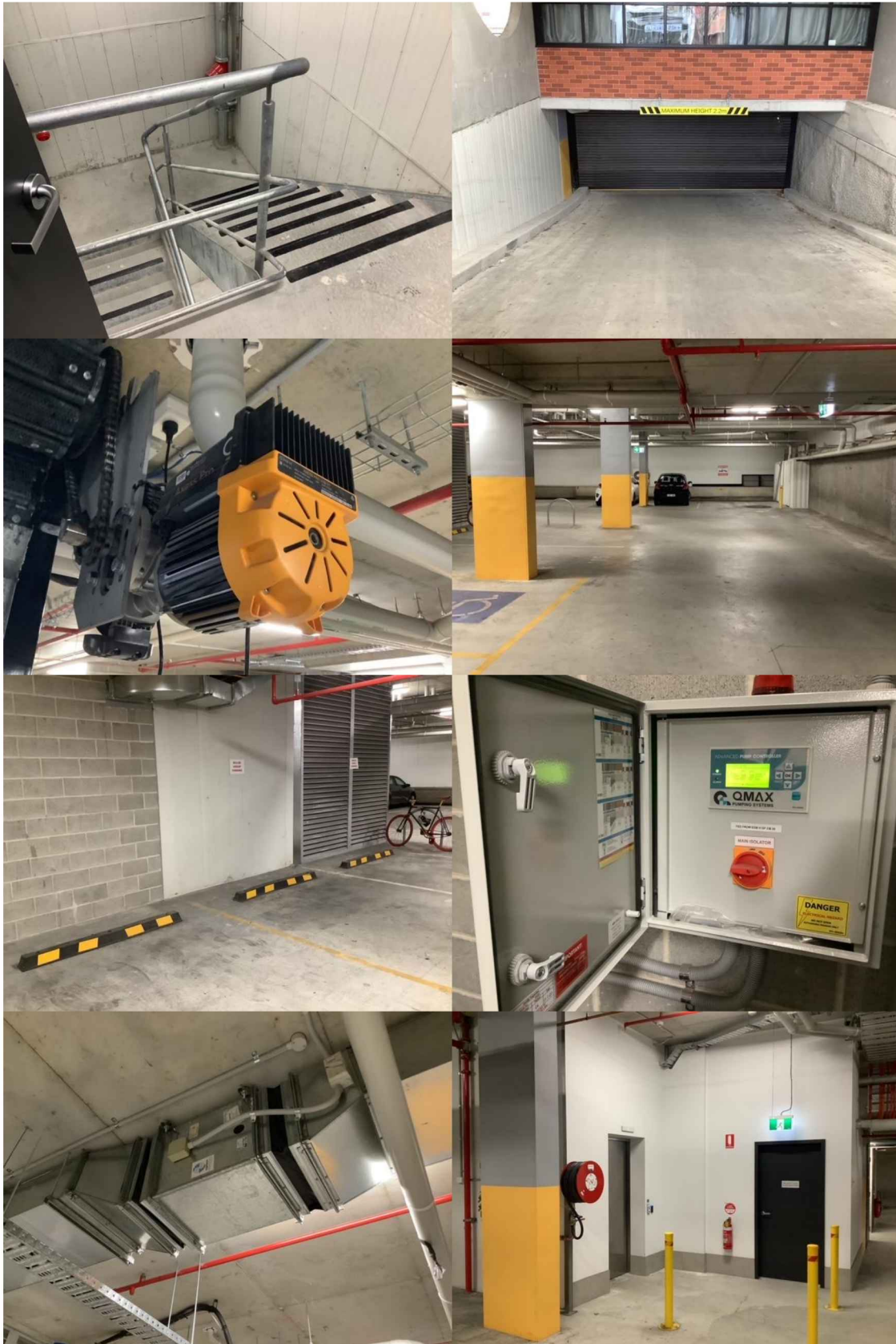
## AREAS NOT INSPECTED (Typical)

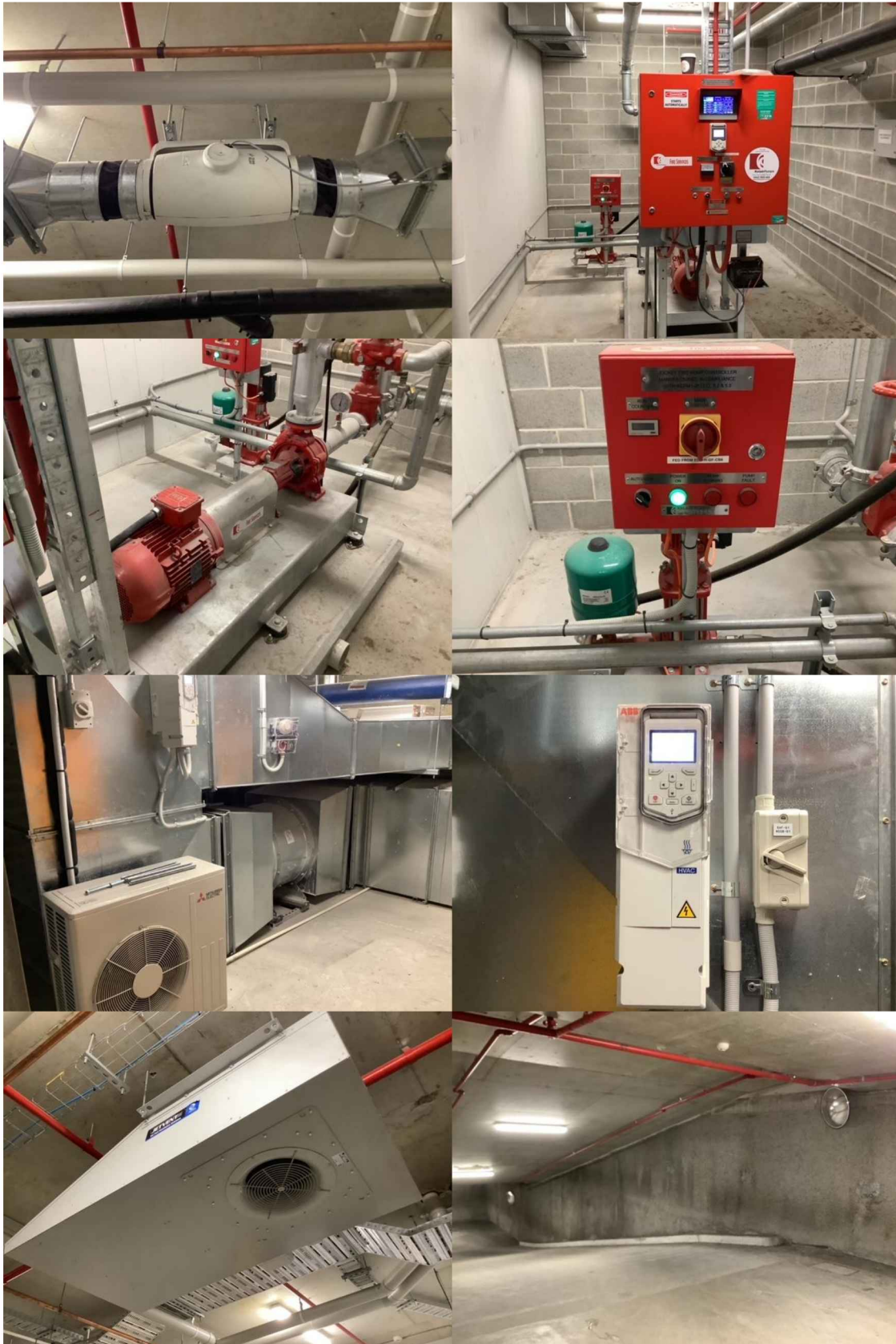
- Part or parts of the common property building interior that were not readily accessible.
- Part or parts of the building exterior were not readily accessible.
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because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

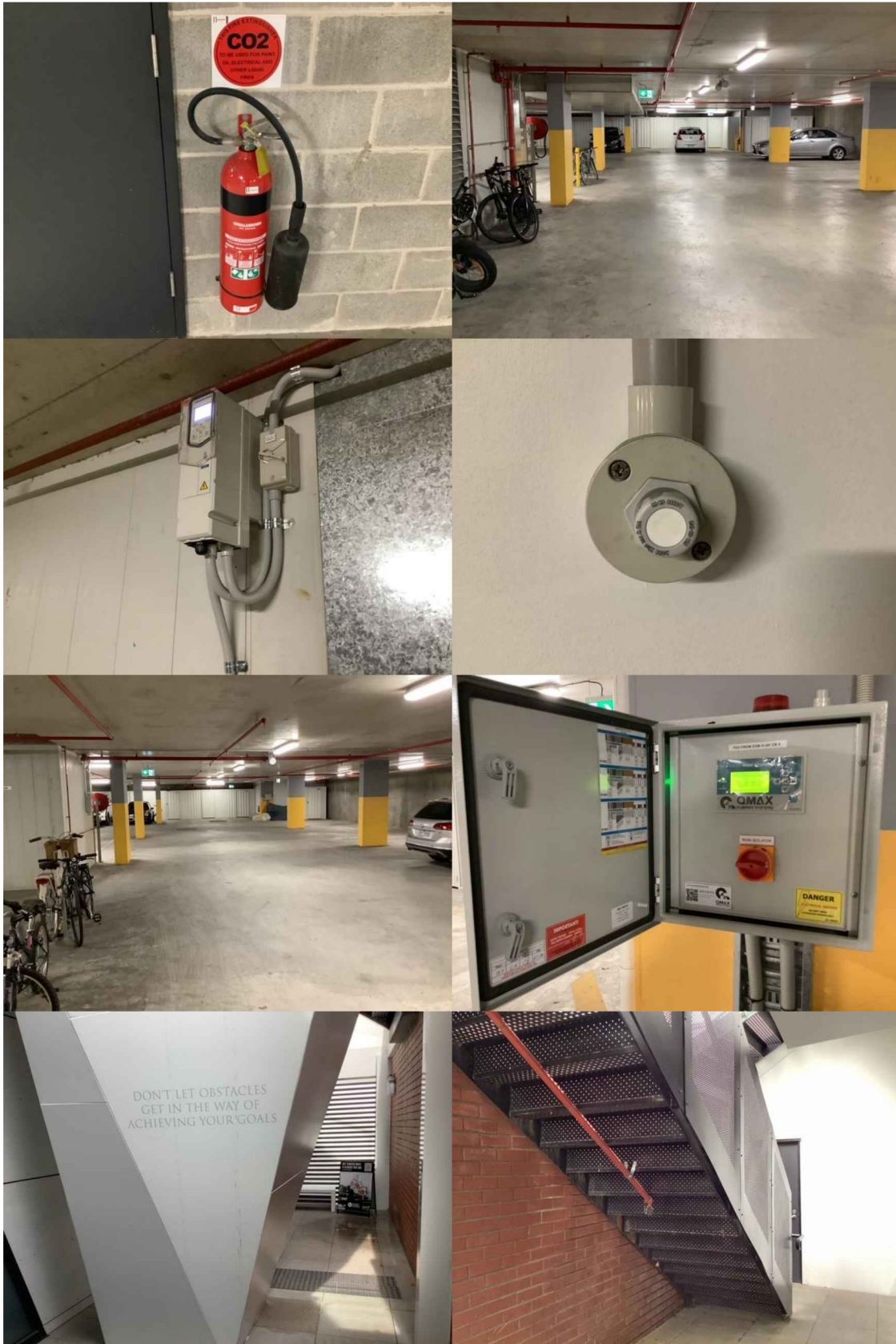












# ACT MAINTENANCE PLAN

Branx - Plan No 14264 (Class A)

16 Lonsdale Street, Braddon, ACT 2612

Date of preparation of Initial Maintenance Plan - 7 October 2022



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																			
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036				
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)	Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate															
<b>SUPERSTRUCTURE</b>																												
Repaint buildings									Routine	Annually																		
Maintain window fixtures & fittings									Routine	Annually							X											
Repaint breezeway									Routine	Annually									X									
Maintain aluminium glass doors									Routine	Annually							X								X			
Maintain screens/louvres/rafts/frames									Routine	Annually							X											
Repair/maintain balustrade & handrail fixings									Routine/Safety	Annually							X											
Repaint handrails									Routine	Annually								X										
Repaint metal stairway									Routine	Annually								X										
Maintain balcony/patio/entry floor tiles									Routine/Safety	Annually											X							
<b>BASEMENT &amp; COMMUNICATIONS ROOM</b>																												
Maintain/replace supply/extraction/inline fans				Fantech, JetVent					Inspect/Service	Annually											X					X		
Service/replace HVAC monitor/variable driver				ABB					Inspect/Service	Annually											X					X		
Service/replace CO <sup>2</sup> monitors									Inspect/Service	Annually							X									X		
Repaint walls/columns									Routine/Safety	Annually									X									
Repair/replace sewer pumps				Qmax					Inspect/Service	Annually												X						
Maintain/repair ventilation ducting									Routine	Annually															X			
Repaint door faces									Routine	Annually									X									
Maintain/replace main garage door									Routine	Annually																X		
Maintain/repair main garage door running gear									Inspect/Service	Annually					X						X							
Service/replace garage door motor				Axess Pro 3100					Inspect/Service	Annually									X									
Service/replace stormwater pumps									Inspect/Service	Annually												X						
Maintain/replace stormwater pump controller				Qmax					Inspect/Service	Annually																X		
Clean/maintain pump pits & enclosures									Routine	Annually																		
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																												
Maintain concrete driveway									Routine/Safety	Annually												X						
Maintain/repaint bollards									Routine/Safety	Annually										X								
Repaint line marking									Routine/Safety	Annually										X								
Replace traffic mirror									Routine/Safety	Annually										X								
Maintain/replace wheelstops									Routine/Safety	Annually								X										
Maintain/replace tactiles to pathways									Routine/Safety	Annually																		
Pressure wash driveway, remove residue									Routine/Safety	Annually																		
<b>ENTRY FOYER</b>																												
Repaint walls									Routine	Annually										X								
Maintain aluminium lined ceiling									Routine	Annually															X			
Repaint ceiling									Routine	Annually										X								
Maintain floor tiles									Routine/Safety	Annually												X						
Repaint door faces									Routine	Annually										X								

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General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for Inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)	Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate													
<b>EXTERNAL WORKS &amp; BIN ENCLOSURE</b>																										
Maintain bin enclosure				Routine		Annually		OC	35						X										X	
Maintain common pipework						Annually		Licensed Plumber	Ad Hoc								X								X	
Maintenance of walkways				Routine/Safety		Annually		OC	50						X											
Service/repair bin enclosure roller shutter door				Inspect/Service		Annually		Licensed Contractor	25																X	
Replace bin enclosure roller shutter door motors				Inspect/Service		Annually		Licensed Contractor	10									X								
Pressure wash pathways, remove residue				Routine/Safety		Annually		OC	As required																	
<b>FENCING</b>																										
Repair/replace colourbond fencing				Routine		Annually		OC	35																X	
Repair/replace timber fencing				Routine		Annually		OC	25															X		
<b>FURNITURE &amp; FITTINGS</b>																										
Maintain signage				Routine		Annually		OC	15															X		
Provision to replace mail boxes	Mailsafe			Routine		Annually		OC	25																X	
Provision to replace emergency & exit lights	Ektor			Compliance	AS2293.2-1995	Annually		Licensed Contractor	10						X		X			X					X	
Ongoing replacement of common area lighting				Routine/Safety		Annually		OC	15						X										X	
Repair/replace keypads, security controllers	Rosslare			Inspect/Service		Annually		Licensed Contractor	8				X				X								X	
Provision to upgrade card/touch swipe/tag readers	ICT			Inspect/Service		Annually		Licensed Contractor	12				X				X								X	
Maintain/replace intercom systems, handsets & associated equipment	Comelit			Inspect/Service		Annually		Licensed Contractor	15																X	
Maintain/replace door closers	Yale			Routine		Annually		OC	20							X									X	
Maintain/replace door hardware				Routine		Annually		OC	20												X					
Inspect/Maintain Electrical Switchboard & RCDs				Compliance	AS/NZS 3000:2018	Biannually		Licensed Electrician	30																	
<b>LANDSCAPING</b>																										
Repair/replace planter box membrane				Routine		Annually		OC	Ad Hoc																	
Repair/replace planters				Routine		Annually		OC	Ad Hoc																	
Replace/refurbish garden mulch				Routine		Annually		OC	As required																	
Replace/refurbish pebbles/stones				Routine		Annually		OC	As required																	
Remove/trim large trees				Routine		Annually		OC	As required																	
<b>AMENITIES</b>																										
Maintain toilets/washroom				Routine/Safety		Annually		OC	15															X		
Maintain/replace extraction fans				Routine		Annually		OC	15															X		
Maintain floor & wall tiling				Routine/Safety		Annually		OC	40															X		
Maintain/replace hand dryer	Dyson Airblade			Inspect/Service		Annually		Licensed Contractor	6					X									X			
Replace stalls, toilets & basin				Routine/Safety		Annually		OC	15																X	
Repaint ceilings				Routine		Annually		OC	10										X							
<b>STAIRWELL</b>																										
Repaint door faces				Routine		Annually		OC	10										X							

# ACT MAINTENANCE PLAN

Branx - Plan No 14264 (Class A)

16 Lonsdale Street, Braddon, ACT 2612

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Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)									Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate				
<b>FIRE PROTECTION SYSTEMS &amp; EVACUATION</b>																									
Maintain hydrant/sprinkler booster pumps and controllers	Kelair Pumps			Compliance	AS1851-2012	Monthly		Licenced Contractor	15																X
Maintain/service Fire Panel & associated detection equipment	Notifier AFP 3030			Compliance	AS1851-2012	Monthly		Licenced Contractor	15																X
Maintain fire hose reels	BFI			Compliance	AS1851-2012	6 monthly	Sep-22	Licenced Contractor	20																X
Maintain/replace portable fire extinguishers		ABE Powder & CO2		Compliance	AS1851-2012	6 monthly	Sep-22	Licenced Contractor	5				X						X						X
Maintain/replace jacking pumps	Grundfos			Compliance	AS1851-2012	Monthly		Licenced Contractor	15										X						
Maintain/overhaul sprinkler pumps	Lowara PKM40/B			Compliance	AS1851-2012	Monthly		Licenced Contractor	15										X						
Maintain/replace pressure tank	PWLG-8-16			Compliance	AS1851-2012	Monthly		Licenced Contractor	12										X						
Maintain/replace fire hydrant valve assemblies & seals				Compliance	AS1851-2012	6 Monthly	Sep-22	Licenced Contractor	30					X						X					X
Inspect/maintain fire separating services - Doors, windows, shutters, smoke doors, curtains				Compliance	AS1851-2012	6mthly - Annually		Licenced Contractor	As required																
Review travel paths and exits				Compliance	AS1851-2012	3 monthly		OC																	
<b>LOBBIES</b>																									
Repaint walls				Routine		Annually		OC	10										X						
Repaint ceiling				Routine		Annually		OC	10										X						
Repair/replace carpet				Routine/Safety		Annually		OC	12											X					
Repaint door faces				Routine		Annually		OC	10										X						
Maintain floor tiles				Routine/Safety		Annually		OC	40											X					
<b>ROOF</b>																									
Maintain/replace guttering				Routine		Annually		OC	35																X
Maintain metal roof fixings/flashings				Routine		5 yearly		Licenced Contractor	50																X
Repair/replace balcony membranes				Routine		Annually		OC	Ad Hoc															X	
<b>PLANT &amp; EQUIPMENT</b>																									
Maintain/refurbish lift interior	Schindler 1179Kg, 15 Person Lift			Routine		Annually		OC	25																X
Maintain/service lift components	Schindler 1179Kg, 15 Person Lift			Inspect/Service	AS1735	per Agreement		Licenced Contractor	30																X
Maintain/replace airconditioner systems	Mitsubishi Electric			Inspect/Service		Annually		Licenced Contractor	10											X					
Maintain/replace hot water pumps	Grundfos			Inspect/Service		per Agreement		Licenced Contractor	12								X								
Maintain/replace instant hot water heating systems	Rheem Commercial			Inspect/Service		per Agreement	Jul-22	Licenced Contractor	20											X					
Repair/replace hot water heater tank	Rheem			Inspect/Service		Annually		Licenced Contractor	12															X	
Maintain/replace controller	Rheem Tankpak			Inspect/Service		Annually		Licenced Contractor	20												X				
<b>Inspection Types</b>																									
Routine - A rudimentary inspection to ascertain that the item is in generally good order with no deterioration or damage that may require attention or repair																									
Routine/safety - As per Routine, paying particular attention to items that may cause injury to owners/occupants/visitors																									
Service - An inspection where some additional level of attention or maintenance may be required, e.g. Cleaning a pump well																									
Inspect/service - Inspect to ascertain operation is normal and rectify any issues																									
Compliance - Inspect, test and maintain as necessary to ensure that the item meets a particular Regulation or Standard																									

# Sinking Fund Plan

## Branx

**16 Lonsdale Street, Braddon, ACT 2612**

**Scheme Number: 14264**



***COMPILED BY VON HARAMINA***

**On 7 October 2022 for the  
15 Years Commencing: 1 June 2022  
QIA Job Reference Number: 179255**

Professional Indemnity Insurance Policy Number 1411189338 PLP  
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QIA Group Pty Ltd  
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QIA Group Pty Ltd

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## INTRODUCTION

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

## LOCATION

16 Lonsdale Street, Braddon, ACT 2612

## REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$18.65

## METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

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

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

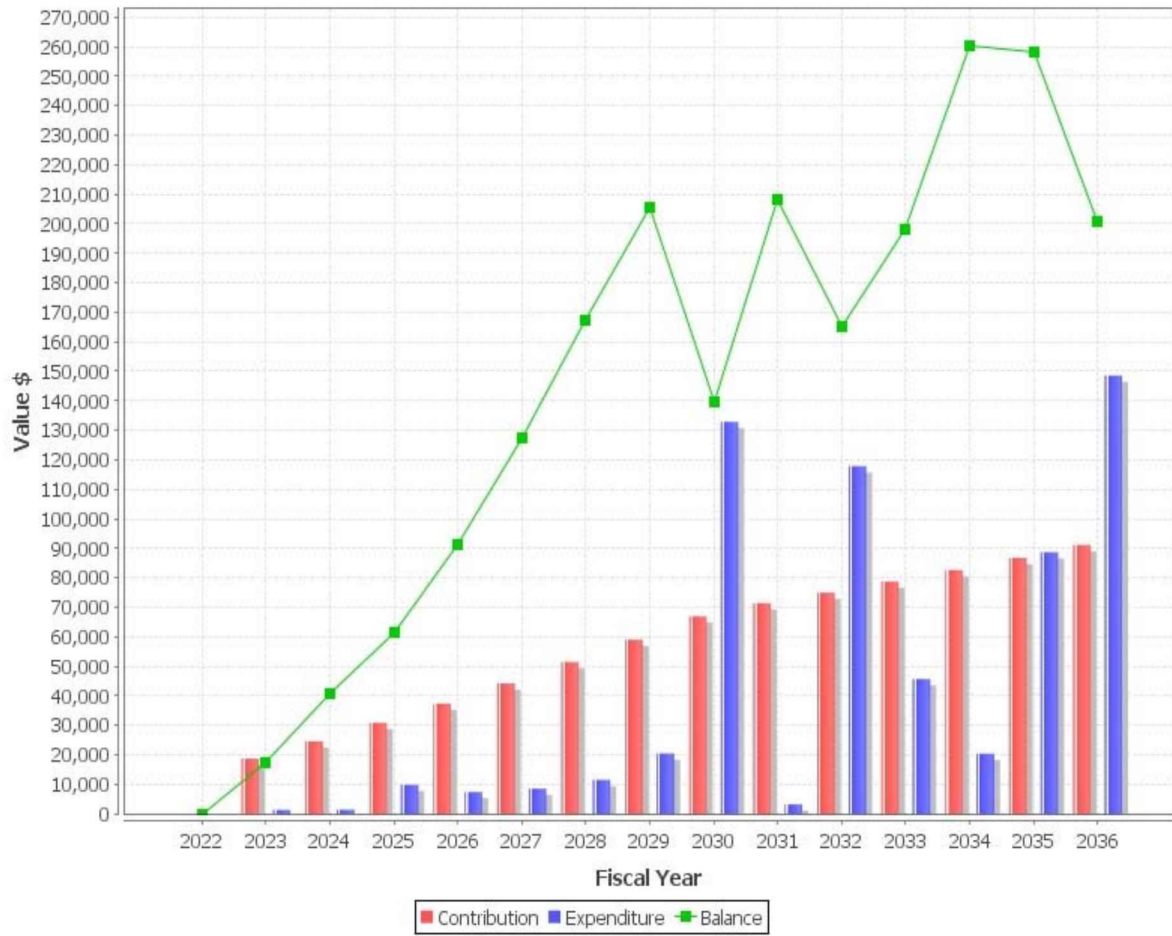
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

### SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/06/2022	\$0	\$0	\$0.00	\$0	\$0
2	01/06/2023	\$0	\$18,653	\$18.65	\$1,337	\$17,316
3	01/06/2024	\$17,316	\$24,586	\$24.59	\$1,404	\$40,498
4	01/06/2025	\$40,498	\$30,815	\$30.82	\$9,839	\$61,475
5	01/06/2026	\$61,475	\$37,356	\$37.36	\$7,377	\$91,454
6	01/06/2027	\$91,454	\$44,224	\$44.22	\$8,487	\$127,190
7	01/06/2028	\$127,190	\$51,435	\$51.44	\$11,473	\$167,152
8	01/06/2029	\$167,152	\$59,007	\$59.01	\$20,456	\$205,703
9	01/06/2030	\$205,703	\$66,957	\$66.96	\$132,834	\$139,826
10	01/06/2031	\$139,826	\$71,365	\$71.36	\$3,196	\$207,996
11	01/06/2032	\$207,996	\$74,933	\$74.93	\$117,814	\$165,115
12	01/06/2033	\$165,115	\$78,680	\$78.68	\$45,666	\$198,129
13	01/06/2034	\$198,129	\$82,614	\$82.61	\$20,426	\$260,317
14	01/06/2035	\$260,317	\$86,745	\$86.74	\$88,665	\$258,397
15	01/06/2036	\$258,397	\$91,082	\$91.08	\$148,499	\$200,979

### SINKING FUND FORECAST MOVEMENT



## SUMMARY OF ANNUAL FORECAST EXPENDITURE

<b>June 2023</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,337
<u>Total Forecast Expenditure for year - June 2023 (Inc GST):</u>		<u>\$1,337</u>
Includes GST amount of :		\$122
<b>June 2024</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,404
<u>Total Forecast Expenditure for year - June 2024 (Inc GST):</u>		<u>\$1,404</u>
Includes GST amount of :		\$128
<b>June 2025</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,474
<b>FURNITURE &amp; FITTINGS</b>		
- Provision to upgrade keypad/swipe readers		\$5,744
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace portable fire extinguishers		\$2,621
<u>Total Forecast Expenditure for year - June 2025 (Inc GST):</u>		<u>\$9,839</u>
Includes GST amount of :		\$894
<b>June 2026</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$1,548

**BASEMENT & COMMUNICATIONS ROOM**

- Maintain/repair main garage door running gear	\$1,223
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**AMENITIES**

- Replace hand dryer	\$3,650
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**FIRE PROTECTION SYSTEMS**

- Provision to replace hydrant valve assemblies & seals	\$956
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<u>Total Forecast Expenditure for year - June 2026 (Inc GST):</u>	<u>\$7,377</u>
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Includes GST amount of :	\$671
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**June 2027**

Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,625
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**EXTERNAL WORKS & GARBAGE ROOMS**

- Maintain bin enclosure	\$1,362
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**FURNITURE & FITTINGS**

- Install/Replace sensors/exits/emergency lighting	\$4,432
--	---------

- Ongoing partial replacement of exterior lighting	\$1,069
--	---------

<u>Total Forecast Expenditure for year - June 2027 (Inc GST):</u>	<u>\$8,487</u>
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Includes GST amount of :	\$772
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**June 2028**

Expense Inc GST
--------------------

**SUPERSTRUCTURE**

- Replace window fixtures and fittings	\$2,535
--	---------

- Capital Replacement - General	\$1,706
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**BASEMENT & COMMUNICATIONS ROOM**

- Provision for CO sensor replacement	\$851
---------------------------------------	-------

**EXTERNAL WORKS & GARBAGE ROOMS**

- Ongoing partial maintenance of walkways	\$3,780
---	---------

**FURNITURE & FITTINGS**

- Provision to replace door closers	\$2,600
<u>Total Forecast Expenditure for year - June 2028 (Inc GST):</u>	<u>\$11,473</u>
Includes GST amount of :	\$1,043

**June 2029**Expense  
Inc GST**SUPERSTRUCTURE**

- Maintain aluminium glass doors	\$1,316
- Maintain screens/louvres/rails/frames	\$2,633
- Provision to replace balustrade fixings	\$2,016
- Capital Replacement - General	\$1,792

**DRIVEWAYS, PATHWAYS & PARKING**

- Provision to replace wheel stops	\$1,422
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**EXTERNAL WORKS & GARBAGE ROOMS**

- Maintain common pipework	\$1,770
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**PLANT & EQUIPMENT**

- Replace hot water pumps	\$9,507
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<u>Total Forecast Expenditure for year - June 2029 (Inc GST):</u>	<u>\$20,456</u>
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Includes GST amount of :	\$1,860
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**June 2030**Expense  
Inc GST**SUPERSTRUCTURE**

- Repaint buildings	\$12,167
- Repaint breezeway	\$2,747
- Scaffold/access equip allowance	\$16,800
- Repaint handrails	\$3,113
- Repaint metal stairway	\$2,807
- Capital Replacement - General	\$1,881

**BASEMENT & COMMUNICATIONS ROOM**

- Repaint walls/columns	\$2,826
- Repaint door face	\$921
- Replace garage door motor	\$2,253

**DRIVEWAYS, PATHWAYS & PARKING**

- Repaint bollards	\$1,208
- Repaint line marking	\$4,575
- Replace traffic mirror	\$1,195

**ENTRY FOYER**

- Repaint walls	\$2,119
- Repaint ceiling	\$1,452
- Repaint door faces	\$307

**EXTERNAL WORKS & GARBAGE ROOMS**

- Replace bin enclosure roller shutter door motors	\$4,505
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**FURNITURE & FITTINGS**

- Install/Replace sensors/exits/emergency lighting	\$5,130
- Provision to upgrade keypad/swipe readers	\$7,331

**AMENITIES**

- Repaint ceiling	\$2,041
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**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers	\$3,345
- Replace jacking pump	\$3,669
- Replace sprinkler pumps	\$5,077
- Provision to replace pressure tank	\$874

**LOBBIES**

- Repaint walls	\$21,194
- Repaint ceiling	\$8,870
- Repaint door face	\$11,321

**STAIRWELL**

- Repaint door face	\$3,106
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<u>Total Forecast Expenditure for year - June 2030 (Inc GST):</u>	<u>\$132,834</u>
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Includes GST amount of :	\$12,076
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**June 2031**

Expense Inc GST
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**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,975
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**FIRE PROTECTION SYSTEMS**

- Provision to replace hydrant valve assemblies & seals	\$1,220
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<u>Total Forecast Expenditure for year - June 2031 (Inc GST):</u>	<u>\$3,196</u>
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Includes GST amount of :	\$291
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**June 2032**

Expense Inc GST
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**SUPERSTRUCTURE**

- Maintain balcony/verandah floor tiles	\$10,980
- Capital Replacement - General	\$2,074

**BASEMENT & COMMUNICATIONS ROOM**

- Replace exhaust/supply fans	\$16,391
- Maintain/repair main garage door running gear	\$1,639

**DRIVEWAYS, PATHWAYS & PARKING**

- Maintain driveway 3% of total	\$2,897
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**ENTRY FOYER**

- Maintain floor tiles	\$1,547
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**FURNITURE & FITTINGS**

- Provision to upgrade intercom systems & associated equipment in 15 years (partial accrual) 20%	\$5,731
- Provision to replace door hardware	\$2,086

**AMENITIES**

- Maintain toilets/washroom	\$1,164
- Replace extraction fans	\$3,793
- Maintain wall & floor tiles	\$2,831
- Replace hand dryer	\$4,892

**LOBBIES**

- Replace carpet	\$40,412
- Maintain floor tiles	\$2,272

**PLANT & EQUIPMENT**

- Maintain air conditioning systems	\$5,296
- Provision to replace instant hot water heaters	\$13,809

Total Forecast Expenditure for year - June 2032 (Inc GST): \$117,814

Includes GST amount of : \$10,710

**June 2033**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,178
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**BASEMENT & COMMUNICATIONS ROOM**

- Replace sewer pumps	\$5,452
- Replace stormwater pumps	\$5,452

**FENCING**

- Replace timber fencing in 12 years	\$3,552
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**FURNITURE & FITTINGS**

- Maintain signage	\$1,659
- Install/Replace sensors/exits/emergency lighting	\$5,939
- Provision to upgrade intercom systems & associated equipment in 15 years (partial accrual) 20%	\$6,017

**FIRE PROTECTION SYSTEMS**

- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual) 20%	\$11,258
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**PLANT & EQUIPMENT**

- Maintain/replace Rheem Tankpak/controller	\$4,158
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<u>Total Forecast Expenditure for year - June 2033 (Inc GST):</u>	<u>\$45,666</u>
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Includes GST amount of :	\$4,151
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**June 2034**

Expense
Inc GST

**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,287
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**FURNITURE & FITTINGS**

- Provision to upgrade intercom systems & associated equipment in 15 years (partial accrual) 20%	\$6,318
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**FIRE PROTECTION SYSTEMS**

- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual) 20%	\$11,821
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<u>Total Forecast Expenditure for year - June 2034 (Inc GST):</u>	<u>\$20,426</u>
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Includes GST amount of :	\$1,857
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**June 2035**

Expense
Inc GST

**SUPERSTRUCTURE**

- Maintain aluminium glass doors	\$1,764
- Capital Replacement - General	\$2,401

**BASEMENT & COMMUNICATIONS ROOM**

- Maintain ventilation ducting	\$2,378
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**ENTRY FOYER**

- Maintain aluminium lined ceiling	\$2,096
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**EXTERNAL WORKS & GARBAGE ROOMS**

- Maintain bin enclosure	\$2,012
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$1,579
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- Provision to upgrade keypad/swipe readers	\$9,356
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- Provision to upgrade intercom systems & associated equipment in 15 years (partial accrual) 20%	\$6,634
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**AMENITIES**

- Provision to replace stalls, toilets and basins	\$2,074
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**FIRE PROTECTION SYSTEMS**

- Maintain hydrant/sprinkler booster pumps and controllers	\$16,378
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- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual) 20%	\$12,412
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- Provision to replace fire hose reels	\$2,940
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- Provision to replace portable fire extinguishers	\$4,269
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**ROOF**

- Provision partial balcony membrane replacement	\$18,776
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**PLANT & EQUIPMENT**

- Provision to replace hot water heater tank	\$3,594
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<u>Total Forecast Expenditure for year - June 2035 (Inc GST):</u>	<u>\$88,665</u>
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Includes GST amount of :	\$8,060
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**June 2036**Expense  
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,521
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**BASEMENT & COMMUNICATIONS ROOM**

- Replace exhaust/supply fans	\$19,923
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- Provision for CO sensor replacement	\$1,258
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- Provision to replace garage door in 23 years (partial accrual) 20%	\$3,842
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**EXTERNAL WORKS & GARBAGE ROOMS**

- Maintain common pipework	\$2,490
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- Provision to replace roller shutter doors in 23 years (partial accrual) 20%	\$1,784
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**FURNITURE & FITTINGS**

- Provision to replace mail boxes in 23 years (partial accrual) 20%	\$2,442
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- Install/Replace sensors/exits/emergency lighting	\$6,875
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- Provision to upgrade intercom systems & associated equipment in 15 years (partial accrual) 20%	\$6,966
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- Provision to replace door closers	\$3,842
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**FIRE PROTECTION SYSTEMS**

- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual) 20%	\$13,033
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- Provision to replace hydrant valve assemblies & seals	\$1,558
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**ROOF**

- Provision to replace guttering in 31 years (partial accrual) 20%	\$2,024
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- Provision to replace metal roof in 39 years (partial accrual) 20%	\$34,664
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**PLANT & EQUIPMENT**

- Refurbish lift interior in 23 years (partial accrual) 20%	\$4,116
- Allowance for mechanical upgrade of lift in 31 years (partial accrual) 20%	\$41,163
<u>Total Forecast Expenditure for year - June 2036 (Inc GST):</u>	<u>\$148,499</u>
Includes GST amount of :	\$13,500

## ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>SUPERSTRUCTURE</b>																		
- Repaint buildings	\$7,130	2030	10									12167						
- Replace window fixtures and fittings	\$1,638	2028	9							2535								
- Repaint breezeway	\$1,610	2030	10									2747						
- Scaffold/access equip allowance	\$9,845	2030	10									16800						
- Maintain aluminium glass doors	\$810	2029	6								1316						1764	
- Maintain screens/louvres/rails/frames	\$1,620	2029	9								2633							
- Provision to replace balustrade fixings	\$1,240	2029	8								2016							
- Repaint handrails	\$1,824	2030	10									3113						
- Repaint metal stairway	\$1,645	2030	10									2807						
- Maintain balcony/verandah floor tiles	\$5,836	2032	7										10980					
- Capital Replacement - General	\$1,102	2023	1		1337	1404	1474	1548	1625	1706	1792	1881	1975	2074	2178	2287	2401	2521
<b>BASEMENT &amp; COMMUNICATIONS ROOM</b>																		
- Replace exhaust/supply fans	\$8,712	2032	4											16391				19923
- Provision for CO sensor replacement	\$550	2028	8							851								1258
- Repaint walls/columns	\$1,656	2030	10									2826						
- Replace sewer pumps	\$2,760	2033	5												5452			
- Maintain ventilation ducting	\$1,092	2035	15														2378	
- Repaint door face	\$540	2030	10									921						
- Provision to replace garage door in 23 years (partial accrual) 20%	\$1,680	2036	2															3842
- Maintain/repair main garage door running gear	\$871	2026	6					1223						1639				
- Replace garage door motor	\$1,320	2030	10									2253						
- Replace stormwater pumps	\$2,760	2033	5												5452			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain driveway 3% of total	\$1,540	2032	12											2897				
- Repaint bollards	\$708	2030	10									1208						
- Repaint line marking	\$2,681	2030	10									4575						
- Replace traffic mirror	\$700	2030	10									1195						
- Provision to replace wheel stops	\$875	2029	8								1422							
<b>ENTRY FOYER</b>																		
- Repaint walls	\$1,242	2030	10									2119						
- Maintain aluminium lined ceiling	\$962	2035	15														2096	
- Repaint ceiling	\$851	2030	10									1452						
- Maintain floor tiles	\$822	2032	7											1547				
- Repaint door faces	\$180	2030	10									307						
<b>EXTERNAL WORKS &amp; GARBAGE ROOMS</b>																		
- Maintain bin enclosure	\$924	2027	8						1362								2012	
- Maintain common pipework	\$1,089	2029	7								1770							2490
- Ongoing partial maintenance of walkways	\$2,442	2028	12							3780								
- Provision to replace roller shutter doors in 23 years (partial accrual) 20%	\$780	2036	2															1784
- Replace bin enclosure roller shutter door motors	\$2,640	2030	10									4505						
<b>FENCING</b>																		
- Replace timber fencing in 12 years	\$1,798	2033	25												3552			

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$840	2033	15												1659			
- Provision to replace mail boxes in 23 years (partial accrual) 20%	\$1,068	2036	1															2442
- Install/Replace sensors/exits/emergency lighting	\$3,006	2027	3						4432			5130			5939			6875
- Ongoing partial replacement of exterior lighting	\$725	2027	8						1069								1579	
- Provision to upgrade keypad/swipe readers	\$4,296	2025	5				5744					7331					9356	
- Provision to upgrade intercom systems & associated equipment in 15 years (partial accrual) 20%	\$3,046	2032	1											5731	6017	6318	6634	6966
- Provision to replace door closers	\$1,680	2028	8							2600								3842
- Provision to replace door hardware	\$1,109	2032	9											2086				
<b>AMENITIES</b>																		
- Maintain toilets/washroom	\$619	2032	12											1164				
- Replace extraction fans	\$2,016	2032	12											3793				
- Maintain wall & floor tiles	\$1,505	2032	7											2831				
- Replace hand dryer	\$2,600	2026	6					3650						4892				
- Provision to replace stalls, toilets and basins	\$952	2035	4														2074	
- Repaint ceiling	\$1,196	2030	10									2041						
<b>FIRE PROTECTION SYSTEMS</b>																		
- Maintain hydrant/sprinkler booster pumps and controllers	\$7,520	2035	15															16378
- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual) 20%	\$5,699	2033	1												11258	11821	12412	13033
- Provision to replace fire hose reels	\$1,350	2035	20															2940
- Provision to replace portable fire extinguishers	\$1,960	2025	5				2621					3345						4269
- Replace jacking pump	\$2,150	2030	10									3669						
- Replace sprinkler pumps	\$2,975	2030	10									5077						
- Provision to replace pressure tank	\$512	2030	10									874						
- Provision to replace hydrant valve assemblies & seals	\$681	2026	5					956					1220					1558

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>LOBBIES</b>																		
- Repaint walls	\$12,420	2030	10									21194						
- Repaint ceiling	\$5,198	2030	10									8870						
- Replace carpet	\$21,480	2032	12											40412				
- Repaint door face	\$6,634	2030	10									11321						
- Maintain floor tiles	\$1,208	2032	7											2272				
<b>ROOF</b>																		
- Provision to replace guttering in 31 years (partial accrual) 20%	\$885	2036	4															2024
- Provision to replace metal roof in 39 years (partial accrual) 20%	\$15,158	2036	6															34664
- Provision partial balcony membrane replacement	\$8,621	2035	15														18776	
<b>STAIRWELL</b>																		
- Repaint door face	\$1,820	2030	10									3106						
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interior in 23 years (partial accrual) 20%	\$1,800	2036	2															4116
- Allowance for mechanical upgrade of lift in 31 years (partial accrual) 20%	\$18,000	2036	4															41163
- Maintain air conditioning systems	\$2,815	2032	12											5296				
- Replace hot water pumps	\$5,850	2029	9								9507							
- Provision to replace instant hot water heaters	\$7,340	2032	12											13809				
- Provision to replace hot water heater tank	\$1,650	2035	15														3594	
- Maintain/replace Rheem Tankpak/controller	\$2,105	2033	14											4158				
<b>Total</b>				0	1337	1404	9839	7377	8487	11473	20456	132834	3196	117814	45666	20426	88665	148499
<b>Includes GST amount of</b>				0	122	128	894	671	772	1043	1860	12076	291	10710	4151	1857	8060	13500

### ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>SUPERSTRUCTURE</b>																		
- Repaint buildings	\$7,130	2030	10	1103	2262	3479	4756	6097	7505	8984	10537	12167	1576	3230	4967	6791	8706	10717
- Replace window fixtures and fittings	\$1,638	2028	9	311	638	982	1342	1720	2118	2535	357	731	1124	1537	1970	2426	2903	3405
- Repaint breezeway	\$1,610	2030	10	249	511	785	1074	1377	1695	2028	2379	2747	356	729	1121	1533	1965	2419
- Scaffold/access equip allowance	\$9,845	2030	10	1524	3123	4803	6567	8419	10363	12405	14549	16800	2176	4460	6859	9377	12022	14799
- Maintain aluminium glass doors	\$810	2029	6	138	283	434	594	762	937	1122	1316	259	532	818	1118	1433	1764	347
- Maintain screens/louvres/rails/frames	\$1,620	2029	9	276	565	869	1188	1524	1876	2245	2633	370	759	1168	1596	2047	2519	3016
- Provision to replace balustrade fixings	\$1,240	2029	8	211	433	666	910	1167	1436	1719	2016	312	639	983	1344	1723	2121	2539
- Repaint handrails	\$1,824	2030	10	282	579	890	1217	1560	1920	2299	2696	3113	403	826	1271	1737	2227	2742
- Repaint metal stairway	\$1,645	2030	10	255	522	803	1097	1407	1732	2073	2431	2807	363	745	1146	1567	2009	2472
- Maintain balcony/verandah floor tiles	\$5,836	2032	7	773	1584	2436	3331	4271	5257	6293	7380	8522	9721	10980	1897	3890	5982	8178
- Capital Replacement - General	\$1,102	2023	1	652	1337	1404	1474	1548	1625	1706	1792	1881	1975	2074	2178	2287	2401	2521
<b>BASEMENT &amp; COMMUNICATIONS ROOM</b>																		
- Replace exhaust/supply fans	\$8,712	2032	4	1154	2365	3637	4973	6375	7848	9394	11017	12722	14512	16391	4622	9476	14572	19923
- Provision for CO sensor replacement	\$550	2028	8	105	214	329	450	578	711	851	132	270	415	568	728	896	1073	1258
- Repaint walls/columns	\$1,656	2030	10	256	525	808	1105	1416	1743	2087	2447	2826	366	750	1154	1577	2022	2489
- Replace sewer pumps	\$2,760	2033	5	343	702	1080	1476	1893	2330	2789	3271	3777	4308	4866	5452	1259	2581	3970
- Maintain ventilation ducting	\$1,092	2035	15	121	249	383	523	670	825	988	1159	1338	1526	1724	1931	2149	2378	229
- Repaint door face	\$540	2030	10	84	171	263	360	462	568	680	798	921	119	244	376	514	659	811
- Provision to replace garage door in 23 years (partial accrual) 20%	\$1,680	2036	2	178	365	561	767	984	1211	1450	1700	1963	2239	2529	2834	3154	3489	3842
- Maintain/repair main garage door running gear	\$871	2026	6	221	454	698	954	1223	241	494	760	1039	1331	1639	323	662	1018	1392
- Replace garage door motor	\$1,320	2030	10	204	419	644	881	1129	1390	1664	1951	2253	292	598	920	1257	1612	1984
- Replace stormwater pumps	\$2,760	2033	5	343	702	1080	1476	1893	2330	2789	3271	3777	4308	4866	5452	1259	2581	3970

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain driveway 3% of total	\$1,540	2032	12	204	418	643	879	1127	1387	1660	1947	2248	2565	2897	327	670	1030	1409
- Repaint bollards	\$708	2030	10	110	225	345	472	605	745	892	1046	1208	156	321	493	674	864	1064
- Repaint line marking	\$2,681	2030	10	415	851	1308	1788	2293	2822	3378	3962	4575	592	1215	1868	2554	3274	4030
- Replace traffic mirror	\$700	2030	10	108	222	342	467	599	737	882	1035	1195	155	317	488	667	855	1052
- Provision to replace wheel stops	\$875	2029	8	149	305	469	642	823	1013	1212	1422	220	451	693	948	1215	1496	1791
<b>ENTRY FOYER</b>																		
- Repaint walls	\$1,242	2030	10	192	394	606	828	1062	1307	1565	1835	2119	274	562	865	1183	1516	1866
- Maintain aluminium lined ceiling	\$962	2035	15	107	219	337	461	591	727	871	1021	1179	1345	1519	1702	1894	2096	202
- Repaint ceiling	\$851	2030	10	132	270	415	568	728	896	1072	1257	1452	188	385	593	810	1039	1279
- Maintain floor tiles	\$822	2032	7	109	223	343	469	602	741	887	1040	1201	1370	1547	267	548	843	1152
- Repaint door faces	\$180	2030	10	28	57	88	120	154	189	227	266	307	40	81	125	171	220	270
<b>EXTERNAL WORKS &amp; GARBAGE ROOMS</b>																		
- Maintain bin enclosure	\$924	2027	8	200	410	631	863	1106	1362	211	432	664	908	1164	1433	1716	2012	311
- Maintain common pipework	\$1,089	2029	7	185	380	584	799	1024	1261	1509	1770	306	627	964	1318	1690	2080	2490
- Ongoing partial maintenance of walkways	\$2,442	2028	12	464	952	1464	2001	2565	3158	3780	426	874	1344	1838	2356	2901	3472	4072
- Provision to replace roller shutter doors in 23 years (partial accrual) 20%	\$780	2036	2	83	169	261	356	457	562	673	789	912	1040	1175	1316	1464	1620	1784
- Replace bin enclosure roller shutter door motors	\$2,640	2030	10	409	838	1288	1761	2258	2779	3326	3901	4505	583	1196	1839	2515	3224	3968
<b>FENCING</b>																		
- Provision to replace colorbond fencing in 25 years	\$910	2046	35	71	146	224	306	392	483	578	678	783	893	1009	1130	1258	1392	1532
- Replace timber fencing in 12 years	\$1,798	2033	25	223	457	703	962	1233	1518	1817	2131	2461	2807	3170	3552	252	517	794

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>FURNITURE &amp; FITTINGS</b>																		
- Maintain signage	\$840	2033	15	104	214	329	449	576	709	849	995	1149	1311	1481	1659	160	328	504
- Provision to replace mail boxes in 23 years (partial accrual) 20%	\$1,068	2036	1	113	232	357	488	625	770	921	1081	1248	1423	1608	1801	2005	2218	2442
- Install/Replace sensors/exits/emergency lighting	\$3,006	2027	3	652	1336	2054	2808	3600	4432	1627	3336	5130	1884	3862	5939	2181	4471	6875
- Ongoing partial replacement of exterior lighting	\$725	2027	8	157	322	495	677	868	1069	165	339	521	713	914	1125	1346	1579	244
- Provision to upgrade keypad/swipe readers	\$4,296	2025	5	1333	2732	4201	5744	1327	2720	4183	5718	7331	1693	3471	5338	7298	9356	2161
- Provision to upgrade intercom systems & associated equipment in 15 years (partial accrual) 20%	\$3,046	2032	1	403	827	1272	1739	2229	2744	3284	3852	4448	5074	5731	6017	6318	6634	6966
- Provision to replace door closers	\$1,680	2028	8	319	655	1007	1376	1765	2172	2600	402	825	1268	1734	2223	2737	3276	3842
- Provision to replace door hardware	\$1,109	2032	9	147	301	463	633	811	999	1196	1402	1619	1847	2086	293	602	925	1265
<b>AMENITIES</b>																		
- Maintain toilets/washroom	\$619	2032	12	82	168	258	353	453	557	667	782	903	1031	1164	131	269	414	566
- Replace extraction fans	\$2,016	2032	12	267	547	842	1151	1475	1816	2174	2549	2944	3358	3793	428	877	1349	1844
- Maintain wall & floor tiles	\$1,505	2032	7	199	409	628	859	1101	1355	1622	1903	2197	2506	2831	489	1003	1542	2108
- Replace hand dryer	\$2,600	2026	6	661	1354	2082	2847	3650	719	1474	2267	3100	3974	4892	964	1976	3038	4154
- Provision to replace stalls, toilets and basins	\$952	2035	4	106	217	334	456	585	720	862	1011	1167	1331	1503	1684	1874	2074	585
- Repaint ceiling	\$1,196	2030	10	185	379	584	798	1023	1259	1507	1768	2041	264	542	833	1139	1460	1798

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>FIRE PROTECTION SYSTEMS</b>																		
- Maintain hydrant/sprinkler booster pumps and controllers	\$7,520	2035	15	836	1713	2634	3602	4618	5684	6804	7980	9215	10511	11872	13301	14802	16378	1578
- Provision to upgrade Fire Panel & associated detection equipment in 16 years (partial accrual) 20%	\$5,699	2033	1	707	1450	2230	3049	3908	4811	5759	6754	7799	8896	10048	11258	11821	12412	13033
- Provision to replace fire hose reels	\$1,350	2035	20	150	308	473	647	829	1020	1221	1432	1654	1887	2131	2388	2657	2940	236
- Provision to replace portable fire extinguishers	\$1,960	2025	5	608	1247	1917	2621	605	1241	1908	2609	3345	773	1584	2436	3330	4269	986
- Replace jacking pump	\$2,150	2030	10	333	682	1049	1434	1839	2263	2709	3177	3669	475	974	1498	2048	2625	3232
- Replace sprinkler pumps	\$2,975	2030	10	460	944	1452	1985	2544	3132	3749	4397	5077	657	1348	2073	2834	3633	4472
- Provision to replace pressure tank	\$512	2030	10	79	162	250	342	438	539	645	757	874	113	232	357	488	625	770
- Provision to replace hydrant valve assemblies & seals	\$681	2026	5	173	355	545	746	956	221	453	696	952	1220	282	578	889	1215	1558
<b>LOBBIES</b>																		
- Repaint walls	\$12,420	2030	10	1922	3940	6059	8284	10621	13074	15650	18354	21194	2745	5627	8653	11830	15166	18669
- Repaint ceiling	\$5,198	2030	10	804	1649	2536	3467	4445	5472	6550	7682	8870	1149	2355	3621	4951	6347	7813
- Replace carpet	\$21,480	2032	12	2845	5831	8967	12260	15718	19348	23160	27163	31366	35779	40412	4559	9347	14374	19652
- Repaint door face	\$6,634	2030	10	1027	2105	3237	4425	5673	6984	8359	9804	11321	1466	3005	4622	6319	8101	9972
- Maintain floor tiles	\$1,208	2032	7	160	328	504	689	884	1088	1302	1527	1763	2012	2272	393	805	1237	1692
<b>ROOF</b>																		
- Provision to replace guttering in 31 years (partial accrual) 20%	\$885	2036	4	94	192	296	404	518	638	764	896	1034	1180	1333	1493	1661	1838	2024
- Provision to replace metal roof in 39 years (partial accrual) 20%	\$15,158	2036	6	1606	3293	5064	6924	8876	10927	13079	15340	17713	20205	22822	25569	28454	31483	34664
- Provision partial balcony membrane replacement	\$8,621	2035	15	958	1964	3020	4129	5294	6516	7800	9148	10564	12050	13610	15249	16969	18776	1809

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
<b>STAIRWELL</b>																		
- Repaint door face	\$1,820	2030	10	282	577	888	1214	1556	1916	2293	2690	<b>3106</b>	402	825	1268	1734	2222	2736
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interior in 23 years (partial accrual) 20%	\$1,800	2036	2	191	391	601	822	1054	1297	1553	1821	2103	2399	2710	3036	3379	3738	<b>4116</b>
- Allowance for mechanical upgrade of lift in 31 years (partial accrual) 20%	\$18,000	2036	4	1908	3911	6014	8222	10541	12975	15532	18216	21034	23993	27101	30363	33789	37386	<b>41163</b>
- Maintain air conditioning systems	\$2,815	2032	12	373	764	1175	1607	2060	2536	3035	3560	4110	4689	<b>5296</b>	597	1225	1884	2575
- Replace hot water pumps	\$5,850	2029	9	996	2041	3139	4291	5501	6772	8106	<b>9507</b>	1337	2742	4216	5765	7391	9098	10890
- Provision to replace instant hot water heaters	\$7,340	2032	12	972	1993	3064	4189	5371	6611	7914	9282	10718	12226	<b>13809</b>	1558	3194	4911	6715
- Provision to replace hot water heater tank	\$1,650	2035	15	183	376	578	790	1013	1247	1493	1751	2022	2307	2605	2919	3248	<b>3594</b>	346
- Maintain/replace Rheem Tankpak/controller	\$2,105	2033	14	261	536	824	1126	1443	1777	2127	2494	2880	3286	3711	<b>4158</b>	420	861	1324
<b>TOTAL ACCRUALS</b>				<b>34628</b>	<b>69647</b>	<b>107103</b>	<b>138065</b>	<b>173110</b>	<b>208990</b>	<b>244759</b>	<b>273536</b>	<b>192313</b>	<b>242022</b>	<b>179756</b>	<b>200850</b>	<b>262140</b>	<b>259268</b>	<b>200967</b>

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

## REPORT INFORMATION

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

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

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

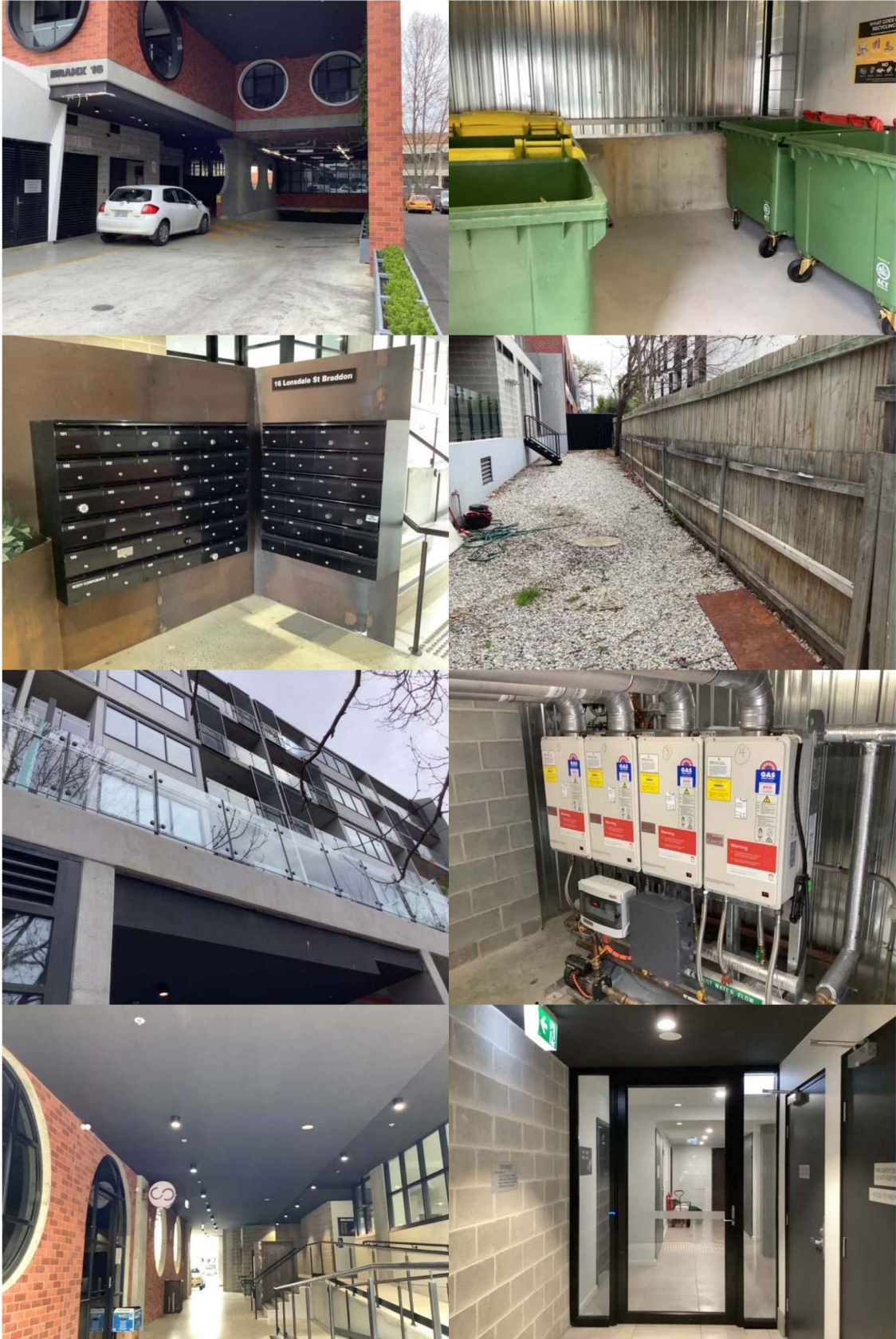
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

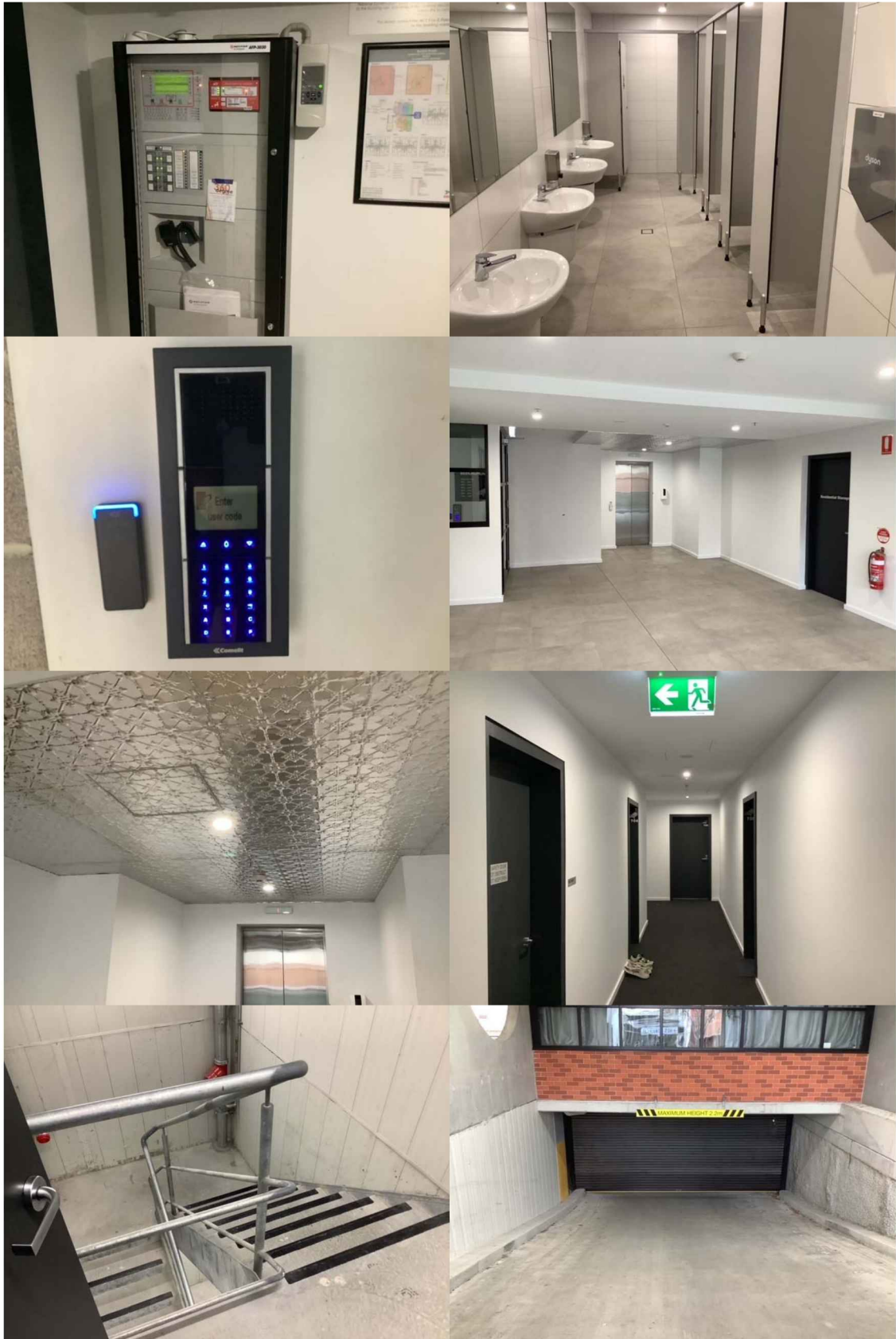
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

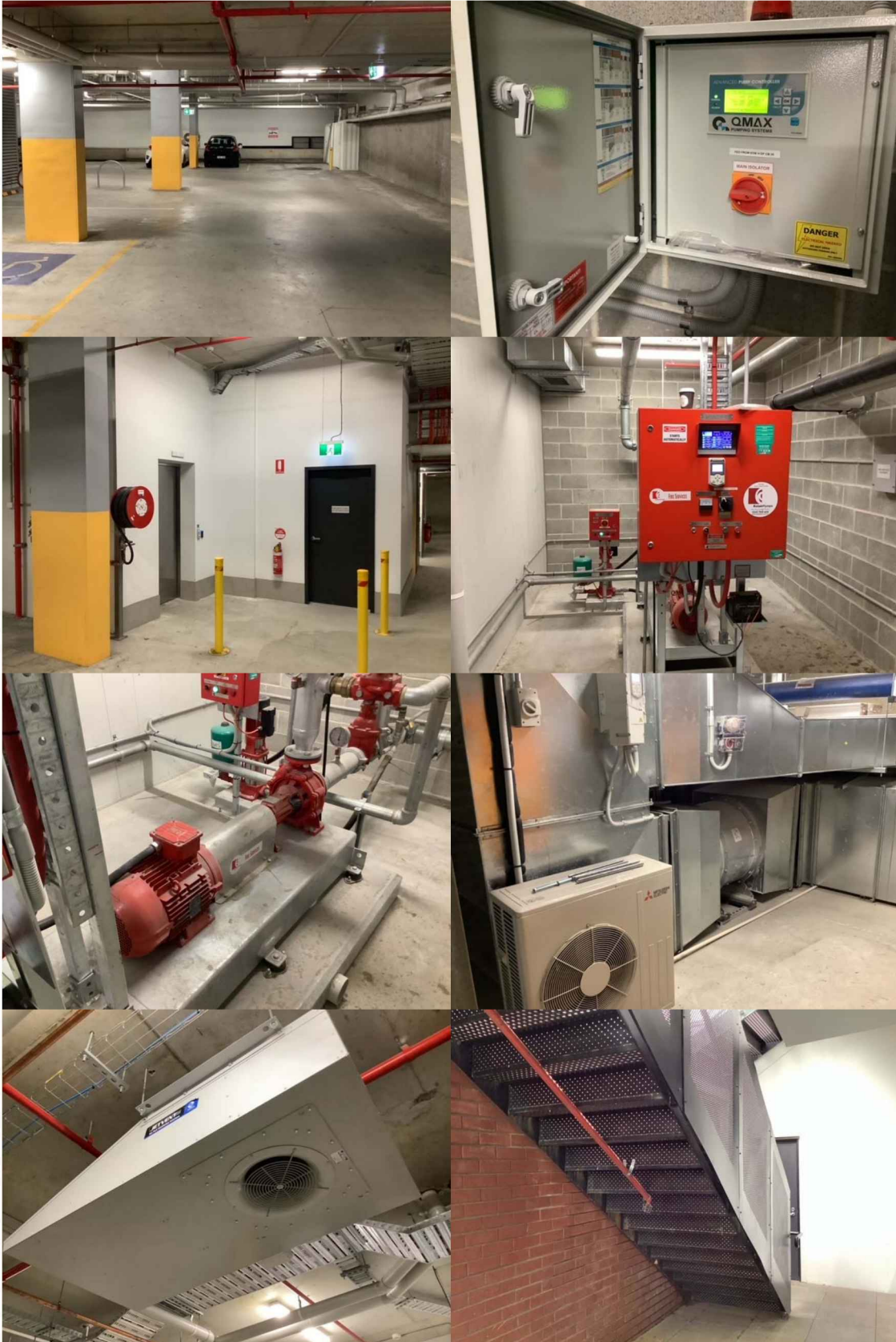
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

## AREAS NOT INSPECTED

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







# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

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

**A1 The Owners—Units Plan No 14264**

**A2 General meeting**

Date (or dates) of general meeting at which  
the reduced quorum decision or decisions were made— 26/08/2024

*Tick applicable box, or both boxes if applicable:*

**1 Regularly convened**

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

**Convened after adjournment**

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

**A3 Reduced quorum decisions**

Date of decision	Full text of reduced quorum decision
26/08/2024	See attached Minutes of Annual General Meeting

**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.

05/09/2024



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than  $\frac{1}{2}$  the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions—adjournment following quorum trouble*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

### ***B3 How may reduced quorum decisions be disallowed?***

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

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

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

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

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

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

# MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 14264

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<b>MEETING DATE</b>	Monday 26 August 2024
<b>MEETING TIME</b>	5:00 PM
<b>MEETING LOCATION</b>	LJ Hooker Strata 1 <sup>st</sup> Floor, 182- 200 City Walk, Canberra City

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## **ATTENDEES**

Unit 15 – Q Li

Unit 3 – L Ascah

**Unit 6 – C Grady (Chairperson)**

Unit 24 – E Marshall

Unit 26 – S Gillies & A Brown

Unit 30 – A Webb & S Collins-Eastwood

Unit 32 – M Murphy

Unit 33 – T Zhang

Unit 53 – C Antonopoulos (left during Motion 6)

## **ABSENTEES**

Unit 18 – 19/29 BT Pty Ltd

Unit 28 - 19/29 BT Pty Ltd

Unit 36 - 19/29 BT Pty Ltd

Unit 46 - 19/29 BT Pty Ltd

Unit 49 – AALTECH Pty Ltd

Unit 50 - 19/29 BT Pty Ltd

Unit 51 - 19/29 BT Pty Ltd

Unit 52 – Tamigo Pty Ltd

Unit 53 – C Antonopoulos

Unit 54 – Bulum Retirement Pty Ltd

## **PROXIES**

Nil

## **APOLOGIES**

Nil

## **QUORUM**

A standard quorum of the owners corporation was not present after 30 minutes. A reduced quorum was present with all motions considered under a reduced quorum. Reduced quorum decisions take effect 28 days after the decision was made, subject to Schedule 3.11 of the Unit Titles (Management) Act 2011. A reduced quorum decision is disallowed if, within 28 days after the decision was made, the owners corporation is given a petition requiring that the decision be disallowed signed by the majority of people entitled to vote on the relevant motion at the time of signing.

## MOTIONS CONSIDERED

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### 1. MINUTES OF THE PREVIOUS GENERAL MEETING (ORDINARY RESOLUTION)

**MOTION 1:** That the minutes of the previous Annual General Meeting held 16 November 2023 are confirmed.

Nil matters arising.

**CARRIED**

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### 2. INSURANCE (ORDINARY RESOLUTION)

**MOTION 2:**

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

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

*There are no open or known insurance claims that may require lodgement.*

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

**CARRIED**

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### 3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS (ORDINARY RESOLUTION)

**MOTION 3:** That the financial statements be accepted as presented for financial year 1 June 2023 to 31 May 2024.

Nil financial matters arising.

**CARRIED**

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### 4. AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 14264 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

*A financial audit is required, and will be obtained for the financial year ending 31 May 2025.*

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### 5. ADMINISTRATIVE FUND BUDGET (ORDINARY RESOLUTION)

**MOTION 4:** That the Corporation agrees to the proposed Administrative Fund expenditure budget of \$238,233.20 changes and agrees to determine a levy equal to the proposed

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Administrative Fund income budget of **\$226,833.30** plus GST for the period 1 June 2024 to 31 May 2025 and to be contributed in accordance with unit entitlements.

Payment to be made over four equal instalments due on 1 October 2024, 1 December 2024, 1 March 2025 and 1 May 2025.

**CARRIED**

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## **6. SINKING FUND BUDGET**

**MOTION 5:** That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$29,586.00 and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$24,586.00 for the period 1 June 2024 to 31 May 2025 and to be contributed in accordance with unit entitlements.

Payment to be made over four equal instalments due on 1 October 2024, 1 December 2024, 1 March 2025 and 1 May 2025.

**CARRIED**

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## **7. MAINTENANCE PLAN REVIEW**

**MOTION 6:** That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

The Executive Committee will review the maintenance plan and determine if the schedule requires updating.

**CARRIED**

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## **8. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS**

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

Maintenance items discussed:

- It was noted that line marking in the driveway will take place following the first budget contributions – to be undertaken by Capital Lines & Signs.
- Mildew is forming on the external side of the building which may be a result of the irrigation system. It was determined that Level Plumbing will be requested to adjust the irrigation timer during their next preventative maintenance attendance.
- The Owners discussed purchasing a carpark lock for the visitor parking space, with the key to be held by the Building Manager/Executive Committee for the parking space to be utilised by contractors.

*Please refer below table for breakdown of contracts coming appointed or up for renewal:*

<b>Maintenance Type</b>	<b>Contractor Details/Term (if applicable)</b>
Access Control/Security	Blitz Security
Cleaning	Spec Services
Electrical Preventative Maintenance	To be appointed
Fire Services Maintenance	O'Neill & Brown Fire
Fire Monitoring	O'Neill & Brown Fire

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Height Safety System	Rope Access Engineering
Mechanical Services/HVAC Maintenance	CCS Facilities Maintenance
Plumbing Preventative Maintenance	Level Plumbing
Lift Maintenance	Schindler Lifts
Garage Doors	MSR

**NOTED**

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## **9. FIRE SAFETY REVIEW**

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

All emergency and fire systems are maintained to the Australian Standards by O'Neill & Brown Fire.

**NOTED**

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## **10. CONSIDERATION OF BUILDING DEFECTS**

That the Owners Corporation consider any physical building structural defects.

Current known physical building defects include:

- Plantar box drainage
- Driveway concrete integrity
- Cloudy balcony balustrade glass panels

**NOTED**

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## **11. APPOINTMENT OF MANAGING AGENT (CARRIED BY SPECIAL RESOLUTION)**

**MOTION 7:** That in accordance with the Unit Titles (Management) Act 2011:

- a) Signature Pty Limited be appointed as Manager of Units Plan No 14264 for 3 years.
- b) The owners corporation delegate to the Agent all of the functions of:
  - i) the owners corporation (other than those listed in the Act); ands
  - ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and
  - iii) the delegation to the Agent is to be subject to the condition and limitation in the Management Agreement.

A poll vote was called:

Against: 207

For: 189

**MOTION DEFEATED**

Discussion was held to determine if the Owners Corporation wished to seek feedback on the management on the management change with the view of holding a general meeting to enter a management agreement or if the Owners Corporation wished to enter a contract with LJ Hooker giving their willingness to address past performance issues. Based on the outcome of the

discussions the Chairperson raised an amended motion from the floor, seconded by Lot 24 as follows:

That in accordance with the Unit Titles (Management) Act 2011:

a) LJ Hooker Strata Pty Limited be appointed as Manager of Units Plan No 14264 for 1 year, with a two year renewal option.

b) The owners corporation delegate to the Agent all of the functions of:

- i) the owners corporation (other than those listed in the Act); and
- ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and
- iii) the delegation to the Agent is to be subject to the condition and limitation in the Management Agreement.

The Owners Corporation agreed that the Strata Management agreement with LJ Hooker Strata is to be negotiation between the Executive Committee and agent.

The Owners Corporation agreed that a building manager is to be appointed.

**CARRIED by Special Resolution**

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## **12. EXECUTIVE COMMITTEE (ORDINARY RESOLUTION)**

**MOTION 8:** That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

It was determined that six (6) members will form the Executive Committee being:

Unit 3 – L Ascah  
Unit 6 – C Grady  
Unit 24 – E Marshall  
Unit 32 – S Hayton  
Unit 33 – T Zhang  
Casual Vacancy (commercial only)

**CARRIED**

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## **13. ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS**

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

The Owners Corporation are satisfied with the current authorisations, delegations and appointments.

**NOTED**

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## **14. GENERAL BUSINESS**

1. It was determined that 'do not leave valuables in vehicles' signage will be placed in the basement.

2. The Strata Manager will contact the ACT Renewal Department and request that the graffiti on the side of the building be cleaned. The request may or may not be successful.
3. It was determined that Branx will participate in quarterly ACT Government bulky waste collections.
4. Parking in the driveway has continued to be an issue. The Owners Corporation will be appointing a Building Manager, which will assist in managing parking issues.

*With there being no further business, the Chairperson closed the meeting at 6:35 PM*



# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

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

**A1** The Owners—Units Plan No 14264

**A2** General meeting

Date (or dates) of general meeting 28.08.2025  
at which the reduced quorum  
decision or decisions were made— \_\_\_\_\_

*Tick applicable box, or both boxes if applicable:*

**Regularly convened**

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

**Convened after adjournment**

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

**A3** Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
28.08.2025	As per attached Minutes

**A4** Owners corporation declaration

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

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



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

---

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

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than  $\frac{1}{2}$  the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

#### *Reduced quorum decisions—adjournment following quorum trouble*

- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within  $\frac{1}{2}$  an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

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

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

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

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

The petition must—

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

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

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

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

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

## MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 14264

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<b>MEETING DATE</b>	Thursday 28 August 2025
<b>MEETING TIME</b>	5:00 pm
<b>MEETING LOCATION</b>	LJ Hooker Strata & Canberra City 1st Floor, 182-200 City Walk, Canberra City, ACT 2601 and Online, via Zoom

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### MEETING FORMALITIES

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#### ATENDEES

C Grady	Unit 204
L Ascah	Unit 205
A Landels	Unit 207
Q Li	Unit 304
S Gillies & A Brown	Unit 501
M Murphy & S Hayton	Unit 504
A Webb & S Collins-Eastwood	Unit 508
M & C Freeman	Unit 705
M Tett	LJ Hooker Strata
G Rowley	LJ Hooker Strata

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#### PROXY VOTE

Nil

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#### ABSENTEE VOTE

P Nandapalan	Unit 201
E Marshall	Unit 404
Y Sun	Unit 503

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#### APOLOGY

C Antonopoulos	Unit 104
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**APPOINTMENT OF CHAIR:** C Grady

**QUORUM:** A quorum was not reached and the meeting proceeded as a reduced quorum.

The Committee gave an overview of the achievements of the 24/25 financial year and outlined the focus's of the coming year.

## **EXECUTIVE COMMITTEE YEAR IN SUMMARY**

This year the Executive Committee have implemented various decisions of the Owners Corporation from last years AGM, including the implementation of a building manager on site to better manage our contractors and attend to routine maintenance items.

Upgrades have been undertaken to the gardens in the common areas, with work to be undertaken to the greenwall coming into spring. Overhanging branches on the trees backing the Branx property have been addressed to prevent possums from entering the unit balconies. In the lead up to spring, an arborist will treat the elm tree at the back of the building for elm beetle, which presented during the past summer.

Improvements have also been made to the residential foyer, with furniture having been placed to improve the appearance and usability of the space, with the plan to add plants to this area over the coming year.

A new height safety system was installed this year to facilitate cleaning of the façade windows. Access to the back windows has proved difficult and options are presently being explored to reduce the need for unit entry to undertake cleaning.

The installation of new parking bollards and new linemarking of the driveway undertaken this year has greatly addressed the driveway parking issues experienced since the Branx was built. The vandalised planters in the driveway have also been replaced with bollards, which has improved the appearance of the entryway.

New development plans for the block backing Branx were submitted for community consultation during this financial year, increasing the height limitation and footprint on the block to one that would greatly affect Branx's outlook. Due to the impact that the proposed building would have on the east facing units, the Committee worked to engage with a town planner, Knight Frank, to submit a response to the ACT Government to help protect the interests of Owners. At the time of this meeting notice, the plans are not yet approved and we hope that further consultation will be undertaken. The Committee are committed to continuing this consultation if updated plans are to be submitted.

The Committee have been investigating painting of the front portion of the façade, where several areas of rust have presented after the paintwork has chipped from the metal. Several comparative quotes have been sought and this is something the Committee will be looking to move forward with in the near future provided the budget will allow for the works.

At present getting devices for the access control system has proved difficult, as such the Committee have been investigating alternate access control options to help mitigate this problem and improve the security of the building.

**Branx Executive Committee**

The agenda lists the items of business and motions to be considered at the meeting.

## MOTIONS

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**1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING** **Ordinary Resolution**

That the minutes of the previous Annual General Meeting held **26 August 2024** are confirmed.

**CARRIED**

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**2. INSURANCE** **Ordinary Resolution**

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

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

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

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

<b>Policy No</b>	HU0006062964
<b>Renewal Date</b>	8 April 2026
BUILDING	\$28,603,100.00
LOSS OF RENT	\$4,290,465.00
CATASTROPHE	\$4,290,465.00
PUBLIC LIABILITY	\$30,000,000.00
FIDELITY GUARANTEE	\$250,000.00
OFFICE BEARERS	\$1,000,000.00
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000.00
LEGAL EXPENSES	\$50,000.00
LOT OWNERS IMPROVEMENT	\$250,000.00
FLOOD	Included
COMMON CONTENTS	\$28,603.00
EXCESS	\$2,000 Standard \$3,000 Impact \$25,000 Water/Burst Pipes
Premium Paid	\$52,825.20

**Secretarial Note:** *There is an ongoing claim involving Unit 401, which is currently being pursued through the insurer with Open Principal Architects engaged to undertake scoping works for addressing with Chase.*

**CARRIED**

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### 3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

Ordinary Resolution

That the financial statements be accepted as presented for the financial year **1 June 2024 to 31 May 2025**.

**Secretarial Note:** *The current balance is approximately \$50,000. This is based on the original Sinking Fund Forecast and an updated SFF will be obtained to better reflect the needs of the complex. The EC will look to update this as required from an alternative company.*

**CARRIED**

### AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 14264 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

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

Ordinary Resolution

That the Corporation agrees to the proposed Administrative Fund expenditure budget of **\$255,126 plus GST** and agrees to determine a levy equal to the proposed Administrative Fund income budget of **\$255,126 plus GST** for the period **1 June 2025 to 31 May 2026** and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on **30 September, 30 November 2025, 28 February 2026 & 31 May 2026**.

**CARRIED**

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

Ordinary Resolution

That the Corporation agrees to the proposed Sinking Fund expenditure budget of **\$8,944.55 plus GST** and agrees to determine a levy equal to the proposed Sinking Fund income budget of **\$30,815.00 plus GST** for the period **1 June 2025 to 31 May 2026** and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on **30 September, 30 November 2025, 28 February 2026 & 31 May 2026**.

**CARRIED**

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### 6. MAINTENANCE PLAN REVIEW

Ordinary Resolution

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating.

**CARRIED**

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### 7. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

Ordinary Resolution

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

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The following updates were noted:

- **Shutter Door Roller:** The **quote for replacement** has been approved.
- **Murals & Graffiti Management:** A mural is planned for the 14 Lonsdale Street side of the building. Graffiti remains an ongoing issue, particularly due to restricted access to affected areas. Murals are being considered as a preventative measure to deter further graffiti.
- **Window Cleaning:** Completed. Abseil system was installed and worked for western windows. Eastern windows were inaccessible due to the penthouse overhang. Some windows were missed; drone cleaning is being considered. A window audit will be conducted to provide feedback for Rope Access reattendance.
- **Electricity and Gas Contracts:** EC is looking to tender the Embedded Network, with solar coverage as an option. This will be revisited at the next Annual General Meeting.
- **Cleaning Contract:** Spec Services contract is up for renewal. A decision will be made at the next ECM.
- **Access Control:** Blitz no longer operates in Canberra. EC is actively exploring alternative providers.
- **Electronics:** J2 Electrical are the preferred provider for electrical works

**CARRIED**

#### **FIRE SAFETY REVIEW**

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

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#### **8. CONSIDERATION OF BUILDING DEFECTS**

**Ordinary Resolution**

That the Owners Corporation consider any physical building structural defects.

The following items were noted:

- **Unit 401:** Ongoing leak issue, as referenced in Item 2, currently under insurance claim.
- **Wise Choice Report:** A defect report was completed within the first two years of the complex, which the Owners Corporation is actively working through.
- **Unit 501:** Previously experienced window leaks due to failed sealing. Issue has been resolved but flagged for future monitoring.
- **Balcony Glass:** Appears dirty or damaged and requires inspection.
- **Delamination of Metal Strips:** Noted in double-glazed units; glass replacement may be necessary. Chase to investigate and ensure SF budget allocation.
- **Unit 705:** Affected by the above delamination issue. Resident has been asked to provide photos and details via email with LJH to raise with Chase.

**CARRIED**

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## 9. APPOINTMENT OF MANAGING AGENT

Ordinary Resolution

That in accordance with the Unit Titles (Management) Act 2011:

- a) The appointment of LJH Strata (ACT) Pty Limited, trading as LJ Hooker Strata ACT, be renewed for a second year under the existing agreement, being the two-year renewal option.
- b) The owners corporation delegate to the Agent all of the functions of:
  - i) the owners corporation (other than those listed in the Act); and
  - ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and
  - iii) the delegation to the Agent is to be subject to the conditions and limitation in the Management Agreement.

**CARRIED**

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## 10. EXECUTIVE COMMITTEE

Ordinary Resolution

*That the Owners Corporation establish an Executive Committee consisting of six (6) members, to be filled by nominated owners.*

Standing members for the 2025-2026 FY are as below:

E Marshall, L Ascah, C Grady, C Antonopoulos, A Webb, S Hayton

**CARRIED**

## ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

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

## GENERAL BUSINESS

**Airbnb Usage:** There is no limit to Airbnb listings under current zoning. However, as the property is part of a mixed-use development and is zoned in a way that does not allow the Owners Corporation to prohibit short-term rentals. Enforcement around lockboxes will be tightened, as these are not permitted for security purposes.

**Building Manager Duties:** The Building Manager is performing duties as required and the Executive Committee is currently refining the scope of responsibilities. The current Monday and Friday working hours are effective.

Site Contact: M Murphy will act as the site contact for Brad.

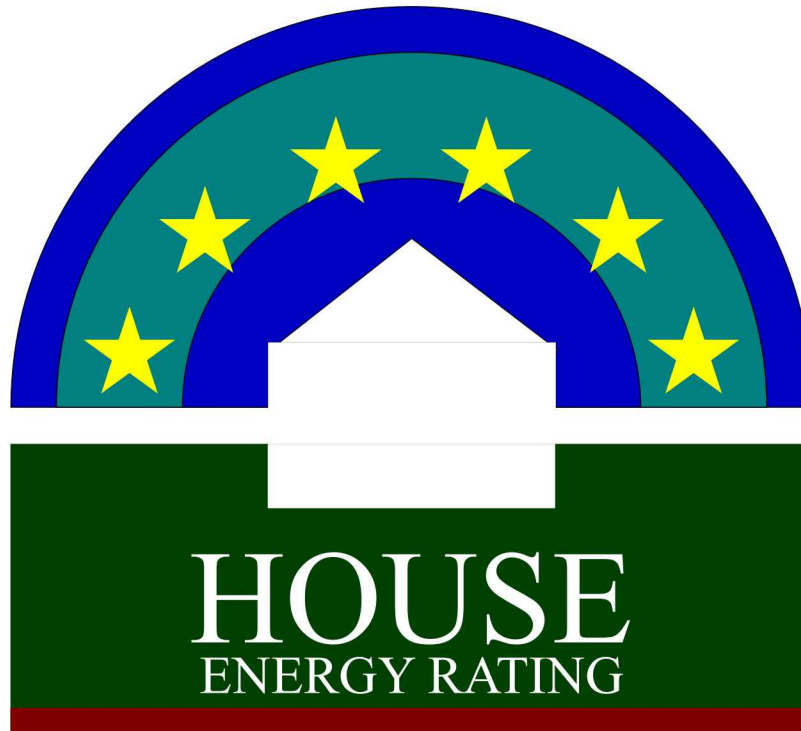
**Bulky Waste Removal:** There is consideration to book a bulky waste collection for abandoned furniture or alternatively engage a contractor for removal.

**Meeting Closed:** 5:45

# Energy Efficiency Report

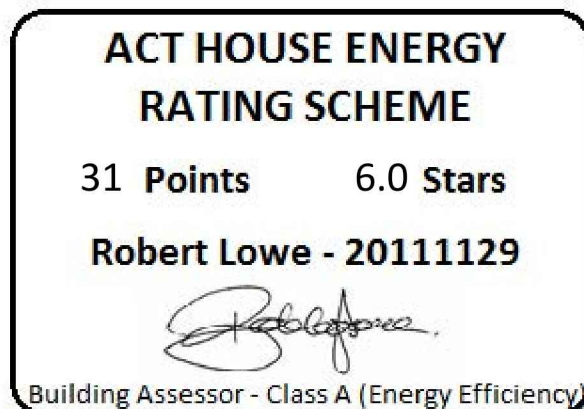


# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★ ★ ★ ★ ★ ★ **6 STARS**  
**in Climate: 24** **SCORE: 31 POINTS**

**Name:** Slavin **Ref No:** 69344  
**House Title:** Unit 48 Block 19 Section 29 BRADDON **Date:** 08-04-2026  
**Address:** 702/16 Lonsdale Street, Braddon ACT 2601



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

## IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR			AVERAGE				GOOD			V. GOOD	
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
<b>Current</b>	31											
<b>Potential</b>	37											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

### Design options

### Additional points

Change curtain to

Heavy Drapes & Pelmet

5

## ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

<b>Current Rating</b>	<b>31</b>	<b>★ ★ ★ ★ ★ ★</b>
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Largest windows in the dwelling;

**Direction : ESE**

**Area : 20 m<sup>2</sup>**

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.**

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
<b>1. East</b>	<b>41</b>	<b>★ ★ ★ ★ ★ ★</b>
<b>2. South East</b>	<b>34</b>	<b>★ ★ ★ ★ ★ ★</b>
<b>3. South</b>	<b>30</b>	<b>★ ★ ★ ★ ★ ★</b>
<b>4. South West</b>	<b>28</b>	<b>★ ★ ★ ★ ★ ★</b>
<b>5. West</b>	<b>30</b>	<b>★ ★ ★ ★ ★ ★</b>
<b>6. North West</b>	<b>40</b>	<b>★ ★ ★ ★ ★ ★</b>
<b>7. North</b>	<b>51</b>	<b>★ ★ ★ ★ ★ ★</b>
<b>8. North East</b>	<b>49</b>	<b>★ ★ ★ ★ ★ ★</b>

<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for: Unit 48 Block 19 Section 29 BRADDON, 702/16 Lonsdale Street, Braddon ACT 2601,**

Assessor's Name:

Net Conditioned Floor Area: 117.3 m<sup>2</sup>

				Points		
Feature				Winter	Summer	Total
<b>CEILING</b>				<b>8</b>	<b>0</b>	<b>8</b>
Surface Area:	0	Insulation:	8			
<b>WALL</b>				<b>7</b>	<b>-2</b>	<b>5</b>
Surface Area:	2	Insulation:	5	Mass:	-2	
<b>FLOOR</b>				<b>20</b>	<b>-5</b>	<b>15</b>
Surface Area:	19	Insulation:	-7	Mass:	3	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>9</b>	<b>0</b>	<b>8</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	49 %			
Exhaust Fans	32 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	19 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>0</b>	<b>0</b>
Cross Ventilation	0					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>-6</b>	<b>-10</b>	<b>-17</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>NNE</b>	5	5%	-6	3	-1	-5
<b>ESE</b>	20	17%	-19	20	-9	-7
<b>SSW</b>	1	1%	-1	0	0	-1
<b>WNW</b>	4	3%	-4	1	0	-4
<b>Total</b>	30	26%	-31	24	-10	-17

\* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 5 points

				Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★			<b>37</b>	<b>-17</b>	<b>31*</b>
				<b>SCORE</b>		

\* includes 11 points from Area Adjustment

## Detailed House Data

### House Details

ClientName Slavin  
HouseTitle Unit 48 Block 19 Section 29 BRADDON  
StreetAddress 702/16 Lonsdale Street, Braddon ACT 2601  
FileCreated 08-04-2026  
Comments

### Climate Details

State  
Town 0  
Postcode 24  
Zone

### Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	95.0m <sup>2</sup>
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	28.0m <sup>2</sup>

### Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	Yes	R0.0	11.3m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	14.6m	2.4m
3	Framed: FC Sheet Clad	No	R2.0	14.8m	2.4m
4	Brick Veneer	No	R2.0	10.0m	2.4m
5	Framed: Metal Clad	No	R2.0	6.6m	2.4m
6	Brick Veneer	No	R2.0	2.6m	2.4m

### Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R5.0	123.0m <sup>2</sup>

### Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	2.1m	2.2m	No	DG	ALIMPR	HP	No	0.0m	0.0m	0.0m
2	ESE	2.1m	3.6m	No	DG	ALIMPR	HP	No	0.0m	0.0m	0.0m
3	ESE	2.1m	2.2m	No	DG	ALIMPR	HP	No	0.0m	0.0m	0.0m
4	WNW	2.3m	1.6m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	NNE	2.3m	2.3m	No	DG	ALIMPR	OW	No	0.0m	0.0m	0.0m
6	ESE	2.3m	1.6m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
7	SSW	2.3m	0.4m	No	DGT	ALIMPR	NC	No	0.0m	0.0m	0.0m

### Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
4	WNW	2.3m	1.6m	3.0m	2.5m	23.6m	-11.0m	10.0m	0.0m	10.0m	0.0m
5	NNE	2.3m	2.3m	3.0m	2.5m	23.6m	-11.0m	10.0m	0.0m	10.0m	0.0m
6	ESE	2.3m	1.6m	3.0m	2.5m	23.6m	-11.0m	10.0m	0.0m	10.0m	0.0m
7	SSW	2.3m	0.4m	3.0m	2.5m	23.6m	-11.0m	10.0m	0.0m	10.0m	0.0m

### Zoning Details

Is there Cross Flow Ventilation ? Average

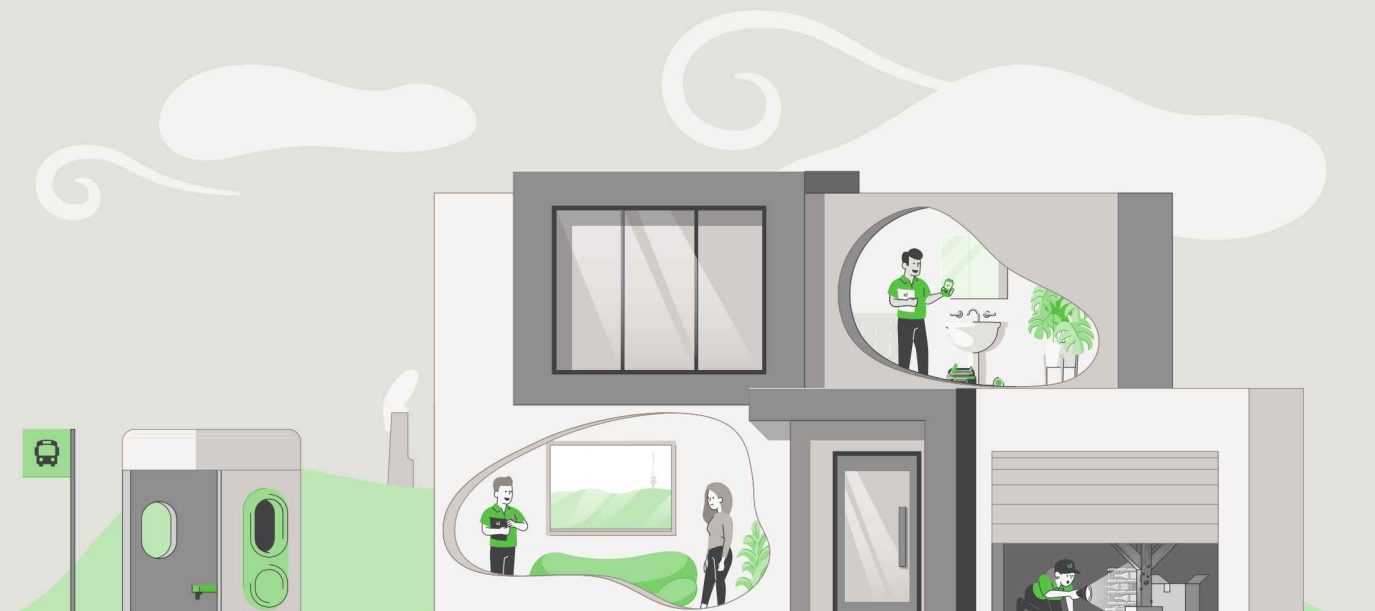
## Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m <sup>2</sup>
Area of Lightweight Mass	0m <sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

# Insurance Certificates & Tax Invoice



## **TO WHOM THIS MAY CONCERN**

9<sup>th</sup> 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: 30<sup>th</sup> March 2026 to: 30<sup>th</sup> 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

Mark Slavin  
702/16 Lonsdale St  
CANBERRA ACT 2601  
AUSTRALIA

**Invoice Date**  
31 Mar 2026

**Invoice Number**  
INV-69344

**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
			<b>TOTAL AUD</b>	<b>425.00</b>

**Due Date: 15 Apr 2026**

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

# UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)



An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

## WHAT INFORMATION IS TAKEN INTO ACCOUNT WHEN ASSESSING MY HOMES ENERGY EFFICIENCY?

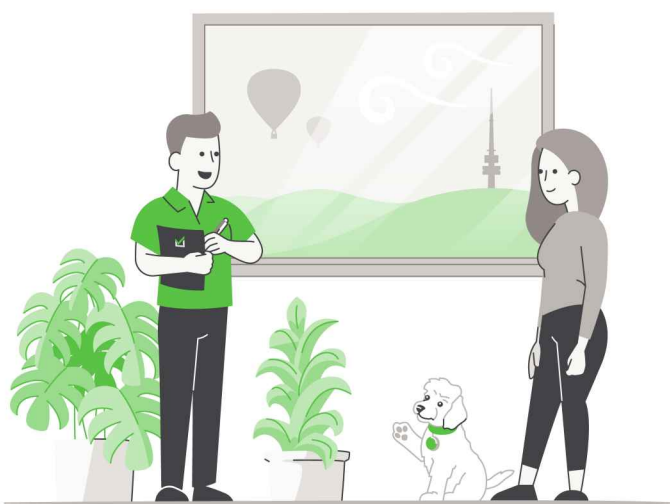
- Layout of the home
- Construction of its roof, walls, windows, and floor
- Wall, floor, and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate
- Air leakages

## WHAT INFORMATION IS NOT APPLICABLE WHEN ASSESSING MY HOMES ENERGY EFFICIENCY?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

## HOW CAN I IMPROVE MY ENERGY EFFICIENCY RATING?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.



## WHAT INFORMATION IS TAKEN INTO ACCOUNT WHEN ASSESSING MY HOMES ENERGY EFFICIENCY?

The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An onsite assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.



**ACT  
PROPERTY  
INSPECTIONS**

# TAX INVOICE

Mark Slavin  
702/16 Lonsdale St  
CANBERRA ACT 2601  
AUSTRALIA

**Invoice Date**  
31 Mar 2026

**Invoice Number**  
INV-69344

**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
			<b>TOTAL AUD</b>	<b>425.00</b>

**Due Date: 15 Apr 2026**

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

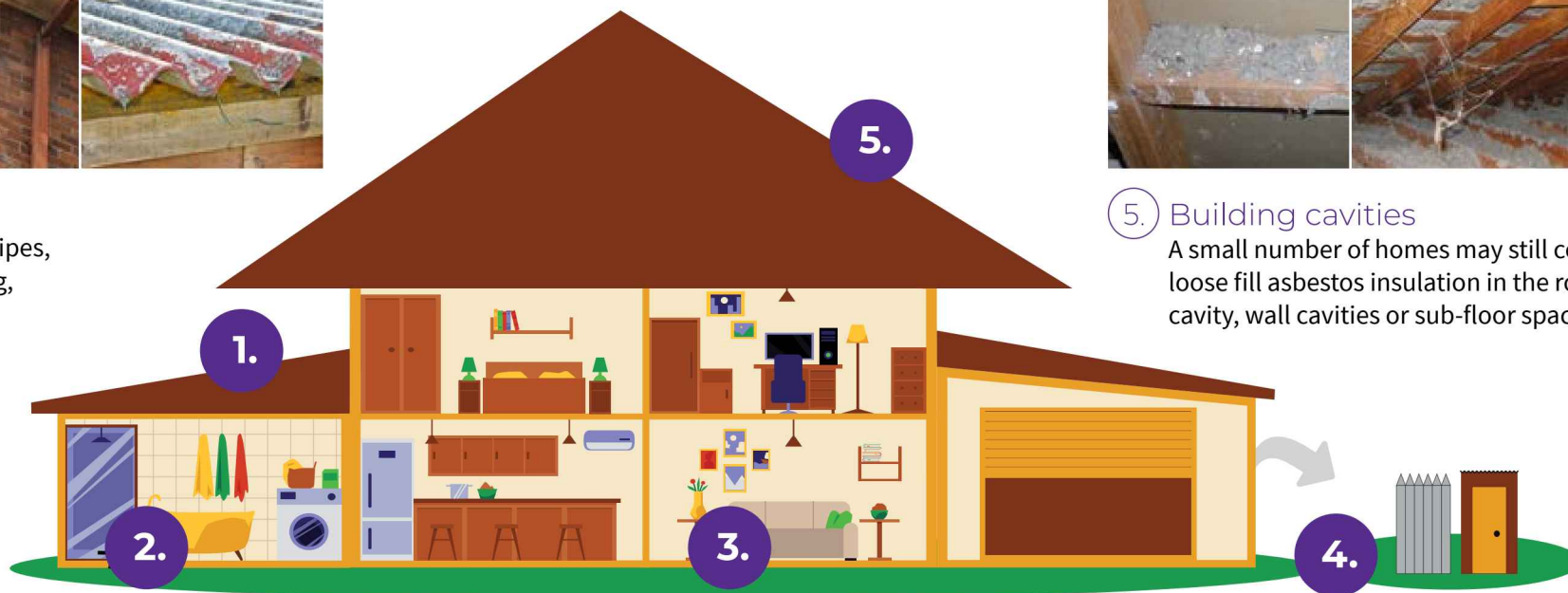
[View and pay online now](#)

# If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior  
roof sheeting, gutters, downpipes,  
ridge capping, eaves, cladding,  
electrical switchboards



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



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



3. Internal areas  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



4. Backyard  
fences, sheds, garages, carports, dog kennels, buried or  
dumped waste, letterboxes, swimming pools

# If a home was built before 1990 it may contain dangerous asbestos material

## Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

# Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

## Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

## Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

## Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
  - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
  - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

## Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

## Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

## Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

## More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>